



**WEST OCEAN ASSOCIATION
LEASE ADDENDUM**

This Lease Addendum (“Addendum”) is by and between West Ocean Association (“Association”), _____ (“Homeowner”) and _____ (“Tenant”). Tenant wishes to lease Unit # _____ (“Unit”).

THEREFORE, the parties agree as follows:

- Possession and Membership Privileges.** Subject to the terms of this Agreement, the Association agrees to transfer membership privileges, with the exception of Homeowner’s voting rights unless such voting rights are assigned pursuant to the CC&R’s, to Tenant and permit Tenant to use the Association’s Common Areas during the term of the Tenant’s lease of the Unit. As a result, Homeowner and Homeowner’s family, friends, employees, and invitees give up their rights to use the common area facilities.
- Who May Lease.** Owner may lease or rent his Condominium to a single Family provided the entire Condominium (and not individual rooms) is rented pursuant to a lease or signed rental agreement which is in writing; copies of which are required to be submitted to the Management office prior to move-in.
- Lease.** This addendum shall become a part of the lease agreement (“Lease”) between Homeowner and Tenant as well as all subsequent lease agreements between Homeowner and Tenant of this or any other unit in the Association.
- Term of Lease.** Tenant and Homeowner hereby represent that the Lease contains an initial term of _____ (minimum 30-day required).
- Unit is a Condominium.** Tenant understands that the Unit is a condominium and is subject to CC&R’s, Bylaws, and Rules and Regulations of the Association (collectively “Governing Documents”). Tenant agrees to be bound by the Governing Documents of the Association.
- Failure to Abide by Governing Documents.** Tenant understands and agrees that failure to abide by the Governing Documents or this Lease Addendum will constitute default (“Default”) under the lease. In addition to any rights Homeowner may have against Tenant, Tenant understands that pursuant to the CC&R’s, Homeowner has assigned to the Association Homeowner’s right in the event of Default: (i) to suspend Tenant’s privileges to use the Association’s recreational/amenity facilities, (ii) to suspend non-essential services, including, but not limited to, the right to use visitor parking and concierge services (e.g. announcing/greeting guests and the signing for packages), (iii) to

assess monetary penalties against the Tenant, and (iv) to evict Tenant from the Unit by means of an unlawful detainer action.

7. **Assignment of Rents.** Tenant understands that, as security for the payment of Homeowner’s assessments, late fees, interest charges, collection costs, reimbursement assessments, fines and any other charges on the owner’s account (collectively, ‘monetary obligations’), Homeowner has assigned to the Association upon five (5) days written notice to the Homeowner, the right, power and authority to collect the rents, issues and profits of Homeowner’s Unit in the event Homeowner becomes delinquent in the payment of his or her monetary obligations to the Association. In the event Homeowner becomes delinquent in the payment of his or her monetary obligations to the Association, and upon demand by the Association, Tenant agrees to make rent payments directly to the Association until the delinquency is cured.

8. **Hold Harmless.** Tenant shall hold the Association, its officers and directors, management agents, employees, and each of them free and harmless of and from all liability, judgments, costs, damages, claims or demands arising out of (i) any claim or dispute in connection with the Lease, (ii) any injury, claim, or loss in connection with the Unit.

9. **Conflict with Lease.** In any conflict between the Addendum and the lease, this Addendum shall prevail.

10. **Conflict with Documents.** Notwithstanding the provisions of this Addendum, if there is any conflict with the Association’s documents, the CC&R’s and Bylaws take precedence.

11. **Alternative Dispute Resolution.** Any dispute arising from this Agreement shall be heard by a judicial reference (“Referee”) without a jury pursuant to provisions of Section 639 of the Code of Civil Procedure. If the parties cannot agree on a Referee, one shall be appointed by the Court in accordance with Section 640 of the Code of Civil Procedure. All issues shall be determined in compliance with the judicial rules, statutory and decisional law, and rules of evidence of the State of California. Discovery shall be limited to depositions and requests for the inspection, production and copying of documents. Depositions may be taken by either party upon seven (7) days written notice. Request for production of documents shall be responded to within ten (10) days after service. The Referee’s decision shall be final and judgment may be entered pursuant to Section 644 of the Code of Civil Procedure. The cost of Referee shall be shared equally between the parties. However, the prevailing party shall be entitled to reasonable attorney’s fees and costs. The judgment shall be subject to all post-trial procedures and appeals.

12. **Renters Insurance.** Tenant agrees to carry renters insurance while renting a unit at West Ocean, in accordance with the Renters Insurance requirement adopted by the Board of Directors on September 23, 2015.

HOMEOWNER: _____ Date: _____

TENANT: _____ Date: _____