

CROFTON HILLS HOMEOWNERS ASSOCIATION

RENTAL OF SINGLE FAMILY HOMES/TENANTS

I. Introduction

A. The Board of Directors has discussed the special issues posed by tenants/non-owners residing in the community, regarding their knowledge of and compliance with the Declaration of Covenants, Conditions and Restrictions (the "Covenants"), and the provisions of other governing documents including Rules & Regulations (R&R). Investigation has determined that many owners, owner's agents and property managers are not providing copies of the Association's governing documents to tenants or even informing tenants that these copies exist. This has caused confusion, and inadvertent non-compliance by the tenants and problems for the Association that might be avoided. Furthermore, some owners do not inform the Association they are renting out their house(s), or do not provide the Association any information about their tenants, so the Association experiences difficulty in communicating with owner and/or the tenant about Association questions or issues.

B. In the interest of ensuring the Association has adequate information with which to communicate with owners and their tenants about Association issues, and to enhance the Association's ability to communicate regarding occupants'/tenants' compliance with the provisions of governing documents, the following R&R is adopted regarding owners who rent out their homes, and their tenants.

II. Rule:

A. All owners who rent or who are considering renting their single family home are subject to this R&R, including where owner rents to a family member.

1. No partial leasing of a single family home. No partial leasing of a single family home is permitted. In other words, an owner cannot reside in his home while also leasing a portion of it to a third party. Density, traffic, parking and noise are factors that can adversely impact the community, all of which are adversely affected when subleasing of a home is done by an owner.

2. Owner to provide governing documents to tenant. At or before the time a lease agreement is signed between owner and a tenant or tenants, owner or owner's agent will provide copies of the Covenants and the Rules & Regulations (hereafter collectively the "governing documents") to the tenant, urging him to read them. [Copies of the governing documents may be obtained from the Association's web site (www.croftonhillshoawa.org) or by contacting the Association at Crofton Hills HOA, PO Box 7092, Covington, WA 98042. A fee of \$20.00 (twenty dollars) will be charged for copy sets requested from the Association, payable at the time of request.

3. Owner will require tenant to sign a document acknowledging tenant received a copy of the governing documents and will abide by and comply with their requirements. A form document for this purpose is available on the Association's website and part of this rule. A copy of the acknowledgment document must then be forwarded to the Association at Crofton Hills HOA, PO Box 7092, Covington, WA 98042.

B. Lease agreement/provisions. All lease agreements should be in writing and be for a term of at least 6 months unless otherwise permitted in writing by the Association for special or exigent circumstances.

C. Owner will provide tenant information to Association. After a lease agreement is signed, owner or owner's agent will provide to the Association in writing:

1. owner's correct residence mailing address and phone number;
2. the name of every tenant signing the lease agreement;
3. the phone number of tenant;
4. if consented to by tenant, tenant's email address.

D. All owners with existing leases/tenants are required to provide this information to the Association within twenty (20) days from the date this R&R is mailed to them.

E. Existing leases. All owners with an existing written lease agreement in place or tenant residing in their house must comply with all the provisions of this R&R at the time of renewal or extension of such lease or when they lease to another tenant, whichever first occurs. Owners who have rented out their house under verbal agreement, or who have tenants in their home on a month to month basis due to their written term lease agreement expiring and tenant continues to live in and/or rent the house must comply within twenty (20) days from the date this R&R is mailed to them.

III. Infraction

A. Once a possible violation has been reported by an individual Homeowner, or the Board otherwise learns of a possible violation, the Board will investigate and determine whether a violation of this Rule exists. If it is determined that there is a violation, the Board or a committee designated by the Board will notify the violating Homeowner in writing, and, if not corrected in a timely manner (14 days), fines may be assessed according to this Section III.

B. Fines. Fines for violation will be imposed at the rate of \$20 per day until full compliance of Homeowner occurs.

C. At the Board's discretion, legal action may be taken against the violating Homeowner at any point once a violation has been confirmed. Additional fines will continue to be assessed while the legal action is in process if the Homeowner continues to violate the declaration. Homeowner shall be liable to the Association for all attorneys' fees and costs it incurs in the enforcement of this declaration, and such costs are an

assessment against the lot of Homeowner and are lienable and collectible in the same fashion as assessments under the covenants.

D. The opportunity to appeal the Board's decision is available under our R&R on "Appeal Process".

IV. MISCELLANEOUS

A. **Effective Date**. This regulation shall become effective 60 days after being adopted and enacted by the Board.

B. **Enforceability**. If any portion of this regulation is determined to be legally unenforceable, it shall not negate the enforceability of the remaining portions of the regulation.

ADOPTED AND ENACTED BY THE BOARD – January 30, 2009.

Updated November 27, 2022. Updated website address and mailing address. Updated fee for hard copy of governing documents. Added Tenant Form.

TENANT ACKNOWLEDGEMENT AND AGREEMENT FORM

The Owner will provide the Association with a completed and signed form for each adult tenant living at the Owner's Crofton Hills property.

Property Description: Address: _____
Covington, WA 98042
Lot Number: _____

List of governing documents: Declaration of Covenants, Conditions and Restrictions of Crofton Hills (CCRs), First and Second Amendments for CCRs, Rules – Aesthetics, Rules – Animals, Rules – Appeals, Rules – Architectural Control, Rules – Fee and Fine Policy, Rules – Rentals / Tenants, Rules – Repetitive Offenders, Rules – Single Family Home, and Rules – Vehicles.

Tenant's full legal name: _____

Tenant's daytime ten digit phone number: _____

Tenant's evening ten digit phone number: _____

Tenant's email address: _____

Tenant's acknowledgement and agreement: I acknowledge receiving and reading the governing documents listed above and agree to abide by and comply with the requirements of the governing documents listed above.

Date

Tenant's signature

Owner's residence mailing address: Street Address: _____

City: _____

State: _____ Zip: _____

Owner's daytime ten digit phone number: _____

Owner's evening ten digit phone number: _____

Owner's email address: _____