

LEASE APPROVAL PROCESS FOR UNIT OWNERS

I. The Following Items MUST BE Completed and included For BOD Review/Approval:

1. An email addressed to the NULU LOFTS BOARD, sent to Donna Skaggs at Evans Property Management requesting approval to lease your unit (donna@evans-property.com)
2. A completed "Application To Lease Unit" (Exhibit E in Master Deed Amendment). A blank copy of the form is attached below for use.
3. A copy of the lease agreement that the Unit Owner intends to use. **The lease MUST be for a term of at least 1 year.** If a lessee has not been identified at the time of the lease request submittal, a **proposed (blank)** lease agreement can be submitted. The HOA does not need to know the lease cost or to have a lessee identified to consider a request to lease;
4. A completed "Addendum to Lease" (Exhibit F in Master Deed Amendment). A blank copy of the form is attached below for use. This form, to be completed by the Unit Owner & lessee, acknowledges both are aware of lease requirements. If a lessee has not been identified at the time of the lease request submittal it can be submitted with just the Unit Owner's signature; and
5. The \$50.00 application fee. Contact Donna Skaggs at Evans Property Management for electronic funds transfer or information on how to drop off a check at their office.
Donna Skaggs: donna@evans-property.com, or 502-410-4190.

II. Once Evans Property Management confirms receipt of all the above required documents and payment, they will contact the Nulu Lofts Board who will then proceed with consideration of the request to lease. Evans Property Management shall forward copies of all above documents to the Nulu Lofts Board.

IV. Once BOD Approval Is Given:

1. The Nulu Lofts Board will notify Evans Property Management, who will in turn notify the Unit Owner that approval to lease has been given; said lease approval will remain in effect for 45 days from date of approval.
2. Included in that notification:
 - a. A reminder that if not already completed, as soon as the lease agreement, including the Addendum to Lease, has been executed with the identified lessee, **it** shall be sent to Evans Property Management, who will then provide it to the Nulu Lofts Board.
 - b. A reminder for the lessee to supply their complete contact information, including a valid email address, to Evans Property Management, prior to moving in; and
 - c. Notification that the lessee needs to contact Evans Property Management to arrange moving into the condo. **NOTE:** Move ins/outs require installation of elevator pads and use of the elevator key and must be reserved through Evans Property Management at least 5 business days prior to move-in date.
3. If the Unit has not been leased after 45 days, the lease approval shall be considered expired and the Unit must be withdrawn. The Unit Owner shall resubmit their request to lease, including all documents and fees outlined in section I above, and must await re-approval or denial of their application to lease before proceeding.

EXHIBIT E

APPLICATION TO LEASE UNIT

Instructions:

Fill out the information below, and attach the necessary noted documentation. Said Application must be sent via email to Evans Property Management: donna@evans-property.com Any Application received without the Application submission fee will not be accepted or considered.

- Date: _____
- Type of Application Submission (check one):

_____ **New application** _____ **Renewal of application**
- Owner's Name: _____
- Unit Address: _____
- Attach copy of proposed Lease Agreement, (include approved Addendum Form with Lease Agreement).
- Attach Application submission fee of **\$50** if new application for the year.
- If nine (9) Units are currently leased at the time this Application is received, the Application will be held by the Board and will be given consideration as outlined in Article XIX of the Master Deed.

EXHIBIT F

ADDENDUM TO LEASE AGREEMENT

- Lessee hereby agrees and acknowledges that he/she is obligated to abide by the provisions of the governing documents of the SoHo Lofts Condominiums, assumed name for NuLu Lofts, LLC, and rules and regulations of the SoHo Lofts Condominiums, assumed name for NuLu Lofts, LLC, including but not limited to the Master Deed and Declaration of Condominium establishing a Condominium Property Regime to be known as SoHo Lofts Condominiums, assumed name for NuLu Lofts, LLC, the Bylaws of the Council of Co-Owners of SoHo Lofts Condominiums, Inc. n/k/a the Council of NuLu Lofts Condominiums, Inc., the Rules and Regulations of SoHo Lofts Condominiums, assumed name for NuLu Lofts, LLC and any Amendments to said documents.
- Lessee hereby agrees and acknowledges that his/her failure to comply with the documents referenced in Paragraph No. 1 of this Addendum constitutes a default under the Lease Agreement.
- Lessee hereby certifies that he/she has received a copy of the documents referenced in paragraph No. 1 of this Addendum.
- Lessee hereby agrees and acknowledges that he/she shall not assign the Lease Agreement or sublet the Unit, as any such assignment or subleasing is prohibited.
- Lessee hereby agrees and acknowledges that the Council of Co-Owners of SoHo Lofts Condominiums, Inc. n/k/a the Council of NuLu Lofts Condominiums, Inc. has the right to enforce the terms and conditions contained within the documents referenced in Paragraph No. 1 of this Addendum in the name and stead of the Landlord/Unit Owner.
- Owner agrees and acknowledges that he/she can and will be held responsible and/or liable for any actions the Lessee takes that is in contradiction to the documents mentioned in Paragraph No. 1.

Unit Owner

Date

Lessee

Date