

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
CANEWOOD HOMEOWNERS ASSOCIATION, INC.**

July 23, 2019

Pursuant to KRS Chapter 273, we, Carl Smith, Chris Johns, Amanda Palmer, Bob Shepard, and Dennis Zlosel, being the five members of the Board of Directors of CANEWOOD HOMEOWNERS ASSOCIATION, INC., a Kentucky non-profit, non-stock corporation (hereinafter referred to as the "Corporation"), unanimously consent to the following Preamble and Resolutions and the actions authorized pursuant to these Preamble and Resolutions:

RESOLUTION REGARDING LEASING POLICY

WHEREAS, the Association was created pursuant to those certain Declaration of Covenants, Conditions, Restrictions, Reservations and Easements Pertaining to Canewood Subdivision Unit 1-A, Section 1, of record in the Scott County Clerk's Office in Miscellaneous Book 7, Page 497 (the "**Declaration**"), to which additional properties, lots and common areas have been submitted, via Declaration of Submission, and subjected to additional Restrictions and Covenants, containing substantially similar language (the "**Restrictions**");

WHEREAS, pursuant to Section 2 of the Association's Amended and Restated Articles of Incorporation, the purpose of the Association is to promote and serve the general welfare and common good of the Association's members; and

WHEREAS, pursuant to Section 3.03 of the Declaration, Section 2 of the Association's Amended and Restated Articles of Incorporation, and Article VIII of the Association's Bylaws, the Board of Directors finds that it is in the best interest of the Association and its Members to adopt the Leasing Policy attached hereto as **EXHIBIT A**.

THEREFORE, BE IT RESOLVED, that this Leasing Policy is hereby adopted for the Association and its Members in the form attached as **EXHIBIT A**.

FURTHER RESOLVED that this Resolution shall take effect immediately upon execution by all members of the Board.

FURTHER RESOLVED that the officers and directors are authorized to incorporate this Leasing Policy into Amended and Restated Bylaws.

FURTHER RESOLVED, that the proper officers and directors are authorized to take all steps necessary to accomplish this Resolution.

WITNESS THE SIGNATURES of CARL SMITH, CHRIS JOHNS, AMANDA PALMER, BOB SHEPARD, and DENNIS ZLOSEL, being all the members of the Board of Directors of CANEWOOD HOMEOWNERS ASSOCIATION, INC., a Kentucky non-profit, non-stock corporation.

This 23 day of July 2019.

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CARL SMITH, DIRECTOR

DocuSigned by:

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CHRIS JOHNS, DIRECTOR

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AMANDA PALMER, DIRECTOR

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BOB SHEPARD, DIRECTOR

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DENNIS ZLOSEL, DIRECTOR

EXHIBIT A

LEASING POLICY OF CANEWOOD HOMEOWNERS ASSOCIATION, INC.

(the “Leasing Policy”)

1. Canewood Homeowners Association, Inc. shall be referred to as the “**Association**.” Terms used in this Leasing Policy which are not herein defined shall have the same meaning as given in Declaration of

2. Covenants, Conditions, Restrictions, Reservations and Easements Pertaining to Canewood Subdivision Unit 1-A, Section 1, of record in the Scott County Clerk’s Office in Miscellaneous Book 7, Page 497 (the “**Declaration**”), to which additional properties, lots and common areas have been submitted, via Declaration of Submission, and subjected to additional Restrictions and Covenants, containing substantially similar language (the “**Restrictions**”), and if not therein defined, their ordinary meaning.

3. In the event this Leasing Policy conflicts with the Declaration, as amended, the Declaration shall control.

4. The definition of a “**Rental Unit**” is any Lot occupied by one or more persons other than the Lot Owner(s) who provides consideration to the Lot Owner(s) for the right to occupy the Lot, whether occupying the entirety of the Lot or some lesser portion thereof.

5. The percentage of Rental Units in Canewood HOA Property shall not at any time exceed ten percent (10%) of the total Lots in the Submitted Property.

6. Any Owner who utilizes their Lot as a Rental Unit shall not lease said Lot for a period of less than six (6) months nor more than one (1) year, and only with a written lease agreement (a “**Lease**”). No Lot shall be leased without the prior express written approval of the Board of Directors, which consent may be granted or withheld in its sole discretion and for any or no reason at all. The Board of Directors and all Owners shall comply with the Fair Housing Act, which makes it illegal to advertise “any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familiar status, or national origin, or intention to make such preference, limitation or discrimination.” There may also be state and local laws and/or regulations which impose additional obligations on Owners for the achievement of equal housing opportunity, and the rental of any Lot shall comply with those laws and regulations. All Rental Units shall be advertised and available on an equal opportunity basis. If the Lease is approved by the Board of Directors, the Lot Owner(s) shall provide a copy of the Lease to the Association within ten (10) days of execution of the Lease, or at the inception of Lease, whichever occurs first.

7. Every Lease shall comply with the following terms and conditions:

- a. All tenants, including minors, who will occupy the Rental Unit must be listed on the Lease, and tenants’ contact information, including home phone, mobile phone and email addresses, shall be included in the Lease.

