



RENTAL POLICY
MASTHOPE MOUNTAIN COMMUNITY
PROPERTY OWNERS COUNCIL
ISSUE 1.0

EFFECTIVE DATE: TBD

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 constitute requirements in addition to those of the *Short-Term Rental Ordinance of Lackawaxen Township* ("STR Ordinance"), and all provisions of the STR Ordinance are incorporated by reference as if set forth at length.
2. 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 (as defined in the STR Ordinance), or Rental occupants to comply with the provisions of this Policy shall be deemed noncompliance by the owner.
3. 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 who shall retain any private cause(s) of actions they may have against the landlord/owner.

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

Definitions of the STR Ordinance apply to this document. In addition to, and for the purposes of this Policy, the following words and terms shall have the meanings stated:

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.

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

SHORT-TERM RENTAL – The definition contained in Section 3 of the STR Ordinance applies.

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 – Annually renewable written permission granted by Masthope to utilize a Dwelling Unit for rental use.

RENTAL REGISTRATION – Application filed each time a Dwelling Unit is rented.

D. Masthope Rental Permits

D.1 Permits Required

1. No owner of any property in Masthope shall operate a Rental in Masthope without first obtaining a short-term rental license issued by Lackawaxen Township.
2. No owner of any property in Masthope shall operate a Rental in Masthope without first obtaining a Masthope Rental Permit. Permits are issued by the Masthope Office to property owners who are Members in Good Standing, and who meet the requirements of this Policy.
3. The issuance of a Masthope Rental Permit is not a warranty that the premises is lawful, safe, habitable, or in compliance with this Policy.
4. Permits need to be approved by the Masthope Environmental Control Officer.
5. Operation of a Rental without a Masthope Rental Permit is a violation of this Policy.
6. An active Masthope Rental Permit may be revoked if a property owner is no longer a Member in Good Standing.
7. Any rental agreements existing at the time a property changes ownership can continue under a valid Rental Permit. A new Rental Permit is required for any new rental agreements.

D.2 Permit Requirements

1. Masthope 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.
 - 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 STR Ordinance.
 - d. A diagram or photograph showing the location and number of all available on-site parking spaces.
 - e. Signatures of both the property owner and the local managing agent or Local Contact Person, if applicable.
 - f. Copy of the current recorded deed for the property establishing ownership.
 - g. Copy of the short-term rental license issued by Lackawaxen Township.
2. A Masthope 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 Masthope Rental Permit is required for each property.
 - b. A Masthope 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

Masthope Rental Permit must be renewed annually and also when any of the conditions of the Rental which are governed by this Policy are changed. Changing the managing agency, agent, or Local Contact Person does not constitute a change of conditions of the Rental.

- c. An expired Masthope Rental Permit is a Permit that has not been renewed or has become no longer effective under Requirement 2.b above. No property in Masthope is allowed to be operated as a Rental under an expired Masthope Rental Permit.
 - d. Any application for a Masthope Rental Permit is considered a new application, and not a renewal, if the previous Masthope Rental Permit has not been continuously renewed per the requirements in section 2.b above.
 - e. Masthope will prescribe forms and procedures for the processing of Masthope Permit Applications under this Policy.
3. The Association must be notified, in writing, within fourteen (14) days if there is a change in the identity of the managing agency, agent or Local Contact Person.
 4. Masthope Rental Permit renewal applications shall contain information regarding any changes from the immediately preceding application with respect to matters governed by this Policy.
 5. The owner is required to post a security deposit with Masthope. This deposit will be returned upon:
 - a. The expiration of a Masthope Rental Permit and
 - b. A written request from the property owner.

E. Rental Standards.

E.1 Operating Requirements

1. All Standards defined in the STR Ordinance apply in Masthope.
2. All Outdoor parking for Rental occupants and day guests shall be limited to approved parking areas identified on the Rental Permit. In no event shall parking for Rental occupants and guests include spaces in any street right-of-way, any limited common element, or any common element.
3. Masthope has authority to fine owners for actions of their renters and guests.
4. A Rental shall not have any outside appearance indicating a change of use from the surrounding residential uses.
5. Subleasing all or a portion of the Dwelling Unit is prohibited.
6. 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.
7. Unimproved lots may not be rented or leased.
8. In addition to the mandates of the STR Ordinance regarding notices posted in Dwelling Units, the following information must also be displayed:
 - a. The trash compactor rules and schedule, as well as a notification that trash and refuse shall not be left or stored on the exterior of the property or anywhere else in the Community.

