### Westwood III Townhomes Homeowners Association Tenant Approval Application – Request for Board Approval

Westwood III Townhomes Homeowners Association requires that all potential tenants of a rental/leased unit be approved by the Association Board prior to tenancy. The following written application must be completed and submitted to the Board of Directors of Westwood III Townhomes Homeowners Association for approval. The Board of Directors will render a decision regarding the rental approval agreement within two (2) working days of receiving the submission.

The Board of Directors, at its sole discretion, may approve or reject any application for rental/lease within Westwood III based upon the Association's adopted CCR's, rules, and regulations.

### Application Process Overview:

- Please review the documentation on the website regarding non-owner occupied units within the Association.
- The owner or owner's representative is responsible for providing a completed application that is legible, verifiable, and accurate.
- The application must be signed by all applicants to acknowledge their understanding of the rules and conditions and to confirm the accuracy of information.
- A nation-wide criminal background check for all adult (over the age of 18) potential residents must be submitted along with this application. Applications without a completed criminal background check will automatically be denied. Companies providing accepted Background Checks are listed on the HOA website. If you have any question about which report from a service is accepted, please ask prior to submitting your information.
- The Board of Directors will review all information. Arrests and/or convictions of civil and criminal activity may be evaluated. Any individual whose occupancy could constitute a direct threat to health or safety of other individuals or could result in physical damage to the premises will be denied.
- If the application is denied, the owner of the unit will be notified in writing (email) of that fact at the time of denial.
- Completed applications can be submitted by email to: <u>WW3Rentals@westwoodiiihoa.org</u>.

# WESTWOOD III HOA RENTAL APPLICATION

APPLICATION TO RENT UNIT: \_\_\_\_\_

CONTACT (Owner/Property Manager): \_\_\_\_\_

## PLEASE COMPLETE ALL SECTIONS BELOW (use additional pages if more adults are planning to reside in the Unit):

### 1. Primary Applicant:

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First:	Middle Initial:	Last:	
Current Address:			
City/State/Zip code:			
EMAIL:		Phone #:	
Drivers License: #	State:	Date of Birth:	
Employer:			
Employer:			

Co-Applicant:			
First:	Middle Initial:	Last:	
Current Address:			
City/State/Zip code:			
EMAIL:		Phone #:	
Drivers License: #	State:	Date of Birth:	
Employer:			

# 2. Name(s), ages(s), and relationship of all occupants (including minors).

Age	Relationship
-	Age

**3.** Automobile Information of all applicant vehicles. (Note to Applicants: your primary parking space is your garage, followed by your driveway and most driveways have space for two cars. Street parking in the HOA is limited and rental units are restricted to no more than three cars per unit, regardless of the number of adults residing there, with no more than one car to be regularly parked in the street.)

Make	Model	Color	License Plate #

**4.** Pets and/or Service Animals\* (including regularly caged small indoor pets such as hamsters, snakes, parrots, etc.). (Please note that the CC&R's restrict the number of pets to two per unit.)

Species/Type/Color (as appropriate)	Name	Stays exclusively indoors (Y/N)	Other notes

\* Note: Service Animals are not considered pets and do not fall under the CC&R restrictions, however, a listing is requested to avoid confusion between number of pets vs service animals.

I certify that the information I have submitted on this application is correct and hereby authorize Westwood III Townhomes Homeowners Association to review my personal criminal background check and make any inquiries deemed necessary to evaluate my tenancy. I understand that giving false or incomplete information is grounds for rejection of this application. If any information supplied on this application is later found to be false, it is grounds for termination of tenancy. Furthermore, by signing below, I acknowledge that I have read and understand the application process and policies of Westwood III Townhomes Homeowners Association and that all rules and regulations have been made available to me on the HOA website.

Applicant's Signature

Date

Co-Applicant's Signature

Date

# TO BE COMPLETED BY THE OWNER / OWNER'S REPRESENTATIVE:

Unit :		
Name of Primary Applicant for Tenancy:		
I have conducted my own review of the tenant's application and believe they will be a positive addition to the community.		
I am aware that they do / do not have pets and advised them of the limitations.		
I have advised them of the parking limitations.		
I have provided them with access to all governing documents and rules.		
I have made following the HOA rules & regulations a condition of the rental agreement.		
I understand that the owner will be held accountable for renter infractions.		
I understand that the Board may demand termination of a tenant's lease agreement if there are multiple rule violations.		
Owner's Signature / Owner Representative Date		
Name (Print)		
If the application is supplied by a Property Management service, please provide contact information :		
Company Name:		
Phone:		

Email:	

