



Four Turnberry Place

Lease Application Checklist

Unit # _____

Owner's Name: _____

Applicant's Name: _____

Terms of Lease: _____

Before submitting to the Board of Directors for its approval, please have the following:

1. FTP Association assessments account in good standing (i.e., \$0 balance)
2. **Completed** FTP Application for Occupancy (pages 2 – 18)
3. **Completed** Associated Credit Report, with completed background check
4. **Completely executed** (by both parties) **legible** lease, with any addenda
5. **Legible** ID (scan & email to Rocky@FourTurnberryPlace.com or bring in color copy)
6. Cashier's Check for Application Fee Check (\$200.00)
7. Cashier's Check for Move In / Move Out Fee Check (\$250.00)
8. Cashier's Check for Building Security Deposit, payable to Four Turnberry Place



Four Turnberry Place

FOUR TURNBERRY PLACE CONDOMINIUM ASSOCIATION

BOARD OF DIRECTORS

LEASING / TENANT REVIEW AGREEMENT

This Leasing/Tenant Review Agreement (the “**Agreement**”) is made and entered into by and between Four Turnberry Place Condominium Association (the “**Association**”), a Nevada non-profit corporation, and _____ (the “**Owner**”).

I.

Recitals

- 1.1 **Overview.** The Board of Directors for the Association is authorized under Article VII, Section 7.13 of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Four Turnberry Place (the “**Declaration**”) to review and approve in advance all residential leases proposed by the Owners within the Four Turnberry Condominium Tower (the “**Community**”).
- 1.2 **Association.** The Association is a non-profit corporation, having been duly organized and existing under the laws of the State of Nevada since on or about October 3, 2003. The Association is also a common-interest community, as defined in Nevada Revised Statutes (“**NRS**”) 116.021, commonly known as a homeowners association, as defined in NRS 116.011. The Board of Directors (“**Board**”) is required to administer and operate the Community consistent with the Declaration and its other governing documents, as well as Nevada law, including NRS 116.
- 1.3 **Property.** The term “**Community**”, as used herein, shall mean all common areas, all property owned by the Association, all Units (as hereinafter defined), and all other property that the Association has the power or duty to manage, assess, maintain or control pursuant to NRS 116, Nevada Administrative Code (“**NAC**”) 116, or the Association’s governing documents.
- 1.4 **Unit.** The term “**Unit**” as used herein, shall mean a “unit” as defined in NRS 116.093 which is a part of the Community and all appurtenances thereto. A Unit means a physical portion of the common-interest community designated for separate ownership or occupancy, the boundaries of which are set forth in Exhibit “E” of the Declaration. There are 231 Units in the Community.
- 1.5 **Tenant.** The term “**Tenant**” as used herein, shall mean a person who occupies a Unit owned by another based upon an agreement between the person and the Owner.
- 1.6 **Lease.** The term “**Lease**” as used herein shall mean a written agreement in which the Owner allows use of the Unit for a specified period of time for specific periodic payments, and other terms and conditions.
- 1.7 **Master Association.** The term “**Master Association**” as used herein shall mean the Turnberry Place Community Association, a Nevada nonprofit corporation and is a “master association” as defined in NRS 116.110358.

II.

Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties hereto agree as follows:

