

# Wallenpaupack Lake Estates Rental Rules & Regulations

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## SECURITY:

For each property subject to occupancy screening by this policy, the property owner shall have funds deposited with the Association for the duration of the house occupancy in an amount of \$1,200.00. The effective date for this deposit requirement will be April 1, 2004 or the date of the occupancy change or a new occupancy under a lease renewal and otherwise, whichever comes later. The Association shall hold the refundable deposits in a non-interest bearing bank account.

This security deposit shall be liquidated for fines imposed or assessed against the offending ~~lot~~ **[property]** (1/13/24) and its property owners for rule violations by the property owners or occupants, and for damages to any of the common areas/facilities of WLE and Association property attributed to them. If the deposit balance is, by liquidation, reduced to less than 80% of the full amount, at any time during the approved house occupancy, the deposit shall be replenished to the full-required amount within ten (10) days from the notice thereof. The Association may increase the deposit after three (3) infractions of this policy or the Association's by-laws or rules/regulations by the property owner or occupants of the property.

## MISCELLANEOUS:

Any required notice shall be effective upon mailing to the addresses furnished to the Association.

This Board of Directors for the Association shall establish rules and procedures and forms and other requirements for and as part of this policy, and any fees for implementing the policy and its procedures, and shall have the discretion to construe, apply, and otherwise implement and effectuate this policy.

For purposes of the policy, wherever the Association is hereby authorized or empowered or required to act, do something, make decisions or receive anything, or the "Association" is referenced herein (unless the context is explicitly otherwise), it shall mean and refer to its Board of Directors and its committees or designees and not the membership.

## RENTAL RULES AND REGULATIONS

11/22/2003 (amended 6/13/15 by Annual Meeting amended 1/13/24 & 1/13/24 by B.O.D)

- A. The following rental rules and regulations shall apply in every instance on any property located within Wallenpaupack Lake Estates Property Owners Association used by a non-property owner.
- B. Any and all uses of property as described in paragraph A, including, but not limited to, rental agreements, agreements of sale, and leases, shall come under and comply with these rental rules and regulations **[and the Short- Term Rental Ordinance for Paupack Township Way ne County, PA and the two (2) year rental moratorium of June 13. 2015]** (1/13/24)
- C. Any and all rentals, leases, or uses of property within Wallenpaupack Lake Estates by non-property owners shall be reported in advance by the property owner to Wallenpaupack Lake Estates Property Association.
  1. At least five(5) days before the occupancy contemplated by paragraph C, the property owner shall present to the Association a copy of the lease or rental agreement or any other written documentation that shall provide for the use of a subject property by a non-property owner, along with established rental fee. Non-compliance will result in a \$1,000.00 fine for long-term. Short-term non-compliance will be as follows: 1<sup>st</sup> offense \$1,000.00, 2<sup>nd</sup> offense \$2,000.00, 3<sup>rd</sup> \$3,000.00, 4<sup>th</sup> \$4,000.00 and will continue in that increment. ***After the yearly short-term rental permit is acquired, any rental application not received by the office at least two (2) business days prior of the rental will be charged \$50.00, seconded by Ed Jordan Jr., passed unanimously. (2/19/22)***

*Any advertising of a property for long-term or short-term rentals, will be deemed that the property is available to be rented. Advertising will include but not be limited to written, verbal, online and any social media platforms. All fees must be paid before advertising.*

At the Board of Directors meeting on October 15, 2022, the Board amended the short-term annual fee to \$1,000.00, which is due January of each year. The fine for not paying the annual fee will be \$1,000.00. When the fee is paid an annual permit will be given to be posted by the entrance of the residence this will show that the residence is in compliance for short-term renting. For each rental the homeowner or the tenant must come into the office to pick up their vehicle ID and register their tenant with the office.

