

## WALKER LAKESHORES LANDOWNERS ASSOCIATION (WLLA)

### AMENDMENT TO THE RULES AND REGULATIONS FOR RENTING PROPERTY

PURPOSE: THIS AMENDMENT EXPANDS AND CLARIFIES THE SECTION ON “RENTING PROPERTY” AS IT PRESENTLY EXISTS IN THE RULES AND REGULATIONS OF WLLA “RED HANDBOOK” ON PAGE 12, ITEM 9

1. WALKER LAKESHORES LANDOWNERS ASSOCIATION (WLLA) property owners/members (hereafter referred to as “property owners’/members’) must be in good standing to rent their homes

#### 2. Lease Required

- a) The property owners/members or their designee must submit a copy of a fully executed, legally enforceable written lease, signed by the property owners/members and the lessee, to WLLA at least three (3) days prior to the start of the lease or renewal of an existing lease.
- b. The property owners/members shall pay an administrative fee in the amount of \$150 per calendar year in order to rent out any WLLA property, plus \$100 for every lease (including lease renewals) required to be submitted per above, and \$100 on the annual anniversary of each lease with a term exceeding one year. All fees are non-refundable and must be paid prior to the start, renewal or anniversary date of the lease. Fees are subject to change without notice.
- c. Along with the copy of the fully executed, legally enforceable written lease agreement submitted to WLLA, the property owners/members must also submit the following information:
  - 1) the number of people who will be residing at the property owners’/members’ house - the maximum number may not exceed two (2) persons per bedroom overnight
  - 2) the names of all people who will be residing at the property owners’/members’ house
  - 3) telephone numbers for communicating with the renters, as well as a telephone number at which the property owners/members can be reached in case problems arise
  - 4) the addresses of all the residents listed, as shown on their vehicle registrations
  - 5) the length of tenancy – the beginning and ending dates
  - 6) renters are required to register their vehicles (State, license plate #) with WLLA
  - 7) if on any given date(s) during the rental period, the number of day guests (not including those residing overnight) at a WLLA property owners’/members’ rented house will exceed ten (10) people, the following information for each day guest must also be provided to WLLA at least three (3) days prior to the date(s) that those day guests will be present:
    - a) the names and addresses of all the day guests
    - b) the vehicles’ State and license plate #'s for each day guest
  - 8) acknowledgement that all day guests must have WLLA ID badges/tags to use any WLLA facilities/amenities
  - 9) proof of Rental Insurance coverage
  - 10) the property owners/members must also complete and sign a Rental Agreement Form and submit it to the WLLA office at least three (3) days prior to the start of the lease or renewal of an existing lease

3. Renters of property from WLLA property owners/members may not sublet the property or any portion of it to third parties and may not assign the lease to any other party.
4. Property owners/members are not allowed to rent their homes for a term of less than one month – no shorter term rentals are permitted.
5. Any home that is rented must be rented in its entirety and may not be occupied in part by the property owners/members during the rental period.
6. Renters and day guests shall adhere to all WLLA governing documents, which include any Declarations, Constitutions, Bylaws, and Rules and Regulations – WLLA property owners/members should provide copies of governing documents to renters in order to insure compliance.
7. Renters and day guests will be subject to disciplinary or other legal action if they violate any of the governing documents.
8. WLLA property owners/members will also be legally responsible for the renters' and day guests' actions, and may also be subject to disciplinary or other legal action.
9. Failure to register a lease and/or each renters'/day guests' information, as required under Section 2c above, will subject the WLLA property owners/members to a fine of \$100 for the first failure to register a lease, plus \$25 for each renter/day guest that the WLLA property owners/members fail to register. These fines will double for each additional failure. In addition, failure to comply with, or any violation of, any of the rules relating to the rental of homes by WLLA property owners/members as set forth above, will be assessed a fine of \$50 for the first day, plus \$10 per day for each additional day that the violation continues. These fines will also double for each additional failure/violation.
10. This Amendment is effective as of July 1, 2017 for all leases henceforth. Nevertheless, the Rules and Regulations on "Renting Property" that were in effect prior to this Amendment continue to still be in effect, as they have always been .
11. WLLA property owners/members are hereby notified and cautioned that they might also be required to register with Pike County Treasurer to declare room tax and sales tax.

**WALKER LAKESHORES LANDOWNERS ASSOCIATION (WLLA)**

100 WALKER LAKE ROAD

SHOHOLA, PA 18458

PHONE: 570-296-7788

**RENTAL AGREEMENT FORM**

WLLA PROPERTY OWNER'S/MEMBER'S NAME: \_\_\_\_\_

ADDRESS OF PROPERTY: \_\_\_\_\_

WLLA PROPERTY OWNER'S/MEMBER'S ADDRESS: \_\_\_\_\_

WLLA PROPERTY OWNER'S/MEMBER'S PHONE #'S - HOME: \_\_\_\_\_

- WORK: \_\_\_\_\_

- CELL : \_\_\_\_\_

WLLA PROPERTY OWNER'S/MEMBER'S EMAIL ADDRESS: \_\_\_\_\_

DURATION OF RENTAL AGREEMENT: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

**RENTERS' AND DAY GUESTS' INFORMATION MUST BE PROVIDED ON ATTACHED SCHEDULE**

I HEREBY CERTIFY AND ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH THE WLLA RULES AND REGULATIONS GOVERNING THE RENTAL OF THIS PROPERTY. I UNDERSTAND THAT I AM RESPONSIBLE FOR KEEPING WLLA UPDATED ON THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT AND FOR PROVIDING PROOF OF VALID RENTAL INSURANCE COVERAGE THROUGHOUT THE TERM OF THIS RENTAL AGREEMENT. FURTHERMORE, I ACKNOWLEDGE THAT I AM RESPONSIBLE FOR THE MAINTENANCE AND CONDITION OF THE PROPERTY, AND WILL ULTIMATELY BE HELD LEGALLY ACCOUNTABLE FOR ANY ACTS OF VANDALISM OR VIOLATION OF ANY WLLA RULES AND REGULATIONS COMMITTED BY ANY TENANT OR DAY GUEST OF THIS RENTAL PROPERTY.

SIGNATURE OF PROPERTY OWNER/MEMBER: \_\_\_\_\_

DATE: \_\_\_\_\_