

LEASING RULES FOR SPRING GROVE ESTATES CONDOMINIUM ASSOCIATION

WHEREAS, the By-Laws of Spring Grove Estate Condominium Association (hereafter called "the Association") provide Article XII, Section 2 J., and the Declaration of Condominium provides in Article IV, Section 4.14 (n), that the Association has the power and authority to make, promulgate and enforce rules and regulations; and

WHEREAS, the Board of the Association desires to establish rules and regulations regarding leasing of units.

THEREFORE, be it resolved that the following shall constitute the Leasing Policy of Spring Grove Estate Condominium Association, and, as such, shall be part of the Rules and Regulations of the Association.

- 1. The maximum number of Units that may be leased at any one time shall be six (6).**
- 2. The privilege of leasing shall be based on seniority of ownership. The Property Manager, or such other person who may be designated by the Board, shall compile a list (the "lease list") of Unit Owners who wish to lease their Unit by giving the number one listing to the Unit Owner who has owned his unit for the longest consecutive period of time. The second name on the lease list shall be the Unit Owner who has the second longest seniority of ownership, and so forth.**
- 3. The lease limitations set forth above shall not be applicable to a lease given to an immediate family member. Immediate family member is defined as the Unit Owner's spouse, children, or parents.**

4. All Tenants are expected to be and remain in full compliance with the Declaration, the By-Laws, and the Rules and Regulations of the Association. The Unit Owner shall provide— at Owner's expense— any Tenant(s) leasing a unit with copies of the Declaration of Condominium, the By-Laws, and the Rules and Regulations of the Association. The Tenant(s) shall be required to sign a document acknowledging the Tenant(s) receipt of the above-referenced documents, a copy of which shall be given to the management company, if applicable, and to the Association Board, prior to Tenant's occupancy of the Unit.

5. All leases shall be in writing and signed by all parties, and a copy of each Lease shall be provided to the management company, if applicable, and to the Association Board, within ten (10) days of the execution of the Lease. The Unit Owner's Lease with any Tenant(s) shall include a provision stating that the Tenant(s) shall at all times be required to remain in compliance with the terms and provisions of the Declaration, the by-Laws and the Rules and Regulations of the Association, including these Leasing Rules, and that the Association may bring an action to evict any Tenant(s) who is (are) in violation of the Declaration, the By-Laws, or the Rules and Regulations of the Association. Such Lease shall also contain a provision that the Unit Owner shall remain responsible for all charges, fees and assessments made against the Unit, and that the Unit Owner shall indemnify the Association against all liability and loss for any breach or non-compliance by Tenant(s) with the Declaration, the By-Laws or the rules and Regulations of the Association. All leases shall be in writing, and shall not be for a term of less than one (1) year.

6. If any Tenant is in violation of the terms and provisions of the Declaration, By-Laws, or any of the Rules or Regulations of the Association, the Association may bring an action in its own name and/or in the name of the Unit Owner to have the Tenant evicted and/or to recover damages. The remedy provided by this Section is not exclusive and is in addition to any and all other remedies which are available to the Association. The Association may recover all of its costs and expenses incurred in connection with such action, including, but not limited to, reasonable attorney's fees, in an action to enforce such section, and such costs and fees shall be a continuing lien against said Unit. PROVIDED, that the Association shall not commence eviction proceedings against any Tenant(s) unless and until the Tenant(s) has been notified, in writing, of the alleged violation and has failed and/or refused to correct said violation or non-compliance with the Declaration, By-Laws, or Rules and Regulations within twenty (20) days of the service of said notice, which service shall be deemed to have occurred on the date of mailing of said Notice by regular mail, or the date of personal service of such Notice on the Tenant(s) or an adult member of Tenant's household, or the date such Notice is posted on the door of the leased Unit, unless the Tenant has been in violation of or has failed to comply with the Declaration, By-Laws, or Rules and Regulations two or more times within a 12-month period.

7. Upon written request by the Association, Tenant shall pay to the Association, within twenty (20) days, all unpaid assessments, late fees, fines, and other charges which arise against the Unit during the term of the Lease. Any such payment shall reduce the obligation of Tenant(s) to pay rent to the Landlord.

8. If any Tenant fails to comply with the Association's written request to pay unpaid charges, said Tenant shall become obligated to pay to the Association all such charges, interest and costs of collection, including reasonable attorneys' fees incurred by the Association.

9. Tenant(s) may use and occupy the residence only as a private residence for the use of Tenant and Tenant's family, said occupancy not to exceed four (4) persons.

10. Each Tenant shall conduct him or herself, and shall cause his or her guests, to conduct themselves, while in or on any common areas, or limited common areas or elements, in a manner which does not disturb other Unit owners or Tenant(s), and which is not in violation of any laws, ordinances, regulations or in violation of the Declaration, By-Laws or Rules and Regulations of the Association.

11. Tenant(s) and their guests shall obey all parking rules and regulations. Visitors and guests shall not park in the space of another Unit Owner.

12. Each and every lease between a Unit Owner and a Tenant shall provide that Tenant(s) may not sublet or assign said Lease to any person or entity for any purpose.

13. All Unit Owners shall, within ten (10) days of the execution of a Lease with a Tenant or Tenants, pay to the Association a **non-refundable Leasing Administration Fee of One Hundred Fifty and no/100 (\$150.00) Dollars.** Additionally, each Unit Owner who has Leased a Unit shall be assessed a "move-in move-out" fee of **Twenty-Five (\$25.00) per move. The fee applies to both Unit Owner and Tenant moves.**

14. In the event that a Tenant or a Tenant's guest or visitor causes any damage to a common area or limited common element, the Association may, in its sole discretion, obtain a bid or bids for repair of said damage and bill the Unit Owner and/or the Tenant directly for said cost of repair. The Unit Owner or Tenant shall pay the cost of repair immediately upon presentation to the Unit Owner or Tenant(s) of written demand for said payment.

15. It shall be the responsibility of the Unit Owner to report to the management company, if applicable, and to the Association Board, any changes in the status or contents of a Lease within ten (10) days of such change. A change in lease status is considered to include, but is not limited to, a change in the identity of a Tenant(s), and the expiration or termination of a Lease.

16. These Leasing Rules shall be deemed to be a part of each and every Lease entered into between a Unit Owner and Tenant(s), and it shall be the responsibility of the Unit Owner to present these Leasing Rules to his or her Tenant(s) and to have the Tenant(s) sign a document acknowledging receipt of same as set forth above in No. 4 of these Leasing Rules.

17. The liability of the Unit Owner and Tenant(s) for any costs or expenses or charges due the Association will not be abated or excused during any period of interruption in the occupancy of the Lease Unit, or due to any interruption or failure in the delivery of any service by the Association to the Unit, the Unit Owner or the Tenant(s), or by any alleged breach of the Condominium documents by the Association or by the Board or for any reason whatsoever.

These Leasing Rules are adopted on November 20, 2013, and shall be considered to be effective January 1, 2014.

Richard E Davis
President

Cindy Gilbert
Secretary