

Moreland Courts Condominium Association, Inc.

RENTAL POLICY AND PROCEDURE

According to the Moreland Courts Amended Declaration, condominium Units are to be used primarily for owner-occupied single-family residence purposes. Unit rentals are limited to:

- An Owner's family, as defined in Article III, Section B (12) (a).
- A Unit owned by a trust or corporate entity whereby the corporate owners have the right to a one-time appointment of one designated person or family entitled to use the Unit.
- Any Unit the Association owns.

An exception is provided in Article III, Section B (12) (b) which states that the restriction on leasing does not apply as follows: "To meet a special situation, avoid a practical difficulty, or due to other hardship, a Unit Owner may lease their Unit for a maximum cumulative total of up to but no more than 24 months."

The MCCA Board of Directors adopts the following *Rental Policy and Procedure* with the belief that property values are enhanced by Units being owner-occupied. While affirming this position, the Board recognizes that certain circumstances may prompt a Unit Owner to request a "financial hardship" extension beyond the permitted twenty-four month maximum.

1. PROCESS FOR APPROVAL BY BOARD TO LEASE A UNIT

Submit a Unit Lease Application to the Management Office.

In addition, any Unit Owner applying to extend rental beyond 24 months must provide:

- a) A letter detailing their situation with proof of specific circumstances that may lead to financial hardship, including but not limited to:
 - Job loss or relocation
 - Death of a spouse
 - Divorce
 - Illness
- b) Any information that will corroborate clear financial hardship. (This may require submission of mortgage statements and/or tax returns in some cases.) ***All financial information submitted to Management will be kept strictly confidential and will be seen only by the General Manager and the MCCA Board Treasurer. They will make a recommendation to the Board.***

ALL Unit owners wishing to rent their Unit must demonstrate to the satisfaction of the Board:

- Their immediate intent to find a tenant to rent their Unit.
- Their intent to sell their Unit but specific circumstances prevent them from doing so at the present time.
- Their intent to live in the Unit or to have a family member live in the Unit but specific circumstances prevent them from doing so at the present time.

The MCCA Amended Declaration* requires ALL Unit Owners leasing their Unit to:

- Use the Association's required leasing form.
- Obtain a credit check and a criminal record check of the prospective tenant and to provide the results of both such checks to the Association.
- Note that no more than a total of thirty (30) units can be rented/leased at any given time.

***Please consult Article III, Sections 12, 13 and 14 (pages 24-27) for further information and restrictions.**

2. TERMS RELATED TO HARDSHIP RENTALS

The Board's approval to extend the right to lease will remain in effect with the following limitations:

- If the Unit Owner does not lease their Unit within six months after receiving approval, the Unit Owner will be removed from the rental list. A new application may be submitted.
- A Unit Owner who becomes delinquent in any Association financial obligations may lose Board approval of the Unit Owner's "*Request to Rent Unit Application*." A new application may be submitted once all Association assessments, fees and costs are paid in full.

3. TWELVE-MONTH RENEWABLE LEASE TERM

The Board will not permit a renewable rental term in excess of 12 months nor is a rental term for less than 12 months permitted without explicit Board written authorization. A lease may be renewable, at the discretion of the Board, upon written application, as per Article III, Section B, (12) (b), page 24.

4. TENANT ACCESS

Before a tenant will be granted access, the following information must be submitted to the MCCA Management Office:

- a) A copy of the notarized Lease Agreement that satisfies all the terms of this policy.
- b) A completed copy of the *New Unit Owner/Resident Information* form (copies available in the Management Office).
- c) A completed copy of the *MCCA Moving Agreement*, a security deposit and a *MCCA Parking Garage Registration and Acknowledgement of Unit Owner Responsibility* form (also available from Management).

5. PET RESTRICTIONS

Not more than one dog or two domesticated cats are permitted to reside in a Unit, and a completed *MCCA Pet Registration and Acknowledgement of Responsibility* form must be filed with the Association in advance of any pets residing in the Unit. See Section on Pets in the Amended Declaration, Article III, Section B (6) for further information and restrictions.

