

**Restatement of the Association's Rental Rules**  
**["Rental Rules"]**

The Association's former short term rental rules are hereby deleted in their entirety and, in order to be consistent with the CC&Rs, replaced with the addition of a Section 11. titled Rental Rules to the Association's House Rules which shall read as follows (double underline indicates added text):

11. RENTAL RULES

- A. For the purpose of these Rental Rules, a tenant shall be defined as anyone in possession of an Owner's Residential Lot in exchange for any sort of consideration.
- B. All lease/rental agreements for any Residential Lot within the Property shall be in writing and shall contain a provision binding the tenant(s) to the terms and conditions contained in the Association's governing documents, including without limitation these Rental Rules, and shall provide that failure to comply with the requirements of the governing documents shall constitute a default under the lease which may be cured by eviction of the tenant either by the Owner or the Association.
- C. At least seven (7) days in advance of the move-in date, Owners shall be required to:
- i. Notify the Board of Directors of the intent to lease the Residential Lot, including length of the lease, names and telephone numbers of the occupants of the rented/leased Residential Lot, relationship to one another, number of occupants, and automobile information;
  - ii. Provide each tenant a copy of the governing documents. (Copies may be obtained from management for this purpose.); and
  - iii. Notify the Association of the address and telephone number where such Owner can be reached.
- D. All leases must be for the entire Residential Lot and not merely parts thereof, unless the Owner remains in occupancy.
- E. No Residential Lot may be advertised and/or leased for a period of less than thirty (30) consecutive days (hereinafter, "Minimum Rental Period"). For purposes of this Rule, advertising shall include, but not be limited to, offerings in any magazine, newspaper, internet, website, email, flyer, radio ad and/or any other form of offering. In accordance with Civil Code Section 4740, nothing contained in the Association's governing documents shall be construed to "...prohibit the rental or leasing..." of any Residential Lot but, rather, merely requires such rental or leasing comply with the Minimum Rental Period defined herein.

- F. Any Owner's failure to comply with these Rental Rules may result in the Association's levy of costs incurred by the Association, if any, as well as a monetary fine up to the amounts provided in the Association's Enforcement Procedure (see Table 3 - Compliance Assessments for Violation of the Minimum Rental Period Requirements (i.e. leasing and/or advertising)). Additionally, any Owner who continues to advertise the Residential Lot for lease for less than the Minimum Rental Period (in violation of a previously issued ruling finding Owner in violation of Section 11.E. above), may be subject to a second ruling (after notice and hearing) that such advertising is deemed a continuous violation, resulting in possible suspension of common area privileges and daily fines from the date of the first notice of violation until the violation is cured.
- G. The Association and each Owner shall have a right of action directly against any tenant/occupant for any breach of any provisions of the governing documents; however, by renting out his or her Residential Lot, Owner indemnifies the Association and all its agents and successors for any and all liabilities that arise from the activities of tenant/occupant.
- H. These Rental Rules shall supersede any previously adopted rules and regulations that may be inconsistent with the terms contained herein.