

Solamere Homeowners Association Property Management Company Agreement

By its signature below _____ Property Management Company agrees to abide by the following rules and regulations as established by the Solamere Homeowners' Association for weekly rental of homes in the Solamere Subdivision. This agreement dated _____ shall remain in full force and effect between the parties indefinitely, until terminated by either party with 60 days written notice prior to November 1st of each year the agreement is in force.

1. Property Manager agrees to have all **Rental Guests sign a 'Solamere Occupancy Agreement' prior to occupancy** of a home. This agreement includes a provision whereby the Rental Guest specifically agrees to allow the Property Manager to enter the Home for inspection purposes related to the enforcement of this agreement.
2. Property Manager agrees to **prominently display** these rules and regulations in each of the homes that it manages in the Solamere subdivision.
3. Property Manager agrees that the **maximum number of occupants allowed** will be **stipulated** in the Property Management Agreement with the Owner and in the Occupancy Agreement with a Guest, with a provision for **additional charges per person** when the number of occupants exceeds the maximum. A description of the home and maximum number of occupants will be provided to the Solamere HOA.
4. Property Manager agrees to abide by the **seven (7) consecutive night minimum** rental for the home.
5. Property Manager agrees to remove garbage and trash from the homes and dispose of it in an off site location. **No containers** will be left **on the street** after weekly garbage pickup.
6. Property Manager acknowledges and agrees that occupancy of the home is for **residential use only**. **Occupancy for parties, hospitality use, commercial use, or of a disruptive nature are prohibited by the owner of the home and the Solamere Homeowners' Association.**
7. Property Manager acknowledges that vehicles are not to be parked in any areas other than the driveways for the designated home. Rental agreements with guests shall provide that any vehicles parked outside the designated areas **will be towed** at the Rental Guest's expense. **Street parking is prohibited.**

Enforcement

- A. If it is determined that a violation of paragraph five (5) above has occurred, a fine of \$100 will be imposed on the undersigned property management company.
- B. If it is determined that a violation of paragraph four (4) or six (6) above has occurred a fine will be imposed on the undersigned property management company based upon the following schedule:

- | | |
|-----------------------|---|
| First offense | \$1000 fine |
| Second offense | \$2000 fine |
| Third offense | Property Manager agrees to relinquish the Management contract for the home upon vacancy by the current Rental Guest. |

It is hereby agreed that the **decision rendered by the Solamere HOA Rental Committee** as the designated representatives of the Solamere Homeowners' Association Board of Trustees will be considered **final**.

The **venue** to enforce this agreement shall be **Summit County, Utah**, with the prevailing party entitled to reasonable attorney's fees, expert witness fees, and court costs.

The Property Manager agrees to pay the association an **annual administrative fee of \$100 per home** payable November 1st of each year this agreement is in force to help offset the costs for the enforcement of this agreement.

Property Manager	Title	Date
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Solamere Homeowners' Association	Title	Date
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SOLAMERE HOMEOWNERS ASSOCIATION, INC

PROPERTY MANAGEMENT COMPANY AGREEMENT

RECITALS:

1. Property Management Company has entered into a contract to manage rental home(s) located in Solamere Subdivisions Nos. 1 and 2A.
2. The Association has recorded an Amended and Restated Declaration of Protective Covenants (the "Covenants") against all lots in the Solamere subdivisions, which Covenants state that the owners or their duly authorized agents may rent or lease their "residential Building for residential uses on a rental of not less than a seven (7) consecutive day duration for each rental period." The Covenants further provided that the Board of Trustees of the Association may implement reasonable rules and regulations to enforce the Covenants.
3. The Association has implemented and will enforce reasonable rules and regulations governing such rentals (the "Rules and Regulations").
4. The Property Management Company wishes to comply with the Rules and Regulations as implemented by the Association.
5. Property Management Company acknowledges receipt of and agrees to abide by the Rules and Regulations of the Association attached to this agreement as Exhibit "A" or as hereafter delivered to the Property Management Company. Property Management Company agrees to enforce the Rules and Regulations against all guests, renters and occupants of homes which are managed by the Property Management Company in the Solamere subdivision. Property Manager agrees to notify renters of the relevant Rules and Regulations governing the renters occupancy.
6. Property Management agrees to provide to the Solamere Homeowners Association a description of homes (address, bedrooms and baths) managed and the Maximum number of occupants allowed in the Property Management Agreement with the Owner. This list will be kept current with the Association by the Property Management Company.

Solamere Occupancy Agreement

This agreement is required prior to occupancy of a home in Solamere by a Rental Guest.

By signing this document you acknowledge that you are renting a private residence for your personal residential use. This home is a part of the Solamere Residential Community. By signing this document you acknowledge and agree that you shall have full liability and full responsibility for any and all damage caused to the property as a result of your family or personal guests while renting the home. You agree to be charged for the cost of repair or replacement for anything damaged during your stay. The guest also agrees to be responsible for any lost revenue to the home for the time that it takes to repair or replace the damage.

The rental Occupancy agreement designates the **maximum number of occupants** in the home. The Rental Guest acknowledges and agrees to pay an **additional \$200.00 per person per day** in excess of that number.

The Rental Guest acknowledges and agrees:

1. The minimum rental of the home is for (7) Seven consecutive nights.
2. No garbage or trash will be left in bags at the street or outside the unit, and that all fireplace ashes will be placed in a metal container.
3. **Occupancy of the home is for residential use only, occupancy for parties, hospitality use, commercial use, or of a disruptive nature are prohibited by the owner of the home and the Solamere Homeowners' Association.**
4. Vehicles are not to be parked in any area other than the driveways for the designated home. Any vehicles parked outside the designated areas will be towed at the Rental Guests expense. **Street parking is prohibited.**
5. To turn off lights, jets and blowers after using the hot tub.
6. **Smoking is not permitted** in the home.
7. **Pets are not permitted** in the home.
8. To provide a credit card on file with the Management Company to pay for any charges related to this agreement.
9. The **venue** for any action to enforce this agreement shall be **Summit County, Utah**, with the prevailing party entitled to reasonable attorney's fees, expert witness fees, and court costs.
10. To allow the **Property Management Company's agent to enter the home** for inspection purposes related to the enforcement of this agreement.

Solamere Rental Home address

Rental Guest

Date