

Acknowledging a primary function of a Community Home Owners Association is to keep property values high, restricting the number of rental properties within the Community not only keeps the property values high, it also helps protect the integrity of the community by maintaining a community standard.

To that end, the Willow Park Greens Home Owners hereby resolve to place a limit on the number of Rental properties within the Community consisting of 149 single-family residential homes – said percentage of Rental Properties will be set at 15% (23 units). For the purposes of this restriction, a Rental/lease unit is, when any person other than the listed property owner and/or immediate family (spouse and/or children), takes up residence in said property for any period of time, whether or not any monies actually change hands.

This restriction is meant to deal with all manner of rental and/or lease agreements for any period of time (short or long term). If the property owner needs to employ the services of a “house-sitter” due to an extended absence, such details will need to be submitted to the Willow Park Greens HOA Board prior to the “house-sitter” start date.

Also, as part of this CCR amendment, for the allowed 23 rental/lease properties within the Willow Park Greens Community, the property owner shall provide the following information: Full tenant contact information, to include the name, mailing address, phone number and e-mail address of each person who will reside in the rental/lease property along with the commencement date and the term of the rental/lease agreement and this is not to be considered an exhaustive list.

It will be incumbent on the Property owner to obtain information from the Willow Park Greens HOA Board as to the number of Rental/Lease units at any given time to determine if owner can enter into such an agreement and any consequences resulting from the Property owner’s failure to obtain said rental/lease information will solely be the responsibility of the Owner and if the allowed percentage has been met, the Owner shall be prevented from entering into the agreement but can enter into a “sale agreement”.

It is also incumbent on the Property owner to provide this rental/lease property information to a prospective buyer since the same rental/lease restrictions will immediately apply to the new property owner. The failure to provide this rental/lease information to a prospective buyer and any consequences arising from such failure will be the sole responsibility of the selling property owner to include the possibility of having to back out of the property sale.

Further to this rental/lease restriction, any new property owner from this date (date of approval) shall have to take up residence in purchased Willow Park Greens house (as the place of primary residence) for a period of 1 year before said purchased property can be put on the rental/lease market and at that time, the allowed percentage of rental/lease properties will come into play.