## **King's Country Property Owners Association Resolution**

Whereas, Article 1.10 of the Declaration of Covenants states that the Board of Directors may from time to time make, change and or rescind specific rules and regulations for the orderly administration of the Covenants.

Whereas, The King's Country Board of Directors recognizes that the rental of homes does not promote the development's greater good.

**Therefore, Let it be resolved** that the King's Country Board of Directors has become aware of the need to rescind the allowance of rental properties in the King's Country Development.

Be it further resolved Effective August 1, 2020, No property within King's Country may be leased or rented that is not currently deemed "rental property" by the POA and recorded as such. Any owner currently engaged in leasing/renting activities; as of the date of this Resolution; shall be allowed to continue leasing or renting activity until said property is sold or transferred. This does not allow a current owner/landlord to add additional rental property. Any Property Owner engaged in leasing or renting activity must, upon the sale or conveyance of said property, notify any potential buyer or person taking title that no property within King's Country may be leased or rented at any given time. Rental agreement is NOT transferable with the sale of their property.

This rental restriction provision takes precedence over any inconsistent language in the current Covenants or Bylaws or Rules of the POA as recorded below.

## Rental 2.02

Rental of any house and Lot for a period of six (6) or more months shall not be deemed a commercial usage. Short term rental (i.e., weekend or periods of less than six months) shall not be permitted. In any event, no use shall be permitted which would violate the quiet enjoyment of other property within the Development. An Owner who chooses to rent a property in King's Country shall provide a copy of the signed lease/rental agreement to KCPOA each time a lease agreement is initiated or renewed. This agreement must include name and phone numbers of tenants. The lease/rental

agreements will be kept in the Lot files in the KCPOA office. Lease/rental agreements will be available for inspection by the membership. No house may be rented for commercial purposes. No lease/rental agreement shall be finalized without a criminal background check being performed by the Owner or his agent. Results of the criminal background check will be kept in the Lot files in the KCPOA office. Any fines incurred on the property will be the responsibility of the Owner. (Revised May 18, 2019)

Agreed to by unanimous vote of the King's Country Board of Directors at

the 7/9/2020 special session and recorded.

President

Dino Yearego

Secretary

Robert Anderson

Attachments: Current list of rental properties

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Whereas, Article 1.10 of the Declaration of Covenants states that the Board of Directors may from time to time make, change and or rescind specific rules and regulations for the orderly administration of the Covenants.

Whereas, The King's Country Board of Directors has recognized the need to clarify and change the fine assessment to address failure to pay.

Whereas, The King's Country Board of Directors voted at the November 16, 2019 meeting of the KCPOA Board of Directors to accept the following clarifications and changes to the rules and regulations regarding the procedures of the fine assessment in King's Country.

Fine(s) assessed against a property owner must be paid within thirty (30) days. Failure to pay within this timeframe will result in loss of privileges and use of common areas within King's Country until such fine(s) are paid in full.

Therefore, Let it be resolved that the above changes having been approved by the KCPOA Board of Directors shall take effect immediately.

Secretary Elizabeth Harris
Elizabeth Harris