



# LEISURE VILLAGE ASSOCIATION, INC.

## RECEIPT OF ALL DOCUMENTS

To ensure that all residents are aware of the Rules & Regulations surrounding the lease process, we are asking for a signature that you have read and understand all documents listed herein.

Following is a list of attached documents, some of which require completion and signature. They should all be thoroughly read and understood.

- 1) Association Information Form (AIF)
- 2) Article XVIII, the Rules & Regulations relative to the lease process
- 3) The LVA Lease Form (Leasing Leisure Village Property)
- 4) Your residential lease, which should be in compliance with Article 18.04 of the Leisure Village Rules & Regulations (LVA does not supply this form)
- 5) Delegation of Facilities Usage Rights Form
- 6) Pet Permit

### IMPORTANT NOTES:

- a) A new tenant lease has a processing fee of \$80.
- b) Any place a document requests the name of the legal owner please state it as it appears on the deed.
- c) PLEASE REMEMBER THAT A NEW LEASE WILL NOT BE ACKNOWLEDGED UNTIL THE LEISURE VILLAGE GENERAL MANAGER HAS APPROVED THE LEASE. NEW MOVE-INS MUST MAKE ARRANGEMENTS THROUGH THE SAFETY & SECURITY DEPARTMENT, 805-484-2861, EXTENSION 223.

Please allow 7-10 business days for processing of the lease. This time period starts when all paperwork is received and all work is completed.

I have read and understand all the Leisure Village Association Rules & Regulations which are available on the website, in the phone directory, or can be obtained from the owner of the unit. I agree to comply with the Association during this process and during my tenancy.

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant's Agent \_\_\_\_\_ Date \_\_\_\_\_

Owner's or Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

4/23/2021

*LEISURE VILLAGE ASSOCIATION*  
*ARTICLE XVIII*  
*LEASING YOUR HOME*

LEASE FORM

18.01 No unit shall be used for anything other than residential purposes. No part of any unit shall be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes. The lease form shall prohibit assignment or subletting without consent of the Board of Directors.

FINANCIAL OBLIGATIONS OF OWNER

18.03 Owners shall continue to be liable for all financial obligations to Leisure Village Association, i.e., monthly Association fees, etc. The obligation to pay assessments by the owner shall not be affected or limited in any way by any tenancy or contractual relationship entered into by the owner.

REVIEW OF LEASE

18.04 All leases or rental agreements shall be in writing. Any lease or rental agreement shall include the following language: "The terms of this agreement are subject in all respects to the provisions of the Leisure Village Declaration of Covenants, Conditions, and Restrictions, Articles of Incorporation, By-Laws, and governing Rules & Regulations. The undersigned, as Lessee or Tenant, acknowledges receipt of copies of each and every one of the documents listed herein above, covenants that he/she will comply with the terms of all such documents and submits to and subjects him/herself to the authority of the Association in the event that any action is necessary to enforce any provision of such documents. Any failure by the Lessee to comply with the terms of such documents shall be a default under the lease."

VALIDITY

18.05 No tenancy is valid until the Association receives a copy of a written lease containing the provisions in Subsection 18.04 set forth above, and a fully completed form "Leasing Leisure Village Property".

USE OF COMMUNITY FACILITIES

18.06 All owners renting their home waive all rights to use the community facilities during the terms of any lease. No tenant shall have the right to use any community facility unless and until Subsections 18.04 and 18.05 have been fully complied with.

LEASE SERVICE CHARGE

18.07 A processing fee as determined by the Board of Directors is required each time a property initially becomes rental property or a lease is renewed with a new tenant. This processing fee shall be paid by the owner and shall accompany the form "Leasing Leisure Village Property" and the written lease form.

*EVICTON*

18.08 Owner shall evict a tenant upon demand by the Association for any repeated infractions by the renter. The Association may also enforce the provisions of this section by seeking appropriate injunctive relief against any non-complying owner or tenant in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to an award of attorney fees and costs.

*LEASE TERM*

18.09 The residences shall not be rented by the owner or their representatives for a period of less than thirty (30) days.

