

# Lakeshore Association

A Private Residential Community on Lake Michigan

## Rental Agent / Co-Owner / Tenant / Occupant - 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:**

- Supply the Association with a copy of the **Rental Unit Permit** issued by the city of St. Joseph.
- Comply with all City of St. Joseph rental ordinances. Leasing for less than 30 days is prohibited.
- Provide a completed **LCA Gate Entry Code Registration Form** for every occupancy change.
- A completed **LCA Inspection Form** must be filed with the Association at least seven (7) 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:
  - A/C 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.
- A **\$100 fee** is required for the 1st occupancy change in a calendar year (includes corporate leases). Failure to report rental occupancy changes will result in a fine to Co-owner. The fee for each subsequent occupancy changes in the same calendar year is \$150.
- The following is the schedule of fines according to the Lakeshore Condominium By-Laws (Article VIII, Section 3):

- First Violation: No fine	- Third Violation: \$50.00
- Second Violation: \$25.00 fine	- Fourth Violation: \$100.00
- Adhere to the minimum rental time requirement of 30 days.
- A copy of the Rules and Regulations must be provided to each tenant. Each lease includes 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.
- Provide a **copy of the lease** to the office.
- Rental agent is responsible to instruct tenants 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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Building/Unit \_\_\_\_\_

**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 \_\_\_\_\_

**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 \_\_\_\_\_

**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: Resident 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. Occupants and guests shall comply with all of the Rules and Regulations set forth by Lakeshore Association. Occupants further agree to comply with all of the Management'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) to obtain a renter policy (HO-4) for liability purposes.

Date \_\_\_\_\_ Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Printed Name \_\_\_\_\_ Signature \_\_\_\_\_