

Rental Rules

WINDROSE EAST HOMEOWNERS' ASSOCIATION

The Board of Directors sets high standards for the appearance of our community. The goals include well-maintained homes and common areas and the implementation of regulations to secure a crime free neighborhood for residents and their guests. Owners in the Association take pride in their community. Oftentimes, investment properties are neglected and/or less maintained than owner occupied homes. Tenants do not always share the community's high standards created to improve and protect property values. In an effort maintain these standards; the Board of Directors has implemented the following rules for rental properties. Owners and their tenants shall comply with the Association's Rental Rules, as well as the Declaration of Covenants, Conditions and Restrictions, Bylaws, Architectural Review Guidelines, and Rules and Regulations (the "Community Documents"). The Association will assess monetary penalties against the Owner's unit for violations of the Community Documents. Compliance with these Community Documents is a vital part of the Association's success as a crime free neighborhood. Each Owner who rents a unit within the Association must comply with the Rental Rules and Regulations and assist in our goal for a crime free neighborhood. The Association seeks everyone's cooperation in making the community a desirable place to live.

Each Owner who rents a unit/lot or renews or revises an existing lease agreement on or after June 1, 2006 is required to comply with the following rules:

1. Written leases are required.
2. All leases must restrict occupancy to no more than three unrelated persons or a single family.
3. All leases executed as of June 2, 2006 shall be for a minimum term of 6 months.
4. To help Owners make the right decision regarding their rental applicants, all Owners are required to conduct a criminal background check on the Tenant applicants. In the event an Owner does not obtain a criminal background check, the Owner and Tenant(s) shall appoint the Board of Directors ("Board") as their agent to conduct a criminal background check of the Tenant(s) on behalf of the Owner. The Owner will be responsible to reimburse the Association for the expense of the criminal background check.
5. The Owner shall furnish the Board of Directors with a copy of the rental, lease or occupancy agreement ("Lease Agreement"), and the original Crime Free Lease Addendum signed by the Owner(s) and the Tenant(s). The Owner(s) and Tenant(s) shall certify that the Owner has furnished the Tenant(s) with copies of the Community Documents; that the Tenant(s) has agreed to be bound by the Community Documents; and that the Owner accepts responsibility for the Tenants' violations of the Community Documents. The Community Documents consist of the Declaration of Covenants, Conditions and Restrictions, Bylaws, Architectural Review Guidelines, and Rules and Regulations. A copy of the Crime Free Lease Addendum is attached.
6. The Owner shall furnish the Board or Committee with a copy of (i) the signed Lease Agreement and any renewals or revisions; (ii) the results of the criminal background check; and (iii) the Crime Free Lease Addendum within fifteen (15) days of signing the lease, renewal or revision.
7. In the event the Owner and/or Tenant(s) are in violation of the landscaping maintenance requirements of the Association, the Owner shall be required to hire a licensed and bonded landscaping company for landscape maintenance that is effective on the date of the violation and shall continue through the date of the lease. The Owner shall furnish the Board or Committee with a copy of the landscaping contract. The Owner shall ensure that the Board or Committee retains a current copy of the landscaping contract on file at all times during the lease.