

## Trial Period for Occupancy and Co-Ownership Rule Changes

The draft rules for Declaration sections 12.2 and 14.1 will be applied during a trial period from \_\_\_\_\_ to April 30, 2023. During this trial period the combined total number of occasions for both 12.2(B) and 12.2(C) will be a maximum of two (2) times. Any exceptions to these draft rules require the approval of the Board.

### PROPOSED NEW 12.2

#### 12.2 Occupancy in Absence of Owner.

If the owner and his family who permanently reside with him are absent, and the unit has not been leased, the owner (or his spouse, if any) may permit the unit to be occupied by his (or their) son or daughter, that person's spouse (if any), and their children, subject to the limitations in 12.4 below. Occupation of the unit by any other persons may be permitted only in accordance with the following:

- (A) If the owner co-owns the unit with at most one (1) other natural person, and that other person is an adult sibling, parent, or adult child of the owner, that person may occupy the unit with no limit on the number or duration of stays per year, and may be accompanied with their family. (See definition of family in Section 4.8.)
- (B) Any one (1) person who is the parent or adult sibling of the unit owner or the unit owner's spouse and who is not included in (A) above, may occupy the unit in the absence of the owner for a period not to exceed thirty (30) days. That person's spouse and children, if any, may accompany him with the proviso that the family and its guests, if any, consist of no more than four (4) persons, and subject to the limitations in Section 12.4 below.
- (C) Guests not included in (A) or (B) above are permitted for only one (1) family occupancy in the unit owner's absence and then only with the proviso that the family and its guests, if any, consists of no more than four (4) persons, and subject to the limitations in 12.4 below. Guests under this paragraph may stay a maximum of two (2) weeks.
- (D) An owner desiring guest occupancy under (B) or (C) above shall give the Association and Property Manager at least three (3) days written notice in advance, specifying the names of the guest occupants, their relationship to the owner, and the dates of their intended stay. The owner shall provide the House Rules to their guests and take all responsibility for any damages to the common property caused by their guests. The owner shall have insurance, with liability coverage at an amount approved by the Board. Upon arrival, the guests shall fill out and sign the guest logbook in the office.
- (E) Occupancy of the unit by any other persons shall be deemed a lease of the unit, regardless of whether consideration is being paid, and shall be permitted only in conformity with Section 13 below.

12.4 Minors. There is no restriction on the ages of the occupants of units. All persons under eighteen (18) years of age shall be closely supervised by an adult at all times while on the condominium property to ensure that such children do not become a source of annoyance to other residents.

**PROPOSED NEW 14.1 (B)**

(B) Co-Ownership. Co-ownership of units is permitted. If the co-Owners are more than one family, the Board shall condition its approval upon the designation of one approved natural person as "Primary Occupant". The use of the unit by other persons shall be as if the Primary Occupant were the only actual owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.

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4.8 "Family" or "Single Family" shall refer to any one of the following:

- (A) One natural person.
- (B) A group of two or more natural persons living together, each of whom is related by blood, marriage or adoption to each of the others.
- (C) Two or more natural persons living together and meeting the requirements of (B) above, except that there is among them one person who is not related to some or all of the others.