



RENTAL POLICY  
MASTHOPE MOUNTAIN COMMUNITY  
PROPERTY OWNERS COUNCIL  
ISSUE 2.0

EFFECTIVE DATE: MONTH, DAY 2020

BOARD OF DIRECTORS  
MASTHOPE MOUNTAIN COMMUNITY PROPERTY OWNERS COUNCIL  
196 Karl Hope Boulevard, Lackawaxen, PA 18435

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# Masthope Mountain Community – Rental Policy

## A. Scope

1. The provisions of this Policy shall apply to all residential “Dwelling Units” within Masthope Mountain Community (Masthope). The owner of the subject property shall be responsible for compliance with the provisions of this Policy and the failure of an owner, agency, managing agency, local contact person, or renting occupants to comply with the provisions of this Policy shall be deemed noncompliance by the owner.
2. This Policy defines the rental provisions in effect between the property owner leasing their property and Masthope Mountain Community Property Owners Council (Association). None of these provisions shall establish a relationship between the Association and the lessees.

## B. Interpretation

This Policy is not intended to, and does not, excuse any property owner from compliance with the Association’s governing documents and all applicable laws and local ordinances. Whenever possible, this Policy, the governing documents, and applicable laws should be construed and interpreted as being consistent, and not in conflict.

## C. Definitions

For the purposes of this Policy, the following words and terms shall have the meanings stated:

**BEDROOM** – A room or space designed to be used for sleeping purposes with two means of egress (one of which may be a window acceptable under the building code) and in close proximity to a bathroom. Space used for eating, cooking, bathrooms, toilet rooms, closets, halls, storage or utility rooms and similar uses are not considered Bedrooms. Space used or intended for general and informal everyday use such as a living room, den, and sitting room or similar is not to be considered a Bedroom. The number of bedrooms in a Dwelling Unit shall be determined, to the degree possible and documented, as the number of bedrooms identified in the building permit or the sewage permit, if applicable, for the unit.

**DWELLING UNIT** – A single family home occupied or intended for occupancy, as separate living quarters by a single family maintaining a common household, the members of which have unrestricted access to all other parts thereof, with cooking, sleeping, and sanitary facilities provided, for the exclusive use of that single family.

**MEMBER IN GOOD STANDING** – As defined in the Bylaws, a Property Owner who is in full compliance with the Declaration, Articles of Incorporation, Bylaws and rules and regulations of the Association, and who has, among other things, paid all dues, assessments and other charges levied by the Association. The definition given in the Bylaws shall govern.

**PERSON IN CHARGE** – A person or agent with actual authority to represent the owner for purposes of contact and communication regarding the owner’s Rental. A Person in Charge must reside or have an

office within a distance of the Rental Property which allows physical presence within 1 hour of notification. A Person in Charge must be able to act as legal agent for the owner. The Association must be notified, in writing, within fourteen (14) days if there is a change in the identity of the Person in Charge.

**RENTAL – Any Short-Term or Long-Term Rental**

**SHORT-TERM RENTAL – Any Dwelling Unit utilized as a single-family residence rented for the purpose of overnight lodging for a period of thirty (30) days or less, and which is subject to payment of the the Pike County Hotel Room Rental Excise Tax.**

**LONG-TERM RENTAL – Any Dwelling Unit utilized as a single-family residence rented for the purpose of overnight lodging for a period of thirty-one (31) days or longer.**

**RENTAL PERMIT – Permission granted by Masthope to utilize a Dwelling Unit for rental use.**

**RENTAL REGISTRATION – Application filed each time a Dwelling Unit is rented, which provides details as specified in this Policy.**

## D. Permits

### D.1 Permits Required

1. Only one rental ID Pass for the use at the compactor will be issued for any property used as a Rental during the first year of ownership. The starting date is determined as the date of purchase for existing Dwelling Units, and as the issuance date of the Certificate of Occupancy for a new construction.
2. No owner of any property in Masthope shall operate a Rental in Masthope without first obtaining a Rental Permit. Permits are issued by the Masthope Office to property owners who are Members in Good Standing, and Permits need to be approved by the Environmental Control Officer. Operation of a Rental without such Rental Permit is a violation of this Policy.
3. An active Rental Permit may be revoked if a property owner is no longer a Member in Good Standing.
4. Any rentals existing at the time of an ownership change can continue under a valid Rental Permit.

