

**MATTHEW FRANK CONDOMINIUM ASSOCIATION**  
**Resolution of the Board of Directors**

**RENTER SCREENING RESOLUTION**

**RECITALS**

WHEREAS, "Declaration" is the *Condominium Declaration for Matthew Frank Condominium*, "Bylaws" is *Bylaws of Matthew Frank Condominium*, "Act" is the *Oregon Condominium Act, Oregon Revised Statutes, Chapter 100*, and "Association" is the *Matthew Frank Condominium Association*;

WHEREAS, Article 8, Section 8.2 of the Declaration and Article 4, Section 4.3.8 and Article 7, Section 7.14 of the Bylaws allow the Association to adopt rules and enforce compliance with the Declaration, Bylaws, and Administrative Rules and Regulations;

WHEREAS, Article 7, Section 7.12 of the Bylaws forbids owners from leasing their units without the approval of the Board of Directors ("Board");

WHEREAS, Article 7, Section 7.12 of the Bylaws requires unit owners to present the Board with the name and address of any proposed tenant prior to leasing their unit as well as the proposed lease terms;

WHEREAS, Article 7, Section 7.12 of the Bylaws requires the Board to determine whether any proposed lease is detrimental to the Association, the well-being of the Condominium, or the use and enjoyment of other unit owners of their units and the common elements;

WHEREAS, the Board has determined the residency of persons convicted of violent felonies or criminal sex offenses would be detrimental to the Association, the well-being of the Condominium, and the use and enjoyment of other unit owners of their units and the common elements;

WHEREAS, the Board believes that requiring owners to submit a background investigation report with any proposed lease is the most effective method for preventing the residency of persons convicted of violent felonies or sex crimes;

WHEREAS, the Board intends this resolution to supplement rather than supersede all prior rules and restrictions governing the leasing of units.

## RESOLUTION

**NOW, THEREFORE, IT IS RESOLVED** that:

1. Application and Approval. Before renting or leasing a unit, a unit owner must submit a written application to the Board of Directors and receive approval to rent or lease the unit.
2. Required Documents. Approval to rent will not be granted until the unit owner provides the Board or the Association's managing agent with a copy of each of the following documents:
  - A. Lease Agreement. A copy of the proposed lease agreement which shall comply with the requirements set forth herein.
  - B. Tenant Screening. Approval to rent will not be granted until the unit owner provides the Board with a copy of a report from a reputable tenant screening service demonstrating that the proposed tenant and all other persons who will occupy the unit have not been convicted of a violent felony or any criminal sex offense, regardless of whether the proposed tenant is required to register as a sex offender. The tenant screening service search shall include all of the publically searchable court records of all 50 states of the United States of America.
  - C. Resident Information Form. All unit owners shall provide the Board of Directors with a completed Resident Information Form for each proposed tenant. The form may be downloaded from the Association's web site or obtained from the Association's managing agent.

### Definitions

As used in this resolution:

1. "Renting or Leasing a Unit" or "To Rent or Lease a Unit" means the granting of a right to use or occupy a unit for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property, or other goods or services of value).  
"Renting or Leasing a Unit" or "To Rent or Lease a Unit" does not mean:
  - (a) Joint ownership of a unit by means of joint tenancy, tenancy-in-common, or other forms of co-ownership;
  - (b) An agreement between the unit owner and a roommate under which the unit owner and another person or persons share joint use of the unit; or
  - (c) An agreement between a unit owner and immediate family.
2. "Tenant" means a person who is granted the right to use or occupy a unit in exchange for the payment of money or the provision of goods or services.

3. Violent Felony: means any crime punishable by imprisonment for a term exceeding one year that involves conduct or the threat of conduct that presents a serious potential risk of physical injury to another. Examples include: murder, manslaughter, rape, assault, burglary, arson and extortion.

**Rental and Lease Agreement Form**

1. Rental and Lease Agreement Requirements. A rental or lease agreement must be in writing and provide that:

- (a) The agreement and tenants are subject in all respects to the provisions of the Declaration, Bylaws and any amendments thereto, and all rules and regulations adopted at any time by the Association.
- (b) The tenant must comply with all applicable requirements of the documents specified in Subsection (a) of this section.
- (c) Failure by a tenant to comply with the terms of the documents specified in Subsection (a) of this section constitutes a default under the rental or lease agreement and that the Association may require the unit owner to:
  - (i) Terminate the rental or lease agreement;
  - (ii) Terminate the tenancy; and
  - (iii) Evict the tenant.

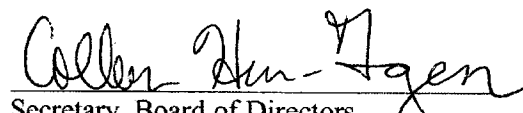
**BE IT FURTHER RESOLVED** that:

A copy of this Resolution will be sent to each owner at the address shown in the records of the Association.

Date: 8/1/12

ATTEST:

  
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President, Board of Directors,  
Matthew Frank Condominium Association

  
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Secretary, Board of Directors,  
Matthew Frank Condominium Association