



Cypress Village Master Association, Inc.

RENTAL POLICY

LEASING AND OCCUPANCY

Effective June 14, 2020, the Board of Directors for Cypress Village Master Association, Inc. has approved the following Rental Policy for all homes rented in the Cypress Village Community. This Rental Policy is in effect as of this date and all current or future Leases must comply with this Policy.

1.) General Leasing Provisions:

Leasing of Lots shall be governed by the following provisions:

a.) Notice and Approval. **All leases shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. At least 14 days before entering into a lease, the Owner shall provide The Board with: (A) a copy of the proposed lease; (B) the names and phone numbers of the proposed tenants and all other Occupants of the Lot; (C) the Owner's primary residence address and phone number; and (D) such other information required by the Board, such as Owner's proof of City of Orange Beach Business License.** If the form of a lease is disapproved, the Board shall notify the Owner what changes are required to bring the lease into compliance with the Association Legal Instruments and rules. Nothing herein gives the Board the right to approve or disapprove a proposed tenant; the Board's approval or disapproval shall be limited to the form of the proposed lease. Within ten (10) days after executing a lease for a Lot, the Owner shall provide the Board with a copy of the executed lease

b.) Lease Terms. Lots may be leased only in their entirety; no rooms or fractions of Lots may be leased without prior written Board approval. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of **12 months**, with no auto-renewal, except with written Board approval.

c.) Liability for Compliance. The Owner must provide the tenant copies of the Association Legal Instruments and rules.

d.) The following provisions are incorporated into each lease of any Lot, whether or not expressly stated therein:

(e) Compliance with Association Legal Instruments and Rules. All terms defined in the Declaration of Covenants, Conditions and Easements for Cypress Village Master Association are incorporated herein by this reference. The Owner and each tenant and Occupant shall comply with all provisions of the Association Legal Instruments and rules. The Owner and tenant also are responsible for violations by any Occupants and guests of the Lot; notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation. If a Lot is leased or occupied in violation of the Association Legal Instruments or rules, or if the Owner, Tenant, Occupant or Guest violates the Association Legal Instruments or Rules, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner, Tenant and/or Occupant authorized under the Association Legal Instruments or Rules. If

multiple or continued violations exist with the Tenant, Owner and Tenant agree the Board of Directors may terminate this lease upon **thirty (30) days** written notice for said violations. This Leasing Policy shall be executed by the Owner and Tenant and becomes an Addendum to all leases.

2. Use of Recreational Facilities: The Owner transfers and assigns to the tenant, for the term of the lease, all rights and privileges of the Owner to use any recreational facilities on the Common Property.

3. Enforcement: If a Lot is leased or occupied in violation of the Association Legal Instruments or rules, or if the Owner, Occupant or guest violates the Association Legal Instruments or rules, such violation is deemed to be a default under the terms of any lease or occupancy. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate the lease and/or occupancy and to evict all Occupants, without liability, in accordance with Alabama law. The Association also may require the Owner to evict the Occupants.

4. Rental Policy Agreement: All Owners and Renters are required to acknowledge and agree to this Rental Policy prior to the Board approving a Lease. This Policy will become a part of the Lease as an Addendum and supersedes any language or provision in the Lease which may contradict this Rental Policy.

The Board of Directors reserves the right to review and change these policies at any given time if they are misused or abused.

I have read and been informed about the content, requirements, and expectations of the Rental Policy for Cypress Village Master Association, Inc. I have received a copy of the policy and agree to abide by the policy guidelines.

Owner's Printed Name(s):	Owner's Signature(s):	Date:

Renter's Printed Name(s):	Renter's Signature(s):	Date:
Renter's Email Address	Renter's Phone Number	