



Winona Lakes Property Owners Association  
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East Stroudsburg PA 18302  
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## **Rental/Tenant Rules and Regulation Policy – Amended 3/1/2020**

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 nonowner 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 and Subsequent Offenses (\$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 WLPOA Management office. 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 WLPOA Management office 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 and Subsequent Offenses (\$1,000.00)

All Owner Members renting out their homes for 30 days or less are required to have a current Hotel Occupancy Tax Certificate on file with WLPOA Management office. Please

see Pennsylvania Department of Revenue for complete details on the applicable taxes and fees.

Lehman Township and Middle Smithfield Township have passed local ordinances regulating short-term rentals. Owners and Agents of short-term rentals are responsible for maintaining compliance with these ordinances in addition to the requirements of this policy.

All applicable forms must be filed at the WLPOA Management office.

- a. Effective March 1, 2020, short-term rentals of 30 days or less will be charged an annual permit fee of \$1,000.00 payable in 4 (four) quarterly payments, payable in January, April, July, and October. Short term rentals are not allowed to use the amenities.
  - b. Effective March 1, 2020, all properties that have long term rental (31-days or more) will be charged an annual fee of \$150.00 to be billed annually in June.
3. All Owner 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 and Subsequent Offenses (\$1,000.00)

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."

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 and Subsequent Offenses (\$1,000.00)

- 6. Owner Members may sign over amenity usage privileges to tenants provided they are in good standing and the tenants are properly registered with WLPOA Management office.
- 7. All tenants shall be required to appear in person at WLPOA Management office within 24 hours of first arriving at Winona Lakes P.O.A. office in order to confirm the Tenant Registration information.
- 8. 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 and Subsequent Offenses (\$1,000.00)

11. 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.

**Fee Schedule:**

- Long-Term Tenant/Rental Annual Fee \$ 150.00
- Short Term Tenant/Rental Annual Permit \$1,000.00  
(\$250.00 quarterly)