



Leasing Rules and Guidelines

Master Declaration of CC&R's, ARTICLE III, Section IV, Paragraph H

Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, the Association's Articles of Incorporation and its Bylaws, and any adopted rules and regulations, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a Dwelling Unit or any portion of a Lot (including a month-to-month rental agreement); and all such leases shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.

Action Steps

- 1) The Association shall maintain a list of Units that are leased. If the Association receives notice of intent to lease a Unit from an Owner, and such lease will not increase the number of leased Units above the allowed maximum limit, then the Association shall provide written notice of the approval of such lease to the requesting Owner.
- 2) Submit application to lease unit: providing all details pertinent to the request.
- 3) Pay required Application request fee of two-hundred fifty dollars (\$250.00) refundable if request is denied or if the request is rescinded for any reason by the applicant.
- 4) Authorization: Once authorization has been given to lease out the unit in question, the owner must then provide the management company a copy of the lease terms and all contact information for the tenant, including the required Association forms if applicable. Prior to the commencement of the term of a lease the Owner shall notify the Board, in writing (email is acceptable)
- 5) Leasing Wait List. If the Association receives a notice of intent to lease a Unit from an Owner, and the number of Owner-occupied Units is or would be more than the maximum limit maximum limit, the Owner providing such notice of intent to lease shall be notified by the Association that the maximum limit is exceeded. The Association shall maintain a list of Owners that sought permission to lease their Units but were unable to do so due to the maximum limit, which list shall be maintained according to the date of each Owner's request to lease.
- 6) Lease Agreements; Restrictions. Any lease agreement for a Unit shall be in writing, shall provide that the lease is and shall be subject in all respects to the provisions of the Association Documents, and shall provide that the failure by the tenant to comply with the terms of the homeowner Documents shall be a default under the lease. Prior to the commencement of the

term of a lease the Owner shall notify the Board, in writing, of the name or names of the tenants and the time during which the lease term shall be in effect. If an Owner leases a Unit in violation of the restrictions set forth in this Section or otherwise fails to comply with this Section, such Owner shall be in default of this Declaration, and shall indemnify, defend, and hold harmless the Association and the other Owners from and against any and all claims, loss or damage arising from or related to such violation.

- 7) Re-Leasing; Change of Tenants. At least thirty (30) days prior to the expiration of an existing lease of a Unit, or within five (5) days of the termination of an existing lease, the Owner of such Unit shall notify the Association of such expiration or termination. Additionally, the Owner shall at that time provide written notice to the Association of its intent to either re-lease the Unit to another tenant or to be removed from the list of Units approved for leasing. If an Owner does not lease its Unit within ninety (90) days of such expiration or termination date, the Association's approval for such Owner to lease its Unit shall be revoked, and the Association shall notify the next Owner on the Leasing Wait List (if any). Owners who have had their approval revoked pursuant to this Section 6 may resubmit a new request to the Association for a new approval subject to Section 2.
- 8) Lease Opportunity Notice. If the number of leased Units falls below the maximum limit, the Association shall provide the first Owner on the Leasing Wait List (if any) with notice of the ability to lease such Owner's Unit (the "Lease Opportunity Notice"). If an Owner declines to lease its Unit or does not lease its Unit within ninety (90) days of receipt of a Lease Opportunity Notice, the Association's approval for such Owner to lease its Unit shall be revoked, and the Association shall notify the next Owner on the Leasing Wait List (if any). Owners who have had their approval revoked pursuant to this Section 7 may resubmit a new request to the Association for a new approval subject to Section 2.
- 9) Exceptions for Hardship, Familial Relationships. In cases of extreme hardship, including but not limited to disability, job loss, temporary job relocation, military service, divorce, etc., the Association may, in its sole discretion, make an exception to the rental restriction and temporarily authorize an Owner to lease its Unit. The Association may also, in its sole discretion, waive the rental restriction for tenants who are immediate family members such as a parent or child.
- 10) Documentation: Documents to be provided to the management company upon approval to lease shall include Lease terms, Contact information, and Automobile information. These documents allow emergency notification in the event of an incident.

Resolution of the Board of Directors Owner Occupancy

Effective February ^{2/6/2024}____, 2024

WHEREAS "Master Declaration" is the "Declaration of Covenants, Conditions and Restrictions for Panamint Villas" pertaining to and affecting Panamint Villas; "Association" is the Panamint Villas Homeowners Association; "Bylaws" are the Bylaws of Panamint Villas Homeowners Association; and "Board" is the Panamint Villas Board of Directors.

WHEREAS, Article III, Section 1 of the Master Declaration directs that the affairs of the Master Association shall be conducted and managed by a Board.

WHEREAS Article III, Sections All of the Master Declaration and Article VII of the Bylaws vests the Board with the powers and duties to perform any and all acts which may be necessary to, proper for or incidental to the property management and operation of the Common Areas and its other assets, to adopt, amend and repeal rules and regulations, including suspension of privileges and monetary fines for infractions of the rules and regulations.

WHEREAS, ARTICLE III, Section IV, Paragraph H

Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, the Association's Articles of Incorporation and its Bylaws, and any adopted rules and regulations, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a Dwelling Unit or any portion of a Lot (including a month-to-month rental agreement); and all such leases shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.

WHEREAS, "Enforcement Resolution", effective February ^{2/6/2024}____, 2024 defines the Association's updated procedure for enforcing rules, covenants, and restrictions in accordance with Idaho Law. (HOA Fine Statute I.C. §55-115).

WHEREAS, in order to maintain the pleasant living environment for which Panamint Villas was created, the Board deems it necessary to adopt a uniform method of procedures outlining the manner with which the Association will deal with Owner Occupancy issues applicable to all members and their activities consistent with the covenants and policies of the Association. This method of procedures may be modified from time to time as the Board determines to be in the interest of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures be adopted:

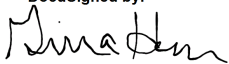
When a violation of the above Master Declaration is reported to the management company or Board, the following process will be followed.

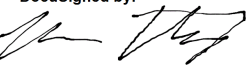
1. The member responsible for violating the Master Declaration will be identified and their address will be noted.
2. A violation ticket or notification will be submitted to the Association management company and copied to the Board.


3. The management company will contact the member and relate the violation to them and issue a warning of non-compliance and request that the violation cease, and the Building Lot or Property Unit become Owner Occupied. The member may contact a member of the board to discuss the "non-compliance" violation at any point during this process.
4. Additionally, the member account will be marked as "non-compliant" for a period of 60 days.
5. If an approved temporary exemption is not in place and a second violation is reported to the management company or Board within a 12-month period, the management company will contact the member and relate the violation to them and request that the violation cease, and the Building Lot or Property Unit become Owner Occupied.
6. Additionally, the member account will be marked as "non-compliant" again for 60 days.
7. Furthermore, the Board will determine if the violations warrant utilizing the Enforcement Resolution which may include a fine and/or legal action, as an additional encouragement to cease the violations.
8. The fines assessed for rental violation will be as stated in the violation enforcement policy.
9. If the violation isn't resolved pursuant to the Enforcement Resolution, the Board may seek an injunction to force compliance.

NOW, BE IT FURTHER RESOLVED THAT if further violations occur after the procedures described above, the Board may seek legal counsel to determine subsequent procedures to deal with the violations.

Adopted this day February 2/6/2024 2024 by the Board of Directors.

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Regina Hansen

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