



## RESOLUTION REGARDING BOARD APPROVAL OF LEASING

### Declaration Section 13

The leasing of any portion of a Lot by any Owner... shall be subject to the prior approval of the Board of Directors. In no event shall more than twenty-five percent (25%) of the Lots be leased at one time.

Upon entering any lease, the Owner shall notify the Board of Directors in writing of the name or names of the tenant or tenants, the name or names of all persons entitled to occupy the Lot pursuant to such lease, and the term of such lease.

### Leasing

To protect the equity of the individual lot owners in Creekwood Commons, to carry out the purpose of preserving the character as a homogeneous residential community with predominantly owner-occupied homes and by preventing the property from assuming the character of a renter-occupied development, the leasing of Creekwood lots/units shall be governed by the Declaration, the Board of Directors and by the restrictions in this document. Properties may only be leased if less than twenty-five percent (15 units) of the units are currently being leased.. Leasing is subject to the prior approval of the Board of Directors. Once the Board grants approval to an Owner to lease, such Owner may continue to lease his or her property until: (1) such Owner or the Owner's tenants or other occupants of Owner's Lot violate the Declaration, Bylaws or this Resolution; (2) the Owner fails to keep the Lot leased for a period of 90 days or more; (3) the Owner or an Owner's family member (as defined below) moves into the Lot as his/her residence; (4) the Owners sells, transfers or conveys the Lot; or (5) the Owner isn't over 60 days behind in the assessment payments. Upon the happening of any of the 5 foregoing events, the Owner will be permitted to lease through the remainder of the current term of any existing lease (Owner must provide a copy of such to the Board to prove the term) but may not lease beyond that term without first reapplying to the Board for permission. Upon reapplication, the Owner will be placed at the bottom of the Waiting List. In no event may permission to lease be transferred from a current owner to a new property owner – if a property transfers or is conveyed to a new Owner then the new Owner must apply to the Board for permission to lease and be placed at the bottom of the Wait List if one exists.

**Leasing** is defined as occupancy of a unit by any person or persons other than the owner or owner's family members as provided below when neither the Owner nor an Owner's family member (as defined below) occupies the unit 90% of the year. Notwithstanding the foregoing, the renting/leasing/licensing of a Unit arranged through AirBnB, VRBO, or any other website, platform or service through which properties are leased/rented/licensed for short-term or transient occupancy is also considered leasing.

**Leasing Eligibly:** The Owner must be in current in the payment of assessments to the Association to be eligible to receive approval by the board to lease their property.

**Family Members:** Occupancy of the unit by persons interrelated to the Owner by blood, adoption, or marriage, "by blood" shall be deemed to encompass only children, grandchildren, grandparents,



brothers, sisters, nieces, nephews, parents, aunts, uncles and first cousins, will not be considered “leasing” and will not count towards 25%.

### **Rental Waiting List**

A waiting list is maintained when 25% of the homes are being leased. When less than 25% of the homes are being leased a notice will be sent out to the community of any leasing openings. The person who has been on the waiting list the longest and is in current due status, that wants to lease their home will be granted permission. Upon being notified that they may lease their unit, the owner will be granted 90 days to lease their unit. The Board in their sole discretion may grant an additional 90 if it can be documented that the owner regularly advertised the unit for lease at the market rent. If the unit is not leased within the prescribed leasing period, the rental privileges will be withdrawn and the next owner on the waiting list will be notified of their leasing privileges. Any owner of a unit may apply in writing to the board of directors requesting to be added to waiting list. Upon receipt of written request, the unit will be placed at the end of a waiting list for consideration when an open leasing spot becomes available.

### **Leasing statuses:**

Open: Unit authorized to lease.

Waiting List: Indicates owner of property/unit has expressed interested in renting when a spot becomes available.

Restricted: No owner of a unit in restricted status may lease his or her lot until cause of restriction is resolved.

### **Renting Without Board Approval**

If a homeowner is not a Board approved lease and then chooses to lease their home regardless, the Owner will be subject to a fine of \$50 per day that the home is rented. Failure to pay such fines could result in a lien placed on the home and the debt turned over to association’s attorney for collections.

### **Leasing Provisions**

**General**. All leases must be for an initial term of at least one (1) year, except with written Board approval. There shall be no subleasing or short-term rentals. At the end of each lease term, the owner has 90 days to find another lessee or otherwise will be moved to restricted status and fall to the end of the waiting list.

**Compliance with Declarations, Bylaws, and Rules and Regulations**. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions and rules and regulations of the Association. The lease shall also obligate the tenant to comply. If the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, such fine will be assessed against the Owner. If the fine is not paid by the due date set by the Board of Directors, the unit will be placed on restricted leasing status until resolved.

**Notice**. Within ten (10) days after entering the lease of the unit, the Owner shall provide Board of Directors with tenant registration form. Failure to provide the above information within ten (10) days may result in a fine against the owner for each day that the information is not provided.



IN WITNESS WHEREOF, the Board of Directors has executed this Resolution as of the last date signed below in the signature block.

By: DocuSigned by:  
Sybil Hudak  
E1217BD7DD8B44F...  
Name: Sybil Hudak  
Title: President  
Date: 08-Sep-2021

By: DocuSigned by:  
Lore' Bull  
DA14DE7C3BAA474...  
Name: Lore' Bull  
Title: Secretary  
Date: 08-Sep-2021

By: DocuSigned by:  
Rebecca Barrett  
935405020C9C4DD...  
Name: Rebecca Barrett  
Title: Treasurer  
Date: 08-Sep-2021