MARLOWE CONDOMINIUM OWNERS ASSOCIATION

Criminal Background Check Policy

The Marlowe Condominium Association *("Association"*) seeks to enhance the safety and security of all Unit Owners, residents, guests and invitees of the Marlowe. The Association will conduct criminal background checks on all proposed owners, residents, tenants, and long stay guests who seek to buy a unit, lease a unit, or live at the Marlowe. The Association will carry out this requirement in a fair, consistent, and non-discriminatory manner, in compliance with applicable state and federal laws and guidelines and use an independent company to conduct the criminal background check.

The Board of the Association (*"Board")* shall determine, in its sole and absolute discretion, whether an applicant meets the criteria set forth below. The Board may temporarily suspend the application of any criminal background check requirement for particular individuals as the Board may determine in its sole and absolute discretion.

When a background check is required for occupants other than proposed tenants (see Marlowe lease policy for tenant fees), the Unit Owner must pay a non-refundable $200.00 fee per occupant (these fees must be in the form of certified check or money order; personal checks, cash and credit card payment will not be accepted) which is used for engaging the services of a professional firm specializing in thorough background reporting. This process typically takes a minimum of 10 business days.

The following individuals are required to undergo a criminal background check administered by the Association at such individual's expense:

a) **Proposed Unit Owner:** Individuals who apply to purchase a unit or an interest in a unit at the Marlowe and all owners or co-owners, beneficiaries of, or anyone holding other majority beneficial interest in, an entity which applies to purchase a unit, or an interest in a unit at the Marlowe.

b) **Proposed Resident:** Individuals who are not Unit Owners or Proposed Unit Owners and who seek to reside with a Unit Owner in such Unit Owner's unit and are 18 years of age or older.

c) **Proposed Tenant:** Individuals who seek to reside in a unit leased from a Unit Owner. The following persons are exempt from this definition: the children and immediate relatives (by blood or adoption) of a tenant or proposed tenant who are 17 years of age or younger.

d) **Long Stay Guests:** Individuals who reside with a Unit Owner or tenant in the Marlowe for a period of 15 consecutive days in a calendar month or an aggregate period of 60 or more days in six (6) months. The following persons are exempt from this definition: Relatives of a Unit Owner or tenant by blood or adoption who are under the age of 18 and long stay guests with serious medical issues which require frequent hospitalization and who receive continuous health care support from a Unit Owner or tenant in the Marlowe or individuals who provide continuous health care support for an Marlowe resident with serious medical issues.

e) Non-owner Occupants: Individuals who are not Unit Owners, Proposed Unit Owners, or Tenants and who live in a unit without the Unit Owner. These Non-owner Occupants are essentially tenants though there is no lease agreement between the Unit Owner and the occupant.

Each criminal background check shall include: (a) verification of the individual's identity and legal aliases, (b) a national search of sex offender registries, and (c) a national search of criminal records. Criminal background check findings shall be reviewed in a fair, impartial and confidential manner by the Manager of the Association and an officer of the Association as needed.

Criteria for the Denial of an Application or Residency at Marlowe

A Proposed Resident, Tenant, Long Stay guest, or Non-owner Occupant's (collectively the "Resident") request to lease or reside in the Marlowe will be denied (and such individual will not be permitted to lease or reside in the Marlowe) and any individual in residence at the Marlowe who is required under this policy to undergo a criminal background check will be required to vacate the Marlowe immediately if the results of his/her criminal background check contain information that:

(a) The Resident has ever been convicted, placed on deferred adjudication, or plead nolo contendere for an offense that would require the individual to register as a sex offender;

(b) The Resident has been convicted, placed, deferred adjudication, or plead nolo contendere for a drug-related felony offense in the prior ten-year period.

(d) The Resident has ever been convicted, placed on deferred adjudication, or plead nolo contendere for a felony involving domestic violence, physical assault or battery, cruelty to animals, theft, possession of stolen goods, bodily injury or threats of bodily injury, weapons, or destruction of property;

(e) The Resident has been convicted, placed on deferred adjudication, or plead nolo contendere to a misdemeanor involving the distribution of a controlled substance, violence of another or destruction of property during the prior ten-year period.

(f) The Resident is a fugitive from justice;

(g) The Resident has a current restraining order issued against him/her;

(h) The Resident is currently under indictment for a disqualifying offense listed above;

(i) The Resident is charged with a disqualifying offense listed above and the case is still pending. The application may be reconsidered if the applicant is exonerated by a not guilty verdict of all charges; and

(j) The applicant for a lease has been a defendant, at any time during the last ten years, in any eviction or forcible entry and detainer action where a judgment was entered by the court awarding possession to the landlord.

Any individual with a criminal background that fails the criteria above shall refrain from purchasing, leasing, being a long term guest, occupant, or resident in a Unit at the Marlowe.

All time restrictions for felony convictions are calculated from the last to occur date of release from the prison system following incarceration or the conclusion of the applicant's supervised release or probation.

All time restrictions for eviction or forcible entry and detainer actions are calculated from the date judgment is rendered against the applicant in favor of the landlord filing such action.

Unit owners are responsible for notifying any Proposed Unit Owner, Proposed Resident, Proposed Tenant, Long Stay Guest, or Non-owner Occupant of the requirements of this Criminal background check Policy. The Unit Owner is responsible for notifying Marlowe management of any proposed changes in residency of their unit and submitting the required Marlowe Information Form which includes sufficient information to identify the contact information of said individual(s) as well as information sufficient to conduct a criminal background check at least 30 days prior to the proposed change in residency to give sufficient time to conduct the criminal background check and for the board to review the findings.

The application of any individual, whom the Association determines falls within the definition of individuals who are required to undergo a criminal background check, who refuses to undergo a criminal background check, who refuses to disclose prior evictions and/or forcible entry and detainer actions, or who fails to disclose any felony conviction[s] prior to the submission of the individual's background information for the criminal record check will automatically be denied and, if in residence at the Marlowe at such time, will be required to vacate the Marlowe immediately.