- 2.1 **Leases in Writing.** All leases for Units within the Community must be in writing.
- 2.2 **Compliance with Governing Documents.** The Owner and Tenant acknowledge and agree that all leases must comply with and are subject to the provisions of the Master Association governing documents and the Association's governing documents.
- 2.3 **Privileges / Amenities.** The Owner agrees to transfer to the Tenant Tower privileges that include but are not limited to the use of all Common Elements, including all recreational facilities, Valet Services, package delivery services, Front Desk Concierge Service and Limousine Service.
- 2.4 **Review of Lease.** The Board, or its designee, will review each proposed Lease that is submitted by an Owner for the purpose of leasing a Unit in the Community to a Tenant. An Owner shall provide written notice to the Board, or its designee, of the lease agreement and furnish the names and phone numbers of the prospective lessee and both parties' real estate brokers.
- 2.5 **Approval in Advance.** All Leases must be approved by the Board in advance of a Tenant occupying a Unit in the Community.
- 2.6 **Limitation on Leasing.** Article VII, Section 7.13 of the Declaration provides that "[n]o single Unit may be leased more than once in any one (1) calendar year." The Owner and the Tenant acknowledge and agree that the term "calendar year" is for the period from January 1 to December 31, inclusive. For the purpose of determining whether an Owner may lease his or her Unit in a calendar year, the Board shall refer to the date of execution of the immediately preceding lease for the Unit.
- 2.7 **Denial of Lease.** The Board may deny permission to lease any Unit on any reasonable grounds the Association may find. However, in rendering a decision on a proposed Lease, the Board shall not discriminate on the grounds of race, gender, religion, national origin, familial status or physical or mental handicap. Notwithstanding the foregoing, the Association shall have no duty to furnish an alternate lessee to the Owner in the event that the Board disapproves a lease or lessee.
- 2.8 **Power to Terminate Lease.** The Owner and Tenant acknowledge and agree that the Board, acting on behalf of the Association, shall have the right to terminate a Lease upon default by the Tenant of any provision in the Association's governing documents or the Master Association's governing documents.
- 2.9 **Indemnification.** The Owner and Tenant hereby agree to indemnify, defend and hold harmless the Association and the Association's officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, expenses, actions, causes of action, demands, and costs, including, but not limited to, attorneys' fees and legal costs, whether direct or indirect, known or unknown, foreseeable or unforeseeable, due to any claim or cause of action including, but not limited to, bodily injury and property damage, which arises out of or is in any way attributable to the use or occupancy of the Unit or any part thereof by Owner, Tenant or their family members, agents, guests or invitees or the acts or omissions of Owner, Tenant or their family members, agents, guests or invitees in breach of the Lease or breach of the governing documents of the Association or the Master Association, except to the extent caused by the willful misconduct or sole negligence of the Association, its officers, directors, employees or agents.. This provision shall survive the expiration or earlier termination of the Lease.

2.10 **Association Disclaimer.** Except in the event that willful misconduct or negligent action is proven on part of the Association or its officers, directors, employees or agents, the Association disclaims responsibility and liability for any and all claims, damages, losses, liabilities, expenses, actions, causes of action, demands, and costs, including, but not limited to, attorneys' fees and legal costs, whether direct or indirect, known or unknown, foreseeable or unforeseeable, due to or caused by the Tenant, its family members, agents, guests or invitees. Owner acknowledges and agrees that the review and approval a Lease is made without warranty or representation of any kind by the Association, either express or implied, with respect to the qualifications or suitability for the prospective Tenant. Owner further acknowledges and agrees that in leasing his Unit, Owner shall rely entirely on his own investigation and due diligence in determining the qualifications and suitability of any prospective Tenant.

DATED this ____ day of _____, 20__.

FOUR TURNBERRY PLACE
CONDOMINIUM ASSOCIATION

By: _____

Its: _____

UNIT OWNER:

Owner Print Name

Owner Signature

TENANT:

Tenant Print Name

Tenant Signature



Four Turnberry Place

APPLICATION FOR OCCUPANCY (LEASE)

FOUR TURNBERRY PLACE CONDOMINIUM ASSOCIATION

1. The Unit Owner must fill out the REQUEST FOR APPROVAL OF LEASE.
2. The APPLICATION FOR OCCUPANCY must be filled out by the proposed Lessee.
3. A Processing fee of **\$200.00**, made payable to Four Turnberry Place Condominium Association, must be included with the Application for Occupancy to be paid by the proposed Lessee.
4. The LEASE ADDENDUM FORM must be completed and attached to any Lease, which is presented to the Association in order for the Application for Occupancy to be considered.
5. All the required documents, i.e., proposed Lease and Lease Addendum, Condominium Deposit, etc., specified in the Application for Occupancy, must accompany the completed package.
6. When Lessee is approved, the Association must receive a security deposit **equal to one (1) month's rental payment or if the consideration for the lease is nominal, of \$2000.00**, to be held by the Association in case of damage to the condominium property, including the common elements, caused by the Lessee, his family, guests, or any tradesmen under his employ. Said deposit may be used by the Association to repair any damage to the Common Elements or any other property located within the Project resulting from acts or omission by tenants (as determined in the sole discretion of the Association).
7. The Lessor / Lessee **must allow to fifteen (15) to twenty (20) business days** after receipt for Board action to be taken on the Application for Occupancy.
8. Please mail or bring the entire complete package to:

Four Turnberry Place Condominium Association
 c/o Management Office
 2777 Paradise Road
 Las Vegas, Nevada 89109

Four Turnberry Place Condominium Association

By: _____

Date received by Condominium Association _____



Four Turnberry Place

REQUEST FOR APPROVAL OF LEASE

(To be completed by Unit Owner – Please Type or Print)

