WALLENPAUPACK LAKE ESTATES
LONG TERM (1 Year or more than 1 month to same person)
OCCUPANCY/RENTAL REGISTRATION AND AGREEMENT

LEASE MUST BE ATTACHED

Have you owned the rental property for at least two (2) years or owned before 6/13/15?

( ) yes *( ) no*

If you marked no, you cannot rent your property unless the property falls under one of the exceptions detailed in Occupancy/Rental Rules and Regulations approved on 6/13/15

It is important that all the following application information be given. Please print.

Date: _____

1. Rent per month_____ Occupancy/Rental Term_____

2. Property Owner/Landlords/ Agent Information

   a. Property Owner/Landlords Name: _____

      Address/Telephone Nos.:_____

      Lot & Section: _____ Street Address: _____

   b. *Agent if applicable: _____

      Telephone Number (H)_____ (W)_____

      (Cell) _____ (E-mail)_____

      ** Refer to rules and regulations adopted 6/13/15 section M*

3. Occupants/Renters full name(s) as it will appear on any occupancy or lease agreement:

   _____

4. Driver's License No._____ _____ (Primary Renter)

5. Current telephone Number (H)_____ (CELL)_____

   (Emergency) _____ (E-mail)_____

6. Have you previously rented in WLE? (yes _____) (no_____)

   If yes, address of previous rental: _____

7. Number of occupants: _____

   Number of Persons 18years of age and over occupying the Residence: _____

   Number of Children under 18 years of age occupying the Residence: _____

8. Children's Names & Parent/Guardian (If different from adult occupants identified above):

   _____Age: _____ Parent/Guardian: _____

(over)

_____ Age: _____ Parent/Guardian: _____

_____ Age: _____ Parent/Guardian: _____

(If you have additional Children to be listed, please attach a separate sheet with required information)

9. Pets/Animals Description: _____

Breed: _____ Age: _____

Color: _____ Vaccinations & Dates: _____

License Information: _____

(If you have additional pets to be listed, please attach a separate sheet with required information)

10. Occupants'/Tenants previous residence address (es) for the past two (2) years. List names, addresses and telephone numbers of any previous landlords or property owners for those residence locations:

1) Residence Street Address: _____

City:_____ State:_____ Zip Code:_____

Period thereat: _____

Landlord's Name/ Street Address: _____

City:_____ State:_____ Zip Code:_____

Telephone No.: _____

2) Residence Street Address: _____

City:_____ State:_____ Zip Code:_____

Period thereat: _____

Landlord's Name/ Street Address: _____

City:_____ State:_____ Zip Code:_____

Telephone No.: _____

11. Other Adult (18 yrs. and over) Occupant's Name:_____

12. Personal References (Not employers or relatives)

Please list three (3):

1) Name: _____

Address: _____Telephone No.: _____

2) Name: _____

Address: _____Telephone No.: _____

3) Name: _____

Address: _____Telephone No.: _____

EMPLOYMENT/FINANCIAL:

13. Present Employer's Business Name: _____

Employer's Address/City/State/Zip: _____

Employer's Phone #: _____ Start Date: _____

Former Employer's Business Name: _____

Employer's Address/City/State/Zip: _____

Employer's Phone #: _____ End Date: _____

Financial Institution Name/Address: _____

Financial Institution Phone: _____

VEHICLES:

14. Automobiles/Motorcycles: How many _____

Vehicle #1: Tag No.: _____ Make/Model_____

Year/Color _____ Titled/Registered to: _____

Insurance Company:_____ Policy No.:_____

Vehicle #2: Tag No.: _____ Make/Model_____

Year/Color _____ Titled/Registered to: _____

Insurance Company:_____ Policy No.:_____

Vehicle #3: Tag No.: _____ Make/Model_____

Year/Color _____ Titled/Registered to: _____

Insurance Company:_____ Policy No.:_____

If you have additional vehicles to be listed, please attach on reverse side of application with the required information.

