## OLD MILL VILLAGE HOMEOWNERS ASSOCIATION, INC.

### HOME RENTAL RULES AND POLICY

The Board of Trustees ("Board") for Old Mill Village Homeowners Association, Inc. ("Association") hereby adopts this "Home Rental Rules and Policy" ("Rental Rules") as authorized by Section 3.19 of the Declaration and Article XI of the Bylaws for the benefit of the Association, the Owners, and all residents.

Any lease, rental, or other occupancy agreement of a Residence ("Lease Agreement") is subject in all respects to the provisions of the Declaration, bylaws, these Rental Rules, and any other rules adopted by the Association (together referred to herein as the "Governing Documents").

Unless given a different meaning herein, capitalized terms shall have the same meaning and effect as used in the Declaration. As used herein,

- "Residence" means and refers to any portion of each single-family home constructed upon a Lot within Old Mill Village.
- "Manager" means and refers to a person or entity, if any, selected by the Board to manage the affairs of the Association and Project.
- "Leasing" or "Renting" in any grammatical form, means and refers to granting the right to use or occupy a Residence or Lot to a non-Owner.
- 1. Residences may be leased subject to the Governing Documents.

2. The initial lease term for any Residence shall be no less than six (6) months ("Minimum Term") (\$500 Fine; if it is a continuing violation an additional continuing fine of \$150 shall be levied every 10 days thereafter until corrected).

3. Before a tenant occupies a Residence, Owners shall provide the Board or Manager an executed Tenant Registration Form (see Addendum A) with the names, phone numbers, and email addresses of each adult tenant residing in their Residence.

4. Owners shall provide a copy of the Lease Agreement to the Association or Manager within fifteen (15) days of any request for the Lease Agreement. (\$150 Initial Fine, and a continuing \$100 fine every 10 days until corrected)

5. Owners are responsible for ensuring that their tenants have a copy of and agree to abide by the Association's Governing Documents.

6. Owners are responsible for the behavior, actions, and violations of their tenants and guests. Owners and tenants shall be jointly and severally liable for any fines levied by the Association for the tenants' violations of the Association's Governing Documents. Any tenant violations of the Governing Documents shall be considered a breach of the Lease Agreement.

7. A lease does not include occupancy by the spouse of an Owner; by the trustees or principals of a Residence owned by a trust or business entity; or the child, parent, grandchild, or grandparent, sibling of an Owner or relative approved by the Board.

## **Repeat Violations**

The Board may impose fines outlined above if any violation is repeated anytime within the next 1-year period of time.

## **Continuous Violations**

As provided above, for continuing violations remaining uncured at the deadline provided in the notice or as provided herein, fines may continue to be levied as directed in any violation notice or as provided herein, but no more frequently than every 10 days.

#### BE IT RESOLVED that:

1. The foregoing "Home Rental Rules and Policy" is hereby adopted by the Board of Directors.

2. A copy shall be sent to each Owner and posted on the HOA website

3. Each Owner shall be responsible for notifying any tenants of the rules and policies contained herein.

This Rental Rule Policy was approved by the Board by a vote of 5-0 at the November 21, 2019 Board Meeting.

## OLD MILL VILLAGE HOMEOWNERS ASSOCIATION, INC.

# **TENANT REGISTRATION FORM**

Old Mill Village Residence Address:	
Owner's Name	
Owner's Name:	
Owner's Mailing Address:	
Owner's Phone:	_ Alternate:
Owner's Email Address:	

## Adult Tenant Information

Tenant Name	Phone Number	Email Address

Lease Term: \_\_\_\_\_ Date Tenancy Begins: \_\_\_\_\_ Date Tenancy Ends: \_\_\_\_\_

I hereby certify that I have informed my tenant(s) of the Governing Documents of the Association. They understand that they will be jointly and severally liable with me for their violations, and that any violations constitute a breach of the lease agreement.

Signature of Owner or Rental Agent

DATE

Addendum A