IN ACCORDANCE WITH SECTION 7.13 OF THE DECLARATION OF CONDOMINIUM OF FOUR TURNBERRY PLACE, A CONDOMINIUM, THE FOLLOWING INFORMATION IS BEING SUBMITTED TO THE BOARD OF DIRECTORS FOR CONSIDERATION BEFORE APPROVAL IS GRANTED FOR THE LEASE OF MY UNIT. ALL LEASES MUST BE APPROVED BY THE BOARD AS SET FORTH IN THE DECLARATION. NO LEASE APPROVED BY THE BOARD SHALL BE AMENDED OR MODIFIED WITHOUT THE BOARD'S APPROVAL.

I am submitting this form together with a check for **\$200.00**, payable to Four Turnberry Place Condominium Association as a non-refundable application fee. A COPY OF THE PROPOSED LEASE IS SUBMITTED HEREWITH. This form should be completed and sent to:

FOUR TURNBERRY PLACE CONDOMINIUM ASSOCIATION
c/o MANAGEMENT OFFICE
2777 PARADISE ROAD
LAS VEGAS, NEVADA 89109
(702) 732-7028

I hereby request Association approval for the lease of my condominium unit to:

TENANT NAME : _____

TENANT PHONE # : (_____) _____

PRESENT ADDRESS: _____

EFFECTIVE DATE OF PROPOSAL LEASE: _____

TERMS OF PROPOSED LEASE: _____

NOTE: NO SINGLE UNIT MAY BE LEASED MORE THAN ONCE IN ANY ONE (1) CALENDAR YEAR.

Owner Name

Owner Signature



Four Turnberry Place

EACH OWNER SHALL BE RESPONSIBLE TO DELIVER TO THE LESSEE A COPY OF THE ASSOCIATION'S GOVERNING DOCUMENTS, THE MASTER ASSOCIATION'S GOVERNING DOCUMENTS AND THE ASSOCIATION'S RULES AND REGULATIONS. _____ (OWNER INITIALS)

ALL LEASES SHALL BE IN WRITING, BE APPROVED IN ADVANCE BY THE BOARD AND SHALL PROVIDE, OR DEEMED TO PROVIDE, THAT THE BOARD SHALL HAVE THE RIGHT TO TERMINATE THE LEASE UPON DEFAULT BY THE TENANT IN OBSERVING ANY PROVISIONS OF THE ASSOCIATION'S GOVERNING DOCUMENTS AND THE MASTER ASSOCIATION'S GOVERNING DOCUMENTS, OR OTHER APPLICABLE PROVISIONS OF ANY AGREEMENT, DOCUMENTS OR INSTRUMENTS GOVERNING THE UNIT.

I UNDERSTAND THAT, AS A UNIT OWNER, I AM RESPONSIBLE FOR ALL OBLIGATIONS OF OWNERSHIP AS SET FORTH UNDER THE TERMS AND CONDITIONS OF THE DECLARATION OF CONDOMINIUMS AND THE ARTICLES OF INCORPORATION, BY-LAWS AND RULES AND REGULATIONS OF THE CONDOMINIUM AS THEY PERTAIN TO MY CONDOMINIUM UNIT, NOTWITHSTANDING THE FACT THAT MY TENANT WILL RESIDE IN THE UNIT.

I UNDERSTAND THAT THE VIOLATION OF THE CONDOMINIUM DOCUMENTS BY THE PROPOSED TENANT WILL PERMIT THE ASSOCIATION TO TAKE ALL APPROPRIATE STEPS (INCLUSIVE OF SUIT) FOR REMOVAL OF THE TENANT WITHOUT MY APPROVAL, TO ASSESS ME COSTS (INCLUDING ATTORNEYS' FEES) FOR DOING SO, AND TO TAKE ALL OTHER ACTIONS AGAINST THE TENANT AND MYSELF AS ARE APPROPRIATE.

I ACKNOWLEDGE AND AGREE THAT A SECURITY DEPOSIT, PAYABLE TO AND HELD BY THE CONDOMINIUM ASSOCIATION, MUST BE RECEIVED BEFORE THE TENANT MAY OCCUPY THE UNIT. THIS SECURITY DEPOSIT IS FOR THE BENEFIT OF THE CONDOMINIUM ASSOCIATION ONLY, AND WILL BE REFUNDED UPON TERMINATION OF THE LEASE, AND UPON INSPECTION OF COMMON AREAS. THIS SECURITY DEPOSIT, LESS AMOUNTS REQUIRED TO MAKE REPAIRS AND/OR REPLACEMENT, **WILL BE REFUNDED TO THE PARTY WHO ORIGINALLY PAID THE DEPOSIT.** I MUST ARRANGE FOR MY OWN (LANDLORD'S) DEPOSIT IF I SO DESIRE.

