

## EXCEPTIONS TO LEASING AMENDMENT

Pursuant to the Amendment adopted by the Unit Owners regarding leasing at Collingwood Pointe at the Preserve Condominium, the following are the additional rules promulgated pursuant thereto for hardship and other exceptions as set forth below.

In addition to the provisions of the leasing restrictions and the procedures for rentals established thereby, Unit Owners may lease their units or subject their units to general tenancies in others upon **written approval by the Board** under the following conditions and restrictions:

1. The Owner is absent, and a family member will reside in the Unit temporarily to attend college, and only for a rental term as approved by the Board.
2. The Owner has sold the Unit and possession to the new Owner is delayed pursuant to the terms of the sales contract. The prior Owner remains in possession as tenant, but only for a period of time which the Board determines is reasonable, usually no more than 60 days.
3. The Owner of the Unit is a Trustee of a family Trust, wherein the Unit is held for the benefit of either the Grantor of the Trust or Grantor's spouse, and the occupant of the Unit is the Grantor or Grantor's spouse; provided that a copy of the relevant provisions of the trust be provided to the Board at the time of occupancy.
4. The Owner of the Unit is temporarily absent from the Unit due to a family obligation and has provided sufficient evidence to the Board of such family obligation which requires the Unit Owner to be absent from the Unit for a period of time. At the discretion of the Board, the Board may only approve the variance for a period of time which is reasonable, usually no more than one year.
5. If the Owner(s) of a Unit have taken title to or received an ownership interest in the Unit through inheritance or any probate proceeding, those Unit Owners will then not be required to reside in the Unit for three (3) consecutive years prior to leasing the Unit to an immediate family member(s).
6. For any other reason deemed by the Board in its sole discretion to constitute a hardship or a unique family or ownership circumstance justifying the granting of a lease or general tenancy in others.
7. As required by state or federal housing laws.

All requests for an exception or hardship variance under the above rules must be made in writing to the Board. The Board shall review the request and either grants the request in writing, or hold a hearing on the issue, within 60 days. In this regard, the Board will want to review the proposed lease, Trust, or other relevant documents prior to approving any variance. All leases must be in writing and shall not extend beyond the time period approved by the Board. All leases must contain the language that the lease is subject in all respects to the provisions of the Declaration, Bylaws, and rules and regulations of the condominium and that failure to abide by these shall constitute a default under the lease. No occupancy shall be given to new occupants prior to the approval in writing given by the Board.