2. The aforementioned notification by the property owner to the Association shall also include the full names of the lessee and occupants and the permanent address and telephone number of the property owner.
  3. At or immediately prior to the commencement of the running of the term of the lease, the non-property owner shall initially obtain from the property owner all membership badges. Thereafter badges can be obtained from the Association. Vehicle I.D. must be obtained from the Association.
    - a. Any costs in connection herewith shall be borne by the non-property owner.
    - b. Notwithstanding anything included herein, the property owner shall also be responsible to provide the non-property owner with the copies of all rules and regulations under which the tenancy may be subject.
- D. Non-property owners shall comply with any and all of the covenants, conditions and restrictions governing the Association and subject properties, the Association by-laws, rules and regulations **[Paupack Township Short-term Rental Ordinance]** (1/13/24) and any and all duly enacted legislation imposed by the Association during the term of the tenancy.
- E. Under no circumstances shall any properties within the Association be occupied, used, leased or rented by any entity other than a single family unit.
- F. At or before the commencement of the term of tenancy, the (non-) property owner shall pay to the Association, the required occupancy fees then in effect within the Association as promulgated by the Board of Directors. By resolution. Failure of payment will result in Property Owner not being in good standings, therefore not allowing non-property owner to use any facilities. Delinquent fees are subject to the same procedures addressed in rule (J). The property owner must stay current with all dues and fees to allow non-property owner to obtain and/or use identification badges.
- G. Any and all violations of any of the rental rules of this (section) or (article), or any of the covenants, conditions, restrictions or general rules and regulations of the Association shall be communicated directly to the non-property owner at the address of the subject property owner at the permanent address listed as aforesaid. Notification to both of these reported address shall constitute sufficient notice to the non-property owner and the property owner.
- H. The aforesaid notice shall specifically include the nature of the violation and the amount of any fine which may be levied by the Association pursuant to its general rules and regulation. The notice of any fine levied in this fashion shall be handled pursuant to the fine and/or enforcement provisions of the general rules and regulations.
- I. Any fine levied in this fashion, pursuant to this (section) or the general rules and regulations, shall be the sole and exclusive responsibility of property owner.
- J. If any fine levied in this fashion is not paid pursuant to the general rules and regulations, said fine shall be added to the current dues and/or assessment account of the property owner and the same shall be collected as any dues, regulations and/or by-laws of the Association, and any judgment rendered

pursuant thereto shall be and is hereby considered in lien against the property owner and/or the subject property.

- K. Nothing herein shall be deemed to limit the Association and its selection of remedies in its attempt to enforce any and all of its rules and regulations, covenants, conditions and restrictions. The Association shall also have the right to seek equitable enforcement of same in the appropriate court.
- L. Only Property Owners in good standing of the Property Owners Association can register a golf cart or UTV and have use of the Kempf Marina slips on Lake Wallenpaupack. Registration by non-members will NOT be accepted. The Property Owner must be the owner of the Golf Cart, UTV or Boat. **[Golf Cart and UTV use is only available to tentants who rent for at least thirty (30) consecutive days.]** (1/13/24)

*NOW THEREFORE, it is resolved that the rules and regulations for Property Rentals/Tenancies, as adopted by the Membership on June 13, 2015, for addition to the Association's Rental Rules and Regulations, are hereby further amended and ratified as follows:*

