

ASSOCIATION OF UNIT OWNERS OF SUNSHINE CREEK CONDOMINIUMS
RESOLUTION OF THE BOARD OF DIRECTORS
Regarding Leasing

At a regular meeting of the Board of Directors, held on March 5, 2018, the Board made the following findings:

WHEREAS the Association Secretary, by signing below, attests that pursuant to the Association Bylaws Article 5, all Directors were provided notice of the meeting and a quorum of the Board was present in person at the meeting in accordance with the Association's Bylaws §5.13;

WHEREAS Declaration §11.2 states that Unit Owners shall have the right to rent or lease their Units for a minimum term of 30 days. No lease or rental of a Unit may be of less than the entire Unit; provided, however, that a Unit Owner may enter a roommate rental situation on a month-to-month or longer basis. All leases and rental agreements shall be in writing and shall be subject to the restrictions and provisions of the Declaration, the Bylaws, and rules and regulations of the Association (the "governing documents");

WHEREAS in addition to Declaration §11.2, Bylaws §9.2(a) states that any lease or rental agreement must specifically provide that its terms shall be subject in all respects to the provisions of the governing documents, and that any failure by the tenant to strictly comply with the terms of such governing documents shall be a default under the lease or rental agreement. Copies of all leases and rental agreements shall be delivered to the Association immediately after execution. This section further provides the Board with authority to evict the tenant for flagrant or repeated violations of the governing documents at the Owner's expense and to assess the Owner for all charges and expenses incurred by the Association relating to the tenant's violation of the governing documents;

WHEREAS Bylaws Article VIII provides the Board with authority to take action against any Owner for violation of rules and to levy fines, and take other actions as needed to enforce the provisions of the Association's governing documents;

WHEREAS the Board believes it is in the best interest of the Association to clarify the Association's procedures relating to leases; and

WHEREAS Declaration §11.3 states that the Board shall have authority to promulgate such rules and regulations consistent with the Act, the Declaration and the Bylaws as the Board may deem in the best interest of the Association;

NOW THEREFORE IT IS HEREBY RESOLVED that the following procedure for processing leasing/rental agreements is set forth below:

Rental Forms - The Unit Owner is required to submit the following documentation within 15 days of entering into a Lease/Rental Agreement: Tenant Information Form, New Owner Contact Sheet, Signed Acknowledgement of review of the Governing Documents by tenant, signed Acknowledgement by Unit Owner that lease is in writing, is for a period of no less than 30 days,

and states that it is subject to the governing documents (with a default by the tenant in complying with the governing documents constituting a default under the lease agreement).

Processing Fee - The Unit Owner shall also pay a processing fee of \$75.00 at the time of submittal of the Rental Forms. This fee is to cover the costs of the Managing Agent's time in processing the Rental Forms. If the Association incurs extraordinary actual expenses not included in the standard processing fee, the Unit Owner shall reimburse those expenses upon demand to the Association.

The Unit Owner is responsible for notifying the Managing Agent of any change in tenancy, new tenant contact information, new owner information, etc. so that records may be kept up to date.

It is the Unit Owner's responsibility to supply his or her tenant(s) with a current copy of all Governing Documents. Unit Owners are responsible for ensuring their tenants know and follow the rules. In addition, Unit Owners are responsible for curing all violations by their tenants and for paying any associated fines.

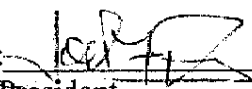
Non-compliance with any the terms of this resolution relating to turning in the required forms will result in fines in accordance with the Association's then-current fine schedule which shall be levied and collected as assessments.

Non-compliance with provisions of the Declaration relating to the minimum lease term of 30 days and having a written lease will result in fines of \$1,000 every 30 days or 1.5 times the rent charged, whichever is more. This fine is much higher than those listed in the Association's fine schedule because of the irreparable harm and cost that can result to the Association if an Owner begins using a Unit as a short-term rental and/or advertising the Unit on websites such as Air BnB.

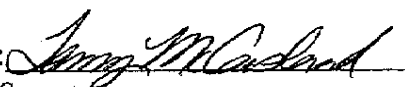
The Board hereby directs that a copy of this resolution be sent to every owner of record.

Dated this 5th day of March, 2018.

Association of Unit Owners of Sunshine Creek Condominiums

By: 
Its President

ATTEST: the above resolution was properly adopted.

By: 
Its Secretary



NOW THEREFORE IT IS HEREBY RESOLVED that ATTACHMENT A hereto is adopted and incorporated by reference:

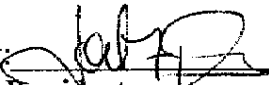
BE IT FURTHER RESOLVED that in the event the need for maintenance or repair of items identified on ATTACHMENT A as Association responsibility is caused through the willful or negligent acts of Owners, or through the willful or negligent acts of the family, guests, tenants, or invitees of that Owner, the cost of such maintenance or repairs shall be added to and become part of the assessment to which that Unit is subject.

BE IT FURTHER RESOLVED that if an Owner fails to meet the Owner's maintenance, repair, and replacement responsibilities under the Declaration, Bylaws, or this Resolution and ATTACHMENT A in a timely manner, the Association may levy enforcement fines, along with necessary fees, the amount of which shall be determined from time to time by the Board, and all of which shall continue until the needed work is satisfactorily completed. Such amounts shall be charged as assessments. The Association may also enter Units to conduct maintenance, repairs, or replacements, or to prevent imminent injury or damage to units, property, or persons, and may charge all costs incurred to the responsible Owner as an assessment.

The Board hereby directs that a copy of this resolution be sent to every owner of record.

Dated this 5th day of March, 2018.

Association of Unit Owners of Sunshine Creek Condominiums

By:  _____
Its President

ATTEST: the above resolution was properly adopted.

By:  _____
Its Secretary