

ARTICLE XIV. LESSEE ASSOCIATES.¹

Section One: Lessee Associate Policy

- A. Member owners of Hide-A-Way Lake Club, Inc., (hereinafter referred to as “Club”) may lease or rent their property after living in the property for a period of one (1) year. An exception to this rule may occur if the member owner uses the property to provide a residence for an eligible family member. Eligible family members include parents, grandparents, sons, daughters, and their spouses, brother and sisters and their spouses, grandchildren and their spouses. A member owner of the Club who currently owns rental property in the Club on the date this Article is adopted by the Board of Directors is exempt from the one year residency requirement. This exemption does not extend to any new member owner if the property is sold or transferred. Residences shall not be simultaneously occupied by member owner families and renters (lessee associates). To administer the rules and regulations associated with this privilege each member owner who leases or rents their property or properties shall pay a required monthly fee for each property leased or rented. The member owner monthly fee shall be established by the Board of Directors, such fee may be revised from time to time. A required member owner security deposit for each property leased or rented, established by the Board of Directors, shall be paid to the Club prior to the Club allowing access to any renters or lessee associates. The member owner security deposit shall be established by the Board of Directors, which fee may be revised from time to time. The Club may waive (with the approval of the Membership Committee) the deposit and the monthly fee associated with the rental and leasing of a member owner’s property. The member owner security deposit and the member owner monthly fee are separate and apart from the lessee associate security deposit and the lessee associate monthly fee.
- B. Occupants of residences who pay rent, lease, or otherwise occupy a Club member’s (hereinafter referred to as “member owner”) property which is within the confines of the Club are hereinafter referred to as “lessee associates”. Lessee associates are not members of the Club. For purposes of this Article, a lessee associate’s family includes the Lessee associate and the lessee associate’s spouse or cohabitant (if any) and the parents, children, grandchildren, and stepchildren of the lessee associate, lessee associate’s spouse or cohabitant.
- C. The Club is a restricted access community and therefore access to the community by lessee associates shall be denied until such time as the items identified below are provided to the Club office. These items shall be provided to the Club office by the member owner a minimum of two (2) weeks prior to the expected date of residency by the lessee associate. If these items are not provided, access to the Club by the lessee associate shall be denied until such time as they are provided and the Club office has two (2) weeks to review.
1. To ensure that lessee associates who use property of the member owner are fully aware of the deed restrictions, bylaws, rules and regulations and building code of the Club, each lessee associate shall be made aware in a written document

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accompanying the lease or rental document of the rights and restrictions to which the lessee associates are subject. Items to accomplish this notification are in a form prepared by the Club; such items may be revised from time to time, and are available at the Club office. The member owner shall provide to the Club office a signed, notarized affidavit that the member owner has provided to the lessee associate hard copies of these documents prior to the lessee associate occupying the rental property. Omission of this requirement or falsification by the member owner shall result in a fine, established by the Board of Directors, to the member owner. Such fine may be revised from time to time.

2. All legal and alias names and prior two (2) addresses (including length of time at each address) of persons or entities of the entire household of the prospective lessee associates shall be submitted to the Membership Committee prior to establishing residence in the Club. If a lessee associate has adult family members age seventeen (17) or older move into his/her household as residents of more than fourteen (14) days within a one (1) year period, they shall be declared by the member owner to the Club office, as prospective residents and their legal and alias name(s) and prior two (2) addresses (including length of time at each address shall be provided to the Club office. These names and the familial relation of each shall be provided to the Club office by the member owner in a signed, notarized affidavit. Omission of this requirement or falsification by the member owner shall result in a fine, established by the Board of Directors, to the member owner. Such fine may be revised from time to time.
 3. The member owner shall provide to the Club office a sworn, notarized affidavit stating that the member owner has done a background check on the prospective lessee associate and that the prospective lessee associate does not have a history of felonies, sexual predation, and is not currently sought by legal authorities on charges of same. If the prospective lessee associate has such a history they shall not be allowed access to the Club. Omission of this requirement or falsification by the member owner shall result in a fine, established by the Board of Directors, to the member owner. Such fine may be revised from time to time. If the lessee associate has established residence and falsification is discovered, the vehicle sticker will be removed from the lessee associate's motor vehicle and further access to the Club will be denied.
- D. Lessee associates are financially responsible for any damage to Club property caused by them, their family and their guests and/or fines assessed for violation of security rules. Lessee associates shall be held responsible for the actions of their guests and members of their families while using Club facilities. Lessee associates shall be required to submit a deposit, as set from time to time by the Board of Directors, as security for any charges owed. When a lessee associate moves out of the Club they may have their security deposit returned, less any charges and damages owed to the Club, after clearance by the Club office. The lessee associate security deposit is separate and apart from the member owner security deposit.

