



Winona Lakes Property Owners Association

Telephone: (570) 588-9309 · Fax: (570) 588-9348 · Web: www.winonalakes.net

Rental/Tenant Rules and Regulation Policy – Recommended Modification; Approved June 18, 2016.

Effective 7/1/2015 (any property leased annually prior to 7/15/2015 will be required to comply with this policy by 7/1/2016)

Renters/Tenants: any non-owner occupant of a Winona Lakes residence, where the deeded owner(s) is absent or does not permanently reside at the residence with the non-owner occupant. Such non-owner occupants shall be considered renters/tenants whether they are relatives of the owner(s) or not and whether there is consideration deemed to be rent or not.

1. Only Members in good standing will be eligible to rent out their properties. Member's not-in-good standing found renting out their homes may be subject to the following fines:

First Offense (\$250.00), Second Offense (\$500.00), Third Offense (\$1,000.00)

If an Owner Member designates an agent, broker or other individual or firm (Agent) to perform certain tenant acquisition, screening, approval or processing services, then a signed agreement authorizing the Agent to perform such services on behalf of the Owner must be on file in Member Services. Owners Members and their Agents shall exercise due diligence in the screening and approval of all tenants. Repeated violations of W.L.P.O.A. Rules and Regulations by successive tenants of a single Owner Member may limit the ability of both the Owner Member and Agent to conduct future business within the community. The Pennsylvania Real Estate Commission will be informed of any actions by any individual who may be engaged in what may/should be considered licensed activities.

2. Owner Members or their Agents are required to register all tenants with Member Services, no less than five business days prior to the start of tenancy, using only those forms and methods approved by the Association for this purpose. A non-refundable administration fee is due and payable at the time of registration. Any failure to register a tenant as described herein shall constitute a violation of W.L.P.O.A. Rules and Regulations and shall be punishable by a fine of:

First offense (\$250.00), Second Offense (\$500.00), Third Offense (1,000.00)

Approved: 6/20/2015

Amended: 6/18/2016



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All Owner Members renting out their homes 30 days or less are required to have a current Hotel Occupancy Tax Certificate on file with Member Services. Please see Pennsylvania Department of Revenue for complete details on the applicable taxes and fees.

- a. Effective July 1, 2015, all properties that have rentals of one year or less will be charged an annual permit fee of \$300.00. In addition, to the annual permit fee, there will be a \$150.00 charge for each short-term rental (30 days or less) and a \$25.00 fee per person (tenant or tenant/friend/family member/relative/ guest or any other individual staying overnight at the property), per occupancy for all Short Term (30 days or less).
 - b. Effective June 18, 2016, all properties that have long term rentals of one year more will be charged and annual fee of \$150.00. In addition, to the annual fee, there will be a \$50.00 renewal fee each year thereafter on the same lease.
3. All Owners Members are obligated that all Tenants shall be informed of the Rental/Tenants Policy Rules and Regulations of the Association.
 4. Owners shall be liable for all fines and assessments duly levied against tenants and their guests for any violation of such Rules and Regulations (e.g. traffic violations and property violations).
 5. Subletting by tenants is strictly prohibited. Violations are punishable in accordance with the following fine schedule:

First Offense (\$250.00), Second Offense (\$500.00), Third Offense (\$1,000.00)

Regardless the duration of tenancy, a copy of the fully executed written lease agreement or rental agreement between the owner(s) (Lessor) and tenant(s) (Lessee) must be included with the tenant registration form. The lease agreement must include the following language, which shall be binding on both the Lessor and Lessee:

- a. The monetary rental amount/consideration and the exact times and duration days of the lease.
- b. "Lessee has received a copy of the Rules and Regulations of the Winona Lakes Property Owners Association, Inc. and agrees to be fully bound by them. Notwithstanding anything to the contrary included in this Lease Agreement, any violation of such Rules and Regulations by a Lessee, tenant or guest(s) thereof, shall constitute a default under the terms of this Lease Agreement and shall be sufficient grounds to permit eviction of the Lessee by the Lessor."

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The Lessee agrees to the Crime Free/ Drug Free Lease Addendum included with the Lease Agreement provided by the Lessor.