### D.2 Permit Requirements

1. Rental Permit applications shall contain all of the following information:
  - a. The name, address, telephone number, lot number and email address of the property owner. If the property owner does not have a managing agency, agent or local contact person, then the property owner shall provide a 24-hour telephone number. If the property owner uses a managing agency, agent or local contact person then that managing agency, agent or local contact person shall have written authorization to receive all communications for the owner. If the owner resides at a location over approximately 1 hour's drive from the Rental Property, an agent or local contact person must be selected to act as Person in Charge for the property.
  - b. The name, address and 24-hour telephone number of the managing agency, agent or local contact person.
  - c. The total number of bedrooms and maximum number of overnight guests as permitted by the Association.
  - d. A diagram or photograph showing the location and number of all on-site parking spaces.

- e. If not on a central sewer system, a septic system evaluation certifying the existing system is functioning as intended and proof the tank was pumped within the past three (3) years for approval by the Township Sewage Enforcement Officer. Maximum occupancy shall be limited by the capacity of the sewage disposal system.
  - f. Copies of current Pike County Hotel Room Rental Excise Tax Certificate and current Pennsylvania Sales and Use Tax Permit.
  - g. Signatures of both the property owner and the local managing agent or local contact person
  - h. A waiver signed by the owner allowing access to the property for the Enforcement Officer for the purpose of inspection to verify compliance with this Policy.
  - i. Copy of the current recorded Deed for the Property establishing ownership.
  - j. Each owner shall maintain at least \$500,000 in general liability insurance on each Rental for the full duration of their Permit term and provide proof of the same to Masthope. The policy needs to be specifically stating the coverage for a rental property, and needs to name Masthope as additionally insured.
2. A Rental Permit shall be issued only to the property owner of the Rental property, provided the owner is a Member in Good Standing at the time of issuance.
- a. A separate Rental Permit is required for each property.
  - b. A Rental Permit is effective for a period of one (1) year, or until any of the conditions of the Rental which are governed by this Policy are changed, whichever shall first occur. A Permit must be renewed annually and also when any of the conditions of the Rental which are governed by this Policy are changed.
  - c. Masthope will prescribe forms and procedures for the processing of Permit Applications under this Policy.

#### D.3 Permit Fees, Renewals and Deposit

- 1. Rental Permit fees, payable by the property owner to Masthope upon the filing of a Rental Permit application, shall be in the amount of \$150.00.
- 2. Rental Permit renewal fees, payable by the property owner to Masthope upon the filing of a Rental Permit renewal application, shall be in the amount of \$50.00.
- 3. Rental Permit renewal applications shall contain information regarding any changes from the immediately preceding application with respect to matters governed by this Policy.
- 4. A re-inspection fee in the amount of \$50.00 will apply if changes require a re-inspection of the property. This fee is in addition to the renewal fee.
- 5. Verification that all owed hotel and sales taxes have been paid shall be made before Permit renewal is granted.
- 6. Rental Permit renewal shall require inspections outlined in Section G below.
- 7. The owner is required to post a security deposit with the Association as follows:
  - a. \$300 - deposit to be held in an interest-bearing account.
  - b. Deposit will be returned upon:

- i. A written request from property owner, and
- ii. After passing an ECC inspection of the property.

