

Date of Adoption: November 1983  
Motion #83-11-147  
Revised: 2/28/05; 5/14/07; 9/10/07; 12/12/11  
3/12/12; 10/22/12; 12/18/17  
Motion # 05-02-26; 07-05-23; 07-09-84; 11-12-14  
12-03-47; 12-10-193; 17-12-161

**SUBJECT: TENANT MEMBER POLICY**

**Reason for Policy:** To clarify the responsibilities and privileges of Tenant Members as described in the Code of Regulations and Corporate By Laws of Lakengren Property Owners Association, Inc. Article II Section 1-b.

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

**POLICY:**

1. For purposes of clarification, any occupant (either an individual or a family, as the case may be) who resides in one of the dwellings owned by a Property Owner located in the Lakengren Subdivision for which that Property Owner does not otherwise reside in or occupy as their primary residence, shall be deemed to be a Tenant Member. The foregoing shall apply regardless of whether a formal lease agreement or arrangement has been instituted between such Occupant and the Property Owner or regardless of whether actual rent or other consideration is paid
2. Only Renters, Lessees and/or Occupants of a habitable dwelling, located in the Lakengren Subdivision, shall be considered for Tenant Membership in the L.P.O.A. Renters, Lessees and/or Occupants shall be limited to no more than one family per habitable dwelling in Lakengren. A “family” shall be considered based on Article II, Section 6 of the Code of Rules and Regulations. Non-family members in a Tenant Member’s household will be considered Associate Members and must comply with the rules set forth in the Policy for Associate Memberships, including payment of annual L.P.O.A. Dues of \$60 per associate member.
3. Only Property Owners who are members in good standing shall have applications for Tenant Members considered for approval by the L.P.O.A. A Property Owner shall not have more than three (3) properties for rentals. Person(s) selling, renting, leasing property via land contract shall be subject to this policy, and all other applicable rules, regulations, and deed restrictions which pertain to lot owners, and shall count towards the limit of three rentals.

“In determining whether the three property limitation is applicable, the following shall apply:

- A. All members of a family in which a Property Owner resides shall be deemed to be the Property Owner, such that there can only be one Property Owner in a family, even if more than one Property Owner reside together. The intent hereof is to prevent more than one Property Owner in a family from each owning rental properties in excess of three in aggregate. For example, this provision would prevent a husband and wife who may each be Property Owners from each owning three rental properties respectively in their separate names.

- B.** The three property limitation shall apply to any partial or entire beneficial interest in a property owned by any Property Owner, regardless of whether such beneficial interest arises by means of a partial or entire beneficial interest in any entity, including but being not limited to a limited liability company, a corporation, a limited or general partnership, a trust or any other form of legal entity.
- C.** In the event of any controversy regarding the interpretation of applicability of this Tenant Member Policy, and this amendment thereto, the decision of the Board of Trustees shall be controlling.
4. Property Owners that have more than three (3) rental properties or land contracts as of the effective date of this item will be grandfathered, but once they sell a rental property they are not eligible to buy another one for a rental until they have fewer than three (3) rental properties.
  5. While the L.P.O.A. does not require financial and criminal background checks we would advise the Property Owner to do so on their own. Sex Offender background checks will be done before the renter or Tenant Member moves into Lakengren. If found to be a Sex Offender, approval will be denied and not allowed to move into Lakengren.
  6. The Property Owner of the rental property shall be responsible for any damage caused by the Tenant Member to Association owned property, any unpaid Association fines or charges, and any unpaid LWM bills. If a fine is levied, the Tenant Member will receive the fine notice and is responsible for paying the fine. A copy of this notice will be sent to the Property Owner for their records, and only in the event the fine is unpaid for longer than 6 months will the Property Owner be invoiced.
  7. Tenant Members must be approved by the L.P.O.A. before the privileges of such membership are granted. Advance payments of Tenant Member fees submitted with applications will be returned to the Property Owner if Tenant Membership is denied by the L.P.O.A.
  8. A copy of the rental or lease agreement shall be received by the L.P.O.A. along with the required L.P.O.A. membership form, and applicable payments. Each rental or lease agreement shall list all parties and applicable dates involved. If the Tenant/Renter passes the Sex Offender Background Check they must provide the L.P.O.A. office with the names of each person who is going to live in the home. Tenants, Renters and/or Occupants must come to the office before moving in and fill out the necessary forms for entrance cards and stickers **NO EXCEPTIONS.** Tenants, Renters and/or Occupants failure to get their cards and stickers before moving into the home will be denied entrance into Lakengren. Landlords will not be permitted to call in renters and Tenant Members before this is completed.
  9. Tenant Members have no voting rights on issues brought before the L.P.O.A. membership, but do have all other privileges and responsibilities as members pertaining to complying with the rules and regulations of Lakengren Property Owners Association, Inc. The Property Owner shall be responsible for paying the dues and assessments for all rented properties that he/she owns. By doing this it ensures that the dues and assessments are paid and makes the Property Owner responsible for his/her rentals. The Property Owner of a rental property or any Property Owner intending to purchase a rental property, must come to the office and sign a statement indicating that he/she has read and understands this policy and any changes made hereto.

- 10. All Tenant Member dues, assessments and New Member fees shall be invoiced to the Property Owner. Provisions relating to non-refund of dues and New Member fees, and the ability for partial refunding of assessments, Article II, Section 3 of the Code of Regulations, shall be applicable.
- 11. Failure by the Property Owner to comply with paragraphs 3 and/or 4 will result in **Category 3 Fine for the first offense** (See Fines and Penalties Policy). Any subsequent offense will result in a **Category 3a Fine** (See Fines and Penalties Policy), and legal action will be initiated to force compliance.

For all other items in this policy, violations of paragraphs 1 and 2, and paragraphs 5-10, will result in a **Category 2 Fine** for the first offense (See Fines and Penalties Policy). A subsequent violation will result in a **Category 2a Fine** (See Fines and Penalties Policy).

**Submitted by: L.P.O.A. Board of Trustees and Policy Review Committee**  
**Resubmitted by: L.P.O.A. Board of Trustees and Policy Review Committee**

---

I, \_\_\_\_\_, have read and understand this Tenant Member Policy, and  
*Property Owner's Printed Name*  
 am fully aware of the fines and penalties that may be levied against me if I am not compliant with this Policy.

Property Owner Signature (with Photo ID)	Date
Office Personnel Signature	Date
Office Personnel Signature	Date

**OUT OF TOWN PROPERTY OWNERS MAY HAVE DOCUMENT NOTARIZED**

**MAIL NOTARIZED DOCUMENT TO:**

**Lakengren POA  
22 W. Lakengren Drive  
Eaton, OH 45320**

I, \_\_\_\_\_, have read and understand this Tenant Member Policy, and  
*Property Owner's Printed Name*  
am fully aware of the fines and penalties that may be levied against me if I am not compliant with this Policy.

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

Sworn to and subscribed in my presence by \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_ yr. \_\_\_\_\_.

My commission expires: \_\_\_\_\_ yr. \_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Printed Notary Name

\_\_\_\_\_  
Notary Signature