UNDER NO CIRCUMSTANCES CAN THE APPLICANT LEASE OR OCCUPY THE UNIT PRIOR TO APPROVAL FROM THE BOARD OF DIRECTORS AND PAYMENT OF THE SECURITY DEPOSIT. FAILURE TO ABIDE BY THIS REQUIREMENT WILL RESULT IN A PENALTY OR OTHER ACTION WHICH WILL BE ASSESSED TO, OR TAKEN AGAINST THE UNIT OWNER IN ACCORDANCE WITH THE CONDOMINIUM DOCUMENTS.

PLEASE ADVISE YOUR TENANT OF THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE PARTY OR PARTIES RESPONSIBLE FOR THE PHYSICAL MAINTENANCE OF THE UNIT (i.e., WHOM TO CALL IN CASE OF EMERGENCY). **THE ASSOCIATION IS ONLY RESPONSIBLE FOR MAINTENANCE OF COMMON AREAS.**

Unit Owner:

Witness as to both signatures:



Four Turnberry Place

Date Received by Condominium Association _____

Four Turnberry Place Condominium Association

APPLICATION FOR OCCUPANCY

(To be completed by proposed Tenant – Please Print or Type)

Unit # _____

THIS APPLICATION MUST BE COMPLETED IN DETAIL BY THE PROPOSED TENANT. THE COMPLETED APPLICATION MUST BE SUBMITTED THE ASSOCIATION AT LEAST TWENTY (20) DAYS PRIOR TO THE DESIRED DATE OF OCCUPANCY.

OCCUPANCY RESTRICTIONS:

- ONE BEDROOM UNIT – NO MORE THAN TWO(2) OCCUPANTS
- TWO-BEDROOM UNIT – NO MORE THAN FOUR(4) OCCUPANTS
- THREE BEDROOM UNIT – NO MORE THAN SIX (6) OCCUPANTS
- FOUR BEDROOM UNIT – NO MORE THAN EIGHT (8) OCCUPANTS

(THE RESTRICTIONS STATED ABOVE ARE NOT INCLUSIVE OF ALL SUCH RESTRICTIONS-CONSULT THE CONDOMINIUM DOCUMENTS FOR DETAILS)

DATE:_____ LEASE TERM: FROM:_____ TO:_____

OWNER'S NAME: _____

OWNER'S ADDRESS: _____



Four Turnberry Place

TO WHOM IT MAY CONCERN:

LEASE APPROVAL

FOUR TURNBERRY PLACE CONDOMINIUM ASSOCIATION, [] approves [] denies the lease of Unit # _____, from _____ to _____, in reliance on the representations set forth above and the agreement of Lessee(s) to abide by all rules and regulations and other restrictions of said Association and Condominium.

FOUR TURNBERRY PLACE
CONDOMINIUM ASSOCIATION, INC.

By: _____

Title: _____

Date: _____



Four Turnberry Place

- 7. As part of the processing procedures, I understand that the Board of Directors of the Four Turnberry Place Condominium Association may investigate my background, including, but not limited to, information as to my character, general reputation, personal characteristics, mode of living and finances. The information for this investigation may be obtained through personal interviews with third parties, including, but not limited to, such sources as neighbors, friends, associates and employees. Accordingly, I specifically authorize the board of directors or their agents to make such investigations, and agree that information contained in this application may be used in such investigations and that the board of directors, officers and agents of Four Turnberry Place Condominium Association shall be indemnified and held harmless for and from any action or claim in connection with the gathering and use of the information herein or the investigation conducted by the board of directors. I understand that I have the right to make a written request regarding the investigative report compiled by Four Turnberry Place required to make complete and accurate disclosure of the nature and scope of the investigation requested. Such investigation should be disclosed to me not later than five (5) days after the date on which the request for such disclosure was received or the date such report was first requested, whichever is later.

