

## RSPOA Rental Policy

December 2020

Section 2 of the Robinson Springs Protective Covenants states:

Residential Use. The lots shall be used for residential purposes only and not for any mercantile, commercial, or industrial purposes, provided, ... that this restriction shall not prevent the rental by an owner of his lot and residence thereon for residential or seasonal vacation use.

Having carefully considered the wording of the rental provision above and in balancing the right of the lot owners to enjoy peaceful usage of their homes in Robinson Springs with the right of the lot owners to rent their homes as above described, and in consideration of the increased number of parking, noise, and other disturbances and rule infractions caused by short-term renters, the Board of the RSPOA wishes to advise all property owners and prospective purchasers of property in RSPOA of the following:

“Residential use”. The term “residential use” in the above context means the rental of a property for the purpose of residing there. We draw a distinction between “residing” and “visiting”. Thus, for the purposes of the residential use provision, a renter shall be deemed to be residing in a property if he or she signs a lease with a term of one year or more.

“Seasonal vacation use”. The term “seasonal vacation use” in the above context means the rental of a property for the purpose of vacationing there on a seasonal basis. We interpret a “season” as including the annual seasons of winter, spring, summer, and fall, as well as holiday seasons. In this context, the Board believes the proper balance between the rights of all residents is to allow unlimited annual season rentals as well as limited holiday rentals.

Therefore, the RSPOA rental policy is as follows:

1. RSPOA homeowners may rent their homes for a 3-month minimum lease term.
2. Short-term rentals of less than 90 days are prohibited.
3. Renters in Robinson Springs are subject to all RSPOA Protective Covenants, policies, and rules, including but not limited to noise and nuisance prohibitions.

RSPOA homeowners who wish to rent their homes should make every effort to communicate the RSPOA rental policy to the rental agents and internet rental platforms with whom they list.

Breach of the Protective Covenants, the Rental Policy, or any other rules promulgated by Robinson Springs by either the homeowner or the renter shall be the sole

responsibility of the homeowner, who will be liable for any corrective action(s) or fines assessed by the RSPOA Board of Directors.