

GOLD MOUNTAIN HOMEOWNER ASSOCIATION

HOME RENTAL AND LEASING RULES

I. AUTHORITY

Article 5, Section 5.5 of the Second Restated Master Declaration of Covenants, Conditions and Restrictions ("CC&Rs") of Gold Mountain gives the Board the power and authority to establish, promulgate, amend, repeal and enforce such rules and regulations, which shall be known as "Rules", as the Board deems necessary for the management and operation of the Development and the conduct of the business and affairs of the Association. The Rules may concern, but are not limited to, rental or leasing of Lots.

Article 4, Section 4.11 of the CC&Rs requires that all leases be in writing and be expressly subject to the Governing Documents of the Association and the breach of any provision shall be a default under the lease or rental agreement. Any lease or rental agreement must require compliance by the tenant with all of the CC&Rs. Owners who rent or lease their Lots must notify the Board of the name of the tenant and the duration of the lease. The Owner must provide the lessee with the copy of the Articles, Bylaws, CC&Rs and the Rules and regulations of the Association.

II. PURPOSE AND SPIRIT OF RENTAL AND LEASING RULES

The purpose of these Rules is to educate Gold Mountain Homeowners (Owners) who decide to rent or lease their homes and to establish enforcement standards to minimize tenant problems within the Gold Mountain Community.

The spirit of these Rules is to ensure compliance with the Rules of the Gold Mountain community and to ensure each homeowner's right to enjoy the serenity and peacefulness of this unique mountain community.

III. RULES

- a. Any Owner who allows someone to use their Gold Mountain home in exchange for money or other consideration for an agreed period, is deemed to be renting or leasing their Lot and subject to these Rules.
- b. The Board has established a standing HOA Rental Committee (the "Committee") to manage a Rental and Leasing Program (the "Program").
- c. All Members of the Gold Mountain HOA will be notified of the Program when it is adopted and becomes rules of the Association.
- d. All Members renting out their property are required to notify the HOA Manager or Board's designee and provide a copy of all lease or rental agreements.

- e. All lease and rental agreements must be in writing and be expressly subject to the Governing Documents of the Association and the breach of any provision shall be a default under the lease or rental agreement.
- f. All lease or rental agreements must require compliance by the tenant with all of the CC&Rs and rules.
- g. All Owners who rent or lease their Lots must notify the Board of the name of the tenant and the duration of the lease.
- h. All Owners who rent or lease their Lots must provide the lessee with the copy of the Articles, Bylaws, CC&Rs and the Rules and regulations of the Association.
- i. All Owners renting or leasing their Lots are subject to a program set-up fee of and a quarterly charge in amounts determined to be necessary to defray the costs of the Program, and to be paid with their Association dues.
- j. The Committee will provide educational and rental materials for Owners and will consult with Owners as necessary.
- k. Owners will be notified of rental homes in their immediate area and will be provided information on how to handle violations.
- l. Owners renting or leasing their Lots must take corrective action within twenty-four (24) hours after being notified of tenant problems and violations.
- m. Allegations of violations must be reported to the HOA Manager or Board's designee in writing. Allegations of violations reported more than two business days following the alleged violation may be disregarded if determined by the Committee or Board to be untimely.
- n. The Committee will investigate allegations of violations resulting from rental and leasing activities within 5 business days after the Committee's receipt of a timely written report of an alleged violation.
- o. The Committee will upon completion of their investigation, refer all substantiated allegations of violations to the HOA Board for further action.
- p. The Gold Mountain HOA Board of Directors will notify the violating owner within 5 business days of receipt of any referral from the Committee of an alleged violation that has been substantiated by the Committee and set a hearing date to review the alleged violation.
- q. Repeat violations will be dealt with as allowed by Article 10 of the CC&R's.

These Rules amend, supersede and replace in their entirety all previously adopted Rules or policies pertaining to rental or leasing of Lots, wherever set forth. These Rules are subordinate and subject to all provisions of the CC&Rs. In the event of any conflict between these Rules and the CC&Rs, the provisions of the CC&RS shall prevail.

**Adopted by the Board of Directors
March 15, 2019**