# Westwood III Townhomes Homeowners Association

#### Selected By-Laws provided for Non-Owner Occupied Properties

The by-laws listed below are from Westwood III CC&Rs and are followed by all homeowners within this Association. They have been pulled out of the document as they may specifically and more directly impact renters living within the HOA. The full version, as well as other guidance, is available on the HOA website, <a href="http://westwoodiiihoa.org/">http://westwoodiiihoa.org/</a>. The full version, as well as other guidance, is available on the HOA website, <a href="http://westwoodiiihoa.org/">http://westwoodiiihoa.org/</a>. Failure to review the full document does not limit the Board's ability to enforce any additional clauses from the CC&R or other rules that have been duly passed. Renters, as part of the rental application process, are required to review the below and sign they acknowledge that living within the Westwood III HOA means living under all rules and requirements of the HOA, not just the information provided below.

#### 7.2 Residential Use

Building Lots are to be used for residential purposes. No part of properties shall be used directly or indirectly, for any business, commercial, civil, manufacturing, mercantile, storing, vending, or other such nonresidential purposes excepting home offices not entailing the employment of third persons on the premises. No outward appearance of a business is permitted; traffic, parking, lighting, etc. may not be in excess of normal in the neighborhood. The home office must be incidental and secondary to the use as a dwelling and may not infringe on Common Areas in any way.

#### 7.3 Offensive or Unlawful Activities

No noxious or offensive activities shall be carried on upon any Building Lot or Common Area, nor shall anything be done or placed on any Building Lot or Common Area if it interferes with or jeopardizes the enjoyment of other Building Lots or the Common Areas or is a source of annoyance to residents. No unlawful use shall be made of a Building Lot or any part thereof, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

#### 7.4 Use of Outdoor Living Areas

Outdoor Living Areas shall be generally used for patios/decks, private planting and landscaping areas. Clotheslines are permitted to be used within the Outdoor Living Areas if they are no higher than fence height, are not visible from the street, and are not attached to a fence or Building Structure. Additional uses requiring structural modifications or installation of equipment are considered Improvements, either General or Special, and must be approved by the Architectural Review Committee.

### 7.5 Parking

Parking of boats, trailers, oversized trucks, truck campers or other recreational vehicles or equipment and vehicles in excess of 3,000 pounds gross vehicle weight shall not be allowed on any part of the Property or on public streets adjacent thereto. No vehicles shall be parked on any part of the property except within the confines of an enclosed garage or within areas designated by the Board for parking purposes such as driveways or marked street locations.

#### 7.6 Vehicles in Disrepair

No Owner shall permit any vehicle that is in an extreme state of disrepair to be abandoned or to remain parked upon any Building Lot or on the Common Area for a period in excess of 48 hours. A vehicle shall be deemed in an "extreme state of disrepair" when the Board reasonably determines that its presence offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five days following date on which notice is mailed to such Owner by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner.

### 7.7 Signs

No signs shall be erected or maintained on any Building Lot except signs approved as to appearance and location by the Architectural Review Committee.

#### 7.8 Rubbish and Trash

No building Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary container for proper disposal and out of public view. If any default under this section 7.8 exists for a period longer than ten days after written notice of such default is mailed to the responsible Owner by the Association, the Association shall have, in addition to any other rights under this Declaration or law or in equity, the remedies specified in Section 8.2 (a), (b) and (c). Upon resolution of the Board, duly enacted, all Owners shall utilize the trash collective services of a single designated company and pay to the Association the standard rate for monthly service and shall not permit containers to be in public view excepting at such time(s) as designated by the Board from time to time.

### 7.9 Temporary Structures

No structure of a temporary character nor any trailer, basement, tent, shack, garage, barn or other outbuilding on any Building Lot shall be used at any time, either temporarily or permanently, as a residence.

### 7.11 Pets

No animals, livestock or poultry of any kind shall be raised, bred for commercial purposes or kept on any part of the Properties except dogs, cats or other tame, domestic household pets, provided that all pets except cats shall be kept on a leash under the personal control and in the presence of the owner and at all time. Pets are limited to two (2) per lot.

### 7.12 Storage of Personal Property

No Personal property or materials shall be stored on any portion of the Common Areas or Outdoor Living Areas except as may be expressly permitted by the Rules and Regulations of the Board adopted from time-to-time.

I the undersigned acknowledge that I have read and understand all Rules and Regulations and expanded guidelines of Westwood III Homeowners Association as made available to me on <a href="http://westwoodiiihoa.org/">http://westwoodiiihoa.org/</a>, and do hereby agree to abide by them if I am accepted as a tenant within the HOA.

Applicant's Signature

Date

Return to: WW3Rentals@westwoodiiihoa.org or

Westwood III Townhomes Homeowners Association c/o Sterling Management Group 977 Willagillespie Road Eugene, OR 97401 www.westwoodiiihoa.org