

Lakeshore Association

A Private Residential Community on Lake Michigan

Rental Responsibility Form

This document is a list of responsibilities for all rental agents and co-owners who rent or who allow other non-owner occupants to use their units within Lakeshore Condominiums. This form must be signed for each new rental or non-owner occupancy.

The Co-Owner or the designated Rental Agent shall adhere to the following rules:

- **Rental Unit Permit.** The co-owner or rental agent shall provide the Association Property Manager with a copy of the Rental Unit Permit issued by the City of St. Joseph before any leasing or occupancy begins.
- **Signed Lease Required Before Lease/Occupancy Begins.** The co-owner or rental agent shall provide a copy of the **signed** lease to the Property Manager at the Association office (Faxes not acceptable) for approval **at least ten (10) days before** the lease/occupancy begins.
- **Signed Rental Responsibility Form Required Before Lease/Occupancy Begins.** This Rental Responsibility Form must be signed by the co-owner or rental agent and all tenants or other non-occupant co-owners and submitted to the Property Manager **before** a lease or occupancy begins.
- **Occupancy change fees.** Payment of an occupancy change fee is required whenever there is any change of tenant or other non-owner occupant of a Unit. The occupancy change fee is due and payable at the time of the change of occupancy **before** a new tenant or occupant moves into the Unit.
 - For a lease/occupancy term of six (6) months or more, the occupancy change fee is \$100.00.
 - For a lease/occupancy rental term for three (3) months or more but less than six (6) months, the occupancy change fee is \$200.00.
 - For a lease/occupancy term of less than three (3) months, the occupancy change fee is \$300.00.

Failure to report an occupancy change and to pay an occupancy change fee when due will result in a fine or fines to the Co-owner in addition to the fees due.

- **Inspection Form.** A completed LCA Inspection Form must be filed with the Association **at least ten (10) days** prior to a new tenant or other non-owner occupying the unit or, if a new owner, no later than two weeks after closing. Inspection shall include:
 - AC drains inspected by licensed heating/cooling company once a year. Last A/C inspection completed on _____ (date).
 - All appliances, toilet, garbage disposal operate correctly
 - Operating fire alarm (smoke detector)
- **Gate Entry Code Registration.** The co-owner or rental agent shall provide the Property Manager with a completed LCA Gate Entry Code Registration Form and pay the required fee for every occupancy change prior to the start of the lease/occupancy term. A gate access code will be issued for a Unit for use by the tenant or non-owner occupant of that Unit when the signed lease and all required documents are submitted to the Property Manager and are approved and all fees have been paid. The code will be programmed to be active for the length of the lease or occupancy and will be deactivated on the lease/occupancy expiration

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date. Tenant or non-owner occupant must apply for and pay the fee for a gate activation code before the tenant's or non-owner occupant's occupancy begins. A tenant or non-owner occupant may not use a rental agent's gate access code after the tenant's or non-owner occupant's occupancy begins.

