

Willow Wood Village Homeowners Association Inc.

May 6, 2025

Policy on Hardship Exceptions to the Leasing Cap and Restrictions

Pursuant to Article VIII, Subparagraph H entitled Leasing of the Declaration for ***Willow Wood Village Homeowners Association Inc.***, as amended on October 15, 2020, a leasing cap of 25% of total units is now in effect. However, the Board of Directors has the authority to allow reasonable exceptions to the requirements and leasing cap due to certain hardships.

In such cases, the Board of Directors may approve a lease that would exceed the leasing cap in the event of a documented hardship. The owner may make application to the Board of Directors for a written exception to the leasing restriction for that owner's home based upon the hardship.

For purposes of this section, "hardship" includes:

- (a) A situation in which the owner has a prolonged illness or injury requiring the owner to live in a hospital, nursing home, or other similar assisted living facility for an extended period of time, and preventing him or her from residing in his or her Willow Wood Village home.
- (b) A military deployment or transfer of the owner to a location more than one hundred (100) miles from the Willow Wood Village community, which deployment will result in the absence of the owner from the Willow Wood Village community for more than twelve (12) consecutive months. The board may request written proof of deployment as a condition of granting a waiver.
- (c) A situation in which a member of the owner's family is in need of physical assistance for an extended period of time (e.g., to recover from an illness or injury), and such family member lives more than fifty (50) miles from the Willow Wood Village community. "Family member" shall be defined as an owner's spouse, brother, sister, parent, stepparent, child, stepchild, grandparent, grandchild, aunt, uncle, niece or nephew.

The board may, at its discretion, grant hardship exceptions based upon other circumstances. A homeowner's choice to spend a portion of any calendar year residing in another location shall not, in and of itself, constitute a hardship.

All applications for hardship exceptions will be evaluated on a case-by-case basis; an exception granted in one instance shall not obligate the board to grant an exception in a different, but similar instance.

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In the event the board grants an exception, it may impose conditions on such exception, including, but not limited to, restrictions on the term of a lease permitted under such exception.

All hardship exceptions granted must have a lease for a term of not less than one (1) year.

Upon the expiration of a lease permitted pursuant to an exception, an owner must submit a new application for exception for any subsequent leasing of such owner's unit. Such application will be reviewed by the board without regard to any prior exceptions granted to the owner, provided however, that repeated applications for exceptions by an owner may be considered as a basis for denial of such owner's application for exception.

Approved by the Board on this 6th day of May 2025.

Signed: Roy Santangelo
Roy Santangelo (May 19, 2025 07:17 EDT)

Title: Pesident

Print Name: Roy Santangelo







WWV Hardship Exceptions to Leasing Cap and Restrictions - May 6 2025

Final Audit Report

2025-05-19

Created:	2025-05-16
By:	LOUIS DESANTIS (Louis@DeSantisMgmt.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFdccxLnJvz2eMC8BNyGR1ptER1i1ddq5

"WWV Hardship Exceptions to Leasing Cap and Restrictions - May 6 2025" History

-  Document created by LOUIS DESANTIS (Louis@DeSantisMgmt.com)
2025-05-16 - 3:21:15 PM GMT- IP address: 70.125.8.197
-  Document emailed to willowwoodroy@gmail.com for signature
2025-05-16 - 3:23:24 PM GMT
-  Email viewed by willowwoodroy@gmail.com
2025-05-19 - 11:16:34 AM GMT- IP address: 66.102.8.71
-  Signer willowwoodroy@gmail.com entered name at signing as Roy Santangelo
2025-05-19 - 11:17:34 AM GMT- IP address: 23.226.170.111
-  Document e-signed by Roy Santangelo (willowwoodroy@gmail.com)
Signature Date: 2025-05-19 - 11:17:36 AM GMT - Time Source: server- IP address: 23.226.170.111
-  Agreement completed.
2025-05-19 - 11:17:36 AM GMT