

Stonehenge HOA Policy on Rental, Lease, Occupancy Of Residences and Resident Responsibilities

The Stonehenge subdivision is a development of single-family residences. This Policy clarifies the intent to ensure the appropriate use of all residences in Stonehenge pursuant to, and consistent with, the Declaration of Covenants, Conditions, and Restrictions (CCR) of the subdivision.

Definitions:

1. "Home" or "Homes" are defined as the lots in Stonehenge and all structures on these lots, which have been constructed for use as a single-family residential dwelling.
2. "Lease" or "Rent" are defined as an arrangement for the legal occupancy of a home by a person other than the legal owner. Lease or rental agreements between the owner(s) and the lessee(s), renter(s), or tenant(s) may exist regardless of whether the owner(s) receives any consideration or benefit, including but not limited to monetary compensation, fees, services, gratuities, barter, or emoluments.
3. "Occupant" or "Tenant" are defined as a person(s) actually living in a Stonehenge home.
4. "Short-Term" is defined as a period of time that is less than three (3) months. City of Brentwood Codes 78-19(e). (Attachment I to this Policy)
5. "Long-Term" is defined as a period of time that is (3) months or more.
6. "Single-family residences" are defined in City of Brentwood Codes Sec. 78-19(a). (Attachment I to this Policy)

Policy:

1. Short-term leasing or rentals of all Stonehenge homes **is prohibited**.
 - (a) No home shall be offered and/or used in any capacity as a short-term rental, vacation or seasonal rental, bed and breakfast (bnb), party rental, or any such similar activity.
 - (b) No home shall be listed or advertised through any commercial or private rental services such as Airbnb, VRBO, hometogo.com, or any other short-term leasing/marketing service(s).
2. Long-term leasing or rentals of Stonehenge homes **is permitted** under the following conditions:
 - (a) All leases or rentals shall be in writing and a copy of the fully executed lease or rental agreement/contract naming all owners, lessees, renters, and tenants shall be filed with the Board prior to occupancy.
 - (b) No subleasing or assignment of leases is permitted.
 - (c) No home shall be leased except in its entirety.
 - (d) No home's interior may be partitioned in such a manner that it allows a duplex, triplex, or any other similar multi-family arrangements with separated living quarters. Likewise, no home's spaces that were constructed as non-living spaces are permitted to be converted into living space, such as garages, etc., for the purpose of multi-family arrangements. City of Brentwood Codes Sec. 78-19(a). (Attachment I to this Policy)
 - (e) All leasees, renters, tenants, and occupants of a home, whether or not named specifically in the lease or rental agreement/contract shall be subject to the HOA's Bylaws, CCRs, and Policies, as amended from time to time.
 - (f) The HOA shall be considered to be a third-party beneficiary of any such lease or rental agreement/contract and shall have the power to enforce all terms and conditions in the event the owner(s) fails or refuses to do so.
 - (g) The HOA shall be permitted to adopt a reasonable leasing/rental fee to be charged to the home's owner(s) upon the execution of any lease or rental agreement/contract. This fee shall be paid by the home's owner(s) to the HOA on or before the date of occupancy of any lessee, renter, or tenant.
 - (h) Such leasing or rentals of Stonehenge homes is further subject to reasonable rules promulgated by the Board, as may be adopted from time to time.
3. No home shall be used for operating a business, store, shop, office, or for any commercial purpose that allows customers, clients, the general public, and any similar activities to be on the lot or in a home.
4. Any violations of this Policy will be subject to substantial fines, as amended from time to time, and these fines will be assessed to the homeowner(s) HOA account. (Attachment II to this Policy)