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**DATE:** September 2, 2025 **ACTION:**  
**TO:** Board of Directors  
**FROM:** Member Services Manager  
**RE:** Approval – Gr.3.8 Lessees

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**Background**

The Canyon Lake POA’s legal counsel identified a need to update the language pertaining to lease agreements. Based on their recommendation, the following sentence will be added to General Rule 3.8: *“No separate interest, or any portion thereof, may be leased for a period of less than 30 days, or more than one year per the Tenant Access Form.”*

In line with this update, the Canyon Lake POA will also revise the name of the “Lease Authorization Form” to “Tenant Access Form,” consistent with the legal counsel’s guidance. All corresponding references throughout the Rules & Regulations document will be updated to reflect this change.

**Fiscal Impact**

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**Recommendation**

It is recommended that the Board of Directors approve to update rule Gr.3.8 lessees as attached.

Mary Castaneda

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Mary Castaneda, Member Services Manager

## Current Rule

### **GR.3.8 Lessees**

To establish tenants, the Member / Owner must complete the CLPOA Lease Authorization Form. On the form, the Member / Owner will need to provide the name(s) address, term of tenancy and designate the number of CLPOA cards and decals to be issued. The Member / Owner also has the opportunity to relinquish recreational privileges to the lessee with one (1) year term of residency. Recreational privileges include: boat registration rights and the permanent guests list. Before any cards or decals are issued, the processing fee must be paid.

No recreational boating or other membership privileges stemming from a vacant lot may be assigned to a tenant. Only one (1) active Lease Authorization Form will be accepted per property. No Lease Authorization Form shall be processed for a vacant lot.

The Prime Member is responsible for the actions of his / her tenants, the tenants' family members and guests as well as any fines or other liabilities incurred by them. As such, the Prime Member and lessee must abide by the following conditions:

GR.3.8a - Lessee is informed of and agrees to follow all Rules and Regulations.

GR.3.8b - Lessee is notified that no more than six (6) individuals unless otherwise provided, may be permitted to use recreational facilities.

GR.3.8c - Lessee is informed that recreational privileges may be suspended and / or revoked for failure of member / owner to pay assessments.

GR.3.8d - Any and all access ID cards and / or non-expired vehicle decals, must be returned to the CLPOA office or a charge for each non-returned item must be paid prior to the removal of the existing lessees or the processing of any subsequent Lease Authorization Form.

GR.3.8e - Amendments to the Lease Authorization Form made thirty (30) days after the written start date will be subject to a Lease Amendment Fee.

If the Member / owner specifies the terms of tenancy as "Month-to-Month", a new Lease Authorization Form will need to be submitted on a monthly basis. All active items will expire until proper authorization has been submitted. A renewal fee will be due after one year.

## Proposed Revision (Redline)

### **GR.3.8 Lessees**

To establish tenants, the Member / Owner must complete the CLPOA ~~Lease Authorization Form~~ **Tenant Access Form**. On the form, the Member / Owner will need to provide the name(s) address, term of tenancy and designate the number of CLPOA cards and decals to be issued. **No separate interest, or any portion thereof, may be leased for a period of less than 30 days, or more than one year per the Tenant Access Form.** The Member / Owner also has the opportunity to relinquish recreational privileges to the lessee with one (1) year term of residency. Recreational privileges include **powered**

boating rights, dock slip rentals, and equestrian boarding registration rights and the permanent guests list. Before any cards or decals items are issued, the processing fee must be paid.

No recreational boating or other membership privileges stemming from a vacant lot may be assigned to a tenant. Only one (1) active ~~Tenant Access Lease Authorization~~ Form will be accepted per property. No ~~Tenant Access Lease Authorization~~ Form shall be processed for a vacant lot.

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GR.3.8d - Any and all access ID cards and / or non-expired vehicle decals, must be returned to the CLPOA office or a charge for each non-returned item must be paid prior to the removal of the existing lessees or the processing of any subsequent ~~Tenant Access Lease Authorization~~ Form.

GR.3.8e - Amendments to the ~~Tenant Access Lease Authorization~~ Form made thirty (30) days after the written start date will be subject to a Lease Amendment Fee.

If the Member / owner specifies the terms of tenancy as "Month-to-Month", a new ~~Tenant Access Lease Authorization~~ Form will need to be submitted on a monthly basis. All active items will expire until proper authorization has been submitted. A renewal fee will be due after one year.

### **Revised Rule**

#### **GR.3.8 Lessees**

To establish tenants, the Member / Owner must complete the CLPOA Tenant Access Form. On the form, the Member / Owner will need to provide the name(s) address, term of tenancy and designate the number of CLPOA cards and decals to be issued. No separate interest, or any portion thereof, may be leased for a period of less than 30 days, or more than one year per the Tenant Access Form. The Member / Owner also has the opportunity to relinquish recreational privileges to the lessee with one (1) year term of residency. Recreational privileges include powered boating rights, dock slip rentals, and equestrian boarding. Before items are issued, the processing fee must be paid.

No recreational boating or other membership privileges stemming from a vacant lot may be assigned to a tenant. Only one (1) active Tenant Access Form will be accepted per property. No Tenant Access Form shall be processed for a vacant lot.

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GR.3.8d - Any and all access ID cards and / or non-expired vehicle decals, must be returned to the CLPOA office or a charge for each non-returned item must be paid prior to the removal of the existing lessees or the processing of any subsequent Tenant Access Form.

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