## HILL FARM HOMEOWNERS ASSOCIATION, an Arizona non-profit corporation

## A RESOLUTION OF THE BOARD OF DIRECTORS Re: FARMHOUSE RENTAL POLICY

At a meeting of the Board of Directors of Hill Farm Homeowners Association (the "Association"), an Arizona non-profit corporation, duly called and held on the 20th day of March 2023, a quorum being present and voting, the following resolution was adopted:

- 1. Areas of the Farmhouse may be rented by any homeowner on a first-come reservation basis. The homeowner must be current with the payment of association dues and other assessments.
- 2. A tenant of a homeowner may rent the bedrooms on the same terms as the homeowners. Tenants may also rent the Clubhouse area of the Farmhouse if, at the time of reservation, they provide an event policy which is issued for the duration of their rental, with Hill Farm HOA listed on the declaration page as an additional insured for liability and property damage, with at least \$300,000 of liability coverage.
- 3. A tenant of a homeowner renting any area of the Farmhouse will assume all the obligations of a renting homeowner as described anywhere in this resolution and in the associated rental agreements.
- 4. The Clubhouse is available only for social purposes and non-commercial meetings or events, hosted by a resident. Based on the details of the proposed event, the Board of Directors may make an exception for a philanthropic fundraising event hosted by a resident. Musical performances and other artistic events will be considered non-commercial if the ticket proceeds are used primarily to compensate the performers. Alcoholic beverages may not be sold at any event in the Clubhouse.
- 5. No area of the Farmhouse may be sublet by a homeowner nor used for any other purpose.
- 6. The following areas are available for rent at the rates shown on the associated rental agreements.
  - a. Clubhouse, including living room, dining room, adjacent screened porch, and kitchen.
  - b. Bedrooms 1,2 or 3, with or without kitchen privileges.
  - c. Patio and barbecue area (reservation required no charge).
  - d. All of the above.
- 7. The homeowner or tenant must complete and sign the rental agreement and the liability waiver. The security deposit must be paid at the time of reservation and the deposit can be kept on file for up to a year or shredded. The rental fee is due a week before the rental begins.

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- 8. Homeowners are responsible for the cost of any damages caused that are in excess of the security deposit.
- ·9. Checks for security deposits and rental fees must be written by the renting homeowner, third party checks are not accepted.
- 10. Events in the Clubhouse area MUST be attended by the host resident for their entire duration.
- 11. Host residents are responsible for the behavior of their guest(s) at all time. Children must be supervised, and not allowed to throw objects into the lake or pool area.
- 12. Pets, smoking, burning candles, and firearms are not permitted in any part of the Farmhouse building at any time.
- 13. Violation of any part of this policy or the rental agreement may incur a full or partial forfeiture of the deposit and suspension of Farmhouse rental privileges. Any appeals must be made to the Board of Directors in writing, via the property management company, within 60 days of the event.
- 14. The cancellation of any reservation that is not given at least seven days prior to the start of that reservation may forfeit all or part of the deposit.
- 15. This resolution supersedes resolution #19-01 and was amended by Board action on December 18, 2023.

HILL FARM HOMEOWNERS ASSOCIATION

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an Arizona non-profit corporation

Its: President