



RENTING GUIDELINES

Pursuant to West Ocean's CC&R's, Article II, Sections 2.1 & 2.2.1, Leasing of Units, any owner may lease their unit subject to the following:

1. *No homeowner shall be permitted to lease their unit for transient or hotel purposes.
2. Any lease agreement is required to provide that the terms of said lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.
3. Upon the leasing of a homeowner's unit to a tenant the homeowner forfeits the use of all common area amenities for the duration of the lease.
4. If a unit is leased, the lessee does not assume voting rights on membership issues. Only homeowners vote on membership issues even if the unit is leased.
5. Homeowners are responsible for their lessees' adherence to West Ocean's Rules and Regulations. A violation and resulting fine of West Ocean's Rules and Regulations is filed against the homeowner for the non-compliance of their lessee.
6. All rental/lease advertisements must not have reference(s) to terms or rates shorter than 30 days
7. **Any lease and rental agreement must be for a term of at least one (1) year.**
8. An Owner may rent his **or her entire** Condominium (**but not a portion thereof**) to a single Family provided that the Condominium is rented pursuant to a lease or rental agreement which is (a) in writing, and (b) subject to all of the provisions of this Declaration, **and (c) which lease or rental agreement includes a Lease Addendum as determined by the Board of Directors and made available through the Association's managing agent. Both a copy of the written lease and Association Lease Addendum shall be provided to the Association prior to move-in.**

*Per West Ocean Association's CC&R's Article II, Section 2.2.1, "Any lease or rental agreement for a term of fewer than **one (1) year** or pursuant to which the lessor provides any services normally associated with transient occupancy shall be deemed to be for transient purposes and prohibited under this Declaration."



Renters Insurance Requirement

(adopted September 23, 2015)

1. If an Owner does not reside in his/her Unit and the Unit is leased to a Tenant, then the Owner shall require the Tenant to carry renter's insurance which, shall provide, at a minimum, the coverage outlined in Section 2. The requirement to carry such insurance shall be a material term of any lease executed between an Owner and Tenant. The Failure of a tenant to obtain and maintain such insurance shall be a material breach of the lease justifying termination of the lease.
2. Each Tenant shall carry the following insurance (any premises liability and property damage insurance policy shall include a waiver of subrogation clause as to the Association, other Owners, and any institutional first mortgagee of such Unit, and shall cover damages caused by Tenant, if any):
 - (a) Premises liability insurance in an amount not less than one hundred thousand dollars (\$100,000.00) against physical injury, death and property damage arising out of a single occurrence within the Condominium.
 - (b) Loss of use coverage for living expenses.
 - (c) Personal property coverage.
3. The Association shall have no responsibility for the adequacy or extent of any such insurance coverage outlined herein.
4. If any loss is caused by any respective Tenant, a claim shall be made with that respective Tenant's insurance policy before any claim is made to any Association insurance policy. If the Association's policy is required to pay any claim for which a Tenant is actually responsible, then the Owner shall be liable to the Association for the payment or reimbursement of the deductible.
5. A copy of such renter's insurance policy shall be provided to the Association prior to Tenant taking possession of the Unit, which shall identify all named insureds, scope of coverage as outlined in Section 2, and any insurance rider relative to the same.
6. In the event that any Owner fails to honor the requirements set forth above, the Association may, but shall not be obligated to, take such corrective action as it deems necessary or appropriate under the circumstances, which may include, but is not limited to suspension of privileges to use any recreational Common Facilities, or the imposition of fines and penalties against the Owner.