

**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

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.

Owner will be asked to surrender his/her membership card(s) and Photo ID Gate Entry Cards except for Type "OS" cards unless he/she wishes to obtain dual usage (see Section C-2).

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 vehicle decal upon receipt of appropriate fees pursuant to Section C below. NOTE: These items of registration shall not be given unless the owner has either surrendered his/her membership cards and gate entry cards or paid a dual usage fee.

If the Tenant sells a vehicle registered with LOP, the Gate Access 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, whose property is occupied by a tenant, shall be required to pay a fee to cover the Association's increased administrative, accounting, security and overhead costs. This fee will apply to every change of tenant. 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.

2. Dual Usage Fee

Should the owner of a single property occupied solely by a tenant 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 fee equal to the current year's per lot budget funding to Capital Reserve. This fee may not be prorated upon activation or discontinuance.

A property owner paying dual usage will be afforded use of all facilities and amenities upon payment of the appropriate user fee with the exception of the issuance of guest passes.

This policy does not apply to a Lake of the Pines Rancho resident whose Lake of the Pines Association single property is occupied by a Tenant. In this event, a Lake of the Pines Association membership must be obtained as outlined in the By-Laws, Article III - Membership, Section 1 (c) -Affiliate Members.

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

Revised: October 15, 2014 R-14-136 (Effective November 15, 2014)