

LANDLORD-TENANT INSURANCE REQUIREMENTS

(As contained in the Rules & Regulations)

VII. Sales and Leasing

A. All sales and permitted leases must comply with the applicable provisions of the Declaration, By-Laws, and Condominium Property Act and County ordinances.

B. A "permitted lease" is one which is allowed pursuant to Section 2.12 of the Declaration. There is a limit of twenty percent (20%) leased units. Owners must reside in the community for a minimum of three years prior to turning the unit over for rental unless they can provide legitimate financial hardship prior to leasing the unit. In the event twenty percent (20%) or more of the units are being leased at any one time, an owner must establish a legitimate hardship prior to leasing the unit.

C. Leasing of any unit by future owners is permissible for any reason. Final approval of the lease is required by the Board of Directors. All lease agreements will be for a term of no longer that one (1) year. Renewal of a lease will require the redetermination of the Board of Directors, not the unit owner.

D. Additional Requirements that must be followed.

- **1.** A **Request to Lease** is completed and submitted.
- **2.** Homeowner must also submit a copy of their current H0-6 insurance policy including the agent contact information.
- 3. Homeowner is required to maintain *Landlord's Rental Condominium Insurance*. Requesting the Association and management company be named as *Additional Insured* with respects to Liability. Also, the policy must request limits of no less than \$500,000 with Personal Liability and include Water & Sewer Backup.
- **4.** Homeowner will be required to submit a professional **Tenants Background Check including a Credit Report** to the Association for review and approval.

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Algonquin Lakes Condominium Association

- **5.** Homeowner must supply a copy of their lease agreement and it must be approved by the Board. The lease can be no greater than annual and must be approved 30 days prior to each renewal.
- 6. Tenants will be required to maintain **Renters Coverage** with no less than \$500,000 in personal Liability and include Water & Sewer Backup. Requesting the Association and management company be named on the policy as **Additional Insured** with respects to Liability.
- **7.** If the Homeowner resides further than 200 miles from their unit being rented, a property manager (approved by the Board) is required to manage the activities and be available to the Board and Association for any issues or concerns relating to the property.
- **E.** Any Unit Owners given approval to lease their units must provide to the Board, to be received at the management company office prior to the tenant taking occupancy, a copy of the lease agreement, and the Unit Owner's new forwarding address. Unit Owners must update the management company with all forwarding addresses as they change.
- **F.** Unit Owners are responsible for supplying their tenants with a copy of the Rules and Regulations. Written acknowledgement must be obtained at the management company office of the tenant's agreement to abide by these Rules and Regulations prior to the tenant taking occupancy. Refer to Exhibit "D" for Rider to Lease. Unit Owners will be held financially responsible for any violation of such Rules and Regulations by their tenants and their tenant's pets, guests and guests' pets.
- **G.** In the event a Unit Owner has not sought to be approved or re-approved to lease his or her unit and leases it, has been denied to lease such Unit and leases it regardless, has not provided the lease agreement, the Unit Owners forwarding address, or the written acknowledgement by the tenant of the Rules and Regulations, or insurance items covered in Section D, the Association is entitled to and will act on, at the Unit Owners expense, all remedies, including eviction of the tenant, injunction against occupancy, lien on unit, and forced sale of the unit. **Violation will include at a minimum a \$500.00 fine repeating each month the Homeowner remains in violation**.

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