#### **Rental of Units**

Renters are subject to the same rules and regulations of the Association contained in the Declarations, Bylaws and this manual. The unit's garage must be included in the unit lease. See Appendix F of this manual for information and procedures necessary for rental of units on the property

As Amended August 16, 2012:

"Unit owner(s) leasing their units shall provide to the Board of Managers, a minimum of 30 days prior to the signing of a lease, a copy of the signed lease and completed census card. Within 30 days after receipt of these items, a meeting will be held between the Board of Managers, the lessee, and possibly unit owner(s).

As Amended December 2, 2021:

a. A Unit Owner that is leasing his or her Unit that fails to provide a copy of the lease to the Board or Association's management company within the timeframe required by these Rules and Regulations shall be subject to a fine of \$1,000.00 per violation.

b. A Unit Owner that is leasing his or her Unit that fails to provide a copy of the completed census card to the Board or Association's management company within the timeframe required by these Rules and Regulations shall be subject to a fine of \$1,000.00 per violation.

c. A Unit Owner that is leasing his or her Unit whose prospective tenant(s) fail to attend the required meeting with the Board prior to moving into the Unit shall be subject to an initial fine of \$250.00 and an additional fine of \$10.00 per day for 2 every day the tenant(s) occupy the Unit until the tenant(s) attend the required meeting with the Board.

#### CENSUS & LEASE

Each owner/buyer must complete and submit a census card for their unit(s) prior to purchase and at any other time as the association requires, in writing. It is the owner's responsibility to ensure their census is current. Any changes to their census card must be submitted to the managing agent in writing. Any leased units must submit a copy of the signed lease on a yearly basis to the managing agent. It is the owner's responsibility to ensure their census card and/or lease is received by the association's managing agent.

Unit owners who do not comply by sending a copy of their census card and/or lease (using their annual renewal date as the base for the fines) to the Court Homes of Frankfort managing agent will be fined \$100 for the first offense (more than 30 days beyond renewal date), and \$200 for the 2nd (more than 60 days...). Following the 3rd offense (more than 90 days...) the Association will turn over responsibility to the Association attorney. If a 3rd offense does occur, the fines and attorney's fees will be added the unit owner's assessment account."

#### **Rental Policy and Tenant Information**

All items must be completed and returned to the management office with a copy of the lease. The census card must be completed by the lessee and returned along with the other documents.

Once these items are received, the lease information will be forwarded to the Board for approval. The Board will approve/disapprove the lease within thirty (30) days after they receive the <u>complete</u> packet.

#### LEASE INSTRUCTIONS

Instructions for filling out the lease packet - please complete, sign and return:

- 1. Notice of Intent to Lease
- 2. Memorandum of Understanding
- 3. One (1) complete copy of the lease
- 4. Census Card

#### PLEASE NOTE:

## COPY OF DECLARATION AND RULES AND REGULATIONS MUST BE GIVEN TO LESSEE BEFORE THIS PACKAGE IS RETURNED TO THE BOARD OF DIRECTORS.

As Amended December 2, 2021:

a. A Unit Owner that is leasing his or her Unit that fails to provide a copy of the lease to the Board or Association's management company within the timeframe required by these Rules and Regulations shall be subject to a fine of \$1,000.00 per violation.

b. A Unit Owner that is leasing his or her Unit that fails to provide a copy of the completed census card to the Board or Association's management company within the timeframe required by these Rules and Regulations shall be subject to a fine of \$1,000.00 per violation.

c. A Unit Owner that is leasing his or her Unit whose prospective tenant(s) fail to attend the required meeting with the Board prior to moving into the Unit shall be subject to an initial fine of \$250.00 and an additional fine of \$10.00 per day for 2 every day the tenant(s) occupy the Unit until the tenant(s) attend the required meeting with the Board. Court Homes of Frankfort Square

Condominium Association

#### NOTICE OF INTENT TO LEASE

BUILDING:	UNIT NO.:
OWNER:	
ANTICIPATED DATE OF MOVE OUT: _	
ADDRESS:	
HOME PHONE:	WORK PHONE:

Dear Sir or Madam:

As part of any lease of a unit in Frankfort Square Condominium Association, it is necessary that certain information be provided in order to allow the Board of Directors effectively to protect the Association's rights and interests pursuant to the Declaration and By-Laws governing the property. Consequently, we ask that you complete this information sheet as part of the leasing of the unit and forward to the Managing Agent the <u>completed</u> questionnaire, a copy of the lease, the census card and signed Memorandum of Understanding.

LEASE AMOUNT: \$\_\_\_\_\_ ANTICIPATED MOVE-IN DATE: \_\_\_\_\_

NUMBER OF ADULTS THAT WILL OCCUPY THE UNIT: \_\_\_\_\_

NUMBER OF CHILDREN (UNDER 18) THAT WILL OCCUPY THE UNIT:

LIST EACH PERSON RESIDING IN THE UNIT: If at any future time a person(s) other than those listed herein becomes a permanent resident of the unit, the Board of Directors <u>must</u> be notified.

	FULL LEGAL NAME	AGE	<u>SEX</u>
1.			
2.			
3.			
4.			

#### NOTICE OF INTENT TO LEASE

# NEAREST PERSON TO CONTACT IN CASE OF EMERGENCY (SOMEONE WHO HAS KEYS TO THE UNIT)

#### LIST ALL VEHICLES:

MAKE	COLOR	<u>YEAR</u>	LICENSE NO.
	MAKE	MAKE COLOR	MAKE COLOR YEAR

From the time the <u>completed</u> questionnaire and accompanying paperwork is received, the Board of Directors has thirty (30) days RIGHT OF FIRST REFUSAL after which time you will be provided with a letter indicating the Board of Director's position on its RIGHT OF FIRST REFUSAL.

### PLEASE BE ADVISED YOU <u>MUST</u> SUPPLY THIS INFORMATION IN ORDER TO LEASE YOUR UNIT.

If the information is not supplied and the unit is leased without the Board of Director's knowledge the Board of Directors may, under the Declaration, enforce its rights and you will be required to pay all costs and attorney's fees for the Board of Directors in so enforcing its rights.

Please forward this questionnaire and completed census card to the management company.

SIGNATURE OF LESSOR

SIGNATURE OF LESSEE

### **Court Homes of Frankfort Square**

Condominium Association

#### MEMORANDUM OF UNDERSTANDING

I (We), the intended Lessee(s) of the condominium unit described above declare that we have read the Frankfort Square Condominium Association Rules and Regulations and the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants, and any Amendment or Amendments thereto, and understand that we shall, at all times, hold our interests in the Condominium subject to the rights, easements, privileges and restrictions therein set forth or hereafter established by the Owners or Directors of the Frankfort Square Condominium Association as duly provided for in the aforesaid Declaration of Condominium Ownership. I understand that being a tenant, I am not allowed pets.

SIGNATURE OF LESSOR

SIGNATURE OF LESSEE

I (We) hereby certify that I (we) have given the above Lessee the proper copies of the Frankfort Square Condominium Association Rules and Regulations.

SIGNATURE OF LESSOR

SIGNATURE OF LESSEE

DATE