

ACTION OF THE BOARD OF DIRECTORS  
OF  
COPPERSHIRE CONDOMINIUM HOMES

Pursuant to the provisions of the Master Deed for Coppershire Condominium Homes ("Coppershire"), which provisions authorize the Board of Directors to "enforce the remedies available against Unit Owners for violation of the provisions of the Condominium Documents..." the Board of Directors of Coppershire unanimously adopt the following rule containing a penalty for Restriction and Protective Covenant violations:

ESTABLISHMENT OF UNIT LEASING POLICY

**Resolved, that** in order to enforce restrictions of the community for a more uniform neighborhood appearance and the protection of the property values in Coppershire the following leasing policy has been adopted by Coppershire Board of Directors and will be enforced as outlined:

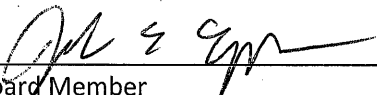


1. Definitions:
  - a. "Unit Owner" is defined in the Master Deed
  - b. "Family Member" shall mean any person related through marriage or blood line to the Unit Owner or the Unit Owner's spouse
  - c. "Unit" as defined in the Master Deed
  - d. "Renter" is defined as any non-owner occupant of the Unit, also referred to as "Lessee" or "Renter"
  - e. "Lease" is defined as a legal document defining the terms and conditions under which a non-unit owner shall use a unit as a habitat or living quarters.
  - f. "Approved Lease" is a lease that has already been reviewed and approved for use by the Board of Directors
2. All Leasing or Rental activities are subject to the Master Deed and this UNIT LEASING POLICY, whether or not:
  - a. The renter is a family member or other relative,
  - b. Any form of cash payment, or other consideration, is paid or provided by the Renter and received or used by the Unit Owner. Barter arrangements whether written or verbal in nature shall constitute consideration.
3. Leasing Agreement Content Requirements
  - a. The lease period shall be for a Minimum period of one (1) year.
  - b. The lease shall include as an attachment, a copy of the then current Associations Rules and Regulations.
  - c. The lease shall provide a prohibition against subleasing.
  - d. The lease shall contain the following Occupancy Standards:
    - i. No more than three (3) people in a One Bedroom Unit
    - ii. No more than five (5) people in a Two Bedroom Unit
  - e. A completed Unit Lease Information sheet (Exhibit B)
  - f. A completed Rental Rule Acknowledgement Form (Exhibit A) to be signed by the renters that states that the renters:
    - i. Have received a copy of the Association Rules and Regulations;
    - ii. Understand that they are subject to eviction for a violation of the Association Rules and Regulations
    - iii. Understand that in the event the Owner fails to pay all association dues, fines, and assessments that use of the association's amenities will be withheld.
    - iv. Understand that ***"If the Renter is in violation of any of the provisions of this policy, any of the Association Rules and Regulations, or any provision in the Master Deed, the Council through the Board of Director's may bring an action in its own name and/or in the name of the Unit Owner to have the renter evicted and/or to recover damages."***
4. The Rental Approval process to be followed by the Unit Owner is defined as:
  - a. Any and every change of renter shall require the submittal of a new lease agreement, and all required attachments, between a Unit Owner and the renter.
  - b. At least 15 days prior to leasing or renting a Unit the Unit owner must submit:
    - i. A copy of the fully executed lease which the Board shall maintain in their records
    - ii. A copy of the signed Rental Rule Acknowledgement Form (Exhibit A)
    - iii. A copy of the signed Unit Lease Information (Exhibit B)

c. The Board of Directors will send approvals or denials to Paragon Management Group within (10) ten business days. Paragon will forward the Board of Directors' decision to the homeowner.

5. As of the date of adoption, Unit Owners who are currently leasing their Units shall:
  - a. Within 30 days of receiving notice of this policy, submit to the board:
    - i. A copy of the current lease to the Board through the Management Company for their records
    - ii. A copy of the signed Rental Rule Acknowledgement Form
    - iii. A copy of the signed Unit Lease Information form
6. The Board of Directors reserves all rights to assess a fine in the amount of \$50 per month against any Unit and Unit Owner who fails to comply with the provisions of this Unit Leasing Policy. If a unit is discovered as being leased without prior approval, a notice will be sent to that Unit Owner and that Unit Owner must provide all required documentation within thirty (30) days of the date of the notification letter. Any Unit Owner may appeal such fine to the Board of Directors by submitting a written appeal request.
6. The Board of Directors reserves the right to modify this policy by a majority vote of the full Board of Directors.

