



# RENTAL POLICY & PROCEDURES

# TENANT/RENTAL CHECKLIST

- Copy of signed lease
  
- City of St. Louis Park rental license
  
- Proof of criminal background checks on all occupants and Owner Certification
  
- Copy of signed "Crime Free Lease Addendum"
  
- Completed Landlord/Tenant Information Sheet
  
- Move-in/Move-out Fee
  
- Signed copy of "Receipt of the Rules and Regulations" to tenants (make sure your renter is familiar with the move-in and out procedures).

All these items MUST be received by The Management Company for the Association PRIOR to move in by your tenants or you will be subject to fines for violation of the Rental Policy and Procedures. No owner shall allow possession of a unit by a tenant until all of the above items/information has been submitted to the Management Company or the Board of Directors.

# **GREENSBORO CONDOMINIUM OWNERS ASSOCIATION RENTAL POLICY**

The condominium unit and any limited common element associated therewith shall be used in such a manner so as not to disturb the use or enjoyment of any other unit owner. Special attention must be given to the level of noise, type of odors, method of decoration and use applicable to the condominium unit and limited common elements; and in that connection each person agrees to comply with provision of the Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations of the Association, as lawfully amended from time to time.

## **A. OCCUPANCY**

Each condominium unit shall be occupied and used only as a private dwelling for the owner, his or her family, tenants, and/or social guests and for no other purpose. No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted in any unit except as permitted under the Declaration for the maintenance of a home office.

## **B. RENTAL OF UNITS**

1. The Unit and/or garage must be leased in its entirety and cannot be subleased.
2. Garages may be leased to another Owner or occupant of a residential unit pursuant to a written lease. A copy of the lease must be provided to the Board or Management Company prior to the commencement of the lease term. A garage may not be leased to or used by any person other than an Owner or tenant of a residential unit.
3. All leases for residential and garage units must be in writing and a copy thereof provided to the Association prior to the commencement of the lease term.
4. Owners must inform the Association, with written notice to the Association Manager or Board of Directors, whenever they lease/rent their Units). Information is to be supplied to the Association no later than the commencement of the lease. This must include:
  - a. A copy of the rental/lease agreement with executed Crime-Free Addendum, which must be in writing (Crime-Free Addendum forms are available from the Association Manager).
  - b. The name(s) of all tenant(s) and occupants of the Unit, along with vehicle type(s) and license numbers for all vehicles owned or used by tenants. Tenants must abide by all parking Rules and Regulations of the Association, as maybe amended from time to time.
  - c. The term of the rental agreement (if not otherwise apparent from Lease). As transient leasing is not allowed, all leases must be for a minimum lease term of at least one hundred eighty (180) days.
  - d. A completed Landlord/Tenant Information Sheet, as provided by the Association.

- e. A "Receipt of Rules and Regulations" form signed by all tenant(s) indicating receipt of a copy of the Association's governing documents from the Owner.
  - f. A copy of the Landlord's Rental License as issued by the City of St. Louis Park for their Unit.
  - g. Proof that the Owner has conducted a criminal background check on each tenant or occupant prior to entering into any lease. Background checks must be completed on each adult occupant of the unit whether or not such occupant is or will be a party to the written lease. Proof may be in the form of a receipt issued to the Owner for the cost of such background searches as performed by a reputable screening company. Additionally, the Owner must complete and execute a Background Check Certification (Certification forms are available from the Manager).
  - h. Any other information or documents deemed necessary by the Board which relates to the operation of the Association as indicated on the Rental Checklist.
5. The Unit Owner must supply a copy of the Landlord/Tenant Information Sheet, each time a Unit is leased/rented to a new renter/occupant, or whenever the rental period is extended or renewed with an existing renter,
  6. All tenants and guests are subject to the Declaration, By-Laws, Rules/Regulations and Policies of the Association and language to that effect shall appear in the lease of any unit. The owner of a rental unit is responsible to provide the occupants with a current copy of the Association's Rules and Regulations and all other governing documents, The owner will be responsible for any and all infractions of the rules, regulations, and guidelines by a tenant or guest, along with any resulting fine or assessment. Owners should advise renters of the organizational structure of the Condominium Association, including what their responsibilities are and who should be contacted in the event any problems arise.
  7. The Owner of any rental unit has sole financial and legal responsibility for any and all assessments, fines and other amounts owed to the Association, as well as for any property damage resulting from the actions or omissions of his/her tenants) and/or guests. Please refer to Chapter 7 of these Rules regarding Sanctions and fines for violations of Association rules.
  8. Any maintenance requests to the Association in connection with a Unit must be submitted by the Owner and not by any tenants.
  9. All Owners and tenants are strongly encouraged to obtain their own insurance covering loss or damage to their Unit and personal property. The Association's master insurance policy does not cover a loss to personal property of an Owner or tenant.

# CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of the lease of the dwelling unit identified in the attached lease, Property Owner/Manager and Resident agree as follows:

**(1) Crime Free/Drug Free.**

Resident, any members of the resident's household or a guest or other person affiliated with resident shall not engage criminal activity, including drug-related criminal activity, on or near the premises.

