

## TAHOE TYROL HOMES ASSOCIATION SUMMARY OF HOME RENTAL REQUIREMENTS

The rental of homes within Tahoe Tyrol is generally subject to the provisions of Section 4.19 of the Second Restated Declaration of Covenants, Conditions and Restrictions of Tahoe Tyrol ("Section 4.19"). The clear focus of Section 4.19 is to ensure that owners are held accountable for the conduct of their tenants and that tenants act in a responsible, considerate manner. If Tahoe Tyrol is to retain its unique character and high quality of life, all owners renting their homes must do their part to ensure that their tenants act in a manner which will not detract from the environment of the community.

The purpose of this summary is to provide a **brief** synopsis of the **major** portions of Section 4.19. However, this summary is **not** intended to substitute for a thorough review of the actual provisions, nor is it a complete review of all of the governmental rules, regulations and ordinances applicable to the rental of homes in Tahoe Tyrol. In the event of any conflict between this summary and the provisions themselves, the provisions shall control.

### PART I - SECTION 4.19

1. Responsibility of Owners. Owners are ultimately responsible for the actions of their tenants, both when they are within an owner's home and when they are utilizing the common area. This responsibility extends to the indemnification of the Association for any damages or other costs and expenses incurred by the Association as a result of the actions of an owner's tenants.

2. Written Agreements and Governing Documents. **Any** rental of a home (whether on a long-term or vacation rental basis) must be by **written** agreement. The agreement must provide that (1) it is subject to Association's governing documents, (2) the tenants must comply with the governing documents, and (3) any violation of the governing documents by a tenant is a violation of the agreement. **Tenants must be provided with a copy of the Association's governing documents.** If an owner fails to correct a tenant's damage or misuse of the common area or to prevent unreasonable disturbance of other residents, the Association has the power to evict the tenant.

3. Information Provided to the Association and Occupancy Limits. Owners are required to provide specific information to the Association. In the case of rentals for one month or longer, each owner must provide the Association with (1) the **names of the tenants**, (2) the **names of the members of the tenants' household**, (3) the **tenants' telephone numbers**, and (4) any other information the Board of Directors deems appropriate. The Association may also require each owner to designate on an annual basis the number of occupants which the owner's home may reasonably accommodate, subject to the approval of the Board of Directors.