

### **Interested in leasing your home?**

The following are the guidelines with respect to leasing of homes in Westlake Village:

Rentals are NOT prohibited, provided the following rules and regulations are adhered to.

According to the Association Rules and Regulations (Red Book) adopted 12/13/2011:

#### *3.2. Leasing of Homes.*

- A. The Association shall try to ensure that all Members who wish to lease their Units are granted an opportunity to do so. To accomplish this, and to otherwise ensure that the opportunity to lease Units is provided in a fair and equitable way, the Association may, from time to time, establish Rules and Regulations as it may see fit.*
- B. Any Member who leases his/her Unit shall provide a copy of the lease to the Association at the Community Manager's office within 10 days of move in.*
- C. No Unit may be leased unless pursuant to a written agreement acceptable to the Association in form and content, including, but not limited to, the inclusion of a clause whereby all occupants agree to be bound by the Association's governing documents, and by the Rules and Regulations promulgated pursuant thereto, all of which the Association shall provide to the occupants for such reasonable fee as the Association may from time to time determine. Reference APPENDIX 3.2.C Required Lease clause(s) language.*
- D. If the Member, at any point during the lease period, loses his/her "in good standing" status with the Association, the Member and the Member's tenants' use of all common area amenities shall be restricted.*
- E. The Member shall be responsible for the actions of his/her tenant and the assessments due on the lot during the effective term of the lease.*
- F. No landlord-tenant relationship exists. In no event shall it be determined that a landlord/tenant relationship exists between the Association and the Tenant.*

Failure to properly register your tenant and/or provide the proper lease addendum within the 10 day time frame may result in a fine of \$25.00 per week.

**Westlake Village Master Homeowners Association Lease Addendum**

1. Renter agrees to abide by all provisions of the Association’s Declaration of Covenants, Conditions, and Restrictions, Bylaws, Rules and Regulations, and all other applicable governing documents (the “Governing Documents”). Renter acknowledges receipt of a copy of the Governing Documents. Renter further acknowledges that Renter’s failure to abide by the terms of the Governing Documents shall constitute a material breach of this Lease Addendum and the Lease.
2. The parties agree that all the covenants and agreements contained in this Lease Addendum shall be deemed to be part of the Primary Lease and incorporated entirely therein as if included originally. The parties further agree that, in case of a conflict between the terms of this Lease Addendum and the Primary Lease, the terms of this Lease Addendum shall take precedence.
3. The Lease is subject to and consistent with the provisions of the Governing Documents, as the same may be amended from time to time. In the event of any inconsistency between the Lease and the provisions of the Governing Documents, the provisions of the Governing Documents shall take precedence.
4. Member/Landlord hereby transfers and assigns to Renter for the term of the Lease any and all rights and privileges that Member/Landlord has to use the Association’s common elements, including, but not limited to, the use of any and all recreational facilities and amenities. Member/Landlord and Renter acknowledge that the Association reserves the right to withhold access to common element amenities from Renter for any reason that it would, under the terms of the Governing Documents, be authorized to refuse a member such access, including Renter’s failure to comply with any of the provisions of the Governing Documents, or Member’s/Landlord’s failure to pay monthly assessments when due.
5. In the event of a default by Renter in the performance of the terms of the Primary Lease or this Lease Addendum, or of the Declaration, Bylaws, and/or Rules and Regulations of the Association, then, in addition to all other remedies which it may have, the Association or its representative shall notify the Member/Landlord of the default(s) and demand that they be corrected through the Member’s/Landlord’s efforts within 30 days after such notice. If the default(s) is not corrected within the 30-day period, the Member/Landlord shall immediately thereafter, at his or her own cost and expense, institute and diligently prosecute an eviction action against Renter. The eviction action shall not be settled without the prior consent of the Association or its representative. In the event the Member/Landlord fails to fulfill the foregoing obligation, the Association shall have the right, but not the duty, to institute and prosecute an action as attorney-in-fact for the Member/Landlord, at the Member’s/Landlord’s sole cost and expense, including all legal fees incurred. The Member/Landlord hereby irrevocably names, constitutes, appoints, and confirms the Association as his or her attorney-in-fact to take all such actions as it deems appropriate on his/her behalf. All costs and attorney’s fees incurred by the Association to enforce the terms of the Primary Lease or of this Lease Addendum, or of the Declaration, Bylaws, and/or Rules and Regulations of the Association, or to evict Renter pursuant thereto, will be assessed against the Unit and the owner thereof, and shall be deemed to constitute a lien on the Unit involved. The Association may enforce collection of the lien in the same manner as an assessment. Both the Member/Landlord and Renter acknowledge that the Association is a third-party beneficiary of the Primary Lease and Lease Addendum.

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_