As of 4/22/21

# LEASING LEISURE VILLAGE PROPERTY

The undersigned owner(s) will be leasing their home at \_\_\_\_\_ for:

1.  A minimum of 30 days (or month-to-month).
2.  For an extended period of time. From \_\_\_\_\_ to \_\_\_\_\_.

For the Association to issue gate passes to a tenant we require a copy of the lease packet. From that point forward it is only necessary to provide the Association with a copy of the lease packet when the tenant changes. However, we do require a copy of the lease only when extending a long-term lease. It is the responsibility of the owner to notify the Association Office when a tenant remains each month on a month-to-month lease.

*Each new tenant lease requires a Service Fee of \$80.00. Service Fees for new tenant leases are to be paid by the owner and the correct amount shall accompany the lease packet.*

Owner(s) by signature below, herein agree that they will be fully responsible for informing and requiring tenant(s) to abide by the Declaration of Covenants, Conditions and Restrictions (CC&Rs), the By-Laws and all Rules & Regulations duly-adopted by the Board of Directors of Leisure Village and have provided copies of the above-named documents to the tenant(s). The owners(s) shall continue to be liable for all financial obligations to the Association. Owner(s) may be called upon to evict tenants if they do not abide by the Rules & Regulations. Owner(s) lease must include that lease will not allow subletting or consent to sublet. The owner(s) intend that the home be occupied during the lease period by:

1. Mr/Mrs/Miss \_\_\_\_\_ Date of Birth \_\_\_\_\_
2. Mr/Mrs/Miss \_\_\_\_\_ Date of Birth \_\_\_\_\_
3. Mr/Mrs/Miss \_\_\_\_\_ Date of Birth \_\_\_\_\_
4. Mr/Mrs/Miss \_\_\_\_\_ Date of Birth \_\_\_\_\_

The owner(s) intend that the above-named individuals, during the time they occupy the home, shall be entitled to the use and enjoyment of all community facilities and services. The owner(s) waives all rights to use and enjoyment of the community facilities and services during the period of the lease.

\_\_\_\_\_  
OWNER(S) INITIAL

## FOR STAFF USE ONLY

Verify that the Leisure Village Service Fee has been paid and received:

LVA Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**\*\*\*THE FOLLOWING PAGE STATES YOUR RESPONSIBILITY TO THE RULES & REGULATION\*\*\***

The following are excerpts from the Leisure Village Association, Inc., Rules & Regulations that you are being asked to read and sign to:

1.01 The Association Board of Directors may take disciplinary action against resident or non-resident members of the Association, or any tenant, for breach of any Rules & Regulations, By-Laws, CC&Rs, or Articles of Incorporation, as provided herein. In all cases, however, the member (owner) is responsible for the actions of his or her tenants, as well as all guests, employees, invitees and other visitors of both the member (owner) and tenant. Disciplinary action authorized hereunder may consist of one or both of the following:

- a. A monetary penalty not to exceed \$100 for each case;
- b. Suspension of the right to use any facilities owned, operated, or managed by the Association for a period not to exceed thirty (30) days.

1.02 Before any disciplinary action is taken, any member or tenant shall be entitled to a hearing before the Board of Directors or other persons designated by the Board of Directors. The hearing shall be held not less than fifteen (15) nor more than twenty (20) days after mailing, by first class mail, the written notice of the nature of the violation, which notice shall also state the time and place of the hearing. Any member or tenant shall have the right to appear at said hearing in person, by counsel, or both, and shall have the right to present evidence on his or her behalf orally or in writing.

1.03 Failure to pay any monetary penalty within ten (10) days after imposition thereof shall constitute a separate offense.

1.04 In addition to the remedies specified in these Rules & Regulations, the By-Laws or CC&Rs, any member or tenant found to be in violation of these Rules, the By-Laws or CC&Rs shall be liable to the Association for any and all attorney fees and other costs incurred in enforcing these Rules & Regulations, the By-Laws, or the CC&Rs of the Association.