- 8. I have obtained from the current Owner a copy of the following documents (“Condominium Documents”) pertaining to the occupancy of the Condominium Unit; have reviewed same, and acknowledge and agree to be bound by:
 - a. Declaration of Condominium
 - b. Articles of Incorporation
 - c. By-Laws
 - d. Rules and Regulations
 - e. Owner’s Manual
 - f. All other applicable documents and amendments to all of the foregoing

In making the foregoing application, I am aware that the decision of the FOUR TURNBERRY PLACE CONDOMINIUM ASSOCIATION will be final and that no reason will be given for any action taken by the Board. I agree to be governed by the determination of the Board of Directors.

Applicant

Applicant

Applicant

Applicant

DATE: _____



Four Turnberry Place

LEASE ADDENDUM A

THIS ADDENDUM is being executed simultaneously with, as part of and in consideration of the foregoing Lease between _____ (the “Landlord”) and _____ (“the Tenant”) for Unit # _____ in FOUR TURNBERRY PLACE CONDOMINIUM ASSOCIATION, TURNBERRY PLACE, A CONDOMINIUM (“the Unit”). The provisions of this Addendum are intended to and shall supersede any provisions of the Lease to the contrary. Unless otherwise defined herein, all initial capitalized terms as used in this Addendum shall have the same meanings as given to them in the Lease. The parties hereby agree as follows:

1. Tenant assumes and agrees to observe, and the Association shall have the right to terminate the Lease upon default by Tenant in not observing, the provisions of the Declaration of Condominium, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association, the Turnberry Place Covenants (as defined in the Declaration of Condominium) and all other agreements, documents or administered by the Homeowners’ Association (as defined in the Declaration of Condominium) or administered by the Homeowners’ Association (as defined in the Declaration of Condominium), as same may be amended from time to time (collectively, the “Condominium Documents”).
2. The Landlord and Tenant acknowledge and agree that if Landlord is delinquent in the payment of any assessments (as defined in Section 1.06 of the Declaration) to the Association, then the Association has the right to collect the rental payments due from the Tenant to the Landlord and to apply said payments to the delinquent assessments and related charges due to the Association. In order to exercise this right, the Association shall proceed as follows:
 - A. A letter shall be written to the Landlord, wherein the Association demands payment of the delinquent amount and notifies the Landlord that if payment is not received within a minimum of fifteen (15) days from the date of the letter, then the Association intends to exercise its right to collect the future rental payments from the Tenant.
 - B. If the Landlord fails or refuses to pay the assessments due and owing to the Association consistent with the letter set forth in Paragraph 1 above, then the Association shall send written notice to the Tenant wherein the Association shall advise the Tenant of the Landlord’s delinquent assessments and demand that all future rental payments due and owing to the Landlord be delivered to the Association until such time as the Landlord’s assessment account is current. **By executing this Lease Addendum, the Landlord agrees that the Association is authorized, pursuant to NAC 116.405 (4), to: (a) disclose to the Tenant the Landlord’s delinquent assessment account, (b) provide the Tenant with a copy of the letter issued to the Landlord identifying the delinquency and (c) demand that payment of future accruing rental payments be made directly to the Association.**
 - C. If the Tenant delivers the future rentals to the Association, then the Association shall immediately notify Landlord of receipt of the rental payment and the Landlord’s assessment account shall be credited in the amount of the payment.

- D. If the Tenant fails or refuses to pay to the Association the rental payments due and owing to the Landlord, then, in addition to any other remedies that the Association may have against the Landlord for recovery of the unpaid assessments, the Association may exercise its right under Paragraph 1 of the Lease Addendum to terminate the Lease and evict the Tenant from the premises.
3. The Lease may not be modified, amended, extended or assigned without prior written consent of the Board of Directors of the Association in accordance with the Condominium Documents.
 4. Tenant may not assign its interest in the Lease or sublet the Unit or any part thereof without the prior written consent of the Board of Directors of the Association in accordance with the Condominium Documents.
 5. The Board of Directors of the Association shall have the power, but shall not in any manner be obligated, to terminate the Lease and/or to bring summary proceedings to evict Tenant, in the name of Landlord, in the event of (i) a default by Tenant in the performance of its obligations under the Lease, or (ii) a foreclosure of the Association's lien on the Unit in accordance with the Declaration of Condominium.
 6. No improper, immoral, offensive, hazardous or unlawful use shall be made of the Unit or the Condominium Property (or any portion thereof) and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.
 7. Nothing contained in the Lease, this Addendum, or the Condominium Documents shall in any manner (I) be deemed to make the Association a party to the Lease or this Addendum (except to the extent necessary, if at all, to enable the Association to enforce its rights hereunder or under the Condominium Documents), (ii) create any obligation or liability of the Association to Landlord or Tenant (including, without limitation, any obligation or liability of the Association to Landlord or Tenant under applicable law or any liability based on the Association's approval of Tenant pursuant to the Declaration of Condominium, such approval being solely for the benefit of the Association), or (iii) create any rights or privileges of Tenant under the Lease, this Addendum, or the Condominium Documents in or as to the Association.

