
Grandview Lot Owners' Association, Inc. Procedure

Title: GLOA Rental Procedure	
Document Author / Owner: Architecture Chair	Doc Number: Architecture 004 Revision: 3

1.0 Purpose:

- A. To define the requirements for renting property on Grandview Lake.

2.0 Procedure Overview:

- A. In the interest of protecting homeowners and their families, preserving property values and enhancing the quality of life within the community, GLOA has developed a policy addressing the renting/leasing within the community. The following practice outlines the rules, requirements, and responsibilities of homeowners wishing to rent or lease property within Grandview Lake.
- B. Nothing in this policy is intended to act to discriminate against any protected class, to wrongfully deprive anyone of housing or to violate any provision of the Fair Housing Act (FHA).
- C. **No partial leasing of premises or grounds.** Partial leasing of a home or grounds is not permitted. To clarify, an owner (Landlord) cannot reside in his home while also leasing a portion of it to another party. Lot Owner must move out. Changes in density, traffic, parking and noise are factors that can adversely impact the community; all are likely to occur when an owner engages in partial leasing.
- D. **Limits on occupancy.** Landlord Lease Agreements must clearly specify that the property is the residence of only the tenants who have signed the lease. See 3.0C for definition of single family. This guarantees GLOA's right to determine who lives at a Lot Owner's property; people whom the Landlord has screened and approved -- and to limit the number of occupants.
- E. **Grandfather Clause.** Existing Landlord Lease/Rental Agreements made prior to the passage and recording of the Combined and Restated Covenants and Restrictions for Grandview Lake - Amended Covenant #2 and new Covenant #24 on December 7, 2015 are grandfathered but are subject to these procedures and amended Covenant #2 and #24 and the Rental Procedure at the time of renewal of the existing Landlord Lease/Rental Agreement or any new Lease/Rental Agreements made after the date of recording.

3.0 Procedure Terms and Conditions:

- A. All Lots shall be known and described as residential lots. No house trailer, hut, shanty, or other structure shall be erected, placed or be permitted to remain on any such lot except one single family dwelling and detached accessory structures, such as a private garage, boat house, and other approved out-buildings incidental

to residential use. All dwellings or buildings erected thereon shall be of neat and presentable design and good workmanship. As of the date of this procedure, no portion of any accessory structure, such as garage or other similar detached accessory structures may be used for residential purposes, whether permanently or temporarily (such as mother-in law, house sitters, or granny quarters), without the prior written approval of the Board of Directors and without receiving the proper approval and permits of Bartholomew County. Accessory structures shall not have a kitchen. For purposes of this provision, the term "single family" includes the titled Owner(s), the Owner's spouse or significant other, children, grandchildren, grandparents, and temporary –guests (including live-in caretakers). Covenant #2

- B. All leases, including renewals, must be in writing (amounts and personal information redacted) and provided to the GLOA Office before a home can be leased or rented. A lease cannot be less than three (3) months in length. An Owner cannot lease less than his entire Lot, and subleasing is not permitted. All leases must notify the tenants that they must follow these Combined and Restated Covenants, and Restrictions for Grandview Lake, the Articles and Bylaws of the Association, all lake usage rules, and all rules and regulations properly adopted by the Board of Directors or the Association. This restriction on renting and leasing takes effect on the date this covenant amendment is recorded with the Bartholomew County Recorder's Office. Any Owner found to be in violation of any portion of this covenant by a court of competent jurisdiction may be permanently banned from leasing or renting his property – Covenant #24
- C. Rentals are permitted on Grandview Lake providing all terms and conditions are met including:
1. The Landlord and Tenant must sign a lease agreement for a minimum term of three months.
 2. The lease must specify the following:
 - The Landlord and Tenant agree to all provisions in this Rental Practice.
 - The Tenant agrees to use the premises solely as a personal residence.
- D. The premises may be occupied only by members of the Tenant's immediate family and others whose names are specified in the lease agreement. The Lease must be signed by all adult occupants of the premises; no more than two (2) unrelated adult tenants are allowed. See 3A for single family definition.
- E. Neither the Tenant nor the Landlord may sub-let or assign the leased premises or any portion of the leased premises or grounds.
- F. The Tenant agrees to provide access to the premises to the Grandview Lot Owner for the purpose of maintenance, repair, or replacement to maintain the premises.
- G. The lease must specify responsibilities to maintain grounds in good condition and removal of rubbish.

