



**COMMUNITY ASSOCIATION**

Home Owner to Complete Upon Rental & Submit to MCCA

**TENANT INFORMATION**

This form may be mailed, emailed (info@mcca.info), or delivered to the MCCA Office (15524 Country Club Dr, Mill Creek, WA 98012).

For MCCA Office Use Only:	
Lease Date From:	To:

Owner Information	
Owner Name(s)	
Mailing Address	
Division/Lot#	Phone
Owners Email	
Has the tenant been informed about the Restrictive Covenants? <b>YES</b> <b>NO</b>	
Tenant Information	
Name(s)	
Home Address	
Home	Cell
Email	
Vehicle Make/Model	License no.
Vehicle Make/Model	License no.

Tenant Information	
Name(s)	
Home Address	
Home	Cell
Email	
Vehicle Make/Model	License no.
Vehicle Make/Model	License no.

**If any additional tenants, please provide above information on separate piece of paper.**

- Mill Creek Community Association Declaration of Restrictive Covenants apply to all homes.
- Should your tenants change, please notify MCCA immediately.
- The owner is responsible for maintenance of their property and compliance with all the Declaration of Restrictive Covenants.

The Declaration of Restrictive Covenants and all other MCCA documents can be found on the MCCA website, [www.mcca.info](http://www.mcca.info).

**Signature of Owner(s):**

**Date:**

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**Signature of Owner(s):**

**Date:**

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Dear Homeowner,

Below you will find the AMENDED AND RESTATED MILL CREEK DECLARATION OF RESTRICTIVE COVENANTS for the Mill Creek Community Association (MCCA). Please thoroughly read and complete the attached Tenant Information and return to the MCCA within 10 days. Please provide a copy of the restrictions to your Tenant.

**AMENDED AND RESTATED MILL CREEK  
DECLARATION OF RESTRICTIVE COVENANTS**

**7.9 Leases or Rentals.**

**7.9.1 Lease or Rental of Lots and Living Units – Limitation.** The lease or rental of any Lot or Living Unit is governed by this Declaration, including this Section, the Bylaws and any applicable Rules and Regulations. As used herein, the lease or rental of any Lot or Living Unit and all provisions of the Section apply to all tenancies of any duration, all tenancies with an option to purchase, all tenancies with a first right of refusal, and all living arrangements in any way governed by the provision of RCW 59.18 – Washington Residential Landlord - Tenancy Act. The sublease or sub-rental of any portion of a Lot or Living Unit shall not be allowed, nor shall any Accessory Dwelling Unit (ADU) be allowed on the Property.

**7.9.2 Minimum Occupancy Requirement for Single Family Lots.** No Owner of a Single Family Lot shall be allowed to lease or rent a home unless he/she/they (or a Related Party) have resided in the Living Unit for at least twelve (12) months prior to the leasing or renting of the home.

**7.9.3 Lease and Rental Agreement Requirements.** Any lease or rental agreement must be in writing and provide that its terms shall be subject in all respects to the provision of this Declaration, the Bylaws and the Rules and Regulations of the Association and that any failure by the Tenant to comply with the terms of such Governing Documents shall be a default under the lease or rental agreement. If any lease or rental agreement under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease or rental agreement and binding upon the Owner and Tenant by reason of their being stated in this Declaration.

**7.9.4 Lease or Rental Only of the Entire Lot or Living Unit.** No person shall be permitted to lease or rent less than the entire Lot or Living Unit or otherwise permit a Lot or Living Unit to be used as a boarding house, an Airbnb or similar short-term rental, a motel, and/or for short-term transient purposes.



7.9.5 Minimum and Maximum Lease Terms Required for Single Family Lots. Every Single Family Lot Lease Agreement shall be for a fixed term of not less than six (6) months and not more than twelve (12) months. Owners may continue to lease to the same tenant on a month-to-month basis at the expiration of an initial lease, or may enter into another lease not to exceed twelve (12) months. No Owner or Tenant shall cause or allow the overnight accommodation of employees or business invitees in any Unit on a temporary or transient basis.

7.9.6 Occupancy by Persons Living with the Owner. Occupancy of a Single Family Lot by a person who is not an Owner (e.g. domestic partner, family member, roommate, care provider) shall not be considered a lease or rental of a Living Unit governed by this Section, provided that the Living Unit is also occupied by the Owner and the intended usage is not for boarding house or Airbnb and similar short-term rental purposes. The occupant(s) shall be subject in all other applicable respects to the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association.

7.9.7 Occupancy by a Related Party Without the Owner. A Living Unit occupied by a Related Party of the Owner, where the owner does not reside with the occupant, shall not be considered to be leased or rented provided that the Living Unit is not used for boarding house or Airbnb and similar short-term rental purposes, and the occupant(s) shall be subject in all other applicable respects to the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association.

7.9.8 Obligations of the Owner Who Rents. Prior to signing any lease or rental agreement, it shall be the responsibility of the Owner to deliver to the Tenant a copy of all MCCA Rules and Regulations of the Association. If it is determined that the Owner has failed to provide copies of such documents to the Tenant, the Association may furnish a copy of the documents to the Tenant and charge the Owner a reasonable fee which will be collectible as a Special Assessment against the Lot or Living Unit and its Owner. It is also necessary for the Owner of any Single Family Lot to notify the Association office within ten (10) calendar days of any new Tenant(s) and to provide all requested information including, but not limited to, a copy of the Lease or Rental Agreement.

7.9.9 Obligations of Tenant. Tenants are required to comply with the Rules, Regulations, and Restrictive Covenants of the Association. If for any reason the Tenant fails to do so, it is the responsibility of the Owner to correct the situation. This includes, but is not limited to, regular yard maintenance, upkeep of the Living Unit, removal of any clutter surrounding the premises, proper conduct and respect for neighbors, removal of trash totes on time, and adherence to local noise restrictions. Owners may be fined, and enforcement action taken against them, for the conduct of their Tenants.

7.9.10 Existing Leases and Rentals. The Owner of any Single Family Lot that is leased or rented as of the effective date of this Declaration shall forward to the Board of Directors relevant Tenant information on a form supplied by the Association within thirty (30) days of request.



7.9.11 Hardship Exception. The Board of Directors shall have the right, in the exercise of discretion, to permit exceptions to the leasing and rental limitations where the Board of Directors determines that a variance would not detrimentally affect other Owners.

7.9.12 Rules and Regulations. The Board of Directors may adopt Rules and Regulations in furtherance of the administration of this Section, which Rules and Regulations shall be effective upon distribution to the Association and its members.

7.10 Residential Use. The Lots and Living Units shall be used for and restricted to use as single family residences only, on an Ownership, rental or lease basis, and for social, recreational, or other reasonable activities normally incident to such use not inconsistent with the provisions of this Declaration, nor with applicable zoning, and for the purposes of operating the Association and managing the Community if required. The foregoing restrictions as to residence shall not, however, be construed in such a manner as to prohibit an Owner or resident from maintaining their personal professional library therein; keeping their personal business and professional records or accounts therein; or handling their personal business or professional telephone calls or correspondence therefrom. Use of a Property for hotel or transient purposes is not consistent with single family residential use. Use of a property for short term guests, such as through services like Airbnb, are prohibited, even if the Property is concurrently occupied by the Owner. No Accessory Dwelling Units (ADU) shall be permitted on any Single Family Lot.