15. Do you own any trailers, boats or campers? Please list:

#1: Tag No.: _____ Make/Model_____

Year/Color _____ Titled/Registered to: _____

Insurance Company:_____ Policy No.:_____

(over)

#2: Tag No.: _____ Make/Model_____

Year/Color _____ Titled/Registered to: _____

Insurance Company:_____ Policy No.:_____

#3: Tag No.: _____ Make/Model_____

Year/Color _____ Titled/Registered to: _____

Insurance Company:_____ Policy No.:_____

If you have additional items to be listed, please attach on reverse side of application with the required information.

16. Name/Address/Telephone Number of nearest relative:

_____

_____

17. Liability Insurance Coverage for non-owner occupants/renters of the house:

Insurance Company: _____

Policy #: _____

18. It will be the responsibility of the Property Owner to forward the occupants/tenants their membership badges, and the Rules and Regulations of the Association. By their signature hereto, the occupants/tenants agree to comply with the Association's policies, By-Laws, Rules/Regulations for the WLE community, and the covenants/restrictions appertaining to the property occupied/used by them.

19. By their signatures hereto, the prospective occupants/renters consent to this registration document and the Association's Property Occupancy Policy, and the Association and property owners soliciting and obtaining information about them, and consent to the Association's inquiries of others and the release of information from such others about the prospective occupants, including release of their credit history and other information reflecting upon their behavior, character, reputation, responsibilities, and financial/credit worthiness, and further consent to exchanges and release of such information between the Association and the property owners.

_____	_____	_____
Property Owner Signature	Prospective Occupants, for themselves	Date
_____	_____	_____
Property Owner Signature	Prospective Occupants, for themselves	Date

*Along with the completed Occupancy/Rental Registration and Agreement, the *Security Deposit of $1,200.00 and rental fee of $300.00 must be paid.*

Security Deposit will not need to be paid if the Landlord/Tenant already has an established Security Deposit with WLEPOA.

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 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)

A. The following rental rules and regulations shall be 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.

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 $300.00 fine for long-term;$100.00 for short-term.
At the Board of Directors meeting on May 16, 2015 the Board amended the short-term per rental fee to an annual fee of $200.00, which is due January of each year. The fine for not paying the annual fee will be $200.00. 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.

(over)

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 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 therto 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.

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 within WLE, either the lot owner or landlord, or a designated property agent, shall be readily available locally to manage and control the Rental Lot 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 owner or landlord to receive notices and demands about the occupancy, use and condition of the Rental Lot and activity thereat, as well as to manage and maintain the Rental Lot, control the tenants, occupants, and guests/visitors of the Rental Lot and their conduct and activities, and to enforce the Rental Lot 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 agent shall be provided, in writing, to WLEPOA by the owner or landlord of the Rental Lot.

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 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 owner, landlord or agent must begin effective eviction proceedings and diligently pursue eviction or ejectment as to the Rental Lot 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 owner, landlord or agent shall give assurance to WLEPOA in writing, in the form of a sworn affidavit, that the Rental Lot 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 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.

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 owner, landlord or agent must immediately terminate the lease, tenancy or rental occupancy and diligently pursue the effective eviction or ejectment of all of the Rental lot 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 have in any way or by any extent caused or are responsible, the lot 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 in which such lot 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 titled to organizational lot owners/landlords, or, as organizations, have common equity stakeholders or owners or officers, however titled, with other organizational lot 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 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 tenancy, lease and occupancy, and each tenant or occupant of the Rental Lot shall be jointly and severally obligated and bound thereto. The Rental Lot owners and Landlord shall be responsible for the tenants' (existing & prospective) notice thereof and acknowledgment thereto.

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Before every tenancy or lease, each of the Rental Lot 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 tenants and occupants shall acknowledge such commitment in writing to WLEPOA.