- **Violation of Gate Access Rules.** Co-owners, rental agents, tenants and non-owner occupants should read and shall comply with the Gate Access Rules. Co-owners are responsible for a tenant's or non-owner occupant's unauthorized use or misuse of the gate access code or vendor code assigned to the tenant or non-owner occupant of the co-owner's Unit. A violation of the Gate Access Rules by a rental agent, tenant or non-owner occupant may result in a fine or fines to the Co-owner. Misuse of a rental agent's gate access code will result in loss of the rental agent's gate access code.
- **Minimum Thirty (30) Day Lease.** The co-owner or rental agent shall comply with all City of St. Joseph rental ordinances. All leases and rental agreements shall comply with the minimum lease/occupancy term of 30 days. **Leasing for less than 30 days is prohibited.**
- **Notice to Property Manager.** All co-owners who personally manages their Unit(s) and all rental agents shall inform the Property Manager when a Unit is or will be vacated and available for leasing or occupancy and the vacancy and occupancy dates. The co-owner and rental agent shall provide the Property Manager with a copy of all proposed listings and advertisements for a Unit in any form of print or electronic media before listing or advertising the Unit. All advertisements and listings for a Unit shall accurately describe the Unit and the common area amenities available to tenants/occupants. The Property Manager may require the co-owner or rental agent to correct any inaccuracies in a listing or advertisement. The co-owner and rental agent shall notify the Property Manager before any leasing or occupancy of a Unit begins. The co-owner and rental agent shall notify the Property Manager when the occupancy of a Unit terminates.
- **Rules and Regulations.** Co-owners, tenants and non-owner occupants are responsible for complying with the by-laws and rules, regulations, and procedures as outlined in the Lakeshore Condominium Bylaws and Rules and Regulations. A copy of the Rules and Regulations (R&R) must be provided to each tenant. Each lease must include the USE OF PREMISES clause found in the R&R booklet. The Co-owner may be fined for violations by tenants or other non-owner occupants. Bylaws, Article VIII, Sec. 1.
- The following is the schedule of fines according to the Lakeshore Condominium By-Laws (Article VIII, Section 3):
 - First Violation: No fine
 - Second Violation: \$50.00 fine
 - Third Violation: \$100.00
 - Fourth Violation: \$200.00**Each day a violation occurs is a separate violation and will result in additional fines.**
- **Emergency Line Use.** The co-owner or rental agent is responsible to instruct tenants and non-owner occupants on usage of the Lakeshore Emergency line. Each non-emergency call will result in a \$25 fine to co-owner. Emergency calls are defined as:
 - Broken water pipes - Sewer/Plumbing back-up - Gas leaks
 - Flooding - Broken windows - Building power outage (notify AEP if total building has lost power)
 - Lockouts are not an emergency. \$50 cash lock out fee payable when service is rendered.

NOTE: Remember that any emergency / maintenance call and /or damage originating from an item that is the responsibility of the co-owner will be charged/invoiced to that owner.

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Signatures:

Building/Unit _____

Rental Agent:

As the rental agent, I agree to comply with the requirements set forth in this document. I acknowledge that the co-owner is responsible for all fines assessed if I fail to adhere to these requirements. Non-compliance may result in termination of my rental agent relationship with Lakeshore Association. I acknowledge that the co-owner is responsible for all fines assessed if the tenant/occupant violates the Lakeshore Association Rules and Regulations. Rule violations by the tenant/occupant may result in termination of the lease/occupancy.

Date _____ Printed Name _____ Signature _____

Co-owner:

As the co-owner, I have read the above responsibilities and agree to hold my rental agent accountable to comply with the requirements set forth in this document. I acknowledge that I am responsible for all fines assessed to me if my rental agent fails to adhere to these requirements. Non-compliance may result in termination of the rental agent relationship with Lakeshore Association. I acknowledge that I am responsible for all fines assessed to me if my tenant/occupant violates the Lakeshore Association Rules and Regulations. Rule violations by my tenant/occupant may result in termination of the lease/occupancy.

Date _____ Printed Name _____ Signature _____

Tenant / Non-Owner Occupant:

As the ___ Tenant or ___ Non-Owner Occupant, I acknowledge receipt of a copy of the Rules and Regulations. I have read and understand the rules and agree to comply with the Rules. I understand that my Lease contains the following provision:

Use of Premises: All tenants and non-owner occupants shall use and occupy the premises in a manner that complies with all public health, police and fire regulations, applicable ordinances of the City of St. Joseph, State of Michigan, requirements of the insurance company carrying insurance on the building and the Lakeshore Condominium Master Deed, Bylaws as recorded at Liber 103 Page 1 of the Berrien County Register of Deeds Office and Rules and Regulations. Tenants, occupants and guests shall comply with all of the Rules and Regulations of Lakeshore Association and all of the Association's changes and additions to the rules and regulations that are permitted by the Master Deed, By-laws or law. Any violation of the Rules and Regulations or Bylaws shall constitute a breach of lease.

I further understand that the Co-owner may be fined for violations of the Rules by tenants or other non-owner occupants. Bylaws, Article VIII, Sec. 1.

I acknowledge that Lakeshore Association strongly recommends that co-owners who rent their unit require their tenant(s) and non-owner occupants to obtain a renter policy (HO-4) for liability purposes.

Date _____ Printed Name _____ Signature _____

Date _____ Printed Name _____ Signature _____

Date _____ Printed Name _____ Signature _____