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OWNER'S NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_  
OWNER'S SIGNATURE \_\_\_\_\_  
DATE SIGNED \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_

As tenant(s) listed below, we certify that we have been fully informed by the owner(s) of this property of our complete responsibility to abide by the Declaration of Covenants, Conditions & Restrictions (CC&Rs), the By-Laws and the Rules & Regulations of the Association. We further certify that the owner(s) of this property has provided us with copies of ALL of the legal documents listed above. *We certify that ONE TENANT IS 55 YEARS OF AGE OR OLDER.*

TENANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
TENANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

COMPLETED BY \_\_\_\_\_ DATE \_\_\_\_\_

Reviewed by Leisure Village Association, Inc., General Manager

GENERAL MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

**LEISURE VILLAGE  
ASSOCIATION INFORMATION FORM ("AIF")**

NEW MOVE IN \_\_\_\_\_

UPDATE \_\_\_\_\_

PHONE UPDATE \_\_\_\_\_

**A. LEISURE VILLAGE ADDRESS:**

1. \_\_\_\_\_ RESIDENCE PHONE: \_\_\_\_\_

CELL NUMBER: \_\_\_\_\_ CELL NUMBER: \_\_\_\_\_

**GATE: INPUT ALL NUMBERS LISTED ABOVE**

**B. IS THIS RESIDENCE LEASED? YES  NO  ORIG  RENEWAL  LEASE DATE \_\_\_\_\_ THRU \_\_\_\_\_**

**C. LEGAL OWNER(S) (as on title)                      MAILING ADDRESS                      TELEPHONE**

1. \_\_\_\_\_

2. \_\_\_\_\_

**D. INDIVIDUALS RESIDING AT ABOVE ADDRESS  
NAME**

**DATE OF BIRTH**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**E. LISTING FOR TELEPHONE DIRECTORY: PHONE NUMBER: UNLISTED**

NAME: \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_ (PRINT CLEARLY)

NAME: \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ (PRINT CLEARLY)

**ONLY TWO PHONE NUMBERS AND TWO E-MAILS PER ADDRESS WILL BE LISTED IN THE PHONE DIRECTORY.  
IF INSTRUCTIONS IN THIS SECTION ARE NOT CLEAR YOU WILL NOT BE LISTED IN THE PHONE DIRECTORY - THANK YOU!**

**THE FOLLOWING INFORMATION IS OPTIONAL**

**F. PERSONS TO BE NOTIFIED IN AN EMERGENCY: (FAMILY MEMBER OR LVA FRIEND OR NEIGHBOR)**

**NAME    ADDRESS    RELATIONSHIP**

1. \_\_\_\_\_

HOME PHONE \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_

**NAME    ADDRESS    RELATIONSHIP**

2. \_\_\_\_\_

HOME PHONE \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_

**G. PETS: TYPE \_\_\_\_\_ NAME \_\_\_\_\_ TYPE \_\_\_\_\_ NAME \_\_\_\_\_**

SIGNED: \_\_\_\_\_ PRINT NAME \_\_\_\_\_

**DISTRIBUTION: SECURITY, ACCOUNTING, EXECUTIVE ASSISTANT AND ADMIN ASSISTANT**



# LEISURE VILLAGE ASSOCIATION, INC.

## DELEGATION OF FACILITIES USAGE RIGHTS

This form must be on file for all tenant-occupied property. If this form is not completed and returned to the Association Office, your tenants will not be allowed the use of the common facilities and passes issued to guests. A new form must be filled out with each change of tenants.

OWNER \_\_\_\_\_  
(Please Print)

BILLING ADDRESS \_\_\_\_\_

HOME NUMBER \_\_\_\_\_ WORK \_\_\_\_\_ CELL \_\_\_\_\_

RE \_\_\_\_\_  
(Village Address)

In accordance with Article 7.3 of the CC&Rs, I, as a Leisure Village homeowner, hereby delegate my rights of enjoyment of the common area and facilities to my following tenants:

FIRST & LAST NAME	MI	AGE	HOME PHONE	WORK PHONE	CELL
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

I understand that as the owner of record for the property described above I am responsible for informing my tenants of the Rules & Regulations and standards of the Leisure Village Association, Inc. I am aware that in the event of any misuse, abuse and damage to the common area and facilities by my tenants I may be held liable.

\_\_\_\_\_  
(Owner Signature)

\_\_\_\_\_  
(Date)

4/23/2021