## E. Rental Standards.

### E.1 Operating Requirements

1. The number of bedrooms permitted for any Rental shall not exceed the number of bedrooms approved for the Dwelling Unit on the building permit or the sewage permit, if applicable, issued for such property. For properties not on a central sewage system and for which there is no sewage permit on record, the Rental shall be limited to three (3) bedrooms unless proof is provided to the Sewage Enforcement Officer that the septic system is adequate to handle additional flows. Any Rental advertising more than five (5) bedrooms shall provide proof that the septic system is adequate to handle such flows by having the system approved by the Sewage Enforcement Officer, or by providing a septic permit previously issued by a Sewage Enforcement Officer. If a sewage system malfunction occurs, any and all rental of the Dwelling Unit shall be discontinued until the malfunction is corrected in accordance with Township and Pennsylvania Department of Environmental Protection requirements.
2. Outdoor parking for Rental occupants and day guests shall be limited to approved parking areas located on the Rental property. In no event shall parking for Rental guests include spaces in any street right-of-way or on any common elements.
3. The owner shall use best efforts to assure that the Rental occupants and their guests do not create unreasonable noise or disturbances, engage in disorderly conduct, or otherwise violate provisions of the Association's rules and regulations, governing documents, or any state law pertaining to noise or disorderly conduct. The owner shall notify the occupants about the rules regarding Rentals and shall respond timely when notified that occupants are violating laws, ordinances or regulations regarding their occupancy.
4. Neither Rental occupants nor guests shall engage in disorderly conduct or disturb the peace and quiet of any nearby neighborhood or person by loud, unusual or excessive noise, by tumultuous or offensive conduct, public indecency, threatening, vilifying, quarreling, challenging to fight, or fighting, or creating a dangerous or physically offensive condition.
5. The owner shall, upon notification that occupants or guests of the Rental have created unreasonable noise or disturbances, engaged in disorderly conduct or otherwise violated provisions of the Association's rules and regulations, governing documents, or state law pertaining to noise or disorderly conduct, promptly use best efforts to prevent a recurrence of such conduct by those occupants or guests.
6. Overnight occupancy of recreational vehicles, camper trailers and tents at the property where the Rental is located shall not be allowed. Outdoor overnight sleeping of occupants or guests of the Rental is prohibited.
7. A Rental shall not have any outside appearance indicating a change of use from the surrounding residential uses.
8. Subleasing all or a portion of the Dwelling Unit is prohibited.

9. All known non-owner occupants of improved properties within Masthope, except designated immediate family and their guests, shall be considered Rental occupants subject to this policy, regardless of whether any actual consideration is paid to the owner of the property.
10. Unimproved lots may not be rented or leased.
11. All Rentals shall have a clearly visible and legible notice posted within the Dwelling Unit on or adjacent to the front door containing the following information:
  - a. The name of the owner of the unit or the managing agency, agent, property manager, or local contact authorized in writing to accept service for the owner of the unit and a telephone number at which that party can be reached on a 24-hour basis.
  - b. The E-911 address of the property.
  - c. The maximum number of occupants permitted to stay in the Dwelling Unit and the maximum number of day guests permitted at any one time.
  - d. The maximum number of all vehicles allowed to be on the property and the requirement that all guest parking must be parked in the available parking areas on the property and not in or along any private or community street right-of-way or on any common elements.
  - e. The trash compactor rules and schedule, and notification that trash and refuse shall not be left or stored on the exterior of the property or anywhere else in the Community.
  - f. Notification that an occupant or guest may be cited and fined for creating a disturbance or for violating other provisions of the Association's rules and regulations or governing documents.
  - g. Notification that Rental occupants and guests are required to make the Dwelling Unit available for inspection by Public Safety or the Environmental Control Officer upon request.
12. All Rentals shall be equipped with the following:
  - a. Operational smoke detectors in each bedroom;
  - b. Operational smoke detectors outside each bedroom in common hallways;
  - c. Operational smoke detectors on each floor;
  - d. GFI protected outlets for outlets located within six (6) feet of water source;
  - e. Aluminum or metal exhaust from dryer;
  - f. Carbon monoxide detector if open flame (oil or gas) furnace, gas or wood fireplace, or wood-burning stove;
  - g. Carbon monoxide detector if garage is attached;
  - h. Fire extinguisher in kitchen;
  - i. Stairs (indoor and outdoor) in good condition; and
  - j. Hot tubs and spas must meet the barrier requirements as indicated in Appendix G of the 2009 international Residential Code.
  - k. Any other occupancy requirements which may be added by Policy revision by the Board of Directors.

13. Compliance with the requirements of this section shall be considered conditions of a Rental Permit, the violation of which may result in a revocation of that permit.
14. Each Rental use must include a signed Rental Registration with the signature of the renter confirming the renter has read, understood and agrees to comply with the Association's rules regarding rentals.