**Note: In the case of a violation by a tenant, the letter will be sent to the tenant with a copy to the homeowner. All fines are to be added to the account of the homeowner.**

Adopted by the Board of Directors of Coppershire Condominium Homes.

 Board Member	<u>2/20/17</u> Date	 Board Member	<u>2/20/2017</u> Date
 Board Member	<u>2-20-17</u> Date		

**Rental Rule Acknowledgement Form**

In exchange for the opportunity to rent a Unit within Coppershire, we the renters, by the application of our signature below agree to the following provisions:

- 1. We acknowledge that we have received a copy of the Association's Rules and Regulations;
- 2. We understand that we are subject to these Rules and Restrictions;
- 3. We agree that we will abide by all the Rules and Regulations;
- 4. We acknowledge that we are responsible for the cost of repair of any damage to the common property, including but not limited to landscaping, carpeting, wall coverings, entrances, mailboxes, intercom systems, etc.
- 5. We acknowledge and understand that we will be subject to eviction by the association in accordance with the following paragraph:
  - a. *"If the Renter is in violation of any of the provisions of this policy, any of the Association Rules and Regulations, or any provision in the Master Deed, the Council through the Board of Director's may bring an action in its own name and/or in the name of the Unit Owner to have the renter evicted and/or to recover damages."*
- 6. We understand that in the event the Unit Owner fails to pay all association dues, fines, and assessments, that use of the association's amenities will be subject to being withheld until such time as the Owner's account is again current.
- 7. We understand that in the event the Unit Owner fails to pay all association dues, fines, and assessments, and maintain his account in a current status, that upon receiving written direction from the Association's attorney of that fact, we agree to make our rent payment directly to the association's attorney until directed to do otherwise.
- 8. We understand that we are responsible to submit to the association's management company any changes in our contact information and telephone numbers. This notification is to be made within a ten (10) day period of the event.
- 9. We acknowledge that we are not to exceed the following number of people to reside in the unit any anytime:
  - i. No more than two (2) people in a One Bedroom Unit
  - ii. No more than four (4) people in a Two Bedroom Unit

Signature Renter #1 \_\_\_\_\_ Date: \_\_\_\_\_

Signature Renter #2 \_\_\_\_\_ Date: \_\_\_\_\_

Signature Renter #3 \_\_\_\_\_ Date: \_\_\_\_\_

Signature Renter #4 \_\_\_\_\_ Date: \_\_\_\_\_

**Unit Lease Information**

Property Address: \_\_\_\_\_ Unit #: \_\_\_\_\_

Deeded Unit Owner(s):

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ email: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ email: \_\_\_\_\_

Owner Current Mailing Address:

Number/Street: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Owner Emergency Contact Information (if not local):

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Number/Street: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_ Home Cell Work (circle type)

Tenant or Occupant (Must list all occupants):

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Gender: M F (circle one)

Phone: \_\_\_\_\_ email: \_\_\_\_\_

Car: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Plate: ST \_\_\_ # \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Gender: M F (circle one)

Phone: \_\_\_\_\_ email: \_\_\_\_\_

Car: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Plate: ST \_\_\_ # \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Gender: M F (circle one)

Phone: \_\_\_\_\_ email: \_\_\_\_\_

Car: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Plate: ST \_\_\_ # \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Gender: M F (circle one)

Phone: \_\_\_\_\_ email: \_\_\_\_\_

Car: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Plate: ST \_\_\_ # \_\_\_\_\_

Lease Summary: Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_

*By signing this document, I (we) affirm that the information shown above is accurate and current as of the date of signature. In addition, by signing this document, I (we) as the Deeded Unit Owner(s), acknowledge our responsibility to make timely payments of our dues. I (we) further agree by our signature(s), that in the event we fail to make timely payments for a period of ninety (90) days, the association shall be allowed, without a court proceeding, to have the association's attorney direct our tenants, to make their rental payments directly to the association's attorney, until such time as our account is fully paid for the entire calendar year.*

Signature Deeded Owner #1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature Deeded Owner #2: \_\_\_\_\_ Date: \_\_\_\_\_