

# *Moreland Courts Condominium Association, Inc.*

## NON-FAMILY GUEST POLICY AND PROCEDURE

The Moreland Courts Amended Declaration of Condominium Ownership states that Moreland Courts is intended to be an owner-occupied community. Accordingly, the renting, letting, or leasing, whether for monetary compensation or not, of any unit is prohibited. This prohibition extends to individuals who are not members of an Owner's family, as defined in Declaration Article III, Paragraph (B) (12) (a), and who reside in an Owner's Unit without the Owner, even as a guest. However, upon notification to MCCA management, non-family guests may stay in an Owner's Unit in the Owner's absence from the Unit (referred to as a "non-owner-occupied unit") for a limited period of time, not to exceed 14 days, as long as the guest stay does not conflict with or circumvent the Association's rental policy and procedure, and provided all of the following criteria are met:

- At least one of the non-family guests must be over 18 years of age;
- Guests staying in a non-owner-occupied unit must be informed of and adhere to all Association rules, policies, and restrictions;
- The guest(s) pays no compensation or consideration whatsoever to the Unit Owner for staying in the non-owner-occupied unit; and,
- For security and safety reasons, MCCA management must be notified in writing of a guest staying in a non-owner-occupied unit for a period exceeding 24 hours.

In addition, the following apply:

- Permission for temporary guest stay of a non-owner-occupied unit is fully revocable by MCCA management at any time for violation of MCCA rules and policies or if, in its discretion, removal of the guest is in MCCA's best interests.
- Once notified by MCCA management to vacate the non-owner-occupied unit, the guest must depart within 24 hours.
- Each day a non-family member guest(s) remains in the non-owner-occupied unit after the 24-hour notice period expires or beyond the 14-day limit is a new and separate violation of the MCCA rules. As authorized under the MCCA enforcement policy, MCCA will levy a \$50.00/day enforcement assessment for each day a non-family member(s) remains in the non-owner-occupied unit in violation of this policy or the MCCA rules.
- In certain limited situations, with prior notification, MCCA Management may, at its discretion, extend the period of the stay beyond the initial 14 days.

## PROCEDURE FOR NOTIFYING MCCA MANAGEMENT OF NON-FAMILY GUEST

Unit Owner(s) must submit a completed and signed "NOTIFICATION OF NON-FAMILY GUEST" form to the MCCA Management Office within 24 hours of the arrival of a non-family guest staying in a non-owner-occupied unit.

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NOTIFICATION OF NON-FAMILY GUEST  
WHILE MCCA UNIT OWNER IS AWAY

In accordance with MCCA Non-Family Guest Policy, the following information is provided to MCCA management regarding the non-family guest who will be staying in Owner Unit \_\_\_\_\_ during the time Unit Owner is away.

Name of Non-Family Guest(s): \_\_\_\_\_

\_\_\_\_\_

Dates of Stay\*: From \_\_\_\_\_ to \_\_\_\_\_  
Month/Day/Year Month/Day/Year

Purpose of Stay: \_\_\_\_\_

\_\_\_\_\_

Contact Information for Non-Family Guest

Phone: \_\_\_\_\_ Cellphone: \_\_\_\_\_

Email address: \_\_\_\_\_

Permanent address: \_\_\_\_\_

\_\_\_\_\_

Emergency contact information for Unit Owner:

Phone: \_\_\_\_\_ Cellphone: \_\_\_\_\_

Email address: \_\_\_\_\_

Address while away: \_\_\_\_\_

\_\_\_\_\_

\*Not to exceed 14 days.

I/we, Unit Owner(s) of \_\_\_\_\_ (the "Unit"), attest that the use of my Unit by a non-family member is for a limited time and does not constitute the renting, letting, or other leasing, whether for monetary compensation or not, of my Unit.

I have informed my guest that they must adhere to all MCCA rules, policies, and restrictions while staying in my Unit and that permission for a temporary stay is fully revocable by MCCA management at any time for failure to comply with MCCA rules.

I am responsible for the return of any fobs, keys, or garage door opener used by my guest at the termination of the stay.

I accept financial responsibility for all fees and assessments that may result from the temporary stay in my Unit, including removal or eviction of the non-family guest.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Unit Owner

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Unit Owner