

RENTING UNITS SHORT TERM

Owners Who Rent to Short Term Renters

1. Owners seeking to rent to Short Term Renters agree to be bound by the Rules, including the following:
 - Short Term Renters may not have Guests (people who stay overnight)
 - Short Term Renters may not have pets including emotional support animals;
 - Short Term Renters may not have Visitors
 - An Owner Responsible Person or Approved Rental Agency Responsible Person shall be present within the geographical limits of the City of Avalon while the Short Term Renter or Renters are using the Unit.

2. The Owner or Approved Rental Agency must follow the Notice Procedure and submit to the Guard Gate the following information 24 hours before the expected arrival time of any Short Term Renters:
 - a. Name of Owner
 - b. Home and Business Phone Number of Owner
 - c. Number of Persons in the Arriving Party
 - d. Names of Short Term Renter
 - e. Arrival and Departure Dates
 - f. Name and telephone number of the Approved Rental Agent's Responsible Person, if used
 - g. If an Approved Rental Agent is not used, the name and telephone number of the Owner's Responsible Person.

3. Violations of the Rules by Short Term Renters are a continuing problem at Hamilton Cove. Owners are responsible for the conduct of the Short Term Renters occupying the Owner's Unit. Owners shall be fined for violations of the Rules by Short Term Renters and their Visitors. The following are the common violations:
 - intoxication;
 - driving while intoxicated;
 - reckless driving;
 - domestic violence;
 - fighting;
 - underage driving;
 - use of banned substances;
 - damaging Association property;
 - harassment of a Security Guard or Association employee
 - loud, disturbing noise at all hours of the day or night.

4. Owners or an Approved Rental Agency are required to maintain a list of renters who have been alleged to have violated the Rules and they are prohibited from renting to

such individuals. The Association reserves the right to bar individuals who, in the Association's opinion, have a history of violating the Rules from entering Hamilton Cove.

5. The following violations shall result in a Predetermined Fine to the Owner of the Unit occupied by the Short Term Renter whether caused by a Short Term Renter or a Visitor of a Short Term Renter:

- a) Guest or Visitor seeks to be admitted, the Security Guard has not received the required paperwork and the Security Guard is required to do something other than refuse entry--\$50;
- b) Intoxication or impairment requiring the intervention of a Security Guard--\$100;
- c) Driving while intoxicated or impaired requiring the intervention of a Security Guard--\$100;
- d) Reckless driving observed by a Security Guard or requiring the intervention of a Security Guard--\$100;
- e) Underage driving requiring the intervention of a Security Guard--\$100;
- f) Damage to Association Property or other property properly on the Project--\$100 plus the cost of repair;
- g) Loud noise requiring the intervention of a Security Guard--\$100 per intervention;
- h) A disturbance involving a Short Term Renter of his or her Guest such as fighting or domestic violence requiring the intervention of a Security Guard--\$100;
- i) A Disturbance requiring the Security Guard to contact an Owner's or Approved Rental Agency's Responsible Person--\$100;
- j) Failure of an Owner's or Approved Rental Agency's Responsible Person to promptly respond when notified of a Disturbance by a Security Guard--\$200;
- k) A Disturbance requiring the Security Guard to summon a Sheriff--\$300;
- l) A Disturbance involving a banned substance--\$300;
- m) Verbal abuse of a Security Guard or Association employee in connection with their efforts to enforce the Rules--\$300;
- n) Physical abuse of a Security Guard or Association employee in connection with their efforts to enforce the Rules--\$500.

6. All rental Units must post the notice required by Avalon Municipal Code Section 9-8 404(f)(4) which provides:

(4) Notice and Rental Agreement Requirements. Each transient rental Unit shall have a clearly visible and legible notice posted within the Unit on or adjacent to the front door, containing the following information:

- a. The name of the managing agency, agent, property manager, or owner of the Unit, and a local telephone number at which that party or his agent may be reached on a 24-hour basis;

b. The maximum number of occupants permitted to stay in the Unit;

c. Notification that trash and refuse shall not be left or stored on the Project, the scheduled dates and times for pick-up at the location, and an explanation of the City's recycling program;

d. Notification that failure to conform to the parking and occupancy requirements of the structure is a violation of this section;

e. When the City has enacted water conservancy measures by ordinance, notice of the requirements of such ordinance and a request that occupants conserve water as much as possible in the use of showers, baths, faucets and laundry.

f. Notification that use of unenclosed decks and patios between 10:00 p.m. and 8:00 a.m. is prohibited where such use generates noise which would disturb or annoy a reasonable person occupying the adjacent properties.

g. A statement that Avalon has a "zero tolerance" policy towards nuisances, rowdy and disruptive behavior and advising that the occupancy shall be immediately terminated for violations of this policy.

The foregoing information shall be stated in the rental information and agreement provided to prospective renters prior to their occupancy of the Unit.

In addition, a Schedule of Fines provided by the Association will be posted in a rental Units.

7. All Short Term Renters shall execute a written Rental Agreement. All Rental Agreements shall contain the following provision:

"This agreement shall be subject in all respects to the provisions of the CC&R's, Bylaws and the Rules and Regulations of the Hamilton Cove Homeowners' Association, Inc. The failure of the Short Term Renter to comply with any term of these documents shall constitute a default under this agreement. "

8. No Unit shall be rented to any Short Term Renters where the number of people in the rental group exceeds the actual sleeping accommodations provided in the Unit.

9. Short Term Renters may not have Guests or Visitors.

10. "For Rent" signs are prohibited.

11. An Owner may not use the Recreational Facilities while the Unit is occupied by

Short Term Renters except as permitted by the Public Access Agreement.

12. An Owner who is more than ninety (90) days delinquent in the payment of any sum due the Association may not engaged in Short Term Renting unless the Owner directs any rental agency used by the Owner to pay any money due the Owner directly to the Association to be applied to any amount owed by the Owner. The direction must be in writing and copied to the Association. The Association shall notify any Owner ninety (90) days delinquent and that Owner's rental agent, if known, that the Unit is ineligible for Short Term Rental. If the Unit is rented directly by the Owner without the use of a rental agent, the Owner must prepay the rental to the Association before Short Term Renters shall be permitted access to the Unit.