

Four Seasons at Westshore

Leasing Your Home

An Owner has the right to rent the Residence on their Lot subject to all provisions of the Governing Documents.

Important! Each Owner renting their HOA property is responsible for following ALL requirements described in Section 5.8 of the CC&Rs.

GENERAL INFORMATION

Minimum Term of Lease

Owners cannot enter into lease agreements with a term that is less than thirty (30) days (CC&Rs 5.8.7).

Signs: For Sale and For Rent (Lease) (from the Community Rules)

Owners must comply with approved standards for "For Sale" and "For Rent" signs, and Owners who are listing their lots with an Agent are responsible for ensuring that the Agent complies.

1. Any sign for the purpose of selling or renting a residence must be of customary design and reasonable dimensions and may not exceed nine (9) square feet in size.
2. Only one "For Sale" or "For Rent" sign is permitted per lot.
3. The top of the sign shall not exceed five (5) feet above ground level.
4. Signs shall not be placed on Association property.

Parking

Agents and visitors to a home for rent/lease may park on the street during the time that business is being conducted at the home. At the Lodge, vehicles should park in marked spaces.

Vehicle Gate Access for Real Estate or Management Agents

Owners in the community should never share their personal gate codes with anyone outside their household.

To enter the community, Agents may

- Call the Seller/Owner from the gate kiosk for them to open the gate remotely.
- Follow another vehicle through a gate.
- Register with the Lodge front desk to receive a Real Estate Gate Code.

Access to Lodge, Clubhouse, Pool and Any Other Locked Facility

Owners must never hand over their key card to any Agent to access the locked facilities out of the owner's presence. For any other possible arrangement, contact staff at the Lodge Front Desk.

COMMON AREA FACILITIES TOURS

An Agent who wishes to show the Lodge or other community facilities to a potential renter may do so during business hours. (Staff are typically on duty at the Lodge weekdays from 8:30-5 and Saturday 9:30-6. To make sure that someone will be in the Lodge, call ahead. Contact Four Seasons at Westshore Management at 916-419-4300.)

1. Enter the community as described above in "Vehicle Gate Access for Real Estate Agents" above.
2. Park in a marked space in the Lodge lot.
3. To gain Lodge access, knock on the Lodge front door.
4. In ALL CASES register at the front desk. Identify yourself to Front Desk Attendant by providing a business card, seller's name, and address of the home for rent.
5. Keep the touring group together and remain with them at all times. Check out with the Front Desk Attendant.
6. Visitors are not allowed to use or get on any equipment in the facilities.

FINALIZING A LEASE

Owner/Renter Registration

The Owner or their agent is responsible for providing required information to the Association, including a Tenant Information Sheet, and submitting verification of age.

Using a Tenant Information Sheet, a renter must provide the HOA with full contact information for the residents of the home and information about pets and vehicles. Find the form under "Buyers/Renters/Agents" or contact Management for the forms to complete, and take them to the Lodge during business hours.

Key Card Returns

All key cards must be returned to Management upon transfer of ownership of a property or termination of a lease.

- Note that new renters and new Owners will be issued key cards only upon completion of the Tenant Information Sheet and after submitting verification of age.
- See the forms under "Buyers/Renters/Agents" or contact Management for the forms to complete, and take them to the Lodge during business hours.

Vehicle Gate Remotes

Vehicle gateremotes may be retained to be given to the new renter. However, for security, a new renter in Four Seasons at Westshore must get an updated code for accessing the gates using the kiosk and the remote unit. A new remote is \$55 but reprogramming an existing remote with an updated code is free.

Assignment of Rights to Use Common Area

Upon the leasing or renting of a Lot, the Owner assigns all Common Area use rights exclusively to the tenants (except that such Owner shall continue to have an easement for ingress and egress to such Owner's Lot to the extent necessary to discharge the Owner's obligations and rights as a landlord). Any rights of enjoyment assigned pursuant to this section are subject to suspension to the same extent that rights of Owners are subject to suspension as provided in the Governing Documents. This section limits the right of use and enjoyment of the Common Area to Residents and their guests.

GOVERNING DOCUMENTS RELATED TO LEASING AND RENTING

For all specific requirements related to Rental of Residences, see CC&Rs Section 5.8 "Rental of Residences" and Section 5.9 "Association's Right to Evict."

LEASING/RENTING (ENTIRE RESIDENCE) PROCEDURE **From the Community Rules Adopted 2023**

Notification of the Association. The Association member must notify the Association of the duration of the lease and must provide the Association with the names of the tenants, names of the members of the tenant's household,

the tenant's telephone numbers, and such information as the Board of Directors deems appropriate. Tenants must fill out the Association Facility Use Agreement.

1. **Written lease subject to Governing Documents.** Any lease agreement is required to be in writing and provide that the terms of the lease are subject to all the provisions of the governing documents including the Bylaws, CC&Rs, and any Community Rules adopted by the community Association.
2. **Tenant rules.** All tenants are bound by the same rules as members of the Association. The member renting the residence (lessor) shall be responsible and liable to the Association for the actions of their tenants (lessees). Enforcement of the Community Rules will be through the members. It is imperative that all Rules are presented to, reviewed and agreed to by the tenant (lessee). Members are responsible for ensuring their tenants have read, understand and agree to abide by all governing documents of the Association.
3. **Indemnification.** Every owner of a residence that is occupied by a tenant pursuant to a rental agreement or otherwise, agrees to and shall indemnify and defend the Association, its officers, directors, management and hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorneys' fees arising out of the conduct or presence of the occupants of the residence and their guests within the Community. This provision shall also apply to any cost, loss, claim or damage arising or alleged to have arisen out of the enforcement or non-enforcement by the Association of the governing documents against such occupants and their guests.
4. **Enforcement costs.** All costs, including attorneys' fees incurred by the Association to enforce the governing documents against such occupants and their guests shall be reimbursed to the Association by the member and may be assessed by the Association to that member as a reimbursement assessment.

Tenant Rules

1. The members have the responsibility to provide their tenants with the Association's governing documents: Bylaws, CC&Rs, Community Rules, and Architectural Rules.
2. The members are responsible for their tenants' compliance with all the provisions of the Association's governing documents. Penalties and other actions to correct violations will be assessed against the member even though tenants committed the violation(s).
3. For the purposes of the Community Rules, a tenant shall be defined as anyone in possession of a member's residence in exchange for any sort of consideration including barter.
4. The member is solely responsible for the payment of assessments. Members cannot delegate this responsibility to their tenants. Failure to pay the assessments will result in a notice of lien and potentially, foreclosure.
5. Careful screening of tenants prior to renting property is important to protect the member's investment in the property. Disturbances and disorderly conduct by tenants can result in a fine or legal action against the legal owner. Preserving the community and maintaining harmony is the goal of the Association. If a tenant is in violation of the governing documents, the member is required to take necessary measures to correct the situation.