



22 W. LAKENGREN DRIVE
EATON, OHIO 45320

PHONE: 937/456-3173 FAX: 937/456-9671

LPOA BAR CODE RENTAL AGREEMENT

OFFICE USE ONLY

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

LOT # _____

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

Family Bar Code(s)

SUBJECT: LAKENGREN BAR CODE ENTRANCE GATE POLICY

Reason for Policy: To eliminate unauthorized use of the entrance gates.

Source of Board Authority: Code of Regulations and Corporate By-Laws of Lakengren Property Owners Association, Inc. Article XIII-b.

POLICY: Any L.P.O.A Property Owner/Tenant Member desiring to rent a bar code must be a Member in Good Standing in accordance with Article II 1.D. of the Code of Regulations. This section states that a member is in good standing “when all dues, assessments, fines, or other financial obligations to the Lakengren Property Owners Association, and its subsidiary companies, are paid in full, or, in the case of payment arrangements, are current to date, and, in addition, there are no outstanding citations, penalties or suspensions for violations of the L.P.O.A. Rules and Regulations, Deed Restrictions, or policies of the Lakengren Property Owners Association, Inc.” All Bar Codes remain the property of the L.P.O.A. and may be deactivated at any time for misuse. If a Property Owner/Tenant Member wishes to use the Bar Code entry gates they must first apply for one at the office then, if approved, the Bar Code(s) must be placed on each vehicle they wish to use to gain entry through the Bar Code gates by Lakengren personnel. Additionally, the following charges and terms of rental shall apply:

A one-time per household initial fee of \$30.00.

1. An annual \$25.00 per bar code rental fee for Property Owners/Tenant Members, and \$30.00 per bar code rental fee for Family Members will be paid upon initial issue and during the month of August each year. This charge shall not be pro-rated and is non-refundable. As with the limit on L.P.O.A. Vehicle Stickers, there may be a limit of **six (6)** bar codes per Property Owner/Tenant Member.
2. Property Owners will be invoiced on or around August 1st of each year for the annual rent for Bar Codes. Failure to pay the annual rental fee within 30 days of the invoice date will result in the bar code(s) being deleted from the system. There will be an additional \$10.00 reactivation fee charged per incident to reactivate bar codes

3. Any entry gate Bar Code rented by a Property Owner/Tenant Member must be affixed to the assigned vehicle by L.P.O.A. Personnel **NO EXCEPTIONS.**
4. All bar codes remain the property of the L.P.O.A. and may be deactivated at any time for misuse.
5. All property owners, tenant members and/or family members must notify the Lakengren Office upon ownership transfer of any Bar Coded vehicle to initiate deactivation. In the event a new/replacement vehicle is obtained, proof of ownership is required and a new Bar Code must be placed on the vehicle(s) by an authorized Lakengren employee. Bar Codes must not be removed and placed on new/replacement vehicles.

Any member who shall be in default of the Annual Dues or Assessment Charges, any additional personal service charges, or who should violate any rules and regulations of this Association shall result in all Bar Codes associated with that Property Owner(s)/Tenant Member(s) lot/address being deactivated from the system. A \$10.00 reactivation fee will apply per Bar Code/ per incident to reactivate Bar Codes once membership status has returned to good standing.

Unauthorized use of Bar Codes will constitute a breach of this Policy. Violations of this section shall include but are not limited to: Bar Codes not affixed directly to the vehicle registered to the Lakengren member's account or altered or defaced in any way, by removing the Bar Code from the vehicle and holding it up to the Bar Code reader, using it for a vehicle not assigned to that Bar Code, or lending it out to someone else to use to gain entry into Lakengren.

There are no verbal or written warnings for violations of this policy. For the first offense, a Category 3 Fine (See Fines and Penalties Policy) will apply and all Bar Codes associated with that Property Owner's/Tenant Member's lot/address will be deactivated for (90) ninety days. For the second violation, a Category 5 Fine will apply (See Fines and Penalties Policy) and all Bar Codes associated with that Property Owner's/Tenant Member's lot/address will be deactivated for a period of (1) one-year. Once the fine is paid and suspension served, a \$10.00 reactivation/replacement fee will apply per Bar Code/ per incident to reactivate/replace Bar Codes.

In the event there is a subsequent violation, a Category 5a Fine (See Fines and Penalties Policy) will apply and all Bar Codes associated with that Property Owner's/Tenant Member's lot/address will be deactivated INDEFINITELY.

Bar Code suspension periods will begin (15) fifteen days after date of the violation. In cases where an appeal hearing is requested, Bar Code suspension periods will begin (7) days after written notification of the Judiciary Committee's appeal decision and (7) days after written notification of the LPOA Board of Trustees' appeal decision, when applicable.

I/we have read and understand that the unauthorized use of this Bar Code could lead up to the loss of this Bar Code INDEFINITELY. (Bar Code will not be issued if not signed.) Tenant Member MUST have Property Owner signature also when applying each time.

_____	_____
Property Owner (Printed)	Lot #
_____	_____
Property Owner Signature	Date
_____	_____
Tenant Member (Printed)	Date
_____	_____
Tenant Member Signature	Date
_____	_____
Office Personnel Signature	Date