#### E.2 Compliance with Masthope Rules

1. Property owners are responsible for compliance with all of Masthope's rules and regulations while their property is being rented:
  - a. Property owners are responsible for informing Rental occupants of all rules governing Masthope.
  - b. Property owners and Rental occupants shall be jointly and severally liable for damages caused by the occupants and their guests to any community owned property, and they shall be responsible for payment of all charges/fines and assessments imposed for violation of Masthope's rules and regulations, bylaws and covenants.
  - c. Failure of the owner or Rental occupants to pay charges and/or fines, within the time indicated at the time of notification of such charges/fines, will result in charges/fines being satisfied by the community by the following process:
    - i. 30 days after notification of charges/fines, they will be posted to the property owner's account, and the property owner no longer a Member in Good Standing, until charges are paid in full. If the charges/fines are not satisfied by the 30-day time period, the community will take legal action as defined in the bylaws and covenants of the community.
    - ii. 30 days after charges have been posted to the property owner's account and have still not been satisfied, Masthope will transfer the required amount from the security deposit.
    - iii. If, as a result of such action, the security deposit is reduced, then the owner, within 30 days of notification of balance of security deposit, will restore the deposit to its original amount.
  - d. No leasing arrangement shall relieve a property owner from any obligations owed to the Association, and the owner shall remain responsible, at all times, for the failure by the Rental occupants to comply with the provisions of the Association's rules and regulations, bylaws and covenants.
  - e. Property owners shall be responsible for any and all legal, administrative and collection costs incurred by Masthope in connection with the Rental.
2. Masthope reserves the right to demand that the owner evict any Rental occupants who refuse to follow Masthope's rules and regulations, bylaws and covenants.
3. Rental occupants cannot allow any property owner or guest to use any of their ID passes. This includes other Rental occupants who are not in good standing.

#### E.3 Exclusions

Short-term Renters will not have access to the Masthope amenities for the Independence Day Holiday weekend (July 4<sup>th</sup> weekend), as defined by the Masthope POC office.

#### E.4 Occupancy

1. Overnight occupancy of a Rental shall be limited to no more than two (2) persons per bedroom plus four (4) additional persons.



2. The maximum number of day guests allowed at any one time, in addition to the overnight occupants, shall be seventy-five percent (75%) of the maximum overnight occupancy, rounded down to the nearest integer.
3. Overnight occupancy refers to the number of renters allowed and not the number of ID Passes issued. See Section E.8 below regarding ID Passes.

#### E.5 Registration

1. Rental occupants must be registered by the property owner, a managing agency, agent or local contact.
  - a. Rental occupants must be registered with the Masthope POC Office 7 days in advance of the first day of the Rental. The Registration must include the pictures needed for picture passes.
  - b. Failure to register Rental occupants 7 days in advance will result in a \$25 additional administrative fee assessed to the property owner.
2. The Property owner or their agent must inform the Masthope POC Office in writing, within one week, of any extension or termination of lease.
3. Masthope may refuse registration approval if there are any outstanding violations by or complaints against Rental occupants.

#### E.6 Registration Requirements

1. Rental Registration applications shall contain all of the following information, supplied by the property owner, local managing agent (if applicable) or local Person in Charge:
  - a. The date the registration is submitted.
  - b. An acknowledgement that a written Rental agreement exists.
  - c. An acknowledgement that the Rental occupants are required to comply with all of Masthope's rules and regulations, bylaws, covenants and this Rental Policy, and that charges/fines may be imposed for any infractions stipulated in these documents.
  - d. The start date and end date of the Rental agreement.
  - e. The name, address, telephone number, lot number and email address of the property owner.
  - f. If applicable, the name, telephone number, email address and agency name of the agent or local contact person.
  - g. The full name(s), phone numbers, email address and mailing addresses of all Rental occupants to be registered.
  - h. Signatures of both the property owner and local managing agent (if applicable) or local Person in Charge
2. The Rental Registration application may include any other notes and additions required for the use of Masthope's POC Office.

#### E.7 Registration fees

1. Registration fees are due and payable by the property owner to Masthope upon registering of each Rental.

2. A registration fee will be charged for each of the first twelve (12) rentals of a Dwelling Unit within a 12-month period extending from December 1 of one year and November 30 of the following year. The registration fee will be a flat fee of \$100 per rental.
3. For thirteen (13) and more rentals within the 12-month period extending from December 1 of one year and November 30 of the following year, the registration fee will be a flat fee of \$250 per rental.

#### E.8 ID Passes

##### E.8.1 General Requirements

1. Rental occupants must purchase one ID Pass to be used by the primary renter at the compactor, and they may purchase additional ID Passes. The number of purchased ID Passes is limited to ten (10) or the number of Rental occupants listed on the Rental Registration, whichever is less.
2. The cost of each ID Pass for Rental occupants is \$25.
3. Within the limits set by this Policy, Rental occupants listed on the Rental Registration receive picture passes (subject to the same privileges as guest passes).
4. The purchase of ID Passes for registered renters includes the use of Masthope amenities such as the beach, pool, courts (tennis, basketball, handball, etc.), boats and River Park. There are additional fees charged at the Fitness Center, Stables and Ski Area.
5. The property owner's ID Passes and guest passes will be de-activated for the period of the Rental.
6. At the end of each Rental, and on return of the Rental ID Passes, the property owner's ID Passes/guest passes will be re-activated.
7. Property owners will continue to have ski privileges for the duration of the Rental.
8. There will be a \$25 deposit required to pick up the passes from the POC administrative office, with the deposit being returned upon the return of all passes.