- M. Designation of an agent. For every Rental ~~Lot~~ **[Property]** (1/13/24) within WLE, either the ~~lot~~ **[property]** (1/13/24) owner or landlord, or a designated property agent, shall be readily available locally to manage and control the Rental ~~Lot~~ **[Property]** (1/13/24) and tenancy or occupancy thereat by continuously residing and regularly maintaining a primary place of business within a fifty (50) mile radius of WLE. In the owners' or landlords' absence, unavailability or incapability to function, such agent shall be continuously authorized by the Rental ~~Lot~~ **[Property]** (1/13/24) owner or landlord to receive notices and demands about the occupancy, use and condition of the Rental ~~Lot~~ **[Property]** (1/13/24) and activity thereat, as well as to manage and maintain the Rental ~~Lot~~ **[Property]** (1/13/24), control the tenants, occupants, and guests/visitors of the Rental ~~Lot~~ **[Property]** (1/13/24) and their conduct and activities, and to enforce the Rental ~~Lot~~ **[Property]** (1/13/24) lease agreement, tenancy or occupancy rules and obligations, and the landlord's rights, and otherwise perform the usual or customary obligations of a landlord or an owner of a residence, and assure compliance with WLE's rental rules and regulations and any governmental property code. The identity, address and telephone number of the person designated as the Rental ~~Lot~~ **[Property]** (1/13/24) agent shall be provided, in writing, to WLEPOA by the owner or landlord of the Rental ~~Lot~~ **[Property]** (1/13/24).
- N. Each time disruptive conduct has occurred, the landlord must warn the tenants and occupants in writing, of the possible consequences of eviction from the premises and non-renewal or non-extension of the lease or its term and legal (civil or criminal) action against them. After disruptive conduct has occurred for the third time or on the third occasion, within any consecutive twelve (12) month period (the "third event") by any of the same Rental ~~Lot~~ **[Property]** (1/13/24) tenants and occupants, those tenants and occupants must effectively and quickly be removed therefrom. The implementation of such remedy shall proceed as follows: the Rental ~~Lot~~ **[Property]** (1/13/24) owner, landlord or agent must begin effective eviction proceedings and diligently pursue eviction or ejection as to the Rental ~~Lot~~ **[Property]** (1/13/24) tenants and other occupants unless the remaining lease term or occupancy duration is less than four (4) months from the third event. If the remaining lease term or occupancy duration is less than four (4) months, the Rental ~~Lot~~ **[Property]** (1/13/24) owner, landlord or agent shall give assurance to WLEPOA in writing, in the form of a sworn affidavit, that the Rental ~~Lot~~ **[Property]** (1/13/24) lease or tenancy will not be renewed or its term of duration will not in any way be extended, and that, at least, the required legal notice (notice to quit) has been given to the tenants for their vacation or leave of the premises. Then, if the tenants and occupants have not effectively vacated and surrendered possession of the Rental ~~Lot~~ **[Property]** (1/13/24) by the end of the tenancy or lease term, court eviction proceedings must immediately ensue and be diligently prosecuted for the effective removal of the tenants and occupants. Upon request, the waiver or modification of these requirements and provisions may be granted by WLEPOA, with such additional conditions or other assurance/security as WLEPOA in its sole discretion may impose.

[Where the residence is a short-term rental (STR) and occupied less than thirty (30) consecutive calendar days the owner of the STR found to be in violation three (3) or more times within thirty-six (36) month period, the STR permit shall be permanently revoked.

The homeowner or rental agent shall be responsible for responding to any disruptive conduct. Fines for disruptive conduct will escalate for each occurrence during the tenant's stay. 1<sup>st</sup> offense \$100.00, 2<sup>nd</sup> offense \$300.00, and 3<sup>rd</sup> offense \$500.00. The designated local contact person shall be responsible for responding to any disruptive conduct.] (1/13/24)

If there is evidence of a WLE property being used for illicit acts or purposes, or any drug related activity or drug related nuisance activity occurring at a WLE property or by a tenant or occupant thereof, even though there is no

criminal charge filed or process issued, or arrest, or court processing or disposition whatsoever of any charge, or law enforcement investigation, the **lot [property]** (1/13/24) owner, landlord or agent must immediately terminate the lease, tenancy or rental occupancy and diligently pursue the effective eviction or ejection of all of the Rental **lot [property]** (1/13/24) tenants and occupants, and if necessary by resort to court proceedings toward that end. Upon request, a waiver or modification of these requirements, with such additional conditions or other assurance/security as WLEPOA in its sole discretion may impose, may be granted by WLEPOA, such that only the offending household participants (tenants, occupants or guests) and others with knowledge of or complicity with such activity may be completely removed and kept away from the premises.

For a violation of the above provisions of subpart N for which the tenants or occupants of a rental **lot [property]** (1/13/24) have in any way or by any extent caused or are responsible, the **lot [property]** (1/13/24) owners or landlords, whether as a natural person or some form of organization, of the violation property shall not permit any of such tenants or occupants to rent or occupy another WLE **lot [property]** (1/13/24) in which such **lot [property]** (1/13/24) owners/landlords or their immediate family members --- own or control by any means, interest or degree or whether in common with other persons, or have any equity stake or ownership interest or managerial control in the case of other rental **lots [properties]** (1/13/24) titled to organizational **lot [property]** (1/13/24) owners/landlords, or, as organizations, have common equity stakeholders or owners or officers, however titled, with other organizational **lot [property]** (1/13/24) owners of the other rental property. Any subterfuge, device, means or effort to skirt or evade the common connection or association aspect of this property tenancy, rental or occupancy restriction is prohibited and shall be deemed a separate violation.

