

## LEASING RULES FOR CORONADO SHORES

**Preamble:**

Coronado Shores was conceived and developed as a residential/recreational area of homeowners. The restriction on renting or leasing property has always been one of the Covenants and Restrictions governing ownership of lots in this area. Under the current revised and approved CC&Rs, it is stated in Article IV, Sec. 15:

*Leasing: No homes within this development shall be leased without the written consent according to the guidelines of the Board of Directors. Unauthorized renting is the renting of any house in Coronado Shores for any reason or for any length of time without the express written approval of the Board of Directors. This approval must be received prior to renting of any house. Members engaged in the unauthorized renting of their premises shall be liable to the Club for liquidated damages in the sum of \$300 per day of unauthorized renting, which by vote of the members is the agreed amount which is reasonable in the light of the anticipated harm caused by the breach of this covenant, the difficulties of proof of loss, and the inconvenience and non-feasibility of otherwise obtaining an adequate remedy.*

Many of the property owners in Coronado Shores have expressed opposition to leasing homes in this area. Among reasons expressed for this opposition are:

- a. Security problems,
- b. Lack of community responsibility by lessees,
- c. Lack of care of property,
- d. Transitory-type occupancy.

The Board of Directors will not consider or give permission for weekend or short-term leases or leasing of any kind of property held for speculation.

The Board of Directors will consider whether special circumstances provided by an applicant will override the general aversion by the members or Coronado Shores Beach Club to allow any form of leasing. The types of special circumstances the Board of Directors will consider are as follows.

1. Loss of employment or transfer of employment beyond a typical commuting distance
2. Family member emergency
3. Death of owner or spouse, or owner/spouse's need for long term care facility
4. Other circumstances beyond the control or fault of the owner or family member

It is the homeowner's responsibility to screen carefully any Lessees for his own protection and the protection of CSBC.

### Rules of Leasing

#### **Administration Fee Non refundable**

**Applicant applying for permission to Lease their home due to hardship must:**

- a) Pay fifty dollars administration fee with no guarantee that the Board will approve the request.**
- b) The Owner (or duly designated representative) shall appear before the CSBC Board during a regular scheduled meeting to present their special circumstance.**

1. Permission will not be granted to lease homes built or purchased for speculation.

2. Permission may be granted by the Board of Directors for a long-term lease (12 months). Following this period, and if the circumstances warrant it, the Board of Directors may grant permission for only one additional year of leasing.  
*Note: During the lease time period, the home can be leased to only one party for the purpose of a single family residence.*
3. Written permission from the Board of Directors shall be obtained before entering into any lease agreement for a house/home in Coronado Shores.
4. No "For Lease" signs may be displayed on any part of the property.
5. Any lease can only be used for a single family occupancy.
6. The owner shall assume responsibility for the actions of his tenants.  
*If informed by the Board of Directors of problems with the lease arrangement, the owner or agent will take the necessary steps to resolve the problem.*
7. No lease will be approved unless the owner pays his annual dues and dues are current.
8. Any "For Lease" advertisement in media shall not contain references to Coronado Shore Beach Club
9. A member of the Coronado Shores Beach Club, who is building on his lot and wishes to lease a home here during the time of building, may be given permission to do so.  
*Note: It is a service and convenience to both the building member and the house owner to permit this type of shorter-term leasing. This is the only type of short-term leasing which will be considered by the Board.*
10. Lessee responsibilities, duties, and actions:
  - 10.1. Lessee will be considered guests of the homeowners and have privileges that are conveyed to the owner for the use of the clubhouse, pool, or cabana consistent with the CC&R's and other rules that applied.
  - 10.2. Property must be kept clean.
  - 10.3. Dogs must be kept on a leash while on the streets and other areas of Coronado Shores.
  - 10.4. Garbage must be disposed of properly and promptly.
  - 10.5. No sub-leasing is permitted.
  - 10.6. No illegal activities may be carried out on the owner's property at Coronado Shores. A violation, here, would mean immediate termination of permission for leasing.
  - 10.7. No Commercial enterprise or business may be carried out on the property. Further, no garage sales would be allowed.
11. It shall be the responsibility of the lesser to pass on to the lessee the CSBC rules and to convey in writing the latest edition of the CSBC CC& R's prior to the leaser's plan to lease taking effect. A copy of the lessee's acknowledgement shall be given to the CSBC Board of Directors.
12. A deposit of \$1000.00 will be required from the homeowner to ensure the lease agreement is fulfilled in the interest of CSBC. If the lessee damages any Coronado Shores property, the amount of the damages will be deducted from the \$1,000 deposit. It is the homeowner's responsibility to maintain the deposit balance at \$1000.00 by remitting the appropriate amount within 30 days of receiving notification of such expenses.
13. Must have the home listed on the MLS (Multiple Listing Service) and a for sale sign posted.
  - 13.1 A recent appraisal/comparable must accompany your request to lease.
14. Homeowner will have 2 months to execute an approved lease.
15. Any violation of the foregoing Rules of Leasing may result in the Board's withdrawal of the lease.

These guidelines for leasing were approved by the Board of Directors in the month of February 2009. Signing for the Board is the Chairman:

\_\_\_\_\_  
President / Coronado Shores Beach Club, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Coronado Shores Beach Club, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Member /

**APPLICATION FOR PERMISSION TO LEASE HOME**

*Submitted to the Coronado Shores Beach Club, Inc. Board of Directors by:*

Name (Owner): \_\_\_\_\_

Address (Coronado Shores): \_\_\_\_\_

Lot #: \_\_\_\_\_ Phone #: \_\_\_\_\_

*If you plan to use an agent to manage your property, submit the following information please:*

Name (Agent): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone#: \_\_\_\_\_

Note: \_\_\_\_\_

*I request permission to lease my property:*

For a period of: 1 (one) year Beginning on (date): \_\_\_\_\_ and ending on (date): \_\_\_\_\_

Due to the following special circumstances:  
(Be specific)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee Name (if known)\*: \_\_\_\_\_

*In submitting this application the owner agrees to the following conditions set by the CSBC Board of Directors:*

**Administration Fee Non refundable**

**Applicant applying for permission to Lease their home due to a hardship must pay fifty dollars administration fee with no guarantee that the board will approve the request.**

1. Obey the rules of leasing. A copy of these rules is attached.
2. Submit a refundable deposit of \$1000.00 to the Board within 5 days of executing the lease.
3. To terminate the lease on or before the expiration date listed.

By signing this documentation, you certify the information is complete and correct to the best of your knowledge

Owner's Signature: \_\_\_\_\_

Address (not Coronado Shores): \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\* **NOTE:** If the name of the lease-holder is not known at this time, contact CSBC when you have this information.

<i>This area for CSBC Board use.</i>	
Membership dues status: (current/not current)	
Date reviewed by the CSBC:	
Decision:	
Leasing Director Signature: (or President/Vice President)	
Date approval sent to applicant:	
Date Treasurer notified:	
Date \$1000 deposit received:	
Date lease executed:	

These guidelines for leasing were approved by the Board of Directors in the month of February 2009.  
Signing for the Board of Directors is the Chairman:

\_\_\_\_\_  
President, Coronado Shores Beach Club, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Member, Coronado Shores Beach Club, Inc.

\_\_\_\_\_  
Date