The Rental Lot 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 conditions, or to exercise WLEPOA's rights against the offending Rental Lot 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 owner/landlord. Such recourse by WLEPOA and reimbursement to it shall not relieve the Rental Lot 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, 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, 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 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 is kept and being maintained to the standards required of WLE's lot 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 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.

Definitions:

LANDLORD - Any owner, assignee or successor-in-interest, or lessor and sub-lessor, of a WLE residential lot 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 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 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, 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.

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.

WALLENPAUPACK LAKE ESTATES
OCCUPANCY/RENTAL RULES & REGULATIONS

Approved 6/13/15 Annual Meeting

Rental Moratorium

1. A two (2) year rental moratorium for all newly erected and acquired houses within WLE, effective as of June 15, 2015. WLE lots shall not be rented or occupied by persons other than their owners or their immediate family members, for a period of two (2) years ---

following completion of any house erected, built or placed thereat, or

following acquisition, by any means, manner, or instrument of conveyance/transfer, or by operation of law.

House 'completion' shall be the date of the latter issuance of the certificate of occupancy or equivalent permit document from the Township or Association. The term 'newly erected' house shall not be those houses rebuilt, restored or renovated following destruction, demolition, or removal of the former house structure as long as ownership change has not occurred.

Lot 'acquisition' shall be the date when title vests from the transfer or conveyance by delivery of the title instrument, which shall be presumed to be the instrument (deed) acknowledgement date in the absence of otherwise clear indication. If such instrument is not publicly recorded within twenty (20) days thereafter, then the operative date shall be when such title instrument is officially recorded as a public record. In the case of an organizational consolidation or merger or an organization's stock, security or membership certificate transfer to another, whereby an instrument of title is not necessarily delivered or recorded as evidence of new ownership of the lot, such transaction date shall control.

For purposes of this moratorium, the term 'immediate family' in reference to lot owners, includes: spouse, parents, grandparents, brother, sister, sons, daughters, children and siblings in a step family relationship, in-laws, and domestic partner of the immediate family.

For WLE lots owned or controlled by non-natural persons (i.e., organizations of any kind), the owner shall be deemed to be the person constituting the chief executive officer or other equivalent title-holder of each organization, in the absence of another designated officer of the lot owning organization.

2. Exceptions for transactions, agreements & instruments or circumstances effective as of May 15, 2015. The following WLE lots shall be excepted (grand-fathered) from the rental moratorium as follows:

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any lot subject to pending and consistent construction for a house, or under contract for a house to be erected, built or placed thereat, as of May 15, 2015;

any lot with a house under a contract of, or other commitment or obligation for, purchase or transfer/conveyance, in writing, signed by its owners or issued by a court, as of May 15, 2015;

any lot with a house whose owners are deceased or officially in the process of marital divorce, as of May 15, 2015;

any lot with a house scheduled for a pending judicial, tax, or any foreclosure or judgment execution sale, as of May 15, 2015;

any lot with a house owned by an organization which is subject to a pending consolidation or merger with another organization, or a stock, security or membership certificate transfer to another, whereby an instrument of title for the lot is not necessarily delivered or recorded as evidence of new ownership, as of May 2015;

3. Miscellaneous

The property owners shall be subject to Association disciplinary action and other sanctions (including denial of community & Association privileges) for any violation of this policy or non-compliance with the Association's rules and regulations, including, for the allowance of property occupancy and the occupants' access/use of the common areas & recreational facilities.

Any required notice delivery shall be effective upon actual delivery or any mailing to the address last on record with the Association for the WLE lot or addressee.

The Board of Directors for the Association shall establish rules and procedures and forms and other requirements for and as part of this policy and shall have sole discretion to interpret, construe, apply, and otherwise implement and effectuate this policy and its regulations, and to waive or modify its application in special situations of hardship.

For purposes of this 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 committee or designees and not the membership.

