

# **NEWBERRY PLAZA CONDOMINIUM ASSOCIATION NEW LEASE PACKET FOR OWNERS**

To process a lease at Newberry Plaza, the Newberry Plaza Condominium Association requires that the owner submit the following items to the Management Office.

## **CHECK LIST**

**LEASE ADMINISTRATIVE FEE**

A \$275 Lease Processing Fee will be billed to your unit's assessment account. This fee is for the processing of the landlord and tenant's paperwork.

**MOVE OUT FEE**

If the unit owner ("Lessor") currently lives in the unit and requires time to move out, then elevator time is billed to the unit owner's assessment account at a rate of \$150.00 an hour. The unit owner is also responsible for any damage to common areas.

**FORMS**

Complete, initial, and sign (where required) the following:

- Owner's Name and Address Form
- Smoke Detector Certification with Notice of Intent to Rent
- Association Rider
- Lease

**Moves are scheduled Monday through Friday, 9-11am or 1-3pm.  
No moves are allowed on holidays.**

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION  
NEW LEASE PACKET FOR OWNER(S)**

The Newberry Plaza Condominium Association Board of Directors wishes to take this opportunity to thank you for your cooperation in processing your proposed tenant's lease. The requested information is necessary to assist management in maintaining Newberry as a first-class condominium. Management and the Board of Directors appreciate your assistance in completing the forms in this section and the forms for your proposed tenant(s) in New Lease Packet For Tenants.

Thank you.

BOARD OF DIRECTORS  
NEWBERRY PLAZA CONDOMINIUM ASSOCIATION

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**OWNER NAME AND CURRENT OR FORWARDING ADDRESS**

**UNIT NUMBER \_\_\_\_\_**

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**LEGAL AND BENEFICIAL OWNER(S) NAME OR HOLDER OF POWER OF DIRECTION IF UNIT HELD IN TRUST**

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**MAILING ADDRESS**

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**CITY, STATE, ZIP**

**(\_\_\_\_) \_\_\_\_\_  
HOME PHONE**

**(\_\_\_\_) \_\_\_\_\_  
OFFICE PHONE**

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**SMOKE DETECTOR CERTIFICATION**

I (we) certify that there is a smoke detector installed in the unit in good working order, in compliance with City Code.

OWNER(S) \_\_\_\_\_ (initials) \_\_\_\_\_ (initials)

**NOTICE OF INTENT TO LEASE**

In accordance with the Regulations established by the Board of Directors under the Declaration of Condominium Ownership, I (we) hereby submit to the Board of Directors this Notice Of Intention to Lease the above described Property to the party or parties (and only those parties) named following and upon the terms specified in the attached lease. The tender to and receipt by the Board of this completed form shall constitute valid notice of my (our) intention to lease the Unit.

I (We) understand that:

1. Within 30 days after receipt by the Board of this notice and accompanying required documents, the Board will either exercise its first right and option to lease the above mentioned Unit or will waive said right and option.
2. This lease transaction must be closed within 60 days after the Board has formally waived its first right option. Otherwise, the lease shall again become subject to the Board's first refusal right.
3. The hourly use fee of \$150.00 for the use of the elevator by the tenant to move in and out of the Unit and that any damages caused during such moves, if unpaid by my (our) Tenant, will be my (our) responsibility and, if unpaid, will automatically be charged to the unit's assessment account.

Attached to this New Lease Packet is a true copy of a lease with required Rider setting forth all of the terms of the agreement between the parties.

The monthly rent is \$ \_\_\_\_\_

I (We) certify that I (we) have read all sections of this New Lease Packet and the information therein is complete, true and correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**NEWBERRY PLAZA CONDOMINIUM ASSOCIATION RIDER**

This "Rider" is added to the attached lease in accordance with the Rules and Regulations of the Newberry Plaza Condominium Association. By executing this Rider, the undersign parties acknowledge expressly that every lease and the parties so noted in the lease shall be subjected in all respect to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association and any failure by the lessee to comply with the terms thereof shall be a default under this lease.

Lessee is fully responsible for complying with all Association governing documents, including the Declaration, By-Laws and Rules and Regulation. In the event of a violation of any of the Association governing documents, including, but not limited to those enumerated above, result in a fine or other charge, the Lessor (owner) will be ultimately held responsible for the fine, penalty or other administrative charge.

Lessee agrees to furnish the Association with a completed Resident Information Sheet, Lessee's home and office telephone numbers and with names of all occupants of the unit.

This lease shall be subject to the right of first refusal of the Association provided for in Article VIII, Section D of the Declaration of Condominium. Lessor shall, within five (5) days after the execution of this lease, deliver to the Association notice thereof, together with a signed copy of this lease request. Lessee agrees to cooperate fully in furnishing such information and, if required by the Association, to attend an orientation with the Association. In the event that the Association elects to exercise its right of first refusal, this lease shall be null and void and neither party shall have any rights or liability hereunder.

A sublease of the unit will require a complete new Lease Packet and will be considered an entirely new lease transaction. An assignment of this lease is not permitted. Lessor and Lessee shall furnish to the Association a complete Lease Packet prior to the occupancy of the unit. All leases must be for a minimum of 12 months.

Lessor and Lessee understand that any false statement made in the conjunction with executing this Lease is a violation of the Association's rules and would subject the Lessor to a fine and may result in the lease being void.

The Board of Directors of Newberry Plaza Condominium Association shall be a third party beneficiary of the lease and shall be entitled to pursue all available legal and equitable remedies in the event of any default. No rights of the Board of Directors shall be deemed to have been waived or abrogated by reasons of any previous failure to enforce the same.

This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
**TENANT** (Signature)

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
**TENANT** (Signature)