

# MONTECITO SHORES HOMEOWNERS' ASSOCIATION

## LEASING/RENTAL RULES

- 8.1 An Owner shall be entitled to rent or lease his or her Unit. The following Rules apply:
- 8.1.1 A copy of the written rental or lease agreement and completed Lease Packet must be filed with Management prior to the commencement of each rental or lease period.
- 8.1.2 The minimum rental period permitted at Montecito Shores HOA is **NOT LESS THAN 30 DAYS**.
- 8.1.3 A Lease Packet (copies of which are available from Management) must accompany the lease or rental agreement. These forms include:
- (a) Tenant Information Form
  - (b) Tenant Abidance Agreement acknowledging receipt by the tenant(s) of a copy of the Rules & Regulations of the Association,
  - (c) Change of Occupancy Form
- 8.1.4 A penalty will be assessed for failure to submit a copy of the rental or lease agreement & Tenant Information to Management each time an Owner's Unit is rented or leased
- 8.1.5 The Owner who rents or leases a unit, must pay a **Change of Occupancy** fee of \$500.00 each time his or her unit is rented or leased. This amount covers the additional administrative expenses incurred by the Association as well as increased use of facilities and wear and tear arising from move-in/move-out activities.
- 8.1.6 An Owner who rents or leases a unit, must pay a **Lease Processing** fee of \$500.00 each time his or her unit is rented or leased. This amount covers the additional administrative expenses incurred by the Association in reviewing and processing the Lease/Rental packet.
- 8.1.7 The lease or rental agreement, completed forms and fees totaling \$1,000.00 must be submitted to the Association before the tenants move in. Parking decal(s) and entry gate transponders will not be issued until completed forms and fees are received by the Association..

- 8.1.8 Owners are responsible for their Tenants' and Guests' compliance with the provisions of the Association's CC&Rs, and Rules & Regulations. It is the Owner's responsibility to provide the tenant with a copy of the Association's CC&Rs and Rules & Regulations..
- 8.1.9 **Pool Key Fob** are only issued to Owners. It is the Owners' responsibility to provide these to their Tenants. Each unit is entitled to 2 Pool Area Key Fobs. The cost to replace a lost pool key fob is \$135.00. This amount covers the hard cost and administrative expenses incurred in replacing the pool key fobs.
- 8.1.10 **Entry Gate Transponders:** Each unit is entitled to 2 entry gate transponders. These are car specific, tied to the license plate and are NOT transferable to another vehicle. Transponders for incoming tenants may be obtained from Management at a cost of \$25.00 each. Once a tenant vacates the unit, their transponders will be deactivated from the entry gate security system.
- 8.1.11 **Entry Gate Remotes:** An Owner may opt to have two entry gate remotes instead of transponders. The owner is responsible for ensuring that these are returned to them by the outgoing tenant. Lost gate remotes will be placed at a cost of \$150.00 each. This amount covers the hard cost and administrative expenses incurred in replacing a entry gate remote. Lost remotes will be deactivated from the entry gate security system.
- 8.1.12 An Owner relinquishes his or her Common Area privileges to his or her Tenants and may not use the Association recreational facilities, except as a designated Guest of their tenant.
- 8.1.13 Owners must notify Management when a lease or rental agreement is terminated or extended and provide supporting documentation. Management must also be notified when there is a change in a property manager.
- 8.1.14 In the event an Owner leases to a corporation or a limited liability company who in turn places individuals in a Unit, an agreement must be submitted to Management showing that each Tenant will be living on the premises for a minimum 30 day period.
- 8.1.15 Owners must advise their managing agents, and prospective tenants that Montecito Shores HOA has a limit as to the number of pets permitted. The Association has a **ONE DOG ONLY** policy. There are no exceptions and any resident with more than one dog will be required to either move or remove one of the dogs.
- 8.1.16 Only an entire unit (not separate rooms or facilities) can be leased or rented.

8.1.17 An Owner renting or leasing their unit must enter into a written Rental Agreement. The Agreement must state that the tenants and all persons occupying under the tenant, will be bound by and abide by the Association's CC&Rs and the Rules and Regulations. The written Rental Agreement must state that the tenant's failure, or the failure of any of those occupying under the tenant, to abide by the Association's CC&Rs and Rules & Regulations shall constitute a material breach of the Rental Agreement. Upon the occurrence of such a breach, the Owner shall promptly take action to, depending on the nature of the breach, to cause a breach to be cured, if it is remediable breach under the law, and/or terminate the written Rental Agreement and evict tenants and occupants of the tenant in compliance with California Law.

**THESE LEASING/RENTAL RULES SUPERCEDE SECTION C OF THE ASSOCIATIONS  
RULES ADOPTED IN 2010 AND ARE EFFECTIVE AS OF DECEMBER 1, 2022**

Montecito Shores HOA  
Leasing/Rental Rules-2022  
APPROVED: October 26, 2022  
Effective Date: December 1, 2022