Failure to provide the Association with a copy of the written lease agreement and include clauses above will result in a fine in accordance with the following schedule:

First Offense (\$250.00), Second Offense (\$500.00), Third Offense (\$1,000.00)

5. Owners Members may sign over amenity usage privileges to tenants up to twice a year provided they are in good standing and the tenants are properly registered with Member Services.
6. All tenants shall be required to appear in person at Member Services within 24-hours of first arriving at Winona Lakes P.O.A. Office in order to confirm the Tenant Registration information.
7. Owner Members may purchase for their tenants an amenity ID card for \$20.00, subject to certain terms and conditions.
8. Tenants may not purchase or use guest passes for W.L.P.O.A. amenities. Owner Members must accompany their guests at all times and be in compliance with the W.L.P.O.A. Rules and Regulations Guest Pass Policy.
9. Property owners, tenants and guests shall not relinquish or otherwise transfer a registration pass to anyone other than the person to whom it was originally issued. Transferring a registration pass to another person and use of such passes by a person other than the one to whom the pass was originally issued, constitutes a violation of the Rules and Regulations and will be fined in accordance with the following schedule:

First offense (\$250.00), Second offense (\$500.00), Third offense (\$1,000.00)

10. The Association reserves the right to refuse entry to the Community to any tenant when the owner fails to be current in membership dues or other assessments, or if the member or tenant fails to comply with W.L.P.O.A. Rules and Regulations, including but not limited to the Crime Free/Drug Free Lease Addendum. The Association also reserves the right to revise and amend the Renter Policy, applicable fees and other requirements contained in this section as provided for in the Association's legal documents.

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Fee Schedule:

- One Year or more Tenant/Rental Registration \$150.00
- Short Term Tenant/Rental Permit \$300.00
- Short Term Tenant/Rental Registration Fee \$150.00
- Short Term Rental Processing fee \$25.00 per person, per rental
(Includes labor and supplies for forms reproduction, distribution, filing, and in-person tenant registration processing)
- Tenant Amenity Usage Pass Processing (per pass) \$20.00
(Includes labor and materials for production and data entry regardless of lease)
- One Year or more Tenant/Rental Renewal Fee \$50.00

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CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of the lease of the dwelling unit identified in the attached lease, Property Owner and Resident agree as follows:

Resident, any members of the resident's household, a guest or other person under the resident's control, shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

Resident(s), any member of the resident's household, a guest or other person under the resident's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.

Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity regardless of whether the individual engaging in such activity is a member of the household, or a guest.

Resident, any member of the resident's household, a guest, or another person under the resident's control, shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any location, whether on or near the dwelling unit or otherwise.

Resident, any member of the resident's household, a guest or another person under the resident's control, shall not engage in any criminal activity; including prostitution, criminal street gang activity, threatening, intimidating, or assaultive behavior including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent or other residents and/or involving imminent or actual serious property damage.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MAIBRIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

This lease addendum is incorporated into the lease executed or renewed this day between Property Owner and Resident(s).

It is understood and agreed that a single violation shall be good cause for termination of this lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

Property Owner Signature
Date _____

Resident Signature
Date _____



Winona Lakes Property Owners Association

112 Ski Lodge Circle East Stroudsburg, PA 18302
(570) 588-9309 (570) 588-9348 fax
www.winonalakes.net website admin@winonalakes.net email

Date Rec'd: _____ Staff Initials: _____

RENTAL REGISTRATION FORM

This rental registration form must be completed, submitted with a valid lease, along with a check for registration and processing fee to the WLPOA office. **Fees are due and payable annually or as the tenant/renter changes.** Property owners will be responsible for all actions of renters and any damage caused by the tenant to any Association owned property. By affixing his/her signature to this form, the tenant also agrees to abide by all the rules, regulations, by-laws, and policies of the Association. Furthermore, the owner shall hold the Association harmless from any fines, penalties, costs or damages that may result from or is a result of any violation by the owner or tenant.

The completed form must be returned to the WLPOA office.

Owners Name: _____

Owners Address: _____

Owners Telephone Number: _____

Address of Property (Sec/Lot): _____

The property owner relinquishes his right to use of Winona Lakes Amenities & assigns them to Lessee Yes No

Signature of Property Owner _____ Date: _____

I have received & read the W.L.P.O.A. Rental / Tenant Rules & Regulations Policy _____

Owner Initials

Copy of Rules & Regulations to Lessee: Yes No

Length of Tenancy: _____

Lease **START** Date

Lease **END** Date

Copy of Lease Supplied: Yes No

Lessee's Name: _____

Lessee's Address _____ Lessee's Telephone: _____

Names and ages of all individuals who will reside in the property (including Lessee)

NAME	DATE OF BIRTH	RELATIONSHIP TO LESSEE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

VEHICLE INFORMATION:

MAKE/MODEL

PLATE NO.

STATE

Signature of Lessee _____ Date: _____