Except to the extent specifically modified herein, the provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Addendum as of the date and on the day and year of lease.

LANDLORD:

TENANT:

By: _____

**LEASE ADDENDUM B
DRUG-FREE HOUSING**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Lessee agree as follows:

1. Lessee, any members of the Lessee's household or a guest or other person affiliated with the Lessee shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Lessee, any member of the Lessee's household or a guest or other person affiliated with the Lessee shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. Lessee or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Lessee or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.
5. Lessee, any member of the Lessee's household, or a guest or other person affiliated with the Lessee shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. I authorize the Owner to use police generated reports as direct evidence against me in eviction proceedings. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Lessee.

Lessee Signature

Date: _____

Owner Signature

Date: _____

Unit Number



Four Turnberry Place

Parking Policy

CC&R Section 7.3:

7.3 *Parking and Vehicular Restrictions.* With the exception of the Declarant, no Owner shall park, store or keep within the Condominium Project any (i) large commercial type vehicle (including, but not limited to, vehicles with commercial writing, any dump truck, cement mixer truck, oil or gas truck or delivery truck); (ii) recreational vehicle (including, but not limited to, any camper unit, house/car or motor home); (iii) bus, trailer, trailer coach, camp trailer, boat or other type of watercraft of any kind, aircraft or mobile home; or (iv) inoperable or unlicensed vehicle or any other similar vehicle. The above excludes camper trucks and similar vehicles up to and including three-quarter (3/4) ton when used for daily transportation and subject to approval by the Board. In addition, no Owner shall park, store, or keep anywhere within the Condominium Project any vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board. In addition, there shall be no operating of any unlicensed vehicles including, but not limited to, mopeds, scooters or similar motorized products within the Condominium Project. The Board may establish additional regulations as it deems appropriate in its sole discretion with regard to any of the parking areas in the Condominium Project not assigned to individual Units, including, without limitation, designating “parking,” “valet parking,” “guest parking” and “no parking” areas thereon; and shall have the power to enforce all parking and vehicle use restrictions applicable to the Condominium Project, including the power to remove violating vehicles from any of the Condominium Project to the extent permitted by applicable law. In those parking areas in the Condominium Project left unassigned, the Board may allow, on an individually approved basis, for temporary short term parking for an Owner’s guest in such areas. The Board and the Declarant may, in their sole discretion, assign and re-assign handicap parking spaces within the Condominium Project. If the Board fails to enforce any of the parking or vehicle use regulations, the appropriate governmental authorities may, but need not, enforce such regulations in accordance with state and local laws and ordinances. Each of the Units within the Condominium Project shall be assigned one or more assigned parking space(s). Any vehicle or other item(s) which is parked or stored so as to block an Owner’s access to such Owner’s designated parking space(s) or which is parked or stored in any fire lane within the Condominium Project shall be subject to immediate towing without notification to the owner of such vehicle or item and such towing shall be at the sole cost of the owner of such vehicle or other item. **THERE SHALL BE NO PARKING FOR RECREATIONAL VEHICLES AVAILABLE ANYWHERE WITHIN THE PROJECT.**

CC&R Section 14.6:

14.6 Automobile Parking Spaces and Storage Units. All parking spaces and storage units, unless assigned as set forth in this Section 14.6, are not Limited Common Elements. This Unit shall be assigned one (1) storage unit and **one (1) parking space** for the exclusive use of that Unit. If they are in good standing, Owners may valet park their automobiles. All guests, invitees and employees of an owner must valet park their vehicles on the Condominium Project. All valet parking if offered by the Association will be subject to the availability of unoccupied parking spaces.

Rules & Regulations Section 10:

10. *Vehicle Regulations.*

10.1. *Repairs and Upkeep of Vehicles.* No repairs or other work may be performed on vehicles in the Common Elements, including assigned parking spaces, except for minor emergency work necessary for start-up or towing. Any vehicles with fluid leaks must be repaired within twenty-four (24) hours and all fluids which have leaked onto the Common Elements must be cleaned up.

10.2. *Parking Spaces.* All vehicles must be parked in a manner so as to fit wholly within the designated assigned space and shall not block traffic or turn lanes.

