

LAKE OF THE PINES ASSOCIATION POLICIES & PROCEDURES



Owner-Tenant

The By-Laws of the Lake of the Pines Association defines Tenants as persons other than Voting or Associate Members residing within the subdivision. It further stipulates that a roster of Tenant Members shall be kept sufficiently current to assure proper identification and control. To conform with these regulations, as well as ensure secured ingress and egress within the subdivision, the following policy relative to Tenants, as defined above, will apply:

A. Limitation on Short-Term Leases and Rentals

No Lot may be leased or rented for less than thirty (30) days, excluding Lots leased or rented between one Owner Member and another Owner Member. Lease or rental agreements for Lots may not contain provisions for early termination that evade this thirty (30) day limitation. This limitation is intended to prevent, among other things, leases or rentals to non-Owners for transient or hotel purposes.

B. Condition of Property

All property shall be maintained at all times in such a manner as to prevent it becoming unsightly by reason of unattractive growth on such property or the accumulation of rubbish or debris thereon (CC&R's, Article VII, Section 2 Article VIII, Section B).

C. General

1. Owner's Obligation

Owners are required to notify the association when renting their property and provide a copy of the signed rental agreement, and the property management agreement if applicable, to the Administration office. It will be the obligation of the owner to notify tenants that they must register with the Administrative Office within five days of beginning rental period. Owner should notify tenants they are prohibited from subleasing the unit as well as using the unit for purposes other than a single-family dwelling.

By authority of the CC&Rs, Article XIII, Section 6, the Owner shall be responsible for any breach or violation of any Association Governing Document by their tenant, their tenant's guests or their tenant's employees. This includes the financial responsibility for any fines incurred due to the above referenced actions.

Owners' access to GateAccess.net will be deactivated and their membership card will only activate the front gate and shopping center gate unless dual usage is paid.

2. Tenant's Obligation and Privileges

It shall be the responsibility of the tenant to register with the Administrative Office within five days of beginning rental period.

The tenant shall receive a membership card and or vehicle decal upon receipt of appropriate fees pursuant to Section D below.

If the Tenant sells a vehicle registered with LOP, the Administration Office must be notified.

3. Association's Authority/Liability

The Association's Governing Documents will be enforced in connection with this Owner-Tenant Policy.

The Association is not liable for any costs or damages in cases of injuries to a tenant, family, or guests.

D. Fees and Deposits

1. Tenant Administrative Fee

The owner shall be required to pay a fee to cover the Association's increased administrative, accounting, security, and overhead costs as stated in the current LOP Fee Schedule. This fee will apply to every change of tenant. The owner may request the tenant to pay this fee, but the owner is responsible for the fee. Should the tenant remain in residence at the same location beyond a one-year period, this fee will be reduced to an annual cost from that period forward to provide for renewal registration costs.

The owner is required to notify the Administration Office within 30 days of tenant move out or the annual Tenant Administration renewal fee will apply.

2. Dual Usage Fee

Should the owner of a single property occupied solely by a tenant wish to use any of the Lake of the Pines Association facilities, dual usage applies. In this event, the owner agrees to pay the Association an additional annual fee equal to the current year's per lot budget funding to Capital Reserve, as stated in the current LOP Fee Schedule. This fee may not be prorated upon activation or discontinuance.

A property owner paying dual usage will be afforded use of most facilities and amenities upon payment of the appropriate user fee, with the exception of the use of an RV and Boat storage space and use of a Marina Slip. Additionally, Guest Passes will not be available to purchase.

When a property owner of a single property rents out their residence and is **not** paying dual usage, the following will occur:

- a) Access to GateAccess.net will be deactivated. Owners can access the security gate to check on their property by using their membership card or provide their name and lot number to the security gate. Membership cards will only activate the front gate and shopping center gate.
- b) Associate Members will be removed from the lot.
- c) Guest Cards will be removed from the lot.
- d) Use of LOP amenities, recreation common facilities, registration of decals for boats and golf carts, tennis, golf, swimming pool, recreation events, etc. is suspended during the term of the lease, unless the Owner-Lessor concurrently occupies another residence within Lake of the Pines.
- e) Any current decals (boats and golf carts), and memberships (golf and tennis) must be forfeited and returned to Administration within 30 days to request a pro-rated refund.

This policy does not apply to a Lake of the Pines Rancho resident whose Rancho property is occupied by a Tenant. Rancho property owners are not eligible for dual usage and Rancho tenants are not eligible for an affiliate membership.

E. Violation of Association Governing Documents, Fines, Eviction

The Association's governing documents shall be deemed to be included as material provisions of any resident agreement, whether written or oral, and the Lake of the Pines Board of Directors shall have the power to impose reasonable fines against the owner in the event that the tenant or his/her guests abuse or fail to adhere to these documents. Furthermore, in the event that the conduct of any tenant, his/her guest or invitee results in damage or destruction of common areas, recreational facilities or other Association property or constitutes an unreasonable annoyance or nuisance with respect to the use and enjoyment of said facilities and property by other Lake of the Pines residents, the Association may demand that the owner take action to evict the tenant and/or terminate the agreement within thirty (30) days. Said notice of demand shall specify the nature of the tenant's infractions, including a detail of any damage or abuse to common area property or complaints received from Lake of the Pines property owners.

I, the undersigned tenant, have received and read with understanding the Lake of the Pines Association Owner-Tenant Policy on this _____ day of _____ 20____. An executed copy of this Policy will be mailed to the owner.

Signature of Tenant

Signature of Tenant

cc: Owner/Tenant

Revised: January 18, 2023, R-23-005 (Effective February 15, 2023)