

BROMLEY PARK LEASING POLICY

WHEREAS, Article VI, Section 3, of the Bylaws grants the BOARD powers for the duties necessary to administer the affairs of the ASSOCIATION; and

WHEREAS, for the benefit and protection of the ASSOCIATION and of the individual MEMBERS, the BOARD deems it desirable to establish and operate a procedure to assure consistency in the leasing processes within Bromley Park HOA.

NOW, THEREFORE BE IT RESOLVED THAT this resolution shall be adopted with the following procedures:

1. Homeowners leasing their units shall inform the Association in writing and must provide a completed Tenant Profile form along with the terms of the leasing arrangements. Owners must update this information with Association annually or as tenant occupancy changes.
2. Tenants or Non-owner occupants shall comply with all of the conditions of the Association's documents and Rules and Regulations and all leases and rental agreements shall so state.
3. Owners shall provide copies of the Association's Documents and Rules and Regulations to their tenants.
4. Owners are responsible for the non-complying acts of their tenant(s) per the governing documents. Failure of the tenant(s) to comply with the Association's Documents and Rules & Regulations may result in violations and possible fines which are assessed against the owner of the home.
5. The Association shall have the right to request a copy of the signed lease agreement should it be necessary in resolving violation issues.
6. If the Association determines that the tenant or Non Co-owner occupant has failed to comply with the conditions of the governing Documents, the Association shall take the following action:
 - a. The Association shall notify the Owner by mail advising of the alleged violation by tenant.
 - b. The Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
 - c. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it shall levy fines in accordance with the Association's documents.
7. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Owner or tenant in connection with the Association. The Owner shall be responsible for reimbursing the Association for all costs incurred in obtaining judicial enforcement of its rights, including actual attorney's fees.
8. Continued failure of the tenant(s) to comply with the Association's documents. The Association may seek legal action against the owner and/or tenant(s) to resolve the issue(s).

Executed this 31 day of JULY, 2014

By: _____

PAUL J. BLASCH, President

The Board of Directors, without the necessity of an amendment to the Bromley Park Bylaws, may establish said fines or adopt alternative policies in accordance with Article VI, Section 3 of the Bromley Park Bylaws. For purposes of this Policy, the number of the violation (ie. first, second etc.) is determined with respect to the number of times that a Homeowner violates the same provision(s) of the Governing Documents, as long as that Homeowner is a member of the Association, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur at the discretion of the Board for which a violation continues.

Nothing in this Article shall be construed as to prevent the Association from pursuing any other remedy under the Governing Documents for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

COLLECTION OF FINES

The fines levied pursuant to the above stated rules and regulations shall be assessed against the Homeowner and shall be due and payable thirty (30) days from the date the Homeowner receives notice of the fine. Failure to pay the fine will subject the Homeowner to all liabilities set forth in the Governing Documents. All unpaid amounts shall constitute a lien on the Homeowner's property, enforceable as set forth in Article 5, Section 5.5 of the Bromley Park Homeowner Association Declaration.

APPROVED AUG 1 2014

A handwritten signature in cursive script, reading "Paul J. Blasek".