10.3. *Duplicate Keys.* All Owners, lessees and other persons who use the valet services that may be provided by the Association shall at all times retain duplicate vehicle keys. The liability of the Association for keys lost by the valet attendants shall be limited to the cost of making a copy of a key from an existing key. In no event shall the Association be responsible for making new, original or re-keying/replacing vehicle locks or for any damages or claims that may arise as a result of the loss of a key.

Signed, Understood and Accepted:

Owner

Tenant

Date

Date



Four Turnberry Place

CERTIFICATE OF LEASE APPROVAL

THIS CERTIFICATE is given this _____ day of _____ 20____, by FOUR TURNBERRY PLACE CONDOMINIUM ASSOCIATION, a Nevada corporation non profit (the "Association") in regard to the following transaction:

Lessor: _____ Lessor: _____

Subject Unit: Unit _____ of FOUR TURNBERRY PLACE ASSOCIATION, according to the Declaration thereof, as recorded January 28th, 2004 in the Official Records Book 20040128, at Page 00291, of Plats of the office of the County Records or Clark County, Nevada.

WITNESSETH:

- A. Lessor has requested the Association to approve the Lease of the subject Unit to Lease.
- B. Lessor has complied with section 7 of the Declaration of same as pertains to this transaction.
- C. Association has elected to approve said Lease.

NOW, THEREFORE, in consideration of the representation of Lessor and Lessee and the powers vested in the Association by the Declaration, the Association hereby declares:

1. The Association has materially relied on the truth and accuracy of any and all information provided to the Association by Lessor and/or Lessee in any application or otherwise with respect to the above referenced transaction.

2. This Certificate of Approval shall be deemed null and void in the event that any of the information provided the Association as aforesaid was not truthful and/or accurate, or in the event of any violation by Lessor or Lessee of the Declaration or any exhibits thereto, as same may be amended from time to time. This Certificate of Approval shall apply to the above-referenced transaction and to no other.

3. In accordance with Section 7 of the Declaration, this Certificate shall further serve as a covenant and agreement by the Association to the Lessor and Lessee that the Association has approved the above-described transaction.

4. All notices to Lessee from the Association will be mailed to or given at, as appropriate, the address of the Subject Unit until written notice of a change of address is received by the Association from the Lessee.

5. Neither this Certificate nor the entering into of the Lease shall in any manner relieve Lessor from any duties, obligations or liabilities under or in connection with the Declaration or any exhibits thereto.

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed and issued by its duly authorized officer on the day and year first above written.

WITNESSED BY:

FOUR TURNBERRY PLACE CONDOMINIUM ASSOCIATION BY:

Witness

President

NOTE: Complete all questions and fill in all blanks. If any question is not answered or left blank, this application may be returned, not processed, and/or not approved. Print legibly or type all information. Missing information will cause delays. All information on this application will be verified.

PLEASE USE BLACK INK
THIS APPLICATION IS FOR A SINGLE PERSON OR A MARRIED COUPLE ONLY!

APPLICATION FOR OCCUPANCY

Client: FOUR TURNBERRY PLACE

NOTE: All information supplied is subject to verification. All telephone numbers must be able to be reached between 9-5 P.M.

Date _____

Purchase _____ Lease _____ Apt. _____ Bldg. No. _____ Property Address: _____

Full Name _____ Date of Birth _____ Social Security # _____

(____) Single (____) Married (____) Separated (____) Divorced - How Long _____ Maiden Name _____

Have you ever been convicted of a crime _____ Date (s) _____ County/State Convicted in _____

Charge (s) _____

Spouse _____ Date of Birth _____ Social Security # _____

Maiden Name _____ Have you ever been convicted of a crime _____ Date (s) _____

County/State Convicted in _____ Charge (s) _____

No. of people who will occupy unit – Adults (over age 18) _____

Names and ages of others who will occupy unit

Applicant(s) Cellular Telephone Number _____ Applicant(s) Email Address _____

In case of emergency notify _____ Address _____ Phone _____

PART I – RESIDENCE HISTORY

PLEASE PRINT FULL ADDRESS, INCLUDING UNIT/APT NUMBER, CITY, STATE & ZIP CODE

A. Present address _____ Phone _____

Apt. or Condo Name _____ Phone _____ Dates of Residency: From _____ to _____

Own Home _____ Parent/Family Member _____ Rented Home _____ Rented Apt _____ Other _____ Rent/Mtg Amount _____

