

## **RENTING GUIDELINES**

Pursuant to West Ocean's CC&R's, Article II, Sections 2.1 & 2.2.1, and the Rules and Regulations, 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 thirty (30) days.
- 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.
- 9. **\*\*"Family"** means two or more persons that occupy a dwelling unit and live together as a single housekeeping unit. A family has established ties and familiarity with each other; jointly uses common areas, interacts with each other, shares meals, household activities and chores, expenses and responsibilities. Membership in a family is fairly stable as opposed to transient. Family members have some control over who becomes a member of the family, and the residential activities of the family are conducted on a non-profit basis. Typically each member of a family has access to all parts of the dwelling unit and the members of the family have close social, economic, and psychological commitments to one another."
- 10. Tenant agrees to carry <u>renter's insurance</u> while renting a unit at West Ocean, in accordance with the Renters Insurance requirement adopted by the Board of Directors on September 23, 2015.

\*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 thirty (30) days 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."

