

## **Rental of West Campus Point Units:**

### **Covenants, Conditions, and Restrictions (CC&Rs) and other considerations**

- Units at WCP are intended solely for faculty owner-occupants and rental arrangements are for the time frame as specified by the CC&Rs.
  - Owners must provide a copy of the lease agreement to the management company.
  - Rentals are for a **minimum** of 30 days and generally a maximum of 12 months.
- There is to be no business use of units, including the rental of the unit as a business (Vacation Rental by Owner, VRBO, such as Airbnb).
- Owners are responsible for conveying information to their tenants regarding maintenance and other issues. Renters are not on the distribution list for WCP announcements; owners must convey WCP alerts to their tenants. Our management company sends tenants the monthly newsletter via email.
- Homeowners should make sure that their tenants contact them immediately if there is an issue regarding maintenance in a unit that would have an impact on WCP (for example, gas or water leak).
- Homeowners should be aware that their homeowner's condominium insurance policy might not cover damage occurring in their unit when it is rented. Renters should be aware that their property is likely not covered by the homeowner's policy. Both owners and tenants should check with their insurance agents about coverage.
- Renters at West Campus Point Faculty Housing are required to abide by the Covenants, Conditions and Restrictions (CC&Rs) of the Home Owners' Association. The following items are drawn from the CC&Rs.

### **Article X – Use and Restrictions.**

#### **LIMITATIONS ON LEASING**

Article XII, section 7, c of the WCP CC&R's reads, in part, "No Owner shall enter any lease or rental agreement which shall have a term longer than 12 months or which, when added to the term of any prior lease or rental agreement, would result in the occupancy of a Residence by tenants for more than 13 months within the preceding twenty-four (24) months without prior written consent of the Declarant, provided, however, that if such lease shall be entered in conjunction with an academic leave approved by the Chancellor of the University of California, Santa Barbara, the occupancy of the Residential Lot by tenants may extend to the duration of such leave.

#### **COPY OF RENTAL AGREEMENT IS REQUIRED**

One of the conditions in leasing a condominium requires that a copy of the rental agreement be provided to the association. If you have a tenant living in your condominium please forward a copy of

the rental agreement to Bartlein & Company, Inc. for the association's files. You may email a copy to Dave Russo at [DaveR@Bartlein.com](mailto:DaveR@Bartlein.com)

**Information to be sent to renters:**

**1. Pool keys and pool key paddles. Each unit is issued at Association cost one pool key that is marked "do not duplicate" and a distinctive yellow and blue pool paddle marked WCP. Owners should use the pool key/tag for pool use. Owners shall not lend or give away the pool key/tag assemblage to non-residents. Lost or stolen key assemblages shall be reported to the management company and the Owner will pay for a replacement of the key and/or paddle.**

**1. Pool and Hot tub Use**

- a. Pool users must use the pool key / paddle assemblage to enter and exit the pool. The key assemblage identifies the user as a resident.
- b. Children under 12 may \*not\* use the pool or hot tub without adult supervision.
- c. Pool and hot tub hours are between 7 a.m. and 10 p.m. Those using the pool and hot tub outside those hours are subject to the police being called.
- d. Owners are responsible for their family, children, guests, and invitees at the pool.
- e. Pool and hot tub users shall not bring glass into the pool complex.
- f. No smoking in the pool complex.

1. **No business use of residence.** No residence shall be used except for residential purposes. No part of the Project or any Residence shall ever be used or allowed, authorized or caused to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, or other nonresidential purpose, except for professional or academic endeavors not requiring the continuing presence of any employee or business invitee.
2. **Billboards.** Except for signs approved by the Architectural Review Board for the benefit of the Project and temporary signs approved by the Board of Directors, no signs of any kind shall be displayed in public view on or about the exterior of any Residence, except signs not larger than is reasonable and customary in the area advertising such Residence for sale or lease.
3. **Children.** Each homeowner shall be accountable to the remaining owners, their families, visitors and guests and invitees for the conduct and behavior of his or her children and any other children residing in or visiting his or her residence.
4. **Pets.** No owner shall maintain or keep more than two usual and ordinary pets (exclusive of tropical fish but including caged birds). Such pets shall not be allowed in the Common Area except as permitted by the Rules and Regulations adopted by the Board, and, in particular, no dog shall be allowed in the Common Area without a leash. Each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, servants, tenants, and invitees for any damage to person or property caused by any pet brought into or kept upon or in the Project by an Owner or members of his family, guests, invitees, or tenants. Except as provided in this Section 4, no animals of any kind shall be brought within the Project or kept in or on any

Residence. The Association may prohibit the keeping of any animal that in the sole and exclusive opinion of the Board constitutes a nuisance to any other Owner.

