



Re: Rental of your unit / Rental Application

Dear Homeowner(s),

Thank you for advising your intent to rent your unit, confirming your acceptance of your rental spot and/or renewal with your current tenant. Included are the documents you will need to review, follow, and complete in order to finish your rental application. A complete rental package must be returned to the board/property manager prior to tenant occupancy or before your current lease expires. Only completed document packages will be board approved. Missing any of the required documents or missing the required deadline will incur fines and or the loss of your opportunity to rent.

Please remember your approval to rent is only valid for the length of the lease. Once the contract either expires or is terminated by either you or the tenant your approval to rent is void and you must reapply to the board for an opportunity to re-rent. If there is a rental waiting list, you will go to the bottom of the list. Approvals are only granted 45 days in advance of your intended rental date.

The only exception to the waiting list is if you are renewing with your current tenant. You may renew with another written lease but subleasing and/or a month-to-month rental is not allowed. You cannot have a clause that stipulates the contract will go to a month-to-month lease once the original lease term is met. All other document requirements and deadlines remain in effect.

If you are using a property manager for the management of your property it is exclusively your responsibility to communicate the rental procedures and rules to your manager. Any violation by the property manager is the same as if you violated the procedure or rule. You should clearly outline what responsibilities you will retain and which responsibilities you wish them to handle.

Following is the required rental Package that needs to be returned to The Board and property manager.

New Rental/New Tenant

Executed Lease
Executed CY Addenda
Proof of renter's insurance
Acknowledgement of Receipt of CY Addenda Exhibit A
Completed Resident Contact Form
Receipt or proof of Tenant Screening Report
Scheduled Move date via the website: www.courtyardqas.com
\$125 Lease Administration Fee
\$300 non-refundable Move In Fee made out to the HOA.
(Note there is also a refundable move out fee of \$300.)

Renewing Tenant/Lease

Executed Lease
Executed CY Addenda
Proof of renter's insurance

Once the rental documents are completed and returned the association manager will arrange for a phone number to be programmed into the intercom for your tenant. Multiple numbers can be programmed for multiple residents.

Thank you for your attention and cooperation. Please advise if you have any additional questions.

Courtyard QAS Board
Board@CourtyardQAS.com

**THE COURTYARD AT QUEEN ANNE SQUARE OWNERS ASSOCIATION
LEASE AMENDMENT (CY Addenda)**

THIS LEASE AMENDMENT, (the “Agreement”) is made and entered into this _____ day of _____, 20___, by and between _____, (“Landlord”), and _____, (jointly and severally as “Tenant”).

WHEREAS, on the ____ day of _____, 20___, Landlord and Tenant entered into a certain lease agreement (hereinafter referred to as the “Lease Agreement”) providing for the lease of certain demised premises, which is a Unit situated in The Courtyard at Queen Anne Condominium complex, in Seattle, Washington (“Condominium”), which demised premises are more particularly described in said Lease Agreement.

WHEREAS, Landlord is owner of the demised premises, which is a Unit in The Courtyard at Queen Anne Owners Association (“Association”). As a Unit, the demised premises is subject to the Condominium Declaration for The Courtyard at Queen Anne Square, A Condominium, recorded in the King County Recorder’s Office, file number 20000601000783, as amended (known as the “Declaration”), Bylaws, and Rules and Regulations of the Association (the Declaration, Bylaws and Rules and Regulations are known as the “Governing Documents”).

WHEREAS, the Governing Documents contain certain restrictions on the rental and leasing of a Unit. A true and correct copy of the Declaration and Rules and Regulations of the Association is attached hereto as Exhibit A and incorporated herein by this reference. By signing this Agreement, the Tenant acknowledges receipt of the Declaration and Rules and Regulations, and the parties acknowledge the Association’s rights and the Tenant’s obligations under the Governing documents.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which the parties hereby acknowledge, Landlord and Tenant hereby agree as follows:

1. Amendments to Lease Agreement.

The following language shall be added to, and become a part of, the Lease Agreement between the Landlord and Tenant:

A. The occupancy of this Unit in the Condominium and this Lease Agreement, by its terms, shall be subject to the Governing Documents of the Association, any Board decision or hearing board decision. By entering into occupancy of a Unit, the Tenant agrees to be bound by the Governing Documents, any Board decision or hearing board decision.

