

Valley Condominium Lease Violation Schedule

As voted on by the Board 4/3/2016

Non-submission of Lease and Background Checks of Renters

The board is going to enforce the CCR Section 9.2 (listed below) of the Declarations for the Valley Condominiums. We will require copy of the lease and the background checks (Public record and Criminal history) for approval before renter(s) move into the unit with one exception. The exception being relative family member. Failure to follow these rules will result in fines as listed below.

Lease Violation Schedule (As of April 3rd 2016)

Violations will result in **\$100** per event per unit to the unit owner.

Event is defined as per person.

Section 9.2 Lease from Valley Condo CCRs

“Any lease or rental agreement must provide that its terms are subject in all respects to the provisions of the Declaration and the Bylaws and rules and regulations of the Association, and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. The Board may require any Owner desiring to rent a Unit' to have any prospective tenant (other than a relative of the Owner) screened, at the Owner's cost, by a tenant screening service designated or approved by the Board and to furnish the report of the tenant screening service to the Board or its designee prior to Owner's entering into a lease with the prospective tenant. Copies of all leases and rental agreements shall be delivered to the Board before the tenancy commences. The lease or rental agreement shall list all persons who will be residing under the lease and their respective ages and the tenant shall provide such additional information as the Board may reasonably require. If any lessee or occupant of a Unit violates or permits the violation by his guests and invitees of any provisions hereof or of the Bylaws or of the rules and regulations of the Association, and the Board determines that such violations are continuing or have been repeated and that a prior notice to cease has been given, the Board may give notice to the lessee or occupant of the Unit and the Owner thereof to forthwith cease such violations; and if the violation continues or is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to evict the tenant or occupant if the Owner fails to do so after Notice and Opportunity to be Heard. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 16.”