

## **R. RENTAL OF UNITS**

2020

Owners who elect to rent their units on a monthly or term basis, either independently or through a property management agent, must comply with the following, including the Bylaws and the Rules and Regulations stated herein:

1. The ABTS Board of Directors may, at its discretion, limit the quantity of units allowed to be rented at any given time. Current limits are as follows: 3 units on poolside; 4 units on deckside and 1 unit on the Promenade.
2. The Board of Directors may, at its discretion, set a monthly fee that all Unit Owners must pay if they lease or rent their Units. The ABTS Board of Directors may adjust the monthly assessment fee from time to time.
3. The monthly fee is subject to the same collection procedures as detailed in paragraph 5.6.
4. Unit Owners must notify the Board of Directors, by completing the Intent to Rent form and submitting it no less than 30 days before commencing to rent their unit.
5. Owners that choose to rent their units must provide proof of general liability insurance in the amount of not less than \$1,000,000, with ABTS named "as additional named insured" must be provided in writing prior to any renter occupancy.
6. The unit owner shall bear all responsibility, fines and assessment for damage associated with the failure of renters to comply with all ABTS Rules & Regulations and the Bylaws.
7. Owners must keep all assessments current in order to continue to rent their units or be eligible to rent.

8. All ABTS owners who rent their units must provide and keep their current contact information on file with the Board of Directors: owners' address, telephone number, email address.

9. Unit Owners are required to provide the Board of Directors with a completed copy of one of the following: the rental lease/rental agreement/occupancy form within 10 days of renting. Failure to comply will result in double rental assessment per each month until the required information is received in the ABTS office.

10. The ABTS Board is only responsible to the ABTS owner and not the renter or management company employed by the owner. The Board of Directors will not participate in a tri-party leasing arrangements.

11. ABTS Board will report any concerns/incidents regarding the renter to the owner and it is the owner's responsibility to address it with their renter/management company.

12. The ABTS Board will take immediate action in the event of an emergency situation that requires emergency services, not limited to police, fire, medical, social services, towing and tradespeople for the safety of all people and the ABTS property. ABTS Board of Directors will notify the unit owner of all actions taken. The owner is responsible for all expenses related to emergencies.

13. ABTS homeowners who are approved to rent their unit for long term rentals then transfer their rights to use the ABTS amenities to their renters. Examples: ABTS Home owners can not use the ABTS swimming pool, laundry facilities, parking lot, community room for their personal use.

14. Owners are not allowed to rent space in the bike shed or laundry storage units for their renters use.

15. For purposes of this section, a renter is a person other than the Unit Owner who, subject to written or verbal rental agreement or lease,

compensates the Unit Owner in exchange for the exclusive use of the Unit, as a domicile, for any length of time.

16. "Renter or Renters" includes relatives other than immediate family members as defined as owners' parents, children of owners, owners' siblings.

17. Rental agreements must abide by all applicable local, state and Federal laws.

18. No Unit Owner may lease or rent less than his or her entire unit.

19. No Unit Owner may rent such Owner's Unit for transient or hotel purposes, which includes short-term vacation rentals.

20. It is the responsibility of the owners who rent their units on a long term basis to keep their tenants informed of the requirements of the By Laws, and Rules and Regulations for the Ambassador by the Sea.

21. All rental agreements must include a copy of the ABTS Rules & Regulations and ByLaws.

22. No renter shall use more than one off street parking space per unit, at any time.

23. Renters are not allowed to have pets.

24. All long term rentals are required to be smoke/vape/aerosols free of any substance (not limited to tobacco, marijuana).

25. Renters will not smoke in any area except the designated smoking area.

