

DOUBLETREE LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

POLICY REGARDING LEASING OF HOMES

The Board of Directors for the Doubletree Lake Estates Homeowners Association, Inc. do hereby publish and make of record the following rules, regulations and policy pursuant to Article VII Sec. 7.1(c) of the Declaration of Covenants and Restrictions dated February 6, 1998 and recorded March 26, 1998 as Document No. 98-004907 and recorded April 8, 1998 as Document No. 98-020882 in the Office of the Recorder of Lake County, Indiana and §6.081 and §6.09 of the Bylaws of the Association.

Rules and Regulations

The following written Rules and Restrictions are adopted in order to maintain and foster the market values within our development. These rules are intended to comply with all applicable federal, state, county, and city laws and regulations; any conflict between the provisions herein shall be resolved in favor of the law. Further, these rules are intended to supplement the Master Declaration of Covenants, Conditions, Restrictions, and Easements for Doubletree Lake Estates (the "Declaration".) In the event that any provision of this instrument shall be determined to be invalid or unenforceable by any Court of competent jurisdiction, such determination shall not affect the validity of any other provision herein.

The Board has deliberated on the special issues posed by tenants/non-owners residing in the

community. Tenants may not have full knowledge of, and thus may not be in compliance with the Declaration and with the provisions of other governing documents, including these Rules and Regulations. Experience and investigation has led to the conclusion that many Owners are not providing copies of the Association's governing documents to prospective and actual Tenants or even informing them that they exist. This causes confusion and inadvertent non-compliance by Tenants. These practices cause problems that can easily be avoided. Furthermore, some Owners do not inform the Association when they are renting out their property, and/or do not provide the association with any information about their Tenants. The Association then experiences difficulty in communicating with the Owner and/or the Tenant regarding questions or concerns. Therefore, Owners and their Tenants must comply with the following Rules and Regulations when property within Doubletree Lake Estates is rented or leased.

- A. **Introduction** – In the interest of protecting homeowners and their families, preserving property values and enhancing the quality of life within the community, the Association has developed a standard set of rules and procedures addressing the renting/leasing of homes within the community. The following material outlines the rules, requirements, and responsibilities of homeowners wishing to rent or lease property within Doubletree Lake Estates.

- B. **FHA Statement** – **Nothing in this policy is intended to act to discriminate against any protected class, to wrongfully deprive anyone of housing, or to violate any provision of the Fair Housing Act (FHA).**

- C. **Definitions** –
 - 1. **“Association”** - shall mean and refer to Doubletree Lake Estates Homeowners Association, Inc., a not-for-profit corporation, its successors and assigns.
 - 2. **“Board”** – shall mean and refer to the Board of Directors of the Association.
 - 3. **“Landlord”** – shall mean the legal owner that is leasing or renting their Lot/home or any part thereof.
 - 4. **“Lot”** – shall mean any piece or parcel of land or a portion of a subdivision. The boundaries of which have been established by some legal instrument of record and are coterminous with all adjoining real estate, that is recognized and intended as a unit for the purpose of transfer of ownership.
 - 5. **“Owner”** – shall mean and refer to title record owner, whether one or more Persons, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.
 - 6. **“Person or “Persons”** – shall mean all natural individuals, corporations,

- partnerships, trustees, or other legal entities holding title to real property.
7. **“Rental(s)”** – shall mean any Lot/home within the Association that is rented, leased, or occupied by residents other than the legal owner.
 8. **“Tenant”** – shall mean the resident that is leasing or renting from the Owner.

D. Rules and Regulations Regarding Rental of Homes – All Owners who rent or lease, or who are considering renting or leasing their home are subject to these Rules and Regulations. These Rules and Regulations also pertain to instances where the Owner rents or leases to a family member.

