

Example from midrise Declaration of Condominium

DECLARATION OF CONDOMINIUM

FOR

THE SHORES OF LONG BAYOU A CONDOMINIUM

Schedule I

17. Sales. Rental. Lease or Transfer.

17.01 In the event any Unit Owner wishes to sell, transfer, rent or lease his Unit, whether or not for compensation, the Association shall have the right to receive notice of and approve or deny said sale, transfer, rental or lease. Prior to closing or other transfer of title whenever a Unit is to be sold or transferred and prior to occupancy **whenever a Unit is to be rented or leased or otherwise occupied in the Owner's absence**, the Unit Owner shall provide to the Association such information as the Association shall request, which may include the following:

- (1) the expected date of such transfer of title or **occupancy**,
- (2) the name, address and business telephone number of each prospective legal owner and **occupant**,
- (3) the name and address of the mortgagee of the Unit, if any,
- (4) a copy of the lease, and
- (5) **any other information the Association may request to maintain accurate and complete records. It is the responsibility of the Unit Owner to provide the prospective buyer or lessee with a copy of this section and a copy of the Rules and Regulations of the Association prior to the signing of a sales contract or lease.**

17.02 Within ten (10) days after receiving such information as it requires, the Association shall provide written approval or denial to the Unit Owner and to the prospective transferee or occupant, as appropriate. This notice shall be in proper recordable form, signed by any officer of the Association before two witnesses and acknowledged by said officer before a Notary Public. A notice of denial shall designate the reason or reasons for denial. The requirement of prior approval from the Association is intended as a means for the Association to have accurate records of the persons occupying any Condominium Unit and to enable the Association to discharge its duties and responsibilities to the occupants, Unit Owners, and the Mortgagees. No person shall be denied approval for reasons which are unconstitutional or in violation of any Federal, State or local laws. Any attempt to sell, transfer, rent or lease said Unit without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee; provided, however, any deed or lease may be validated by subsequent approval of the Association and approval of a subsequent sale, transfer, rental or lease shall validate such prior transaction. Should the Board fail to act within the time stated above the Board shall, nevertheless, thereafter prepare and deliver its written approval in the required proper recordable form, and no conveyance of title or interest whatsoever

shall be deemed valid without such consent of the Board. The Unit Owner shall notify the Board in the event the sale, transfer, lease or rental to a third party which has been approved is not ultimately consummated.

17.03 The sub-leasing or sub-renting of a Unit shall be subject to the same limitations as are applicable to the leasing or renting thereof.

17.04 The Association shall have the right to require that a substantially uniform form of lease, or sub-lease, be used or, in the alternative, Board approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, an entire Unit may be rented, provided the occupancy is only by the lessee, his family, servants and guests. For purposes of this document, a lessee's family unit shall be defined as "one (1) to four (4) persons related by blood, marriage or adoption, or no more than two (2) unrelated persons living together as a single housekeeping unit." No individual rooms may be rented, and no units may be rented to a corporation, trust, partnership or other business entity for the general use by persons designated by such entities. No Unit Owner shall rent or lease his Unit for a period of less than three (3) months.(SEE AMMENDMENT for not less than 9 months)

If any Unit Owner violates this Section, the Association shall be permitted to take every legal remedy available to prevent such violation, and the Unit Owner in violation of this Section shall pay all costs and attorneys' fees that the Association may incur as a result of this litigation, including services rendered in any appellate action. All tenants will be required to abide by this Declaration, the Declaration of Covenants, the articles of incorporation and the bylaws of the Association and Homeowners' Association, and the rules and regulations of the Association and Homeowners' Association.

17.05 **A preset fee of up to \$100.00 may be charged by the Association** in connection with any transfer, sale, lease, sublease or approval thereof. The amount of said fee shall be determined by the Board from time to time.

17.06 Anything in this Section to the contrary notwithstanding, should any Condominium Parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the Owner of said Condominium Parcel through foreclosure, deed in lieu of foreclosure, or other means, shall have the unqualified right to obtain title, sell, lease or otherwise transfer said Unit, including the fee ownership thereof, without prior approval by the Board. Notice of said transfer is required in order to maintain accurate Association records. Such transferee shall be subject to the provisions of this Article in the same manner as any other Unit Owner.

17.07 **The Association may require a security deposit not greater than the equivalent of one (1) month's rent** from any lessee of the Unit prior to their occupancy. The amount of said security deposit shall be determined by the Board from time to time. These security deposits are for the purpose of providing partial security to the Association for any damage to the Common Elements and common areas of the Condominium caused by a lessee including, but not limited to, any damage caused in conjunction with the moving of furniture and furnishings in and out of the Unit.