

**SOUTHWIND SHORES, SECTION II, PROPERTY OWNERS ASSOCIATION, INC.
RENTAL FORM**

Date _____ Lot number _____

The Southwind Shores II Property Owners Association (SWSPOA), pursuant to its policy governing the rental of property in the Southwind Shores II subdivision, requires a SWSPOA member (property owner) to submit the following to the President at least three days prior to the effective date of any rental in Southwind Shores II if the information has changed:

1. Property owner's name, address:

2. Renter(s) name, address, and phone number (or, at the discretion of the Association's Board of Directors, the name, address, and phone number of the renter's agent may be submitted for that of the renter's):

3. N/A Check here if the Southwind Shores II -property owner is assigning such property owner's **ONE Common Area** boat dock slip use to the renter for the period of the rental (any property owner's use of common area boat dock/slip space is subject to any rules or regulations that may be adopted by the Board.)

The property owner(s) and renter(s) specified above agree to the following:

- (1) Renter(s) shall conduct himself/herself, and other persons on the premises with the renter's consent, shall conduct themselves in a manner that will not disturb neighbors or other community residents' peaceful enjoyment (e.g., no loud or disruptive behavior after 10PM in accordance with the Spotsylvania County Noise Ordinance),
- (2) Renter(s) shall comply with all Southwind Shores II POA Declaration of Protective Restrictions and Covenants and By-Laws (the Covenants).
- (3) Renter(s) shall not litter in the community,
- (4) Renter(s) shall have their dogs on a leash and shall pick up the dog's waste.
- (5) Renter(s) shall not camp on the rental property,
- (6) Renter(s) shall park only at the rental property. At NO time shall parking be permitted on another owner's property.
- (7) Renter(s)' use of the Southwind Shores II common areas, where allowed, shall be in a reasonable and orderly manner.

All property owners and those who rent property in the Southwind Shores II subdivision are subject to all Restrictive Covenants and By-Laws. Any property owner or member of the Association who rents their property to another (renter) shall make the governing documents available to such renter(s). Property owners are responsible for their renters' compliance with these regulations. As such, the property owner may be assessed penalties for violations.

SOUTHWIND SHORES, SECTION II, PROPERTY OWNERS ASSOCIATION, INC.

I have received, read and agree to abide by The Southwind Shores, Section II, Property Owners Association, Inc. Covenants and By-Laws and Rental Form as contained in this binder.

Name of Renter

Date

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SOUTHWIND SHORES, SECTION II, PROPERTY OWNERS ASSOCIATION, INC.
Protective Restrictions and Covenants
And By-Laws

ARTICLE VIII. RENTAL OF DWELLING HOUSES

SECTION 1. Rental Conditions And Restrictions

1.1: Owners that rent dwelling houses cannot rent for less than one (1) week at a time; daily, weekend, or less than one-week rentals are not permitted. Owners can file a request to the Board for permission to rent for less than one (1) week. Permission may be granted by the Board and must be received in writing from the Board. Owners that rent are responsible for ensuring that their tenants, guests, agents, and assignees comply with the Southwind Shores Section II Declaration of Protective Restrictions and Covenants of the Association. Owners shall provide a copy of the Covenants and By-Laws to all renters.

1.2: Owners shall submit a current copy of the Residential Rental Agreement Lease to the Board. Owners shall agree to add any and all changes to the Rental Agreement that the Board deems necessary to bring the rental document into compliance with SWS II By-Laws and Covenants, Spotsylvania County code and Virginia state regulations.

1.3: Owners that rent shall provide a primary and alternate 24-hour designated point of contact to the President of SWSPOA or other person or persons designated by the Board of Directors.

1.4: Owners that rent shall not advertise that their dwellings contain more bedrooms than approved in their health permit on file with Spotsylvania County, and occupancy capacities shall be in accordance with Spotsylvania County and Virginia state regulations.

1.5: Owners that rent may temporarily convey to tenants, during their period of tenancy, all access privileges to common areas and facilities except the pavilion. The rental contract shall contain a provision whereby the tenant waives all liability against the Association for any incident or action that may occur in common areas and facilities owned or maintained by the Association

1.6: The SOUTHWIND SHORES II PROPERTY OWNERS ASSOCIATION RENTAL FORM must be completed and submitted to the Board prior to the rental of any lot.