- E. Lessee associates shall be assessed a monthly fee, set from time to time by the Board of Directors, for property maintenance and upkeep, as well as for the following privileges for the lessee associate and their family in residence. The fee shall be charged to the member owner's account for each month or partial month that the property is rented or leased. The lessee associate monthly fee is separate and apart from the member owner monthly fee.
1. Use of the swimming pool and beaches.
 2. Fishing privileges on all three (3) lakes.
 3. Use of Clubhouse food and beverage services. This privilege shall require immediate payment for all purchases made at these locations via an approved credit card accepted by the Club.
 4. Use of the golf course by paying guest rate fees. This privilege shall require the payment for all charges (green fees, cart rental, etc.) immediately via an approved credit card accepted by the Club.
 5. Use of the Tennis Courts and Parks.
 6. Utilization of Club facilities via participation in entertainment activities. If these activities require payment, such payment shall be made by an approved credit card accepted by the Club.
 7. Use of activity rooms at the lodge, marina, or community building.
- F. Lessee Associates and their resident families do not have the following privileges:
1. Use of the lakes for boating with any kind of water craft.
 2. Storage of recreational vehicles or boats of any kind.
- G. Lessee associates shall be issued a "lessee's" decal for each of their motor vehicles and a lessee associate's I.D. card for use at the Clubhouse, Pro Shop, and Golf Course. The lessee associate's I.D. card(s) shall be returned to the Club in event of moving and the decal(s) shall be removed by security from all motor vehicles upon their sale or other disposition or before final clearance from the Club office. Failure to do so shall forfeit any deposit monies.
- H. Lessee associates shall only use the leased/rented property as a private dwelling. The only persons a lessee associate may permit to reside in the property during the term of their lease shall be those persons whose names were provided to the Club office by the member owner. Sub-leasing is prohibited.
- I. Lessee associates shall adhere to the Rules and Regulations of the Club and shall be fined for violations thereof. If the lessee associate does not pay fines assessed against

them within sixty (60) days of notification, then the member owner shall be charged for the fines as if the member owner caused the violation of the Rules and Regulations.

- J. Lessee associates shall not permit more than two (2) motor vehicles (including but not limited to automobiles, trucks, trailers, and motorcycles) on the member owner property unless authorized by the Club in writing with the exception of those motor vehicles belonging to guests.

Section Two. Rules and Regulations for Members Who Rent/Lease Their Property.

- A. The member owner of Rented/Leased Property shall be responsible for any charges and damages owed to the Club by a lessee associate for damage to Club property for which the lessee associate is responsible in excess of the lessee associate and member owner security deposit. The member owner shall guarantee to the Club payment of the cost of repair or replacement of the damaged Club property, as well as the Club fine(s) assessed by Security and/or the Community Compliance Committee. The monthly fee assessed to the lessee associate shall be billed to the member owner's account for each month or partial month the member owner's property is rented or leased. All debts owed to the Club by the lessee associate of the member owner property shall be paid by the member owner if defaulted by the lessee associate of the property. The member owner continues to be responsible for the payment of appropriate monthly membership dues, assessments and fees on the rented property notwithstanding whether the property is rented or not.
- B. A rental of a member owner's property is restricted to a single family that does not include more than two (2) unrelated adults.

Section Three. Lessee Associate Guests.

- A. Lessee associate guests are defined as friends or relatives of lessee associates that the lessee associate allows into the Club.
- B. Lessee associates shall not permit any guest to stay on or in the member owner's property within the Club longer than a total of fourteen (14) days within a one (1) year period without written permission from the Club office.
- C. The Club recognizes that occasions in life arise that require the necessity for a "care-person" to live within the home of a member owner to provide daily physical care for one or more residents of that member owner's home. Consequently, the Club office may waive, with the approval of the Membership Committee, any restrictions for "long term guests" in a member owner's home. The requirements of Section One of this Article shall be applicable.

Section Four. Enforcement.

A. Enforcement of these rules regarding lessee associates is the responsibility of the General Manager. Violators shall be subject to fines, suspension of privileges and/or expulsion from Club property.

B. As more fully set forth herein the landlord member owner shall be held ultimately responsible for the conduct of their lessee associate(s), all charges of the lessee associate(s), and/or damages not paid by the lessee associate(s).