

January 31, 2017

Rental Agent / Co-Owner /Tenant or Occupant /Responsibilities

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 their 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 by zoning ordinance.
- Provide a completed LCA Gate Entry Code Registration Form for every occupancy change
- A completed LCA Inspection Form must be filed with the Association 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
- 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 change 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 (R&R) 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 (Faxes not acceptable)
- 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.

As the rental agent, I agree to the above responsibilities and commit to adhere to these requirements.

Date _____ Printed Name _____ Signature _____

As the co-owner, I have read the above responsibilities and agree to hold my rental agent accountable to administer these 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 Condominiums.

Date _____ Printed Name _____ Signature _____

Building/Unit _____

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 Condominium. 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 Condominium Association strongly recommends that co-owners who rent their unit require their tenant(s) to obtain a renter policy (HO-4) for liability purposes.

Signature

Name: _____

___ Tenant ___ Non-owner Occupant

Dated: _____

Signature

Name: _____

___ Tenant ___ Non-owner Occupant

Dated: _____