Property Occupancy Policy
For
Wallenpaupack Lake Estates

Approved on November 22, 2003 Special Meeting

WHEREAS, the lot covenants for the WLE community provide that lot owners, their successors and assigns are required to comply with the Associations Bylaws, rules and regulations; and

WHEREAS, property owners, and their families and guests are generally more predisposed to care for the properties and the community, and to respect their neighbors and the community interest, and to comply with the rules of the community, when they occupy such properties rather than others, and property owners are better able to control their non-tenant occupants; and

WHEREAS, it is in the community's interest, including for reasons of security and safety, for the Association to know the occupancy status of the houses thereat and for the Association and its lot owners to be aware of the occupants thereof in advance of occupancy, and for the owner to require financial security for the houses occupied by persons other than their owners and their families/guests;

PROPERTY OCCUPANCY

REGISTRATION, SCREENING & FINANCIAL SECURITY POLICY.

Registration

The owners of each residential property of W.L.E. shall register, with the Association, all existing and prospective occupants of the property and shall identify their relationship to the property owners, and furnish such other information to the Association as required by the Board. For each property, each time that a new occupancy or tenancy occurs, or any renewal of the then existing occupancy/tenancy occurs, under a lease or other agreement with the owner and otherwise, or any of the prospective occupants or the occupancy of the house will change, then re-registration shall be immediately required.

Screening

If any of the properties will be occupied by persons other than their owners, their immediate family members, or intermittent, short-term guests, (whether as Tenant Members and otherwise), then such persons, as prospective occupants of the properties, shall be subject to pre-screening and occupancy approval by the Association and the property owner for decision and action by the property owner. If the property owner is a non-natural person, such as a corporation or similar type entity, or other organization, then the chief executive officer or other natural person of equivalent rank/title shall be deemed the property owner for determining property occupancy for purposes of application of this policy.
The property owners will have the prospective occupants of their properties furnish certain information (which may include the following) about such occupants to the owner, who will furnish a copy to the Association.

- Their current and former occupation & employer, and the duration of such occupation/employment;
- Their former residence (including location) within the last two (2) years, the period of residency thereat, and the names, addresses, and phone numbers of the property owners (including landlords or their managing agents) for such residents;
- Proof of vehicle insurance for vehicles owned or operated by them;
- References of three (3) other persons (familiarly unrelated to them) whom are familiar with their history, character, reputation, and other attributes, including the names, addresses, and phone numbers of such references and a description of such persons' relationship to them.
- Proof of renter's liability insurance or similar liability insurance coverage for the non-owner occupants/renters of the house.

As part of this pre-screening process, the Association may inquire into the foregoing information about the prospective occupants, including by contacting former landlords and neighbors of their former residences and others for information, and the Association may interview the prospective occupants. This process may be completely or partially conducted by contracting agents of the Association. The property owners shall deliver a completed authorization form signed by the prospective occupants consenting to the Association's inquiries of others and the release of information from such others about the prospective occupants, including release of their credit history and the foregoing information.

If the Association rejects the approval of the prospective occupant, the property owner will be notified in writing and if the owner still allows his property to be occupied by or rented to such rejected occupant, it is done at the owners' sole discretion and they shall bear the risk of all fines, sanctions, WLE property damage caused by such occupants, etc.

The property owners shall be subject to Association disciplinary action and any resulting fines and other sanctions (including denial of community & Association privileges) for any violations of this policy or non-compliance with the Association's rules and regulations, including, for allowance of property occupancy and the occupants' access/use of the common areas & recreational facilities before Association occupancy approval.

Any information requirements may be waived or modified by the Association. Any waiver or modification decision of the committee may be appealed, in writing, to the Board within fifteen (15) days from notice thereof.

All information and reports about the prospective occupants, and the proceedings and decisions of the Board for the

(over)

Association will be private and confidential amongst the Association (its officials, management staff & other agents), the owners of the subject property, and the prospective occupants thereof; other Association members shall have no access to such information.

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 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 notice thereof. The Association may increase the deposit after three (3) infractions of this policy or the Association's bylaws 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.

The 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.