B. The occupancy of a Unit in the Condominium, and this Lease Agreement, shall give the Association the same rights against the Tenant as it has against the Landlord to enforce the Governing Documents. Those rights against the Tenant include, but are not limited to, the right to collect rent directly from the Tenant, impose fines, file suit for damages or injunctive relief, and/or evict of the Tenant.

C. Any failure by the Tenant and/or Landlord to comply with the terms contained in the Governing Documents, Board decision, hearing board decision, the Lease Agreement and any other federal, state or local laws and/or regulations, shall constitute a default in the Lease Agreement.

D. Tenants are advised to review the entire Declaration, as well as Sections 10.3.1 through 10.3.11, 10.13 through 10.17, and 18.1 (including all subsections) through 18.2 of the Declaration in particular, as well as familiarize themselves with the Association's Rules and Regulations.

E. Notwithstanding anything in this Lease Agreement, in no event shall it be determined that a landlord/tenant relationship exists between the Association and the Tenant.

2. General.

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

2.2 Entire Agreement. This Agreement constitutes the entire agreement (final and integrated) of the parties on these subjects. This Agreement may not be modified, interpreted, amended, waived or revoked, unless by a writing signed by all parties. This Agreement supersedes and replaces all prior agreements, discussions and representations on these subjects, all of which are merged into, and superseded by, this Agreement. No party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement.

2.3 Governing Law and Venue. This Agreement shall be interpreted and enforced according to the procedural and substantive laws of the State of Washington without regard to its conflicts of laws provisions. In the event of any dispute arising out of this Agreement, the parties waive any right to use the rule of construction that the Agreement is to be constructed against the drafter thereof. All parties shall submit and not object to jurisdiction and venue in the Seattle Case Assignment Area of King County Superior Court, State of Washington, in connection with any claims arising out of this Agreement.

2.4 Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, receivers, trustees, successors, and permitted transferees and assigns.

2.5 Attorney's Fees. Should it be necessary for any party to this Agreement to initiate legal proceedings to enforce this Agreement, the party or parties to such legal proceedings who substantially prevail shall be entitled to attorney's fees and disbursements (including the fees and expenses of expert and fact witnesses) reasonably incurred or made by the substantially prevailing parties in preparing for suit, during suit, on appeal, on petition for review, and in enforcing any judgment or award, from the party or parties who do not substantially prevail.

2.6 Full Understanding; Independent Legal Counsel. The parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have been fully advised by their independent legal counsel, or have been advised to obtain independent legal counsel; that they are executed by them upon the advice and recommendation of their independent legal counsel; and that they have voluntarily and freely signed this Agreement.

2.7 Recitals and Headings. The Recitals and other matter preceding the first numbered paragraph are a part of this Agreement, and incorporated herein by this reference. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

2.8 Waiver. No right or obligation under this Agreement will be deemed to have been waived unless evidenced by a writing signed by the party against whom the waiver is asserted, or by its duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance of the right or obligation in any other instance, in any other respect, or at any other time.

2.9 Severability. The parties intend that this Agreement be enforced to the greatest extent permitted by applicable law. Therefore, if any provision of this Agreement, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons, circumstances, or extent, will not be impaired. Except as otherwise specifically indicated, all references to this Agreement include any subsequent amendments to this Agreement.

2.10 Lease Agreement. Except as set forth herein, each and every other term and condition of the Lease Agreement, and all addenda thereto, and extensions and assignments thereof heretofore made, shall remain in full force and effect. In the event of any conflict between the terms of the aforementioned documents and this Agreement, the terms of this Agreement shall prevail

TENANT

LANDLORD

By: [Print Name] _____

By: [Print Name] _____

TENANT

LANDLORD

By: [Print Name] _____

By: [Print Name] _____

For leases greater than one year.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me, _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ___ day of _____, 20__.

