

## **Rules for Owners who Lease Residences – River Rim Ranch**

The Board of the River Rim Ranch Owners Association (“Board”) is responsible for insuring that River Rim Ranch Division I is preserved as a residential neighborhood for the peaceful enjoyment by its Residential Owners. The Board acknowledges that Owners may lease their residences, while also recognizing its duty to manage our neighborhood to preserve its residential nature. To that end and as provided in the Bylaws, the Board deems it appropriate to issue uniform rules to apply to all leased residences. These Rules may be amended by the Board from time to time, as circumstances may require.

The Board’s goal in issuing these Rules is to relieve resident Owners of the burden of directly addressing the behavior of Tenants when that behavior creates either a safety concern or disrupts an Owner’s ability to peacefully enjoy his or her residence and surrounds. Owners who lease residences receive the financial benefit of leasing, but when those Owners are not at River Rim, it is often left to the resident Owners to deal with the noise and disruptions that Tenants can cause and to bear the burden of trying to resolve those situations.

The Board believes that Tenants, when informed in advance of these Rules, can plan their visit to River Rim appropriately, and will know beforehand what to expect. With fewer surprises after arriving, and no need for resident Owners to inform them of the Rules after arrival, Tenants and resident Owners should all be able to enjoy their stays at River Rim.

Therefore, any Residential Owner (“Owner”) in River Rim Ranch Division 1 (“River Rim”) who leases his or her or its residence shall agree to abide by the Rules outlined in this document.

### The Rules for Owners who lease a residence are as follows:

1. Before leasing the residence, the Owner must submit to the Board an insurance binder, declaration, or certificate issued by the Owner’s insurance carrier for the residence which confirms:
  - a. that River Rim Ranch Owners Association has been named as an “Additional Insured” on that policy;
  - b. that the policy includes coverage or an endorsement for the use of the residence as a rental; and
  - c. that the policy has coverage of at least \$1 million accessible to the additional insured.
2. Tenants will be subject to the “Rules for Tenants – River Rim Ranch”, a copy of which is supplied with this document. It is the Owner’s responsibility to understand the Rules for Tenants and to ensure that Tenants comply with those rules.
3. Any form of lease used by the Owner to rent a residence must include a copy of the “Rules for Tenants – River Rim Ranch” to put potential Tenants on notice that they will be subject to those

Rules. The Board may request a copy of the Owner's lease form at any time, upon reasonable notice, to ensure that the "Rules for Tenants" are part of the lease contract.

4. Prior to the date the Tenant takes occupancy of the residence, the Tenant shall have signed, dated, and returned to the Owner a copy of the "Rules for Tenants – River Rim Ranch". The Owner shall be responsible for retaining a copy (electronic, hard copy, or otherwise) of all such signed tenant agreements for a period of three years. The Board may request copies of these signed documents from time-to-time, upon reasonable notice to the Owner.
5. The Board suggests that these Rules should be posted in each residence while it is occupied by Tenants. The Board will provide a one-page copy of the Rules to an Owner on request.
6. Per the Bylaws, assessments may be imposed by the Board upon Owners for (a) an Owner's failure to comply with the CCRs or the rules described in this document, and (b) a Tenant's actions which violate the terms of the Rules for Tenants. The Board will determine the amount of any assessment depending upon the extent and severity of any violation and may increase assessments if violations are for repeat offenses. The Owner will be provided with a notice and opportunity to respond to the Board before an Assessment is levied.
7. Owners who lease a residence must provide either (a) the name of a local, professional property manager who agrees to be responsible to deal with Tenant issues, or (b) a list of three (3) local Teton Valley contacts for the same purpose. The name of the property manager or list of contacts shall be sent by email to the Board Secretary, and updated by the Owner as needed. This information will be made available by email to all Owners in River Rim.
8. If an issue arises with a Tenant, the resident Owner who would otherwise need to deal with the issue may contact the following, in any order reasonable under the circumstances: (a) the Owner who leased the property, (b) the designated property manager or any of the designated local contacts, and then (c) if none of the Owner or their designated manager or other contacts can be located, or if none of them is willing or able to both respond to and deal with a reported issue with a Tenant, the Teton County Sheriff. Other Residential Owners at River Rim will not be required to deal with Tenants who are creating problems or who are disturbing the quiet enjoyment of other homes. This shall be the sole responsibility of the Owner who has leased the residence.
9. Owners may not advertise the Overlook Lodge or River Rim's common areas (except for the trail system) as an amenity that can be used by the Tenant.
10. No Director or Officer of the Board shall be responsible for advising any Owner regarding any legal, liability, or tax issues of any lease, insurance documentation, or other documents submitted to the Board for purposes of this agreement.

By signing this document, the Owner acknowledges and agrees as follows:

The Owner has read and understands the **Rules for Owners Who Lease Residences** and the **Rules for Tenants** of River Rim Ranch, accepts those rules, and intends to abide by those Rules.

The Owner represents and promises that the Owner will provide (a) a signed copy of this document, (b) the form of lease that will be used for renting the Owner's residence, (c) proof of additional insured coverage, and (d) contact information for emergency contacts, to the Board on a timely basis.

The Owner shall **indemnify and hold harmless** the River Rim Ranch Owners Association and its owners, agents, and employees from and against any and all liabilities, claims, damages, losses, costs and expenses, including without limitation attorneys' fees, with respect to the Tenant's conduct occurring in or about River Rim Ranch. The Owner acknowledges that River Rim Ranch Owners Association shall rely upon the Tenant's agreements recited in this document.

**NOTE:** *A copy of this document must be signed, dated, and submitted by the Owner to the Board Secretary at the beginning of each calendar year in which an Owner intends to lease the Owner's residence. For calendar year 2020, each Owner who is currently leasing, or who plans to lease a residence during 2020, shall sign, date, and submit a copy of this document as soon as practical after receiving this document.*

Dated: \_\_\_\_\_ Owner signature: \_\_\_\_\_

Print Owner name: \_\_\_\_\_

If the Residence is held by an entity, print the name of the entity and the capacity in which you act on behalf of that entity:

\_\_\_\_\_

Owner Cell Phone: \_\_\_\_\_

Information and documents may be provided to the Board by email or US mail.

Board email: [riverrimboard@gmail.com](mailto:riverrimboard@gmail.com)

Board mailing address: River Rim Ranch Owners Association  
PO Box 335  
Tetonia ID 83452