

**THE VILLAGE AT SANTA BARBARA
OWNERS' ASSOCIATION
TENANT RULE ABIDANCE AGREEMENT**

Unit # _____ Address _____

Owner _____ has provided Lessee/Tenant of the Village at Santa Barbara Rules and Regulations and CC&Rs PRIOR TO MAKING AND/OR SIGNING A LEASE AGREEMENT ON THE ABOVE UNIT.

The lease or rental agreement dated _____ shall include the following language:

“The terms of this Agreement are subject in all respects to provisions of the Village at Santa Barbara Owners’ Association Restated Declaration of Covenants, Conditions and Restrictions (CC&R’s), Articles of Incorporation and Bylaws, and its associated Rules & Regulations. Any failure by the lessee/tenant to comply with the terms of such documents shall be a breach under the lease/rental agreement. The undersigned, as lessee or tenant, acknowledges familiarity with all restrictions and rules of the Village at Santa Barbara Owners’ Association and agree(s) to abide by them.”

We understand that the Leasing/Renting Requirements contained in Section 17.2. of the Restated CC&Rs are as follows:

- (a) The Member and tenant must enter into a written lease or rental agreement which states that the tenant has received a copy of the Restated Declaration of Covenants, Conditions and Restrictions, and a copy of the Association’s Rules and Regulations.
 - (b) The lease or rental agreement must state that the tenant, and all persons occupying under the tenant, will be bound by and abide by the Association’s governing documents. The written lease or 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 governing documents shall constitute a material breach of the written lease or rental agreement. Owners will be held responsible for damage or violation of the rules by their tenants. If an Owner does not remedy such damages within 30 days, the Association may, at its option, cause repairs to be done and seek a reimbursement assessment from the Owner for the cost of those repairs.
 - (c) The written lease or rental agreement must identify, by name and telephone number, each occupant of the lot. All adults (occupants over the age of 18 years) must sign the written lease or rental agreement.
 - (d) Prior to any tenant occupying a Residence/Lot, the Board of Directors for the Association must receive a duplicate original of the signed written lease or rental agreement, which must contain the provisions and information described herein.
 - (e) No Residence may be leased or rented for less than thirty (30) consecutive days.
- ...

(f) Any Owner whose Residence/Lot is being rented or leased bears the burden to establish, by clear and convincing evidence, that such Residence/Lot is not leased or rented in violation of the thirty (30) consecutive day minimum rental requirement.

...
...

(i) For any violation of this Article, the Association may, after notice and a hearing, levy a fine in accordance with the Schedule of Monetary Penalties and Fees adopted by the Association pursuant to Civil Code section 1363(g).

Owner

Tenant

Owner

Tenant

Date: _____