

RENTAL POLICY

Effective September 28, 2010

The following Rental Policy ("Policy") resolution with an Effective Date of September 28, 2010 by The Sun Peak Association (the "Association") is adopted pursuant to the laws of the State of Utah and the Association Governing Documents at a regular meeting of the Board of Trustees.

RECITALS

A. The Association is the Master Association charged with certain responsibilities regarding the care, maintenance and service of the Sun Peak Community including common elements and amenities.

B. The Association through its Board of Trustees ("Trustees") has a responsibility to ensure compliance with The Master Declaration of Covenants, Conditions and Restrictions, the Bylaws, policies, Rules and Regulations and overseeing compliance with all neighborhood covenants, conditions and restrictions (collectively "Governing Documents")), in a manner which uniformly enhances, preserves and protects the value, attractiveness and desirability of the Sun Peak Community.

B. Conflict occurs when commercial uses such as short term or transient dwelling rentals are allowed to operate in residential neighborhoods.

NOW, THEREFORE, BE IT RESOLVED that the Association does hereby adopt the following policies as to the rental of property in the Sun Peak Community:

1. Single Family Use. Residences are to be used as single family residence. Under no circumstances shall any Residence, or any portion of a Residence, be rented or leased on a nightly or short-term basis (i.e., for a period of less than thirty (30) consecutive calendar days). Any set of circumstances that gives rise to the rental or lease of a Residence for less than thirty (30) consecutive calendar days (including, but not limited to, a series of subleases involving a single long-term tenant) and/or the rental or lease of a Residence for use as something other than a single family residential Residence, shall be absolutely prohibited; provided, however, that exceptions shall be permitted if a bona fide lease has been executed for a Residence for a period of thirty (30) or more consecutive calendar days which is terminated prematurely due to circumstances not known or existing at the time the lease was entered into.

2. Notification to and Communication with Owners. The Association shall, upon request, provide all Owners with a copy of this Policy which shall become effective upon its adoption.

3. Ongoing Evaluation. Nothing in this Policy shall require the Association to take specific actions other than to notify the Owners of the adoption of these policies and procedures. However, the Association has the option and right to continue to evaluate each violation on a case by case basis.

4. Defenses. Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of fines, assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Policy.

5. Amendment. This Policy may be amended from time to time by the Trustees.

6. Enforcement. The Association as determined by the Trustees may impose fines for violation of this policy.

IN WITNESS WHEREOF, the undersigned certify that this Rental Policy was adopted by the Board of Trustees of the Sun Peak Association this 28th day of September, 2010.

SUN PEAK ASSOCIATION

By: David A. Zup...
Its: President