

**AMENDMENTS TO THE RULES AND REGULATIONS FOR
THE VILLAS OF OCEAN CREST HOMEOWNERS', INC.**

Rules and Regulations

- I. Leasing. In the event that an Owner desires to rent his or her unit, the following restrictions and requirements apply to leasing and must be complied with:
 - A. Any lease shall be for a minimum term of at least four (4) consecutive months and no Unit/Lot may be leased in excess of one (1) time during a twelve month period commencing when the lease or occupancy is approved by the Association. If an Owner is in arrears in the payment of any assessment or other amount due the Association, then: (1) any pending lease application of the Owner's Unit may be denied by the Association; or (2) upon written notice from the Association to any tenant in such Unit, all rents shall be paid to the Association until such arrears are brought current, including a six month assessment deposit.
 - B. No Unit/Lot may be leased, rented or otherwise occupied by anyone other than the Owner during the first twelve (12) month period after purchasing or otherwise acquiring title the property.
 - C. Every lease shall include the Association's required lease addendum, which includes, but is not limited to, the right to receive the rent directly from the tenant when an Owner's account is in default, and a provision authorizing the Association to terminate the lease due to the failure of the tenant to comply with the Association's governing documents. The required lease addendum is available from the property manager.
 - D. Upon receipt of a copy of the lease, a completed lease application form and payment of the administrative fee, the Association will approve or reject the proposed applicant within thirty (30) days. Lease approval and occupancy shall only be approved by the Association in writing and the Association will issue written notice to the Owner indicating the approval or rejection of the lease application within the time period set forth above.
 - E. By submitting an application to approve a lease, the Owner and prospective tenant(s)/occupant(s) each consent and agree that the Association is authorized to conduct a criminal and financial background check for all proposed occupants who will reside in the Unit/Lot.
 - F. The Association may deny a lease application if: (a) the background check reveals or otherwise includes any indication that an occupant may pose a risk to the community due to criminal history or conduct, (b) any proposed occupant has a history of causing a nuisance in any other community, (c) the application is incomplete, contains any false information or omits required information, or (d) the proposed tenant is unlikely to be able to comply with the financial requirements of the lease.
 - G. The administrative fee of ~~\$250.00 per person~~ is nonrefundable and the check should be made payable to the Villas of Ocean Crest Homeowner's Association. This fee must accompany the completed application.
 - H. The Owner of a leased Unit/Lot is jointly and severally liable to the Association with his or her tenant for compliance with the governing documents to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.
 - I. The approval of any lease is conditioned upon the Owner or tenant paying a \$2,000.00 common area security deposit to the Association. The check should be made payable to the Villas of Ocean Crest Homeowner's

12-7-2020

Association and must be received in clear funds before a tenant is permitted to occupy the property. The security deposit may be used by the Association to pay for any damage to the common areas caused by the tenant.

J. The Owner is required to provide the tenant with copy of the Declarations and Covenants, By-Laws and Rules and Regulations of the Villas of Ocean Crest Homeowner's Association as well as contact numbers for the property manager.

K. Renters are not permitted to have pets in the Unit/Lot .

2. All unit owners are responsible for picking up after their pets.
3. All unit owners are responsible for reporting damage to or problems with any of the common areas.
4. Parking is in designated parking areas only approved parking areas include 4 spaces marked by curb stops immediately behind the clubhouse and the recessed curb across from the entrances to units 8 through 13. Unit owners and tenants may park in their own drives as long as they do not impede the flow of traffic through the community. Fire lanes include area along the south side of unit 15 and both north and south sides of the drive on the north side of unit 14. Parking in fire lanes or in a drive other than your own may leave automobile subject to fine and towing.
5. All assessments, either annual or special, should be paid by the unit owners in a timely fashion. Annual assessments are due at the beginning of each calendar year. Assessment Bills will be sent out containing dates due for remittance. A late fee of \$100.00 will be assessed for all late payments. An additional \$100.00 will be assessed for each additional 30 day period that remittance is late.
6. No "For Sale", "For Rent" or "Open House" signs or other displays of advertising shall be maintained or permitted on any part of the common property.
7. Construction on an individual unit shall be limited to Monday through Saturday during the hours of 8 AM to 6 PM.
8. All requests for additional copies of Declarations and Covenants, By-Laws and Rules and Regulations should be directed to the Property Manager along with a \$50.00 check payable to the Villas of Ocean Crest Homeowner's Association to cover time and printing costs incurred by this request.
9. Parking in common areas. Parking in common areas is reserved for:
 - a. passenger vehicles used primarily for the personal use of Owners, approved renters and visiting guests of owners, and
 - b. contractors doing work for owners during authorized hours.Under no circumstances and at no time are owners or renters allowed to utilize any portion of the common area to park or maintain taxis, limousines, buses, 3 axle trucks, box-trucks, dumptrucks, cargo vans, or work trailers registered by the Owner.