NOTARY PUBLIC for the State of Washington
My Commission Expires: _____
Printed Name: _____
Residing At: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me, _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ___ day of _____, 20__.

NOTARY PUBLIC for the State of Washington
My Commission Expires: _____
Printed Name: _____
Residing At: _____

EXHIBIT A

**Declaration and amendments
Current Rules and Regulations
See Attached**



The Courtyard
QUEEN • ANNE • SQUARE

Exhibit A

Declarations and Amendments

Current Rules and Regulations

Electronic Version is also available under the resident tab on line at:

www.courtyardqas.com

Tenant Name:

Tenant Signature:

Tenant Name:

Tenant Signature:

RESIDENT INFORMATION FORM

Please complete and return this form to the Board email account (board@courtyardgas.com) or you can drop in the mail slot in the safe in the cable room on the 1st floor. THIS INFORMATION WILL BE KEPT IN STRICT CONFIDENCE AND NOT RELEASED EXCEPT TO LEGAL AUTHORITIES. If you wish to participate in a resident list (name, unit number, phone, resident email) to be distributed to residents please check yes here:

YES

Please note only registered residents will be granted lock out assistance. Per the declaration, it is mandatory that the board have a key or code to your unit.

Unit No. _____ Occupied by: _____ Date: _____

- Owner
- Tenant
- Family Member

NAME 1ST RESIDENT: _____

Check which phone you wish to be programmed to the intercom.

- Home Phone: _____
- Work Phone: _____
- Cell Phone" _____
- Email: _____

NAME 2ND RESIDENT: _____

- Home Phone: _____
- Work Phone: _____
- Cell Phone" _____
- Email: _____

If tenant or relative occupied or this is a 2nd home, please advise your primary mailing address:

UNIT RENTAL MANAGEMENT CO: _____

(Complete this section if you have your unit managed by a company)

CO. NAME & CONTACT NAME

ADDRESS

ADDRESS

PHONE / EMAIL

IN CASE OF SERIOUS ACCIDENT, OR INJURY WHOM SHOULD WE CALL?

NAME: _____
ADDRESS: _____
PHONE: _____
Email: _____

Do you wish this person to have lock out access without notifying you first?

- Yes
- No

CY QAS Vehicle Registration Form

Owner/Resident:

Unit No.:

Make/Model:

Color:

License Plate No:

Garage Key Card Number:

Parking Permit No.:

In general, one garage key card and parking permit is issued per parking stall. It is at the pleasure of the Master Association's Board if they will issue additional garage key cards. All stolen or lost key cards must be immediately reported to Legacy so they can be deactivated.

The Courtyard @ QAS CONDOMINIUM ASSOCIATION

PET REGISTRATION

Please complete the appropriate portions

Unit Number: _____

Unit Owner Name(s): _____

Address: _____

Home Telephone: _____ Work Telephone: _____

Number of pets in your unit: _____ No pets in unit: _____

Description of pet(s) (kind, name, color, size, physical description):

Include one main photo for each pet.



Pet Owner Name(s) if different from above: _____

Address: _____

Home Telephone: _____ Work Telephone: _____

Please return to:

board@courtyadqas.com

275 W Roy St Unit 111

Seattle, WA 98119

CY QAS Bike Registration/Permit Application

Owner/Resident:

Unit No.:

Make/Model:

Color:

Tire Style/Size:

Street _____
Street/MTN Combo _____
Mountain _____
Extra Large (3" Plus) _____

Board Input Only:

Permit No.:

Assignment No.:

Use of the bike storage areas are limited to residents who are registered and a bike hook or stall will be assigned to you.

Space is limited so if there is a wait list you cannot use the bike storage areas until you receive approval from the Board.

Once you move out of the building your space will be reassigned to the next person on the waiting list.

Any bikes found in the bike cage without a permit will be disposed by the board at the board's convenience .