

WILLOW CREEK COMMUNITY ASSOCIATION, INC.

Policy Resolution #5
Lease/Rental/Occupancy of a Unit

Adopted: April 13, 2016

Effective: April 13, 2016

WHEREAS, the Association has the right under the Governing Documents to promulgate use policies upon the properties and any portions thereof including Units;

WHEREAS, there is a need to establish such policies regarding the lease or rental of a Unit;

WHEREAS, it is the intent that this policy be applicable until otherwise rescinded, modified, or amended by a Majority of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the following is hereby adopted:

Lease/Rental Agreement: The Owner (Lessor) or Leasing Agent has the responsibility to inform the Association's office of a lease prior to the rental start date. The Owner (Lessor) or Leasing Agent shall supply the Association office with a copy of the fully executed lease/rental agreement together with the completed Tenant Authorization Form. (The Tenant Authorization form shall be requested from the Association's office.) This information shall be supplied to the Association's office ten (10) days prior to the rental start date.

The Association may require, without limitation, that the tenant acknowledge receipt of a copy of the applicable Declaration, Bylaws, use restrictions, and rules and regulations of the Association and Policy Resolutions (to be provided by the Owner/Leasing Agent). The lease shall also obligate the tenant to comply with the foregoing and shall list the names of all tenants, the mailing address, if other than the Unit address, telephone numbers and email address.

The Owner or Leasing Agent has the responsibility to provide the tenant with means of access to the common area(s) such as key(s) to the Community Center pool, tennis, exercise room that have been provided to Owner by Association.

A Member who leases his Unit shall be deemed to have assigned all rights of use and enjoyment to the lessee of such Unit.

Term of Lease/Rental Agreement: It is preferred and encouraged that a Unit is leased or rented for at least a six (6) month period.

Non-compliance: In the event the Owner (Lessor) and/or Owner's tenant (Lessee) has been duly notified of non-compliance with the Governing Documents and has failed to remedy the offense, a fine may be assessed against the Tenant and/or Owner. Any unpaid fine for thirty (30) Days from the date of the first notification of non-compliance shall result in a lien against the Owner's property. Owner will be copied with any notice of non-compliance issued to his/her tenant.

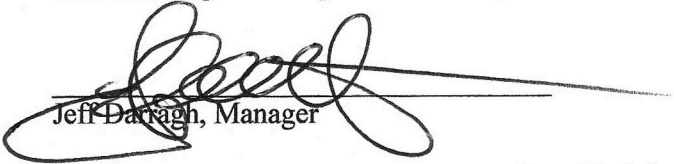
Assessments: All Association assessments including, without limitation, general, specific, special, or neighborhood, are the obligation of the Owner.

End of resolution.

Declarant's Acceptance:

This resolution was accepted by the Declarant on April 13, 2016.

The Worthington Group of Tennessee, LLC



Jeff Darragh, Manager

Board's Adoption

This resolution was duly adopted by the Board of Directors on April 13, 2016.