

Crystal Shores West Association

Short Term Rental Policy, Rules and Regulations

Adopted January 20, 2018

Legal Authority

WHEREAS, the State of Nevada legislature has authorized unit owners' and condominium associations organized under Nevada Revised Statute ("NRS") §116.3101, including the Crystal Shores West Association ("CSWA") per Nevada Revised Statutes ("NRS") §116.011, to establish requirements and restrictions on the "transient commercial use" of condominium units; and

WHEREAS, "transient commercial use" is defined by NRS §116.340.4(b) as the use of a unit for remuneration as a hotel, inn, motel, resort, vacation rental or other form of transient lodging if the term of the occupancy, possession or use of the unit is for less than thirty (30) consecutive calendar days; and

WHEREAS, the term "transient commercial use" applies to short term rentals of less than thirty (30) consecutive calendar days; and

WHEREAS, NRS §116.340.4(a) defines "remuneration" to mean any compensation, money, rent or other valuable consideration given in return for the occupancy or use of a condominium unit; and

WHEREAS, NRS §116.340.3 provides that CSWA may establish requirements for and limitations on the transient commercial use of a condominium unit, including, but not limited to, the payment of additional fees that are related to any increase in services or other costs associated with the transient commercial use of the unit; and

WHEREAS, pursuant to the rights and powers set forth in CSWA's *Articles of Incorporation of Crystal Shores West Association* ("Articles"), dated July 16, 1964, the *Restated Declaration of Covenants, Conditions, Restrictions and Easements of Crystal Shores West, a Condominium* ("CCRs"), dated October 9, 2004, the *Restated Bylaws* ("Bylaws") [hereinafter sometimes jointly referred to as "governing documents"] and in accordance with state law in NRS §116.340, CSWA has the right to promulgate reasonable rules and regulations governing short term leasing and occupancy of units, including (a) rental conditions, (b) rental policies, (c) parking regulations, (d) noise restrictions, and (e) other lawful subjects; and

WHEREAS, Article V, subsection (a) of the CCRs provides that "each unit *shall be used as a residence for a single family and for no other purpose . . .*"; and

WHEREAS, Article X, subsection (b) of the Articles provides "Not more than one single family may be an owner of an interest in a condominium . . ."; and

WHEREAS, CSWA's governing documents provide that CSWA condominium units are designed and intended for residential purposes and use only; and

WHEREAS, CSWA finds that it is in the best interests of CSWA and its members that short term commercial or hotel-like leasing of units for short periods [as defined herein] should not be permitted because *inter alia*, such activity contradicts the intent of the governing documents, leads to disruptive, unregulated and uncontrollable transient rentals, and damages the community single family-like environment envisioned.

NOW, THEREFORE, THE FOLLOWING SHORT TERM RENTAL POLICY, RULES AND REGULATIONS ARE HEREBY ADOPTED:

Short Term Rental Policy, Rules and Regulations

1.0. Definition of "Renter". Any person or persons occupying a Crystal Shores West Association unit in the physical absence of the owner or the owner's immediate family, when for rent or remuneration, shall be considered a renter and be subject to all rules and regulations that apply to a renter's use of Crystal Shores West Association units. Said individuals shall not be considered guests. "Immediate family" includes parents, grandparents, spouses, children, siblings, nieces, nephews, uncles, aunts, grandchildren and great-grandchildren.

2.0. Short Term Rentals (Rentals less than 30 days). The rental or lease of a unit for less than thirty (30) days shall be subject to the following limitations, restrictions and regulations:

2.1. Number of occupants. The maximum number of occupants during a rental shall not exceed eight (8) persons (excluding children under the age of 12 months).

2.2 Guests. Renters shall be permitted guests, but the number of occupants plus guests shall not in any event exceed a total of (8) persons in the rental unit at any one time.

2.3. 5-Night Minimum Rule. Every rental shall be for a minimum period of five (5) consecutive nights. (i.e., no rental may be for a shorter period of time except as provided in 2.13.)

2.4 One Rental Per Week Rule. In addition to the 5-Night Minimum Rule in 2.3, no owner may rent their unit more than one time during any seven-day period.

2.5. Pets. Renters shall not be allowed to have any pets on the property.

2.6. Use of Garage. Renters shall have the right to use any garage assigned to the unit.

2.7. Maximum of 2 vehicles. Renters, including their guests, shall not be allowed more than two (2) vehicles on the property. Motor homes, boats and boat trailers shall not be permitted on the property at any time. Renters and guests shall comply with all parking rules and regulations. Unit owners shall require their renters to place a placard on the dashboard of each vehicle parked by their renters (and their guests) on Association property which states the unit number being rented.

2.8. Registration of Unit. Owners of all rental units shall register their units with the Crystal Shores West Association Community Association Manager before renting their unit.

2.9. Use of Rental Agent/Company. Owners using a rental agent or company shall notify the Crystal Shores West Association Community Association Manager that an agent or company is involved in renting their unit. The rental agent or company shall register with the Association's Community Association Manager. Upon registration, the agent or company shall pay a \$50.00 annual fee for each separate unit the agent or company represents to cover administration costs and management costs.

2.10. Notice of Rental/Lease. Seven (7) days prior to the arrival of new tenants, the owner or rental agent shall register all tenants and guests with the Crystal Shores West Association Community Association Manager. [A "Rental Registration Form" is available on the Crystal Shores West Association's web site.] It is the owner's responsibility to ensure that they or their agent executes and delivers to the Community Association Manager the required administrative rental documents and pays the annual \$50.00 nonrefundable fee prior to the rental.

2.11. Immediate Local Contact. During any short term rental, the owner or agent renting the unit shall provide the Crystal Shores West Association Community Association Manager with the name, email address and telephone number of a *local* contact who has the ability to immediately respond to a problem and or emergency.

2.12. Insurance. Owner shall secure liability insurance to cover the potential liabilities and exposures created by short term rentals by providing the Association with proof of said insurance and by adding the Association as an additional insured to said liability policy. Said liability insurance shall be in an amount not less than \$50,000 combined single limit and shall name the Association as an additional insured to such policy.

2.13. "Winter" and Off-Season. The provisions of this short term rental policy shall apply all year, however during the months of October, November, December, January, February, March, April and May the minimum required rental period stated in 2.3 shall be reduced to three (3) consecutive days.

2.14. Presumption and Burden of Proof. In the enforcement of the provisions herein, it shall be presumed in the absence of reasonable proof to the contrary that any person occupying a unit when the owner or owner's immediate family are not present has paid or is paying rent in some form. The burden of proof in any enforcement proceeding is on the unit owner to prove otherwise by providing reasonable and convincing evidence.

3.0. Penalties. For each violation of 2.1, 2.3, 2.4, 2.8, 2.9, 2.10 and 2.13, above, the unit owner in violation shall be subject to a penalty of \$200.00.

3.1. An owner may appeal the decision to impose a penalty by filing an appeal within ten (10) days of receiving notice of the penalty.

3.2. The President of the Board or his or her authorized designee shall conduct an informal evidentiary hearing to determine if the penalty is justified.

3.3. A decision shall be rendered with thirty (30) days of the appeal hearing date.

3.4. Payment of the penalty shall be subject to the provisions found in the governing documents and state law.