Every WLE **lot [property]** (1/13/24) tenancy and lease, and agreement for a lease or lot rental, and lease renewal or rental period extension shall be subject to these rental rules as 'conditions' of the Rental **lot [Property]** (1/13/24) tenancy, lease and occupancy, and each tenant or occupant of the Rental **lot [Property]** (1/13/24) shall be jointly and severally obligated and bound thereto. The Rental **lot [Property]** (1/13/24) owners and Landlord shall be responsible for the tenants' (existing & prospective) notice thereof and acknowledgment thereto. Before every tenancy or lease, each of the Rental **lot [Property]** (1/13/24) tenants and occupants shall agree to comply with these and all other rental rules of WLEPOA as part of their lease or rental obligations, and the landlord shall require that commitment. Upon request, the Rental **lot [Property]** (1/13/24) tenants and occupants shall acknowledge such commitment in writing to WLEPOA.

The Rental **lot [Property]** (1/13/24) owners and landlords shall be financially responsible for all WLEPOA costs and personnel time expense incurred for responding to any disruptive conduct after the first occurrence during any 12-month period, which may be additional to any rule infraction fines and other sanctions imposed. WLEPOA may also undertake and pursue any effort whatsoever, or action or proceeding (law enforcement, court & otherwise) to enforce this regulation and policy, or to redress or abate the disruptive conduct or illicit use of the premises or drug related activity or drug related nuisance activity thereat, or to alleviate or rectify the offending Rental **lot [Property]** (1/13/24) conditions, or to exercise WLEPOA's rights against the offending Rental **lot [Property]** (1/13/24) and its owners/landlords, for which all of WLEPOA's personnel time expense incurred and other costs whatsoever (including its court, litigation & attorney's fees/expenses) shall be reimbursed by the Rental **lot [Property]** (1/13/24) owner/landlord. Such recourse by WLEPOA and reimbursement to it shall not relieve the Rental **lot [Property]** (1/13/24) owner or landlord of WLEPOA's disciplinary process, including the issuance of citations or the imposition of monetary fines for rule infractions, denial of community and WLEPOA privileges, and other sanctions, which may be additional and cumulative.

A copy of all current and updated documents forming or evidencing the written lease agreement for the Rental **lot [Property]** (1/13/24), including for any sublease or assignment, shall be filed with the Association, which shall be the responsibility of the Rental Lot owner and landlord.

- O. For any Rental **lot [Property]** (1/13/24), the lease, tenancy or rental occupancy shall be subject to the owners' and landlords' privilege of their periodic inspection of the entire premises, for which the rental agreement or lease or tenancy evinces, in writing, the tenant's or occupant's consent thereto. The Rental **lot [Property]** (1/13/24) owner, landlord, or agent shall make periodic inspections of the rental property (exterior and interior), during each tenancy or rental occupancy, as well as at the end thereof, and twice during a one-year lease term, and at four-month intervals during each rental period or lease term exceeding one year, to be assured that the Rental **lot [Property]** (1/13/24) is kept and being maintained to the standards required of WLE's **lot [Property]** (1/13/24) covenants (Schedule A instruments), and WLEPOA's Bylaws and Rules & Regulations, and applicable governmental property maintenance codes. An exemption or modification of the periodic inspection requirements may be granted by WLEPOA in its

discretion for Rental **Lots [Properties]** (1/13/24) with a satisfactory history of minimal disruptive conduct and the property's condition. The owner, landlord, or agent must keep the property in a reasonably good, clean, aesthetic condition, and maintained, and make any necessary repairs. Upon request, the owner must supply, in writing to WLEPOA, the dates of inspections.

