

Leasing of Units

The Board discussed issues related to leasing of units at SP and the ongoing problems of owner/landlords being in arrears in condo fees and assessments, tenants not following HOA rules, and the general preference to limit short term rentals. Section 9.7 of the Master Deed was discussed, as was Rule 9 of the Rules and Regulations, and the proposal to amend Rule 9 of the Rules and Regulations to set forth specific, minimum prudential requirements for leasing activities at SP. After discussing the proposal, upon motion duly made, and seconded, it was:

RESOLVED, that the Rules and Regulations for the Simmons Pointe Homeowners Association be amended by removing existing Rule 9 and replace it with a new Rule 9, to be effective upon its adoption by the Board, and required for all existing leases, renewal of existing leases, and future leases by unit owners, the new Rule 9 to read as follows:

9. Leasing of Units

- a. The lease of a Unit must be evidenced by an executed Lease and must be for a term of at least six (6) months.**
- b. At least 30 days prior to its effective date, any executed Lease of a Unit shall be submitted by Unit Owner to the HOA for approval, along with a statement of the Lease's relevant terms and conditions. The HOA may take any action it deems appropriate and reasonable in its review of the Lease, including approve it, disapprove it, or require changes to the Lease.**
- c. The HOA may require the proposed Tenant of a Lease to disclose such professional and personal information as may be required for a background/credit check of the tenant.**
- d. The HOA may require the inclusion of an Addendum to the Lease, specifying such appropriate action it shall determine in the event the Landlord/Unit Owner is in arrears in its payments of fees and assessments due and owing to the HOA. Furthermore, the Addendum may require the eviction of any Tenant whose tenancy was created in violation of any of the governing provisions of the HOA, including this Section 9, or any documents created in furtherance thereof.**
- e. The Unit Owner is responsible for requiring a Tenant to comply with all government documents, and rules and regulations of the HOA. The Unit Owner is required to post a current copy of the rules and regulations in the Unit.**
- f. The HOA may take any action it deems reasonable and necessary to protect the interests of the HOA with regards to the lease of a Unit, and any action taken by the HOA under this Rule shall be in its sole discretion and deemed in the best interest of the HOA.**

The Board then reviewed and discussed the attached documents created in furtherance of Rule 9 of the Rules and Regulations so adopted, as follows:

1. Request for Approval to Lease.
2. Form of Legal Mailing Address for Unit Owner and Tenant.
3. Authorization of Credit Check of Tenant.
4. Lease Addendum.

Upon motion duly made and seconded, it was:

RESOLVED, that the foregoing documents be approved for use in furtherance of the requirements of Rule 9 of the Rules and Regulations.

12/1/2012

**REQUEST FOR SP HOA
TO APPROVE PROPOSAL TO LEASE**

UNIT NO. _____

Proposed Tenant(s): _____ S.S. # _____

_____ S.S. # _____

Tenant(s) Current Address: _____

Tenant(s) Phone Number: _____

Emergency Contact Number: _____

SP Unit Owner must list all occupants that are to reside in the Unit: _____

Landlord(s) Name(s): _____

Landlord(s) Phone Number: _____ Email: _____

Lease Terms: Start Date _____ End Date: _____

Deposit Amount _____ Monthly Rent _____

Brokerage Firm/Address: _____

Brokerage Contact Person: _____

Phone Number: _____ Email: _____

Landlord hereby requests that the SP HOA approve the proposed lease. All such requests must be submitted at least 30 days prior to the start of any lease term. Accompanying this proposal are the following required documents:

1. The application fee of \$150 for review of such proposal.
2. An executed Form of Legal Mailing Address for Unit Owner and Tenant.
3. An Authorization of Credit Check executed by Tenant.
4. An executed copy of the proposed lease.
5. An executed copy of the SP HOA Lease Addendum.

Landlord will forward to SP HOA a completed copy of these documents for approval, as well as an annual renewal fee of \$50 for any renewal or extension of the lease beyond one year.

Landlord Signature: _____ Date: _____

SP HOA Action: _____ Date: _____

12/1/2012

LEGAL MAILING ADDRESS
FOR UNIT OWNERS/TENANTS OF
SIMMONS POINTE HOMEOWNERS ASSOCIATION

All communications, invoices and notices with regard to ownership or tenancy of a Unit of Simmons Pointe Condominium Association, as indicated below, should be sent to the following address:

Unit No.: _____

Owner(s): _____

Legal Mailing Address: _____

Telephone – Business/Home: _____

Email – Business/Home: _____

Emergency Contact Name: _____

Relationship: _____

Telephone – Email: _____

If the above Unit is leased, all communications, invoices and notices to the tenant of the above Unit should be sent to the Unit, unless otherwise indicated. Other contact information follows:

Tenant's Name: _____

Legal Mailing Address: _____

Telephone – Business/Home: _____

Email – Business/Home: _____

Emergency Contact Name: _____

Relationship: _____

Telephone – Email: _____

Signature Unit Owner/Date

Signature Tenant/ Date

12/1/2012

AUTHORIZATION FOR CREDIT CHECK

BY PROPOSED TENANT

I/We authorize a credit search, tenant background search or consumer report. I/We authorize the verification and release of all information in my/our application to lease a Unit in Simmons Pointe to the Landlord, SP Condominium Association, or the agency or business selected by the foregoing to undertake such search.

