
THE LOFTS AT WETHERINGTON CONDOMINIUM ASSOCIATION

Unit Rental Authorization Application

There are limitations on whether a unit can be rented. Please refer to the Rental and Leasing Restriction Process and the Eight Amendment to our Declaration of Condominium Ownership for additional information. If your unit is an approved "Rental Unit" the following application is required for each new lease and tenant.

Requirements:

- All leases must be approved by the Board of Directors prior to rental.
- This authorization is revocable, subject to the terms in the Lease Agreement Addendum and any and all applicable Condominium Documents. In case of revocation, the Association may seek, at the expense of the unit owner, injunctive relief from the courts and/or eviction of any tenants residing in the unit.
- This authorization, subject to approval, is strictly for the lease contained herein and shall expire upon termination of said lease. This authorization shall not be construed as to authorize the rental of the unit in perpetuity, not to any renewals, nor does this authorization extend to other units he or she may own in the Association.
- All leases shall be for a minimum of 1 year. After the first year lease with a tenant month by month rentals with the that tenant are allowed.

Instructions:

1. The unit owner must fill out this form and Lease Agreement Addendum completely and accurately. Deficiencies in or inaccuracies of the information provided shall be grounds for revocation of this rental authorization, subject to the terms of the Lease Agreement Addendum.
2. The unit owner must provide the renter with a complete copy of the Association's governing documents in a form that is readily accessible to the renter.
3. Submit this application, along with the completed Lease Agreement Addendum and Unit Lease Agreement to the location provided at the bottom of this form.

Unit Information:

Building Address: _____ Unit Number: _____

Does this Unit Come with a Garage: No Yes

If Yes, Garage Bldg #: _____ Garage Unit #: _____

Will the renter have access to the garage: No Yes

Owner Information:

Name: _____

Mailing Address: _____

Primary Phone Number: _____ Secondary Phone Number: _____

Email Address: _____

Tenant Information:

Primary Tenant Name: _____

Primary Tenant Phone Number: _____

Primary Tenant Email Address: _____

Secondary Tenant Name: _____

Secondary Tenant Phone Number: _____

Secondary Tenant Email Address: _____

Emergency Contact Information Name: _____

Emergency Contact Phone number: _____

Policy Documents:

Please initial next to each document that it has been given by the owner to the tenant

<u>Document</u>	<u>Owner Initials</u>	<u>Tenant Initials</u>
Association Declaration	_____	_____
Association Bylaws	_____	_____
Pet Policy	_____	_____
Pool Policy	_____	_____
Parking Policy	_____	_____
Dryer Vent Cleaning Policy	_____	_____
Clubhouse Rental Rules and Regulations	_____	_____
Design Review Request	_____	_____
Grill Policy	_____	_____
Satellite Policy	_____	_____
Snow Policy	_____	_____
Fining Policy and Disciplinary Procedure	_____	_____

Owner Signature:

I, _____, have read, understand, and submit to the requirements, instructions, and provisions of the Lease Agreement Addendum contained herein and, to the best of my knowledge, have completed the same truthfully and accurately. Further, I understand that I am solely responsible for the actions of my tenants.

Owner Signature: _____ Date: _____

Tenant Signature:

I, _____, have received a copy of the governing documents and policies for the Lofts at Wetherington and understand that I, any other tenants residing in the unit, and our guests, must adhere to the rules and regulations therein.

Primary Tenant Signature: _____ Date: _____

Return Completed Form, Executed Lease Agreement Addendum and Lease to:

The Lofts at Wetherington Condominium Unit Owners' Association

c/o Advantage Property Management

7712 Blue Ash Road

Cincinnati, Ohio 45236

513-984-4114 (phone)

Or email to: MillAdvantage@fuse.net

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Association Action:

Accepted: _____ Denied: _____ Reason: _____

Association President or Authorized Agent: _____ Date: _____

Lease Agreement Addendum

The Lofts at Wetherington Condominium Unit Owners Association

THIS ADDENDUM is made this ____ day of _____, 20____, to a certain lease ("Lease") of Unit ____ in The Lofts at Wetherington Condominiums located at Chatham Court in West Chester, Ohio, such Condominium Lease Agreement being dated the ____ day of _____, 20____, by and between _____ ("Lessor") and _____ ("Lessee").

Execution of this Lease Addendum is a required condition of rental of a unit.

The Lessor and Lessee hereto expressly agree that the said Lease Agreement shall be amended and supplemented as provided herein and the following terms shall be incorporated into the Lease Agreement. In the event of any conflict between the terms and conditions of the Lease Agreement and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto. The parties agree as follows:

1. **USE:** The Lessee (which term shall at all times in this Addendum include all proposed occupants of the Unit) will use the premises only for single family, residential purposes by Lessee and his/her family members as set forth below. The Unit and the Condominium Property shall be used in accordance with the Declaration, Amendments, By-Laws and Rules and Regulations of the Association, as amended from time to time ("Condominium Documents"), receipt of which Lessee acknowledges. Lessee further agrees to comply with all laws, ordinances and regulations of any governmental entity having jurisdiction over the property in which the Unit is located. Lessee agrees not to make, or permit to be made, any disturbances, noise or annoyances of any kind which interfere with the rights of anyone else residing in the Condominium or which interfere with the operation of the Condominium. Occupancy of the Unit shall be limited to the following approved occupants:

Any occupancy of the Unit by anybody else shall require prior written approval by Lessor and The Lofts at Wetherington Condominium Unit Owners' Association ("the Association"), subject to the same requirements as may be required for the approval of leases generally.