[P. Hold harmless. To the fullest extent permitted by the law, the Rental Owner(s) agree to identify, defend and hold WLEPOA and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney fees and alternative dispute resolution cost, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which I ) are caused in whole or in part by any action or omissions, negligent or otherwise, of the Rental Owner(s), its employees, agents or volunteers or Rental Owner's subcontractor and their employees, agents and volunteers: or are directly arising out of, resulting from, or in connection with Rental of the subject property: or 3) are based upon the Rental Owners or its subcontractors' use of, presence upon proximity to the property of the WLEPOA.

In addition to the above Rental Rules & Regulations the following rules & regulations pertain to Short-term Rentals, rentals less than thirty (30) consecutive calendar days:

1. WLEPOA Building Compliance Officer will inspect all Short-term Rental houses before a permit is issued and on an annual basis.
2. The homeowner must carry \$1,000,000 in liability insurance and name WLEPOA as an additional insured.
3. The homeowner shall sign a waiver of trespass during the application process, allowing designated WLEPOA representatives access to the property as necessary.] (1/13/24)

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Definitions:

**LANDLORD** - Any owner, assignee or successor-in-interest, or lessor and sub-lessor, of a WLE residential **lot [property]** (1/13/24) subject to a residential tenancy or possessory right in another or under a residential property lease or landlord-tenant agreement, or subject to occupancy by another for any value or other legal consideration.

**DISRUPTIVE CONDUCT** - Any act, conduct, action, activity, incident, event, or behavior, of any kind, means or form, committed, perpetrated, caused or permitted by any tenant, occupant, guest, or visitor of a Rental **Lot [Property]** (1/13/24) within WLE, that is loud, offensive, menacing, physically threatening, or riotous, or is tantamount to a boisterous altercation or domestic dispute, or would create property conditions harmful, offensive or unsafe to non-occupants of the premises, or constitutes a public or private nuisance under the law or a crime whose act is directed toward another or another's property within WLE as the object thereof or unreasonably affects another in WLE, or that violates the rules/regulations for WLE or any property maintenance code which unreasonably affects or impacts a neighbors' habitation and property interests, or the WLE community, or that otherwise unreasonably disturbs the neighbors or the travelers or users of the community roads, or persons within any common facility or area of WLE or using any community amenities, or any other persons of ordinary sensibility in their peaceful enjoyment of their premises, or that to any extent uses the Rental **Lot [Property]** (1/13/24) for an illicit purpose which negatively or detrimentally affects or impacts the neighbors or neighboring properties or WLE community, which results in an official report to or response by WLEPOA, including its security personnel, or any municipal police force/department or police officer, the PA state police or any officer or trooper thereof, or other public law enforcement authority or officer with jurisdiction. When specific criteria or standards do not define or qualify disruptive conduct as to any general references --- loudness of noise, and unsafe, harmful or offensive to or affecting others, or disturbing to persons --- then such criteria and standards as are established for public laws may be utilized for guidance or such general references shall be qualified by the reasonableness standard for persons of ordinary sensibilities as applicable for the given context or situation.

**OWNER** – Persons and any organizations of whatever form, jointly or separately vested with all or part of the legal title to the WLE **Lot [Property]** (1/13/24), or all or part of the beneficial ownership and right to the present use and enjoyment thereof, including a mortgage holder in possession. For purposes hereof, it shall also refer to persons with official legal authority or control of such Lot, such as a guardian, trustee, Estate executor or administrator, and personal representative of

a decedent, attorney-in-fact under a power of attorney, or other person having such fiduciary capacity or responsibility, and includes Landlords respecting Rental **Lots [Properties]** (1/13/24).

**DRUG RELATED NUISSANCE** – The use of any property in whole or part which facilitates or is intended to facilitate any violation of the act of April 14, 1972 (P.L. 233, No 64) known as The Controlled Substance, Drug, Device and Cosmetic Act.

**DRUG RELATED ACTIVITY** – The unlawful manufacture, sale, distribution or possession with intent to sell or distribute of a controlled substance in violation of the act of April 14, 1972 (P.L. 233 No 64) known as The Controlled Substance, Drug, Device and Cosmetic Act or an unlawful attempt or conspiracy to commit such an act.