1. **No Partial Leasing of a Home.** Partial leasing is not permitted. An Owner shall not reside in his or her home while also leasing a portion to a third party. Changes in density, traffic, parking, and noise are factors that can adversely impact the community. All are likely to occur when an Owner engages in partial leasing of his/her home.
2. **Owner to provide Master Declaration to Tenant.** At or prior to signing a lease agreement, the Owner or Owner’s agent shall provide to the Tenant(s) a copy of the Master Declaration and any other Rules, Regulations, or amendments to the Master Declaration.
3. **Required Lease Agreement Provisions.** All lease agreements shall be in writing and be for a term of at least six (6) months, unless otherwise permitted in writing by the Board for special or exigent circumstances. An Owner intending to rent/lease his or her home shall specifically include written provisions in the lease to be signed by Tenant; which are binding on Tenant, his or her family members and his or her guests (hereafter collectively “Tenant”) specifically covering or providing for the following:
 - (a) That Tenant acknowledges being aware of the Master Declaration.
 - (b) That Tenant understands and acknowledges that Tenant is fully subject to the Master Declaration, any and all covenants, rules and restrictions, and easements of record benefitting the Association and shall comply with all aspects of them.
 - (c) In the event that Owner is delinquent in any assessments or in violation of the Master Declaration, the lease must terminate or Owner may not enter into a new lease.
 - (d) Owner will remain primarily responsible for any and all new assessments due the Association and for any acts or omissions of Owner’s Tenants or guests.
 - (e) That if Tenant fails to comply with any provisions of the Master Declaration, it will be considered a material breach or default of the lease agreement, both of which are sufficient reasons for eviction.

4. **Owner will Provide Tenant Information to Association.** After a lease agreement has been signed, Owner or Owner's agent will provide to the Association in writing:
 - (a) Owner's correct residence address and home/cellular phone number.
 - (b) A copy of the entire lease agreement.
 - (c) The legal name of every Tenant signing the lease agreement.
 - (d) The home/cellular phone number of every Tenant signing the lease agreement.
 - (e) The current email address for every Tenant signing the lease agreement.

5. **Eviction of Tenant for Repeated Non-Compliance.** In the case of repeated, uncured violations of the Master Declaration by a Tenant, where the Association has mailed at least three (3) notices of violation and request for compliance to Tenant and Owner and Tenant refused or otherwise failed to comply, Owner, upon written notice and request from the Association, will commence an eviction proceeding against Tenant and prosecute it to completion and eviction of that Tenant.

6. **Existing Leases.** All Owners with an existing written lease agreement in place or Tenant residing in their home must comply with all provisions of this Rule at the time of renewal or extension of such lease, or when the property is leased to another Tenant, whichever occurs first. Owners who have rented or leased their home on a month to month basis due to their written term-lease agreement expiring and Tenant continues to live in or rent the house must comply within twenty (20) days from the date that this Rule is mailed to them.

7. **Fines for Non-Compliance.**
 - (a) If at any time a property is found not to comply with any of these Rules and Regulations, the Association can assess violation fines of up to \$5,000.00 per month.
 - (b) If at any time, any Tenant or occupant of a rented or leased property violates or permits violations by his or her family members, guests, and/or invitees of any of the provisions of the Master Declaration, and such violations continue to occur or exist after reasonable notice to Tenant or Owner of such violations, the Board shall have the power and authority, on behalf of and at the expense of Owner, to evict Tenant or occupant, if Owner fails to do so after written request for eviction is made by the Board. The Board shall have no liability to an Owner or Tenant for any eviction or enforcement actions undertaken or made in good faith.

- (c) Prior to Tennant's occupancy, Owner shall deposit with the Association, the sum of \$2,500.00; which may be drawn upon by the Association to enforce Master Declaration or any covenants or restrictions against Tenant. Any unused portion of the deposit shall be returned to Owner upon the termination of Tenant's occupancy.

8. **Communication between the Association and Owner.** All Tenants shall willfully comply with these Rules and Regulations.

- (a) Tenants shall communicate with the Association through the owner of the Lot/home.
- (b) All Tenant violations will be directed to Owner in writing. Owner must take action to resolve Tenant's violation to avoid fines.
- (c) Owner is responsible for the conduct of Tenant and Tenant's guests and shall be assessed fines if Tenant is not in compliance with the Master Declaration.
- (d) It is the responsibility of Owner to pay all fines on time, or a lien may be filed upon the Lot/home.
- (e) Owner may pass the cost of the fines along to Tenant.
- (f) The Association may demand termination a lease with multiple violations that result in fines.