6. ADHERENCE TO THE ASSOCIATION'S GOVERNING DOCUMENTS

The Unit Owner's Lease must include the covenants and restrictions of the MCCA Declaration and By-laws, as well as the Policies and Rules of the MCCA (hereafter referred to as MCCA Governing Documents), and must include the following provisions:

- a) Any enforcement assessment levied against the Unit Owner for any act of the Tenant or the Tenant's occupants, family members or guests will be billed to the Unit Owner's account.
- b) The Unit Owner will promptly notify Tenant of any changes to the Governing Documents and the Tenant is obligated to comply with any changes.
- c) The Tenant must acknowledge receipt of the MCCA Governing Documents and acknowledge their agreement to abide by them.

7. UNIT OWNER DEFAULT

A default on any Association monthly fee or assessment by the Unit Owner will amend the terms of the Lease and allow the Association to receive Tenant's rental payments in place of the Unit Owner or to take enforcement action to enjoin, abate or remedy, including the removal and eviction of Tenant from the Premises.

8. OCCUPANCY RESTRICTIONS

Occupancy of a Unit is expressly limited to no more than two persons per bedroom residing in the Unit. (Reside means more than 30 days out of any 12-month period.) Any person 36 months of age or younger is not counted towards this restriction.

Upon notification to MCCA management, non-family guests may reside in a non-owner-occupied Unit for a limited period not to exceed 14 days, as long as the stay does not conflict with or circumvent the Association's rental policy and procedure. (In certain limited situations MCCA management may, at its discretion, extend the period of guest stay beyond the initial 14 days.) *Please see the MCCA Non-Family Guest Policy and Procedure for further information. (Available online or from the management office.)*

9. UNIT LEASE AGREEMENT FORM

The MCCA Lease Form will be used as the standard Lease Agreement for all rentals. The Unit Owner may supplement conditions to this Lease Agreement, but may not subtract, or otherwise modify, the existing language and form. In all cases, MCCA Governing Documents prevail.

RIGHT TO REVISE POLICY

Revised on March 15, 2016.

Original Policy approved by MCCA Board of Directors on March 18, 2004.

The MCCA Board of Directors may revise this policy at any time in the future, at its discretion, with due written notice to Unit Owners.

Moreland Courts Condominium Association, Inc.

UNIT LEASE APPLICATION

In accordance with Article III, Section B (12) of the Moreland Courts Condominium Declaration of Condominium Ownership, I/we _____, being the Unit Owner(s) of _____ request permission from the Moreland Courts Condominium Association, Inc.'s ("MCCA") Board of Directors, in accordance with the "MCCA Unit Owner Rental Policy and Procedure," to rent the Unit for a term not to exceed twelve months beginning _____, 20____.

If permission to rent the Unit is received, my/our mailing address will be:

Telephone: Home: _____ Work: _____

Mobile: _____ Email: _____

My/our Business Address: _____

In case of emergency, please contact: Name _____

Relationship: _____

Address: _____

Telephone: _____

My/our rental of the Unit is needed for the following reasons:

PLEASE ATTACH YOUR LETTER, AND ANY PERTINENT INFORMATION, INCLUDING CREDIT AND CRIMINAL RECORD CHECKS TO THIS FORM.

If the Board consents to the rental of my/our Unit, I/we understand and agree that such consent is conditional on the fact that all terms of the "MCCA Unit Owner Rental Policy and Procedure," which were originally attached to this application, are observed and made a part of the Lease with the tenant(s). I/we understand and agree that if the terms are not adhered to or broken at any time, including failure to include all terms in the Lease, that the Board's consent will be automatically and immediately revoked. I/we understand that I/we must provide MCCA with the name(s) of the proposed tenant(s) of my/our Unit, together with their current address, emergency contacts, place of work, and telephone numbers. I/we further understand and agree that I/we remain responsible for all duties and obligations of a Unit Owner at MCCA, including the responsibility to pay all fees, assessments, and other charges that may come due to MCCA.

Date

Signature(s)