- b. Every Lease must provide that no sub-letting by the tenant is or shall be permitted.
- c. Every Owner must provide every tenant with and inform every tenant regarding the Declaration and the Restrictions (as amended), the Association's Bylaws, and the Rules and Regulations, including without limitation this Leasing Policy, and any other governing document or policy of the Association, and to expressly make these documents and compliance therewith part of the Lease's terms and conditions, whether by addendum or otherwise thereto. Copies of these documents can be obtained from the Association's management company or any Directors of the Association upon request.
- d. Every Lease must provide that the tenant has been informed of and agrees to abide by the Declaration and the Restrictions (as amended), the Association's Bylaws, and the Rules and Regulations, including without limitation this Leasing Policy. Further, the tenant must agree that the Declaration of Covenants, Conditions and Restrictions for the Association, the Association's Bylaws, and the Rules and Regulations, including without limitation this Leasing Policy are "material terms" of the Lease and under the Uniform Residential Landlord Tenant Act.
- e. Every Lease shall include a provision whereby the tenant waives and releases the Association from and against any and all liabilities whatsoever. Further and in addition, the tenant covenants not to sue the Association for any alleged liability of the Association.
- f. No Lease may operate to automatically allow use of the Association's privileges and Common Areas appurtenant to Association membership, including but not limited to the Golf Course, Recreation Area(s), pool, and other amenities, and those privileges shall remain with the lessor unless stated otherwise in the Lease. In the event that the lessor assigns his/her membership privileges to the lessee in the Lease, the lessor shall not be permitted to exercise any membership privileges (other than voting) during the Lease term and shall be required to pay a daily or non-member rate to use the Association's amenities, including the pool and Golf Course facilities, there is no separation or division of membership privileges. Transfer of privileges will be considered permanent throughout the term of the original lease; temporary or short-term transfers will not be recognized. For the purposes of this Policy, "lessee" shall mean the person(s) (not to exceed a total of two (2) people) that signed the Lease, their spouse or partner, and dependents under the age of twenty-one (21).
- g. Every Lease shall provide that the Association shall have rights coextensive with those of the Lessor, but shall not be bound to any obligation owed by Lessor under the Lease or the laws of Kentucky. The Association may terminate the Lease and shall be entitled to evict the tenant if the tenant commits one of the following material breaches of the Lease:
 - i. Is found by the Board of Directors of the Association to have committed at least three (3) violations of the Declaration or the Restrictions (as amended),

the Association's Bylaws, or any Rule or Regulation within any twelve (12) month period;

- ii. Fails to properly maintain the Lot, including but not limited to the exterior appearance of the dwelling, other structures, and landscape, in accordance with the community-wide standard and general appearance standards of the Association;
- iii. Allows more individuals than permitted to reside in a Rental Unit under Federal, State, County, or City laws or regulations;
- iv. Fails to provide a General Liability release to be signed by the occupant releasing the Association from liability; and
- v. Is convicted of any felony crime or conducts any illegal activity within the Rental Unit or Canewood Subdivision or upon the common areas of the Association.

8. All tenants must obtain a policy that insures, at the tenant's sole expense, the tenant's personal property. In addition, tenant shall obtain comprehensive personal liability insurance covering liability for damage to person or property of others located within such Owner's Lot, or in another Lot in the Association, or upon the common areas resulting from the negligence of the insured tenant of not less than Two Hundred Fifty Thousand Dollars (\$250,000). The tenant must provide a copy of the certificate of insurance or declaration sheet to the Association at or before the inception of the Lease period.

9. The Owner shall remain responsible and liable for the payment of all Association dues, assessments, fees, fines, enforcement penalties and/or other charges, and all costs and expenses including attorney's fees, even if they were the result of tenants' or their guests' actions or inactions, and other financial charges levied against the Rental Unit. However, nothing in this Leasing Policy shall limit the Association's right to collect any dues, assessments, fees, fines, enforcement penalties and/or other charges, and all costs and expenses including attorney's fees from the tenant. Further, nothing in this Leasing Policy shall limit an Owner's right to collect said dues, assessments, fees, fines, enforcement penalties and/or other charges, and all costs and expenses including attorney's fees, from the tenant of said Rental Unit.

- ii. These payments must be made on a timely basis, regardless of whether or not the Lot Owner collects them from the tenant on a timely basis; and
- iii. It is the Lot Owner's responsibility to recover any financial amounts from the tenant and/or occupant.

10. If an Owner is delinquent in the payment of any dues, assessments, fees, fines, enforcement penalties and/or other charges, and all costs and expenses including attorney's fees, owed to the Association, by virtue of being in default under the governing documents, said Owner may not lease his/her/its Lot until said amounts are paid in full. Further, if during any leasehold period, the Owner becomes delinquent, the Board shall have the right without suit to notify said

tenants and to demand the tenant pay to the Association, from the rent payable to the Lot Owner, the amounts necessary to satisfy the delinquent amount owed to the Association.

11. If an Owner fails to comply with or violates this Leasing Policy, the Owner shall be fined \$500.00 per month until the Owner remedies said non-compliance or violation. This fine shall constitute a lien and be enforceable as a lien as set forth in the Declaration and the Restrictions, as amended. Furthermore, use of the Association's privileges and Common Areas appurtenant to Association membership, including but not limited to the Golf Course, Recreation Area(s), pool, and other amenities shall be suspended for both lessor and lessee.

12. The Association reserves the right to amend this policy for further definition, clarification, interpretation or additional procedures or requirements.