

Heights of North Park Homeowners Association

Policy Resolution #3 Regarding Leasing of Units

WHEREAS, Article 2, Section 2.01 of the Declaration of the Heights of North Park Homeowners Association ("Association") provides all present and future owners and tenants, their guests, licenses, servants, agents, employees, and any other person or persons that shall be permitted to use the Facilities of the Community Association, shall be subject to this Declaration, the By-Laws and to the Rules and Regulations as may be issued by the Board of Directors of the Community Association from time to time to govern the conduct of its members. Ownership, rental, or occupancy of any dwelling unit or lot in the Community shall be conclusively deemed to mean that said owner, tenant or occupant has accepted and ratified this Declaration, and the rules, the "By-Laws" and Regulations of the Community Association and will comply with them.

WHEREAS, it has been noted that there is a direct need to specifically outline restrictions on leasing of units within the Association and their terms.

WHEREAS, The Board of Directors wishes to expand upon the Declarations, Covenants, Conditions, and Restrictions applicable to phases I, II, III, IV, V, and VI to include the following Rules and Restrictions regarding leasing of units.


THEREFORE, BE IT RESOLVED that the following procedure shall be followed regarding leasing of units within the Heights of North Park Community.

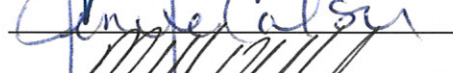
- (1) No Member may lease his Unit until after the Member has resided in the Unit for one (1) year.
- (2) All lease terms shall be a minimum of one (1) year.
- (3) No unit may be rented as an Air B & B, Home Away or any similar marketplace and hospitality service, vacation or short-term rental.
- (4) A Member who intends to lease a Unit shall first request the consent of the Executive Board to rent. At the termination of each lease and upon the change of tenants, the Member shall be required to again seek consent of the Executive Board to rent.
- (5) The Member shall provide the Executive Board with a written copy of every lease and any renewals thereof within ten (10) days of execution of the lease. Failure of the Member to provide said lease within ten (10) days shall result in the assessment of a \$100.00 fine under the Declaration and shall become the personal obligation of the Member. The assessment, together with interest, costs and reasonable attorney's fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Member.
- (6) The Executive Board shall maintain a list of all Units rented which shall include the name and contact information of the tenants.
- (7) It shall be the Member's responsibility to ensure that all tenants receive a copy of the Rules and Regulations of the Heights of North Park. Should a tenant demonstrate a disregard for the provisions of this Declaration and /or the Rules and Regulations, the Member shall be notified


by the Executive Board. The Member shall be responsible for any fines or penalties imposed upon its tenant for violation(s) of the Rules and Regulations.

- (8) Any fine or penalty charged against a tenant shall be an assessment under the Declaration and shall become the personal obligation of the Member. The assessment, together with interest, costs and reasonable attorney's fees for the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Member of the Lot upon which the tenant resided.
- (9) A Member shall be precluded from extending the tenancy of any tenant that has violated the provisions of this Declaration and /or the Rules and Regulations, beyond that of the original lease.
- (10) Only the Member of Record on the Title and/or Deed shall engage in a lease agreement. No tenant shall be permitted to sublet the Unit.

Adopted this 24 day of October 2019

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President

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Secretary

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Treasurer

