

Leasing

A **Residence** may be rented only by a written lease, subject to the following:

- (a) The lease must be for the entire **Residence**. A lease for only a portion of a **Residence** is prohibited.
- (b) Each lease must have a term of at least one hundred and eighty (180) days, which lease term must be entered into in good faith.
- (c) Each lease must incorporate the terms and restrictions of the Willow Pointe North Homeowners' Association, C, C & Rs as a personal obligation of each tenant.
- (d) Each lease must attorn to the **Association** as landlord solely for the purpose of enforcing the terms and restrictions of the C, C & Rs. The **Association** will not otherwise assume the responsibilities or obligations of the **Owner** under the lease.
- (e) A true and complete copy of the lease, the name and current telephone contact number of each tenant, and the name and current telephone contact number of the **Owner** (or their designated agent), shall be provided to the **Board** at least five (5) days prior to the first day of the lease term. The **Owner** shall promptly provide the **Board** with written notice of any termination of such lease.
- (f) The **Owner** must either be personally available by telephone or have a designated agent available by telephone at all times during the lease. If the **Owner** will not be personally available, the name and current telephone contact number of the designated agent shall be provided to the **Association** in writing prior to the first day of the lease term. The **Owner** or their designated agent must be able to promptly contact the tenant(s) for purposes of addressing any complaints and/or violations of the C, C & Rs.
- (g) The **Owner** must obtain and maintain Landlord's liability insurance coverage for property damage or personal injury caused by any tenant(s) or otherwise arising from the lease of the **Residence**. Proof of such insurance shall be provided to the **Board** within 24h upon request.
- (h) The **Owner** shall remain liable for compliance with the CC & Rs and shall be responsible for securing such compliance from the tenant(s) of the **Residence**.
- (i) The **Owner** shall be responsible for the payment of all assessments or fines that are assessed by the **Association** because of the actions or omissions of any tenant(s) or their guests.

Transient Usage

No **Residence** may be used as a bed and breakfast, VRBO, Airbnb, transient, hotel or motel purposes. If the **Residence** is owned or leased by a business entity or individually owned business, the occupancy of the **Residence** by employees or guests of the business is permitted only if the same employee(s) or

guests intends to occupy the Residence for a period of at least one hundred and eighty (180) days.