2. **RIGHT TO RECEIVE RENTAL INCOME:** In the event Lessor is delinquent in Lessor's obligation to pay to Association any regular or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to notify Lessor and Lessee of any such delinquency, which notification shall be in writing (directed to Lessee at the Unit address). The Lessee shall be required to pay rental installments due under the Lease (but no higher than the amount due each month) or a portion thereof sufficient to pay said delinquent assessments, directly to the Association. This obligation will commence with the first rent payment due to the Lessor after 10 days of written notice and shall cease upon full satisfaction of the financial obligations of the Lessor to the Association. The Association will notify Lessee in writing.

3. REQUIREMENT TO MAINTAIN RENTER'S INSURANCE: The Lessee shall be required to secure and maintain renter's insurance for the duration of the lessee's occupancy of the unit and such insurance shall adequately cover liability and Lessee's personal property.

If so requested by the Association or the Lessor, Tenant shall produce evidence of said coverage. Tenant agrees that a failure by the Tenant to secure a renter's insurance policy shall be deemed a waiver of any right(s) Tenant may have against the Association for loss or damage to personal property of the Tenant.

4. LIMITATION OF LIABILITY /HOLD HARMLESS AND INDEMNITY: The Association shall not be liable to Lessor, or to Lessee, or Lessee's family, agents, guests, invitees, employees or servants for damage to persons or property caused by other residents or other persons. Lessee recognizes that the Association does not warrant the security of the property, and is not responsible for safety of Lessee, other unit occupants, nor their property. Lessor and Lessee jointly and severally agree to indemnify and hold the Association harmless from and against any claims for damages to person or property arising from Lessee's use and/or occupancy of the premises, or from any activity or work permitted to be suffered by Lessee in or about the premises. Association shall not be liable for personal injury, or damages to lessee's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established by clear and convincing evidence that the negligence or misconduct of the Association is the sole cause of any such injury or damage.

Lessee agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Lessee or other person upon the premises. Nothing contained in the Lease, this Addendum, or the Governing Documents shall in any manner:

- i. be deemed to make the Association a party to the Lease or this Addendum (except to the extent that the Association is an intended third party beneficiary of any of the covenants contained in the above referenced documents which are for the benefit and protection of the Association and are necessary to enable the Association to enforce its rights hereunder;
- ii. create any obligation or liability on the part of the Association to the Lessor or Lessee (including, without limitation, any obligation as a landlord under applicable law or any liability based on the Association's approval of the Lessee pursuant to the Declaration, such approval being solely for the benefit of the Association), or
- iii. create any rights or privileges of the Lessee under the Lease, this Addendum, or the Condominium Documents as to the Association.

5. DEFAULT/ENFORCEMENT: If the Lessee fails to comply with any of the provisions of the Condominium Documents, or fails to comply with any duties imposed by him/her by the Lease Agreement, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Lessor or Association specifying the noncompliance and indicating the intention of the Association or Lessor to terminate the Rental Agreement by reason thereof, Association or Lessor may terminate the Rental Agreement and/or Lessee's right of occupancy. In such instances, Association or Lessor may deliver a written notice to Lessee specifying the noncompliance and the Association's or Lessor's intent to terminate the Lease Agreement by reason thereof. Association may either seek relief in a court of competent jurisdiction for the eviction of the Lessee or seek an injunction for the removal of the Lessee, with or without joining the Lessor.

6. COSTS AND ATTORNEY'S FEES: If either the Lessor or the Lessee fails to comply with the agreements, conditions or covenants of the Lease Agreement or this Addendum, including, but not limited to, violations of the Condominium

Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the Association shall be entitled to its costs and attorney's fees of that action, at the arbitration, trial or appellate levels.

7. **ACCESS:** The Association and/or its authorized agent(s) shall have the irrevocable right to have access to the Unit as may be necessary to ascertain compliance herewith and/or for inspection, maintenance, repair or replacement of common elements accessible therefrom or from making emergency repairs necessary to prevent damage to common elements or other units. In the event repairs are to portions of the property which are not the Association's responsibility, Lessor and Lessee shall be responsible for all charges arising therefrom.

8. MISCELLANEOUS:

- a) **Binding Effect:** The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Addendum.
- b) **Waiver:** The failure of Association to enforce its rights as set forth in Lease Addendum shall not constitute a waiver of the Association's right to do so in any other instance.
- c) **Modification:** This Lease Addendum may only be modified by an instrument signed by Lessor, Lessee and Association.
- d) **Captions:** The captions contained in this Lease Addendum are for convenience sake only, and are not intended to constitute substantive provisions of this Lease Addendum, nor restrict the subject matter hereof.
- e) **Gender:** All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.
- f) **Lease Renewal/Extension:** Lessor and Lessee understand and agree that this Lease Addendum shall apply to any lease renewal as well. Lessor and Lessee also understand and agree that the Association shall have the right to approve any lease renewal or extension, which approval shall not be unreasonably withheld, and which shall be based solely upon compliance with the provisions of the Lease, this Lease Addendum and the governing documents of the condominium during the prior lease term.
- g) **Subletting/Transfer:** The lessee shall not be permitted to sublet the unit, or any portion thereof, including the garage if one is included with the unit, nor shall the lease be transferred to another individual(s) without prior approval from the Association.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day first written above.

LESSOR:

Name (print) _____ Name (signature) _____

Signature Date: _____

LESSEE:

Name (print) _____ Name (signature) _____

Signature Date: _____

WITNESS:

Name (print) _____ Name (signature) _____

Signature Date: _____