5. **Offensive Activities.** No owners shall permit or suffer anything to be done or kept upon his or her Residence or in the Common Area which will increase the rate of insurance thereon or will obstruct or interfere with the rights of other Owners, their families, guests, and invitees, nor annoy them by unreasonable noises, vibrations, bright or flashing lights or otherwise, nor shall in any way interfere with the quiet enjoyment of each of the Owners of his or her respective Residence, nor will he or she commit or permit any nuisance, noxious, illegal or offensive activity to be permitted thereon or therein.
6. **Owner Negligence.** Each Owner shall be liable to the Association for any damage to the Common Areas or any equipment thereon which may be sustained by reason of the negligence or intentional acts or omissions of any said Owner, his family, guests or invitees, to the extent that any such damage shall not be covered by insurance.
7. **Rubbish.** Unless the Association has done so each owner shall arrange for regular removal of rubbish, trash and garbage from his or her residence and shall insure that all refuse, containers, woodpiles, storage areas, machinery and equipment shall be obscured from view of adjoining Residences and streets by a fence or appropriate screen approved by the Architectural Review Board.
8. **Prohibited Restrictions.** No Owner shall execute or file for record any instrument which imposes restrictions upon the sale, leasing or occupancy of his or her Residence on the basis of race, color, religion, sex, sexual orientation, age, marital status, or national origin.
9. **Storage.** No owner shall park or store machinery, equipment, baby carriages, playpens, bicycles, wagons, benches or chairs on any part of the Common Area, except that such personal property may be stored in storage areas, if any, that may be designated by the Association for that purpose. Sun decks and other recreational areas may be used for their customary purposes.
10. **Antenna and Clothesline.** No television or radio poles, antenna, satellite transmission or reception equipment, flagpoles, clotheslines or external fixtures other than those originally installed by Declarant or approved by the Architectural Review Board, and any replacements thereof, shall be constructed, erected or maintained on or within the Project or any structures on it. No wiring, insulation, air conditioning or other machinery or equipment other than that originally installed by Declarant or approved by the ARB, and any replacements thereto shall be constructed, erected or maintained on or within the Property or any structures on it. Each Owner shall have the right to maintain television or radio antenna within completely enclosed portions of his or her Residence. The location of common antenna or connection facilities for cable television shall be solely as designated by the ARB.
11. **Use of vehicles.** No truck, boat, trailer, van, camper, recreational vehicle or tent shall be used as a living area while located in the Project. No truck, trailer, van or recreational vehicle may be stored, other than within a garage of a Residence, within the project by any Owner unless it is that Owner's principal means of transportation. No vehicle repairs other than oil changes, minor tune-ups, or simple repairs that can be completed within two hours shall be commenced upon any driveway, parking area, or other visible place. No waste fluids, parts, or other materials shall be dumped in any drain or on any part of the Project. No vehicle that is not in good

working condition shall be permitted to remain on any part of the Common Area, parking areas, or driveways.

12. **Personal business records permitted.** No restrictions contained in this Article shall be construed in such a manner as to prohibit any Owner from the use of a Residence to (a) maintain his or her personal, professional library; (b) keep his or her personal business records or accounts; or (c) handle his or her personal or professional telephone calls or correspondence. Such uses are expressly declared to be customarily incident to the residential use of the Project and not in violation of any provision of this Article.
13. **No exploration for minerals.**
14. **Restrictions Applicable to Guests, etc.** The use of any Residence or of the Common Area or any portion thereof by any guest, invitee or tenant of any owner shall be subject to all the provisions of the provisions of this Declaration, including, without limitation all of the use restrictions imposed under this Article, the Bylaws and Rules and Regulations of the Association, and the Association may proceed directly against such guest, invitee, or tenant in the enforcement of the provisions of this Declaration, the Association Bylaws or the Association's Rules and Regulations.
15. **Fences and Screens.** No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the Project, except those that are installed in accordance with the original construction of the Project, and their replacements or as are authorized and approved by the Architectural Review Board.
16. **Gas or Liquid Storage.** No tank for the storage of gas or flammable liquid shall be installed upon or in the Project unless such installation is done by Declarant or has been approved by the Board.
17. **Diseased plants.** No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown or maintained within the Project.
18. **Common Area Trees.** No Owner shall cut, trim, prune, remove, replace, or otherwise alter or affect the appearance or location of any tree, plant or other vegetation located in any portion of the Common Area without the prior written consent of the Board. The Association may recover from any Owner violating this Section the cost of restoring or replacing any such vegetation.  
[Note: The Architectural Review Board has approved homeowner planting and maintenance of the common area exclusive use carport strip by a unit, within specified guidelines, as well as within guidelines a three-foot space in front of the wall with the unit's chimney, designated the "fireplace strip." Owners of units with no back wall facing the ocean must maintain a three-foot strip from the patio's edge.]
19. **Exterior Alterations.** No Owner shall make any alterations or modifications to the exterior of the buildings, fences, railings or walls situated upon his or her Residential Lot without the prior written consent of the Architectural Review Board. Any structural, plumbing or electrical modification, alteration or addition to or of a Residence shall (a) conform to the standards for construction contained in the California Administrative Code, as amended from time to time, and (b) be approved, in advance, by the ARB.

20. **Owner Maintenance.** Except as provided in Article VII, Section 3 with respect to Association maintenance and Article VIII, Section 3 with respect to party wall repairs, each Owner of a Residence shall use and maintain his or her Residence in conformance with Article VII, Section 4 hereof.
21. **Obligation for taxes.**
22. **Remedies.** The failure of any Owner to comply with any provision of this Declaration, the Articles, the Bylaws, or the Association's Rules and Regulations, shall give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages or for injunctive relief or both.