1. Resident, any member of the resident's household or a guest or other person affiliated with resident shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises.
2. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. Resident, any member of the resident's household, or a guest, or other person affiliated with the resident shall not engage in the unlawful manufacturing, sell, using, storing, keeping, or giving of a controlled substance at any locations, whether on or near the premises or otherwise.
4. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

**(2) Disorderly Use.**

1. Resident, members of the resident's household, guests, or other persons under the resident's control shall not engage in the following Disorderly Use activities: violations of state law relating to alcoholic beverages, trespassing or disorderly conduct; and violation of the St. Louis Park City Code relating to prohibited noise.
2. THREE DISORDERLY USE VIOLATIONS INVOLVING THE SAME TENANCY WITHIN A CONTINUOUS TWELVE MONTH PERIOD SHALL BE A SUBSTANTIAL AND MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.

**(3) Definitions.**

1. The term "criminal activity" means prostitution, criminal street gang activity, threatening, intimidating or assaultive behavior, the unlawful discharge of firearms, or any other criminal activity on or near the premises that jeopardizes the health, safety and welfare of the landlord, his agent, other resident, neighbor or other third party, or involving imminent or actual serious property damage.
2. The term "drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance or any substance represented to be drugs (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802]).

**(4) Non-Exclusive Remedies.** The Crime Free/Drug Free and Disorderly Use provisions are in addition to all other terms of the lease and do not limit or replace any other provisions.

It is understood and agreed that a single violation shall be good cause for termination of this lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

Owner/Landlord Signature

Tenant Signature

Date

Dated

# RECEIPT OF RULES AND REGULATIONS

I, \_\_\_\_\_ ACKNOWLEDGE RECEIPT OF AND  
TENANT

AGREE TO ABIDE BY THE DECLARATION, BYLAWS, RULES AND REGULATIONS OF GREENSBORO CONDOMINIUM OWNERS ASSOCIATION, AS MAY BE AMENDED FROM TIME TO TIME.

I FURTHER AGREE AND UNDERSTAND THAT IF I VIOLATE ANY OF THE RULES AND REGULATIONS I MAY BE EVICTED IMMEDIATELY. (Subject to rental laws of the State of Minnesota)

TENANT \_\_\_\_\_ DATE \_\_\_\_\_

TENANT \_\_\_\_\_ DATE \_\_\_\_\_

LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

**LANDLORD/TENANT INFORMATION SHEET**

**GREENSBORO CONDOMINIUM OWNERS ASSOCIATION**

This Information Sheet must be completed and submitted to the Board of Directors or Property Manager, along with a copy of the signed lease and other required documents, as soon as possible prior to the commencement of the lease term.

Owner Name: \_\_\_\_\_

Owner Address:

Owner Telephone Number: (home)

(work)

(cell)

Property Address:

Tenant Name:

Tenant Telephone Number: (home)

(work)

(cell)

Names of All Occupants:

Make, Model and License plate No. of All Vehicles of Tenant / Occupant(s):

Vehicle #1:

Vehicle #2:

Vehicle #3:

Term of Lease:

Commencement Date of Lease:

Termination Date of Lease

**FOR ASSOCIATION USE ONLY**

Date Received:

Move In Fee Paid? *Y/N* Date:

Move Out Fee Paid: *Y/N* Date:

**CERTIFICATION OF OWNER**

Owner(s) Name(s):

Property Address: \_\_\_\_\_, Unit \_\_ ~ ~ \_\_\_\_\_ ~,'  
MN

Prospective Tenant Name(s): \_\_\_\_\_

I/we, the above-named Owner(s) of the above referenced unit located within Greensboro Condominium Owners Association ("Association"), do hereby certify to the Association, its agents and representatives, as follows:

1. *I/we* have undertaken to have a nationwide background check performed on each of the above named prospective tenants.
2. Such background check was performed by an independent, reputable, experienced professional.

The agency conducting the background check holds any and all licenses necessary to conduct such background checks as may be required by state or federal law.

4. I/we have reviewed the information contained in the background check reports(s), and there is nothing identified in those reports indicating that the prospective tenant(s) would pose a health or safety risk or pose any other type of danger to the other Owners and Occupants of the Greensboro Condominium community or their property. Specifically, there is <sup>110</sup> evidence of any of the following criminal activities:

- Assault, battery or other evidence of violence against persons or property
- Sexual assault or other criminal sexual activity
- Stalking, harassment or similar acts
- Robbery, burglary, murder, rape, or other violent felony against persons or property ••  
Drug-related activity

*I/we* understand that the above-described list is not intended to be exhaustive, and the mere absence of evidence of such activity does not necessarily indicate that the prospective tenant poses <sup>110</sup> health or safety risk or other type of danger to Owners or Occupants in the Greensboro Condominium community.

*I/we* hereby certify the above to be true as of the date hereof.

Date:

Name

Date:

Name

**ALL OWNERS OF THE PROPERTY MUST SIGN THIS CERTIFICATION~ AND ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC.**



STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_, before me appeared \_\_\_\_\_ to me personally known to be the person described in and who executed the same as his / her free act and deed.

Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_, before me appeared \_\_\_\_\_ to me personally known to be the person described in and who executed the same as his / her free act and deed.

Notary Public