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- H. The Landlord provides the Tenant with the link to the GLOA Covenants, Bylaws, Policies, Procedures and Forms in the following link: <http://www.grandviewlake.org/> and informs tenant that they must abide by all these regulations.
1. If the tenant will be using a boat, they must come to the GLOA office to complete a Boat Registration Form which shall also be approved each year by the lot owner. The tenant must successfully complete the GLOA's boat safety instruction and view the Lake Safety video prior to being granted a "renter" color coded boat sticker and given an overview of Grandview Lake rules including copies of applicable procedures including: Lake Use Regulations, Watercraft Registration and Regulations, Boat Operation, and Lake Rules Enforcement and Disciplinary Action.
 2. Only one power boat may be registered by a tenant. This boat may be owned by the tenant or rented from the lot owner and must be identified with a rental sticker. The single boat owned or rented by the tenant is the only power boat allowed on the lot. Other power boats owned by the lot owner must be moved to another property or removed from the lake.
- I. No less than two weeks prior to the Tenant occupying the premises the Landlord must provide GLOA with copies of the following documents:
1. A copy of the "Rental Information and Acknowledgement Form" signed by the Landlord and Tenant.
 2. A copy of the lease, which is in compliance with all components of this policy, signed by both the Landlord and the Tenant, acknowledging that all components of this policy have been met.
- J. In the event that the Landlord and the Tenant agree to extend the lease after its expiration, the Landlord must provide GLOA with a copy of the new lease no less than two weeks prior to expiration of the old lease, signed by both the Landlord and the Tenant. The lease renewal must be in compliance with all provisions of this policy.

4.0 Rules Violations and Enforcement

- A. The Landlord is responsible for ensuring compliance by the tenant with all GLOA regulations.
- B. GLOA will strictly enforce the Rental Policy, as defined herein. Failure of any homeowner (Landlord) or Tenant to follow this Rental Procedure will be considered a rules violation.
- C. In the event of a rules violation by a Tenant, GLOA will send/hand carry a rules violation letter to both the Landlord and the Tenant.
- D. If a Tenant fails to correct a rules violation, non-compliance may result in all occupants of the lot losing lake privileges for up to 6-months or until the situation is remedied as determined by the GLOA Board of Directors.

5.0 Tenant Communications

- A. All Tenant communications must be directed to their Landlords, not to GLOA.

6.0. Approval and Effective Date

- A. The GLOA Board of Directors approved this procedure at its November 19, 2015 Board meeting, following the 2015 Grandview Lake Annual Meeting voting passage of this procedure. The Board will strictly follow this Rental Procedure going forward for all rentals at Grandview Lake.

See attached Rental Information and Acknowledgement Form

Document Revision History and Reason for Change:

Rev:	Sec Changed	Change Made:	Date
0		initial Issue	
1		Date procedure approved by board - November 19, 2015	
2		This restriction on renting and leasing takes effect December 7, 2015 which is the date that this covenant amendment was recorded with the Bartholomew County Recorder's Office.	
3		Revised to make clarifications on rental property boat restrictions. Approved by board on May 18, 2017	

Rental Information and Acknowledgement Form

Must be Provided to GLOA No Later than Two Weeks Prior to Occupancy

Rental Address and Lot #: _____

Homeowner (Landlord) Name(s): _____

Homeowner (Landlord) Current Address: _____

Homeowner (Landlord) Home Phone Number: _____

Homeowner (Landlord) Cell phone Number: _____

Homeowner (Landlord) Work Phone Number: _____

Homeowner (Landlord) Email Address: _____

Lease Term Dates (Minimum Three Months):

Lease Start Date: _____ Lease End Date: _____

Occupancy Date: _____ Renewal Options (If Any): _____

Adult Renter Name(s): _____ Renter

Children Name(s) and Age(s): _____ Renter

Automobiles, Make and Year: _____ Renter

Automobile License #s _____ Renter

Home Phone Number: _____ Renter

Work Phone Numbers: _____

Renter Cellphone Numbers: _____

Renter Email Address(s): _____

Renter Acknowledgment:

I/we have received, read, understand and agree to comply with GLOA Covenants, Bylaws, Policies, Procedures and Forms at <http://www.grandviewlake.org/> including the boat usage requirements as detailed in this procedure.

Renter Signatures:

All adult occupants of the rental property must sign this acknowledgement and their names must appear on the lease

Date Signed: _____

Homeowner (Landlord) Signature(s):

Date Signed: _____

Associated Documents and Records: