

DEERCROFT SECURITY DEVICE POLICY FOR TENANTS*

The Deercroft Community is a gated and controlled-access community for the security of residents, tenants, and guests. As such, it is imperative that the Deercroft Homeowners Association (DHA) control the issuance of devices that allow entry into Deercroft property. Generally, the devices that allow entry are the Proximity Detection Security Card and the Radio Frequency (R.F.) Transmitter.

In order to maintain and control the integrity of the Security Cards and Transmitters, it is the responsibility of the DHA to issue the appropriate device using a procedure that is equitable, allows for necessary access to Deercroft property, and enhances the security of property owners, residents, tenants, and guests.

Specifically, for properties occupied by a Tenant, the Homeowner is responsible for notifying the DHA Office when a dwelling is being leased. No devices will be issued to a Tenant without this prior notification. In addition, the Homeowner must ensure that the Tenant receives a copy of this policy. Any request for a security device by a Tenant must be authorized in writing by the Homeowner, using the form available on the website. The Tenant is responsible for presenting the form with the Homeowner's authorization to the Office so that the requested devices can be registered and activated. The Tenant must purchase the requested device(s) and pay a refundable deposit for each device. The Office has information regarding the current required amounts.

- Only ONE Security Card will be issued to the Tenant and for each family member of the Tenant residing at the same address. Example: Mother/Father/one Son, two Daughters could be issued five (5) cards. Each issued card has a unique serial number and each individual's name will be associated with that card number.
- Only ONE Transmitter will be issued per registered motor vehicle to the Tenant or Tenant's family member residing at the same address. A registered motor vehicle is one that is licensed and can be driven upon public highways. Each issued Transmitter has a unique serial number and each individual's name and license plate number will be associated with that serial number.
- Only ONE Transmitter will be issued to the Tenant per golf cart that is utilized on Deercroft roadways. Each issued Transmitter has a unique serial number and each individual's name as well as the make and color of the golf cart will be associated with that serial number.
- Security Cards and Transmitters are NOT for sharing or intended for use other than by the individual or vehicle to which it is has been issued. Misuse of cards and transmitters (e.g., a card used by an unauthorized individual or a transmitter used in a vehicle that does not match the license plate) may be subject to a monetary fine, forfeiture of deposit, and deactivation of the device, as determined by the DHA Adjudicatory Panel. The Homeowner is responsible for any monetary assessments.
- Any lost, stolen, or misplaced Security Cards or Transmitters must be reported to the Office as soon as possible. These devices will be de-activated to prevent misuse. If a lost, stolen, or misplaced device is located, it may be taken to the Office to be re-activated.
- Termination of Tenancy – Upon the termination of any leasing agreement between the Homeowner and a Tenant, all security devices that have been issued to that Tenant will be de-activated. The Tenant shall return all issued devices to the Office for a refund of the deposit, if applicable (see page 2 of this document). Security devices shall not be passed directly from a previous Tenant to a new Tenant. Any such action will be considered unauthorized access, and the device will be deactivated. The Homeowner must provide written authorization using the appropriate form before any new Tenant can apply for security devices.

Security Device Deposits and Purchase Prices

Each Security Card or Transmitter issued to a tenant requires a combination of a refundable deposit and a nonrefundable purchase price. The amounts are subject to change by the Deercroft Homeowners Association (DHA) Board.

- Each security device issued requires a refundable deposit of \$100.00.
- Purchase prices for security devices (nonrefundable):
 - \$10.00 for each Security Card
 - \$50.00 for each Transmitter
- The deposit is fully refundable upon the return of the device to the DHA Office. A refund may require a wait of up to five (5) business days in order to verify records.
- The device purchase amounts are nonrefundable.
- Only the individual who paid the original deposit will be eligible to receive a refund. The deposit will be forfeited for any Security Card or Transmitter that is passed on to another individual (such as during a change of tenants).
- Lost or stolen devices:
 - Lost or stolen devices must be reported to the DHA Office as soon as possible. Such devices will be deactivated to prevent unauthorized use.
 - After the lost or stolen device has been reported, a replacement device may be purchased without the payment of an additional deposit. Currently, the replacement cost is \$10.00 for a Security Card and \$50.00 for a Transmitter.

Security Devices Issued Before Deposits Were Required

Special conditions apply to those tenants who may have been issued a Deercroft security device prior to the implementation of this policy.

- A courtesy, monetary payment may be made to the tenant upon the return of a device to the DHA Office. Such payment may require a wait of up to five (5) business days.
- Each Security Card is eligible for a courtesy payment of \$5.00. Each Transmitter is eligible for a courtesy payment of \$25.00.
- There are specific limits to the number of devices eligible for a courtesy payment. For example, if there are only two tenants in residence, then no more than two Security Cards are eligible for a refund. Likewise, if the household has only one registered vehicle, only one Transmitter is eligible for a refund.
- Any Security Card or Transmitter that has been passed on to another individual (such as during a change of tenants) will not be eligible for any courtesy payment and will be deactivated.

* **TENANT** refers to persons who have a lease/rental agreement (or other legal means of transferring the right to use a Dwelling Unit located within The Properties) with the Owner for a term of occupancy of ninety (90) days or longer. Under such an arrangement, the Owner does not live in the Dwelling Unit with the Tenant. (as defined in the Deercroft Declaration of Restrictive Covenants, as amended, April 2021)