

ARTICLE 10.0 **RENTALS**

10.1 The Declaration contains the following provision regarding the lease of a Home:

Any lease or rental agreement of a residence within a Lot shall be in writing and must provide that its terms shall be subject in all respects to the provisions of the Declaration, the Bylaws, and Rules and Regulations of the Association and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. All leases and rental agreements shall be in writing and shall be for an initial term of not less than one year. Leases of only a portion of a Lot or residence are prohibited. No lease may be assigned and no residence may be subleased. Copies of all leases and rental agreements (in a form acceptable to the Board) shall be delivered to the Association upon request. Any cost or expense to the Association, or any penalty or sums assessed by the Association or Board resulting from any violation of the Declaration, Bylaws, or Rules and Regulations hereunder may be assessed against the Lot as a common expense and collected as provided in the Declaration or Bylaws. In the event a lessee/tenant of a Lot fails to comply with any provisions of the Declaration, Bylaws, or Rules and Regulations, then in addition to all other remedies which it may have, the Board shall notify the Lessee/Tenant and Owner of such violation(s) and demand that the same be remedied through the Tenant and/or Owner's efforts within fifteen (15) days of such notice, unless the Owner or Tenant requests Notice and Opportunity to be Heard, under the Due Process Procedures set forth in Appendix A below.

Upon a finding against the Tenant/Lessee, if the violation is thereafter repeated, the Owner shall be required to take actions to remedy the violation, including all steps necessary to evict said lessee on account of such violation(s), in compliance with Washington's Residential Landlord-Tenant Act. If Owner fails to take such actions to within a reasonable time, the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Owner at Owner's sole cost and expense. All costs and expenses, including reasonable attorneys fees, incurred in connection with any action by the Association or Board hereunder, shall be due and payable by Owner on demand by the Association or Board. The Association or Board may levy an assessment against said Owner's Lot for all such costs and expenses, including reasonable attorneys' fees and may be enforced by the Association in the same manner as set forth for the collection of Assessments and common expenses. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise rent his residence.

10.2 Owners renting or leasing their home must provide their tenants with a copy of all Rules and Regulations of the community. Owners will be notified of tenant's failure to comply with the Rules and will be held financially responsible for any fines assessed for violations of the Rules by their tenants or their tenant's guests. Owners will also be held financially responsible for costs incurred for any damage caused by tenants or their guests to any area of the common area of the community.

10.3 Owners shall provide the names, contact information, and vehicle identification information of their tenants to the Board of Directors. Additionally, Owners shall provide their own off-site contact information to the Board of Directors.

10.4 If an Owner fails to evict a tenant who is in continuing violation of the Rules, the Board of Directors may take appropriate action to do so and charge the Owner for the expenses incurred.