##### E.8.2 Short-Term Rentals

1. At a minimum, one ID Pass needs to be purchased for one designated renter who will be named as the primary renter.
2. The primary renter ID Pass needs to be used at the compactor

##### E.8.3 Long-Term Rentals

1. Long-term Rental occupants are required to comply with the same family lineage requirements as property owners.
2. Long-term Rentals extending beyond one year shall be reviewed for approval on an annual basis.

## F. Enforcement

The administration of this article shall be shared between Masthope's Public Safety officers and the Environmental Control Officer, together referred to as Enforcement Officers. They shall have the responsibility and authority to administer and enforce all provisions of this Policy. In addition, the Community Manager or their designee(s) may inspect properties to ensure compliance with this Policy.

## G. Inspections

1. All Rentals shall be subject to inspections by the Enforcement Officers to verify application information, Permit, Permit renewal and/or operating requirements.
2. The issuance of a Rental Permit is not a warranty that the premises is lawful, safe, habitable, or in compliance with this Policy.
3. If there is reason to believe that any provision of this Policy is being violated, the Board of Directors may or may cause, through an authorized representative of Masthope, entry onto premises for the purpose of inspection of any and all premises, properties, buildings and/or structures located within Masthope for ascertaining the existence of violations. In those matters where the nature of an alleged violation is such that an inspection of the interior of a building or structure is necessitated, prior arrangements must be made with the owner or an authorized agent to secure access thereof.

## H. Marketing

The marketing of a Rental in which the advertised occupancy exceeds the maximum occupancy requirements permitted by this Policy, or which promotes any other activity which is prohibited by this Policy, shall be a violation of this Policy.

## I. Notice of Violation

If it appears to an Enforcement Officer that a violation of this Policy exists or has occurred, the Enforcement Officer or the Masthope POC Office shall provide a written Notice of Violation to the owner following established Masthope notification protocols. The Enforcement Notice shall identify the premises which is the subject of the violation, enumerate the conditions which constitute the violation, cite the specific sections of this Policy which are violated, indicate the action required to correct the violation, and provide a time frame (established by the Enforcement Officer based upon the nature of the violation) to correct the violation.

## J. Nuisance

In the interest of promoting the public health, safety and welfare, and minimizing the burden on Masthope and community services and impacts on its residents posed by Rentals, a violation of any of the provisions of this Policy is declared to be a nuisance.

## K. Violations and penalties

Any property owner who violates or permits a violation of the provisions of this Policy shall be subject to fines as established in the Rules and Regulations of Masthope.

In addition to, but not in limitation of, the provisions of the preceding paragraph and Section J above, the Enforcement Officers may either revoke, or deny an application to renew, a Rental Permit for three (3) uncured or repeated violations of this Policy in any rolling twelve (12) calendar month period. The revocation or denial to renew a Rental Permit shall continue for six (6) months for the first set of three (3) uncured or repeated violations, and continue for one (1) year for any subsequent sets of violations.

## L. Owners severally responsible

If the premises are owned by more than one owner, each owner shall severally be subject to penalty for a violation of this Policy.

## M. Appeals

If a property owner receives a violation or fine or has been denied a Permit under the provisions of this policy, and believes that the fine or denial may have been issued wrongly or improperly, the property owner may file an appeal using the provisions of Masthope's appeals process.

## N. Severability

In any section, provision, or portion of this Policy shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Policy so long as it remains legally enforceable minus the invalid portion. The Association reserves the right to amend this Policy or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Policy, and the effective administration thereof.

## O. Repealer

All Masthope Policies or parts of Policies which are inconsistent with this Policy are hereby repealed.

## P. Effective Date

This Policy shall become effective on Month, Day 2020.

## Policy Change Log

| Issue | Board Approval Date | Effective Date  |
|-------|---------------------|-----------------|
| 1.0   | MMM dd, YYYY        | Month, Day 2020 |