

HOMEOWNERS TOWNHOUSE RENTAL OBLIGATIONS

1. Condominium Renting/Leasing Regulations – Terms & Conditions:

Homeowners renting or leasing or those that are considering renting or leasing their condominium unit or a portion thereof are reminded that they must adhere to the following terms and conditions as they pertain to renters:

DECLARATION: (IV) UNITS

(1) Occupation and Use: The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

(a) Each unit shall be occupied and used only as a private single family residence and for no other purpose.

(2) Requirements for Leasing:

(a) No owner shall rent/lease his unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant, to the following effect:

“I (*renter name*), covenant and agree that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration and the By-laws, and rules and regulation of the Condominium Corporation, during the term of my tenancy.” (Our QSSOP-054A)

Other Landlord Obligations:

It is the responsibility of the homeowner landlord to personally ensure that each prospective renter is given a copy of the following documents (available at the office or at www.pcc122.com) to read, understand, and accept prior to signing and providing the above agreement (2) (a) to the Corporation:

- (a)** Corporation’s Declaration, By-Laws, Schedules, Rules and Regulations;
- (b)** Corporation’s most recent Newsletter; and
- (c)** Condo Manual

Potential homeowner landlords must do their due diligence on any prospective renters by thoroughly checking their references and rental history prior to accepting their tenancy to determine if they meet the standards for our community and that the premises will be used in accordance with the Corporations By-Laws, Rules & Regulations. Homeowner landlords must be responsive to any complaints regarding their tenants and must act immediately upon notice to resolve any policy, by-law, rules or regulation violations.

The Landlord/Tenant contract must include a clause whereby the homeowner landlord (or designate) has the right to visit and inspect the premises regularly at his/her discretion to confirm there are no policy violations. The homeowner landlord may at his/her discretion give a reasonable amount of advance notice to the tenant (lead time may be agreed to by both parties) before performing each inspection. The homeowner landlord (or designate) must advise the tenant to take immediate corrective action for any violations and must follow up to ensure they have been enforced. Commercial businesses such as catering along with other high traffic and disruptive business activities are not allowed to be conducted in our complex and will not be tolerated.

Homeowner landlords will be contacted and held accountable to immediately rectify any breach of our policies by their renters. All community complaints will be addressed by the Board.

It is recommended that every resident refreshes their awareness by reading the Corporation’s Declaration, By-Laws and Regulations along with The Condo Manual.

Our residents are encouraged to report to the Site Manager any ongoing activities that violate our policies and disrupt our community.

2. Condominium Homeowner & Renter/Leaser Insurance Regulations:

Condominium homeowners are to purchase and have in effect at all times appropriate Condominium Insurance for their condo, which includes coverage for contents.

Renter/Leaser Insurance is carried by those who rent/lease property and only includes coverage for contents. This type of insurance **is not sufficient for condominium ownership.**

Condominium homeowners who choose to rent/lease their condominium are to purchase and have in effect at all times **Condominium Insurance** for their condo and contents when it is rented or leased as furnished, but may exclude contents when it is rented or leased as not furnished.

For the homeowner's protection, it is their responsibility to ensure the renter/leaser has the appropriate content insurance coverage at all times.

According to our Declaration: X. (3) the following insurance is to be maintained by the homeowner:

- a) Insurance on any additions or improvements made by the owner to his unit and for furnishing, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson and fraud.
- b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the corporation.

A copy of the Corporation's Insurance Certificate is included with the Periodic Information Certificate (PIC) that is distributed to homeowners bi-annually. Contact the Management Office should you require a copy.

3. By-Law No 5 - Standard Unit

Section 2: Deductibles

2.01 Damage to Common Elements:

If damage should occur to part of the common elements and an occupant of or visitor to a unit is responsible for such damage and such damage was not caused by the Corporation or any agent or employee thereof, and any proceeds of insurance are paid by the insurer of the Corporation, the deductible amount will be the responsibility of the owner who owns the unit in which the Unit Occupant responsible for the damage resides.

2.02 Damage to Units:

If damage should occur to a unit and such damage was not caused by the Corporation or any agent or employee thereof, and any proceeds of insurance are paid by the insurer of the Corporation, the deductible amount will be the responsibility of the owner who owns the damaged unit subject to any right of that owner to be indemnified by another Unit Occupant, which matter of indemnity shall be between the said owner and Unit Occupant and not involve the Corporation.