

	<h2>Policies and Community Guidelines</h2>	Policy: SP – 0001 Rev: 1 Date: 29 Aug 2022
Title: Leasing of Property		Approved: 29 Aug 2022

- 1.0 **Purpose** – This policy outlines the process for leasing of property in Somersby Park by individual homeowners. It is intended to assist the homeowner in understanding the limitations of leasing homes in Somersby Park, to ensure that potential Lessees understand the major rules and regulations promulgated under the Declaration of Covenants, Conditions, and Restrictions (CCR’s) and the Architectural Standards, with which all property owners in Somersby Park must comply, and to promote a satisfying rental experience for all parties.
- 2.0 **Requirements**
- 2.1 Under Article 12.4(d) of the CCR’s, Property owners may lease their property in Somersby Park. Leases must be at least nine (9) months in duration and the Board must approve all potential leases, in its sole discretion, prior to them being executed and effective.
- 2.2 Lessees are obligated to follow the same rules and regulations as property owners. To assist the owner and the potential Lessees, a Lessor/Lessee Checklist has been developed which states a number of the more common requirements and expectations of any possible Lease arrangement. This list is not intended to be all-inclusive, and other issues that may arise will be addressed on a situation-by-situation basis. The executed Lessor/Lessee Checklist must be incorporated as an addendum to the lease. A fully executed copy of the lease and addendum will be provided to the SPHOA.
- 2.3 The Lessor will be responsible for vetting the background of potential Lessees and sharing all findings with the Board. Negative findings should be cause for the Lessor to consider not moving forward with the lease. Should the Lessor nevertheless wish to move forward, the HOA Board is to be advised and will have to be comfortable that the potential Lessees will comply with the obligations listed in the checklist and that the safety and good name of the community will not be put at risk if the lease is to be approved and executed.
- 2.4 The Lessor is responsible for actions of Lessee. Should the Lessee fail to comply with any of the obligations of the lease, including the conditions stated in the Checklist or otherwise imposed as a condition of the lease, the Lessor will be notified and must take corrective action. Lack of action or failure to remedy the issues which have arisen, will result in fines being levied on the property owner in accordance with Article 4.4 of the CCR’s.

Somersby Park – Lessor/Lessee Checklist

(Attach to lease—must be reviewed and signed by both Homeowner and Renter)

1. Somersby Park is a community governed by the Declaration of Covenants, Conditions and Restrictions as well as Architectural Guidelines to which there must be adherence by both Property Owners and the Lessees. Lessees will abide by generally acceptable community-wide standards, including those matters stated in the CCR's, the Architectural Standards, and this Checklist.
2. The exterior of the leased house and the grounds must be maintained to community-wide standards. Architectural Guidelines articulate what is permitted and restricted.
3. Gate access codes must be kept confidential.
4. Trash must be kept in containers within the house or garage. Trash should be placed at end of driveway at street the morning of trash pick-up, which is Thursday. Empty trash containers must be placed back within the house or garage on Thursdays following pickup.
5. No RVs, boats, trailers, buses, or unregistered/unlicensed motor vehicles may be kept on the premises.
6. Domestic pets (when allowed) must be contained within the lot and must be leashed and picked up after when off the lot.
7. All Lessees and their invitees must obey the 25-mph speed limit and stop signs within the community.
8. No Lessee nor invitee shall undertake any unreasonable outside activity or cause any noise that might disturb other residents.
9. Use of Common Areas is permitted if there is no unreasonable activity or noise, and the area is cleaned up following usage.
10. Parking is restricted to garage and paved driveway for lessee and their invitees.
11. No hunting or discharging of firearms is permitted at any time anywhere within the community.
12. Lessee must allow property access to Homeowners Association representatives and utility personnel when reasonably necessary.
13. Both Lessor and Lessee may be fined, in the sole discretion of the Somersby Park Board of Directors, if Lessee fails to comply with the terms of this Checklist, with the Somersby Park rules and regulations, the CCR's, Homeowners Association directives or Architectural Committee directives. The Lessor is responsible for payment of any fines imposed on the Lessee should Lessee not immediately pay any such fines.
14. Failure of the Lessee to follow the obligations of the Association may result in the requirement that the Lease be terminated early or that it not be renewed.
15. The terms of this Checklist shall be incorporated into the Lease between Lessor and Lessee and shall become a part thereof.

Lessor and Lessees hereby agree to abide by this Checklist. Other issues that may arise and are not listed on this Checklist will be handled on a situation-by-situation basis. To the extent that any questions arise before or after execution of the Lease, Lessor and Lessees agree to seek clarification from the SPHOA before doing anything which might conflict with these guidelines.

Lessee

Date

Lessor

Date