- b. 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.
9. Compliance with the requirements of this section shall be considered conditions of a Masthope Rental Permit, the violation of which may result in a revocation of that permit.
10. 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 and Regulations.

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 and must provide Rental occupants copies of current Rules and Regulations.
 - 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. Property owner and Rental occupants will be notified of any violations following standard Masthope violations process.
 - d. Within the framework established by the Masthope appeals process (see also Section K below), 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 may take legal action as defined in the Rules and Regulations, 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.
 - e. 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 & Regulations, Bylaws and Covenants.
 - f. Property owners shall be responsible for any and all legal, administrative and collection costs incurred by Masthope in connection with enforcement of violations of this Rental Policy.
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.

E.3 Exclusions

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

E.4 Registration

1. Rental occupants must be registered by the property owner, a managing agency, agent, or Local Contact Person.
 - a. Rental occupants must be registered with the Masthope POC Office 7 days in advance of the first day of the rental period. The Registration must include the pictures needed for ID Passes.
 - b. Failure to register Rental occupants 7 days in advance will result in an additional administrative late 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.5 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 Contact Person:
 - a. The date the registration is submitted.
 - b. An acknowledgement that a written Rental agreement exists.
 - c. An acknowledgement, signed by owner and tenant, 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 number(s), email address(es), and mailing address(es) of all Rental occupant(s) to be registered.
 - h. The make, model, color, and license number of each vehicle used by Rental occupants.
 - i. Signatures of either the property owner or local managing agent / 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.6 ID Passes

E.6.1 General Requirements

1. Rental occupants may receive rental ID Passes which provide access to Masthope's amenities, and which are issued based on the information provided through the Rental Registration. The number of

rental ID Passes is limited to eight (8) or the number of Rental occupants listed on the Rental Registration, whichever is less.

2. Rental occupants may purchase up to a maximum of four (4) additional rental ID Passes. The total number of rental ID Passes may not exceed the number of Rental occupants listed on the Registration. The cost of these additional passes shall be in an amount as may be established by a motion duly approved by the Board of Directors.
3. One rental ID Pass will be designated a Compactor Pass. This ID Pass must be used at the compactor.
4. Rental ID Passes are associated with the pictures of Rental occupants for a given rental period. They are only valid for that duration and need to be returned to the Association at the end of the rental period. The Association may reuse ID Passes.
5. Rental ID Passes include 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.
6. The property owner's ID Passes and guest passes will be de-activated for the period of the Rental.
7. 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.
8. Property owners will continue to have ski privileges for the duration of the Rental.
9. A deposit will be required to pick up the passes from the POC administrative office, with the deposit being returned upon the return of all passes. The deposit amount shall be in an amount as may be established by a motion duly approved by the Board of Directors.

E.6.2 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. Fees

The following fees, payable by the property owner to Masthope, shall be in an amount as may be established by a motion duly approved by the Board of Directors:

1. Rental Permit fee – upon the filing of a Rental Permit application
2. Rental Permit Renewal fee – upon the filing of a Rental Permit renewal application
3. Registration fee – upon the registering of each rental agreement
4. Administrative late fee – upon failure to register Rental occupants 7 days in advance
5. Security deposit – required to be posted by the property owner upon the initial filing of a Rental Permit application

G. Enforcement

1. The administration of this Policy 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.
2. 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.
3. If there is reason to believe that any provision of this Policy is being violated, and the violation cannot be ascertained without inspection, any Enforcement Officer, the Community Manager, the Board of Directors, or any of their designees may notify Lackawaxen township and request an inspection of the property, premises, buildings, or structures for ascertaining the existence of violations.

H. 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.

I. 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 (see also Section K below).

In addition to, but not in limitation of, the provisions of the preceding paragraph, the Environmental Control Officer 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.

J. Owners Severally Responsible

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

K. 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.

L. Severability

If 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, upon written notice to the membership. and the effective administration thereof.

M. Monitoring

Masthope will establish a monitoring program to assess the efficacy of this Policy. This program will allow better understanding of the rental activity impact on community assets and the intensity of amenity use. Data collection will focus on facilities and amenities with ID Pass access controls, and will be effected equally for all amenity users, not just Rental occupants.

N. Repealer

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

O. Effective Date

This Policy shall become effective on tbd.

Policy Change Log

Issue	Board Approval Date	Motion ID	Effective Date
1.0	MMM dd, YYYY	Xx:xx:xx:xx	Month, Day 2021