

Leasing Policy
Rules Relating to Leases, Lessees and Non-Resident Homeowners

- A. A Homeowner shall not lease less than the entire Unit nor may the Unit be leased for transient or hotel purposes. Every lease must be for a minimum period of six (6) months.
- B. Every lease shall be in writing and shall contain the following: "THIS LEASE IS SUBJECT TO COMPLIANCE BY THE LESSOR AND THE LESSEE WITH ALL THE PROVISIONS OF THE DECLARATION OF COVENANTS & RESTRICTIONS, THE BY-LAWS, AND THE RULES AND REGULATIONS OF CHESTERFIELD HOMEOWNER ASSOCIATION."
- C. The Owner shall give a copy of any lease and the completed Leasing Questionnaire (Exhibit A), together with such additional information as may be required, to the Board and the Property Manager at least five (5) days prior to the occupancy date on the lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Owner's.
- D. The Owner must make available to the Lessee copies of the Declaration, By-laws, and the Rules and Regulations, and the Lessee shall be subject to and shall comply with all the terms thereof. The lessee should sign for documents, that they read and understand same. The Owner shall assume responsibility for any violation by his/her tenant of the Declaration, By-laws, or Rules & Regulations. If a tenant violates any provision of the Declaration, By-laws, or Rules & Regulations, the Board at its discretion shall determine what action or actions should be taken against the Owner and/or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions necessary to terminate the lease.
- E. All costs and expenses, including court costs and attorney fees, incurred by the Board in connection with any violations under this leasing policy shall be assessed to the account of the Homeowner responsible thereof.
- F. All off-site Homeowner shall provide the Chesterfield Homeowner Association and the Managing Agent, in writing, their current address(es) and telephone number(s) where they may be reached in an emergency, both at home and at work. Any expenses incurred by the Association in locating an Owner who fails to provide such information shall be assessed to that Homeowner... Any Owner who fails to provide his current mailing address shall be deemed to have waived the right to receive notices at any address other than the address of the home being leased. The Association shall not be liable for any loss, damage, injury or prejudice to the rights of said Owner caused by any delays in receiving any notice that may result therefrom. Changes in address should be reported to the Association and the Managing Agent at least seven (7) days prior to the change occurring.
- G. In addition to other rights granted by State law, homeowners of unapproved leases may also be assessed a daily fine of up to \$25.00 per day until the situation is remedied.
- H. Homeowner and/or tenant are responsible for his/her guests' compliance with the Declaration, By-laws, and Rules and Regulations of the Association.

EXHIBIT A LEASING QUESTIONNAIRE

Address_____

Owners Name_____

Owners Address_____

Owners Telephone number_____

Tenants Name_____

Other Occupants of the Residence_____

Tenants Prior Address_____

Tenant's Telephone Number_____

Lease Dates _____ to _____

Will the Tenant keep pets in the Residence? _____

If yes, what type of pet? _____

Please attach a copy of the lease to this Questionnaire.

I affirm that the information provided on this questionnaire is correct and complete and that the tenant has received a copy of the Declarations, by-laws and rules/regulations for the Chesterfield Homeowner Association.

Homeowner

Date

Tenant

Date