Applicant(s) Name: _____

Address: _____

S.S. #: _____

Date of Birth: _____

Signature/Date: _____

NOTICE

The application provided by you may be used to obtain a tenant screening report. The name and address of the consumer reporting agency that will be used to obtain such report is:

Pursuant to federal and state law:

- 1. If the Landlord or Condominium Association takes adverse action against you on the basis of information contained in a tenant screening report, you will be notified that such action was taken and supply you with the name and address of the consumer reporting agency that provided the tenant screening report on the basis of which such action was taken.**
- 2. If any adverse action is taken against you based on information contained in a consumer screening report, you have the right to inspect and received a free copy of that report by contacting the consumer reporting agency.**
- 3. Every tenant or prospective tenant is entitled to one free tenant screening report for each national consumer reporting agency annually, in addition to a credit report that should be obtained from www.annualcreditreport.com.**
- 4. Every tenant or prospective tenant may dispute inaccurate or incorrect information contained in a tenant screening report directly with the consumer reporting agency.**

LEGAL MAILING ADDRESS
FOR UNIT OWNERS/TENANTS OF
SIMMONS POINTE HOMEOWNERS ASSOCIATION

All communications, invoices and notices with regard to ownership or tenancy of a Unit of Simmons Pointe Condominium Association, as indicated below, should be sent to the following address:

Unit No.: _____
Owner(s): _____
Legal Mailing Address: _____

Telephone – Business/Home: _____
Email – Business/Home: _____
Emergency Contact Name: _____
Relationship: _____
Telephone – Email: _____

If the above Unit is leased, all communications, invoices and notices to the tenant of the above Unit should be sent to the Unit, unless otherwise indicated. Other contact information follows:

Tenant's Name: _____
Legal Mailing Address: _____

Telephone – Business/Home: _____
Email – Business/Home: _____
Emergency Contact Name: _____
Relationship: _____
Telephone – Email: _____

Signature Unit Owner/Date
12/1/2012

Signature Tenant/ Date

**LEASE ADDENDUM FOR
SIMMONS POINTE HOMEOWNERS ASSOCIATION**

Addendum attached to and forming part of the Lease dated _____,
between _____, Unit Owner of Unit No. _____, Simmons Pointe,
and _____, Tenant.

1. If and to the extent that any of the provision of this Addendum to the Lease conflicts or is otherwise inconsistent with any of the printed provisions of the Lease, whether or not such inconsistency is expressly noted in the Addendum, the provisions of the Addendum shall prevail.
2. If Unit Owner is more than Sixty (60) days in arrears in the payment of any fee or assessment levied by the Board of the Simmons Pointe Homeowners Association (HOA) (referred to herein as "Default"), then so long as such Default shall be continuing, the Tenant shall, upon receipt of written demand from the HOA , and or its agent, shall deliver to the HOA all the rent or other amounts otherwise due or to become due to the Unit Owner under the Lease.
3. Any payment made by Tenant pursuant to Paragraph 2 of this Addendum shall be a defense to any non-payment that Unit Owner may bring against Tenant.
4. Notwithstanding anything to the contrary, acceptance by the HOA of such sums pursuant to Paragraph 2 herein shall not be deemed a release or discharge of any other obligation of the Unit Owner or Tenant to the HOA.
5. Upon receipt of notice from the HOA that Unit Owner's Default has been cured, Tenant shall thereafter make rent payments in accordance with the Lease.
6. Tenant shall have the right to rely upon such notices of the HOA that Tenant shall pay all rents to the HOA, without obligation to inquire as to the actual existence of the Default, notwithstanding any claim of the Unit Owner to the contrary.
7. No rent due under the Lease may be paid in advance, other than the payment of the first month's rent upon execution of the Lease, unless approved in writing by the HOA.
8. Any other provision of the Lease or Addendum thereto, or any act or course of conduct between Unit Owner and Tenant, even in the absence of a written provision, the purpose or affect of which is to impair, diminish or eliminate any rights afforded the HOA under the Lease or Addendum, or under the governing documents of the HOA, shall be deemed null and void and shall have no effect upon those rights.

Unit Owner/Date

Tenant/Date

12/1/2012