Name of Landlord _____ Address _____ Phone _____

Mortgage Holder _____ Mortgage No. _____ Phone _____

B. Previous address _____ Phone _____

Apt. or Condo Name _____ Phone _____ Dates of Residency: From _____ to _____

Own Home _____ Parent/Family Member _____ Rented Home _____ Rented Apt _____ Other _____ Rent/Mtg Amount _____

Name of Landlord _____ Address _____ Phone _____

Mortgage Holder _____ Mortgage No. _____ Phone _____

C. Previous address _____ Phone _____

Apt. or Condo Name _____ Phone _____ Dates of Residency: From _____ to _____

Own Home _____ Parent/Family Member _____ Rented Home _____ Rented Apt _____ Other _____ Rent/Mtg Amount _____

Name of Landlord _____ Address _____ Phone _____

Mortgage Holder _____ Mortgage No. _____ Phone _____

PART II – EMPLOYMENT REFERENCES

Include a recent copy of an earnings statement to expedite processing

A. Employed by _____ Phone _____

Dates of Employment: From: _____ To: _____ Position _____ Fax _____

Monthly Gross Income _____ Address _____

B. Spouse Employed by _____ Phone _____

Dates of Employment: From: _____ To: _____ Position _____ Fax _____

Monthly Gross Income _____ Address _____

PART III – BANK REFERENCES

Include a recent copy of a bank statement to expedite processing

A. Bank Name _____ Checking Acct. # _____ Phone _____

Address _____ Fax _____

B. Bank Name _____ Savings Acct. # _____ Phone _____

Address _____ Fax _____

PART IV – CHARACTER REFERENCES (No Family Members)

Please notify Character References that we will be contacting them to obtain a reference

1. Name _____ Home Phone _____

Address _____ Business Phone _____

Email Address _____ Cellular Phone _____

2. Name _____ Home Phone _____

Address _____ Business Phone _____

Email Address _____ Cellular Phone _____

3. Name _____ Home Phone _____

Address _____ Business Phone _____

Email Address _____ Cellular Phone _____

4. Name _____ Home Phone _____

Address _____ Business Phone _____

Email Address _____ Cellular Phone _____

Driver's License Number (Primary Applicant) _____ State Issued _____

Driver's License Number (Secondary Applicant) _____ State Issued _____

Make _____ Type _____ Year _____ License Plate No. _____

Make _____ Type _____ Year _____ License Plate No. _____

If this application is not legible or is not completely and accurately filled out, Associated Credit (and the Association) will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by such omissions or illegibility.

By signing the applicant recognizes that the Association and Associated Credit will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is for the exclusive use of Associated Credit Reporting, Inc.

Applicant's Signature _____ Date _____ Spouse's Signature _____ Date _____

Associated Credit Reporting, Inc. Established 1985

8795 West McNab Road, First Floor, Tamarac, Florida 33321
www.associatedcreditreporting.com

Phone: 954-543-9400
Toll Free: 800-676-7640
Fax: 954-543-9411
Toll Free Fax: 800-235-7185

AUTHORIZATION FORM

I/We hereby authorize **Associated Credit Reporting, Inc.** to obtain data to verify any and all information they request with regards to my/our Application for Occupancy, specifically the verification of my bank account(s), credit history, residential history, criminal record history, employment verification, and character references

I/We hereby waive any privileges I/we may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to the authorized party designation on the Application for Occupancy, for their exclusive use only. **PLEASE INCLUDE COPY OF DRIVER'S LICENSE TO CONFIRM IDENTITY.** If you do not have a driver's license, please include a copy of your Passport or current government issued identification card.

I/We acknowledge our rights as stated in the Fair Credit Report Act that I/we are entitled to a copy of the report upon proper written request and can dispute any inaccurate information for re-verification. I/We understand that Associated Credit Reporting, Inc. is not directly involved in the approval or denial of any applicant. The information received by Associated Credit Reporting, Inc. shall be held in strict confidence, protected as governed under the Fair Credit Reporting Act, and will never be released to any third party other than the designated recipient. I/We further understand that this is a non-refundable process.

By signing below, I/We further state the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/our own proper legal signature. I/We certify (or declare) under penalty of perjury that I/We agree to the foregoing and; that all answers and information contained on the Application for Occupancy are true and correct and will hold Associated Credit Reporting, Inc. harmless from the result of the investigation.

(Applicant's Signature)

(Applicant's Name Printed)

(Spouse's Signature)

(Spouse's Name Printed)

(Date Signed)

(Date Signed)