

ADDENDUM TO OWNER LEASE AGREEMENT

WHEREAS, _____, as Owner, and _____, Tenant, have entered into a written lease agreement dated _____ (the "Lease Agreement");

WHEREAS, the Lease Agreement involves certain real property with an address of _____, and such property is subject to the Rules and Regulations; Declaration _____ (the "Declaration"); Bylaws and Articles of Incorporation of _____ (the "Association") (such documents collectively referred to hereinafter as the "Governing Documents");

WHEREAS, the Owner has provided to the Tenant copies of said Governing Documents;

WHEREAS, for purposes of complying with the Governing Documents, the Owner and Tenant hereto incorporate this Addendum as additional provisions to the terms of the Lease Agreement and shall provide this Background Check Certification to the Association to meet the requirement for the screening of lessees through a reputable, professional screening organization; provided that such screening shall not violate federal, state or local discrimination laws.

NOW THEREFORE, the following provisions and information shall supplement the Lease Agreement.

General Information. The Association requires this general information.

1.1 Names of Tenant and all Occupants:

1.2 Tenant's phone numbers:

_____ Phone: ___ - ___ - ____
_____ Phone: ___ - ___ - ____

1.3 Occupants' Phone Numbers

_____ Phone: ___ - ___ - ____
_____ Phone: ___ - ___ - ____

1.4 Tenant's and Occupants' Vehicle Information

Vehicle 1: Make _____ Model _____ Color _____ License _____
Vehicle 2: Make _____ Model _____ Color _____ License _____

1.5 Owner's mailing address and phone number

Street:

City State Zip:

Contact Phone: ___ - ___ - ____

2.0 _____ **Association.** Tenant(s) acknowledge receipt of copies of the Association's Declarations, Bylaws, Rules and Regulations, and Articles of Incorporation. Tenant(s) agree(s) to abide by any and all provisions of the Governing Documents. The Owner shall supply a copy of the Governing Documents, and any future amendments thereto, to the Tenant and shall ensure that the Tenant and all occupants comply with all terms and requirements of the Governing Documents and laws of the State of Minnesota.

3.0 Tenant and Owner shall indemnify the Association for any damages caused to Association property (or Common Elements) as a result of the breach by Tenant(s) or occupants, or their guests, of any provision of the Governing Documents.

- 4.0 **Crime Free Lease Addendum.** Tenant and Owner shall execute a Crime Free Lease Addendum and abide by the terms therein.
- 5.0 **Default.** Tenant(s) failure to comply with any provision of the Governing Documents shall constitute an event of default under the Lease Agreement.
- 6.0 **Association Fees.** Notwithstanding anything to the contrary contained in this Lease, Owner is and shall remain personally responsible for the payment of any assessments or fees due the Association, and the Association shall look only to the Owner for payment of same.
- 7.0 **Right of Association to Commence Eviction Proceedings.** Owners leasing their Units hereby authorize and appoint the Association as their agent and attorney-in-fact for the commencement of the prosecution of eviction proceedings against the Tenant and all Occupants in the event the Tenant or any Occupants has committed such infraction(s), which in the opinion of the Association, are in violation of Crime Free Lease Addendum or the Governing Documents.
- 8.0 **Notice of Violation of Governing Documents or Crime Free Lease Addendum.** In the event that the Association determines that a Tenant or Occupants or their guests have violated the Governing Documents or Crime Free Lease Addendum, in conjunction with his/her occupancy of the Unit, the Association will notify the Owner of such violation, and the right to request a hearing, in accordance with Section 14.3 of the Declaration. The Association may, at any time, whether at the time of its first notification to the Owner or otherwise, demand the Owner commence eviction proceedings against the Occupants of the Unit within ten (10) days of such notification, subject to the right to a hearing. Notices hereunder shall be sent by standard first class U.S. mail addressed to the Owner at the Owner's address on file with the Association at that time. Prior to demanding the Owner start eviction proceedings, the Association may demand that the Owner resolve the problem with the Tenant or Occupants of the Unit within a given time period (not to exceed 30 days). Such a demand by the Association will in no way waive the Association's rights to later demand that eviction proceedings be commenced. Thereafter, the Association will enforce its Rules and Regulations as follows:
- 8.1 In the event that an Owner has failed to commence eviction proceedings against the Tenant or Occupant within ten (10) days of the Association's demand and has not requested a hearing within such time, the Association may, at its sole option, commence eviction proceedings against such Tenant or Occupants. In the event a hearing is requested, the Association shall not take action until the hearing has been held. There is no requirement to provide a hearing to the Tenant(s) and/or Occupants. The hearing is for the offending Owner to attend (with or without the Tenant(s) and/or Occupants).
- 8.2 The Association also has the option, in the event the Owner has failed to respond to a demand by the Association to start eviction proceedings or otherwise resolve the problem with the Tenant or Occupants to impose and levy a fine against the Unit and the Owner in the amount of \$25.00 per day until such time as the Owner commences an eviction proceeding against the

Tenant or Occupants of the Unit or until such time as the Tenant or Occupants of the Unit have voluntarily vacated the Unit, after complying with the provisions of Section 14.3 of the Declaration, Right to Hearing.

9.0 **Attorney’s Fees and Costs.** The Owner will be responsible for all of the Association’s attorneys’ fees and costs incurred as a result of a violation of the Governing Documents by the Owner or the Tenant or the Occupants of the Unit, and shall be responsible for all attorneys’ fees and costs incurred by the Association in acting to enforce the Governing Documents.

10.0 **Tenant Screening.** Prior to submitting the lease to the Association for review, the Owner submitting the lease shall have required a “residential tenant report” to be provided by a “residential Screening service” as described in Minn. Stat. 504B.235. The Owner shall review the Residential Tenant Report and provide a brief memorandum to the Association as to how the Owner used the information in the residential Tenant Report in the decision whether to lease to the prospective tenant and provide such memorandum and Residential Tenant Report to the Association with the proposed lease, prior to execution of the lease.

IN WITNESS WHEREOF, OWNER AND TENANT (S) have signed this ADDENDUM this _____ day of _____, 20__.

OWNER

TENANTS

Signature

Signature

Printed Name

Printed Name

Date

Date

BACKGROUND CHECK CERTIFICATION

Owner(s) Name(s):

Unit Address:

Prospective Tenant(s) and Occupant(s) Name(s):

I / We, the above-named Owner(s) of the above referenced unit located within Timber Creek Crossing Village Homes 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. An independent, reputable, experienced professional performed such background check.
3. 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 report(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 Association or their property. Specifically, there is no 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

