

1 Beech Mountain Lakes Association			
Policies			
Section:	4.0 Administration	Effective Date:	7/26/2023
Policy:	4.2.1 Long Term Rental Policy	Supersedes:	4.2 (11/28/2018)
Approved by:	_____ of _____ Board Members		

If applicable, the exact amount of the Fee, Fine or Deposit that may be referenced in the below Policy, can be found in the Schedule for Fees and Fines (found by following this link)

If permits are required for this policy:

- 1. Beech Mountain has 30 days from date of submission to approve the permit**
- 2. It is your responsibility to check with Butler Township for any permits needed to ensure you are in compliance with their policies**

RECITALS

- A. Whereas, the Beech Mountain Lakes Protective Covenants, Declarations, and Rules and Regulations, from hereon referred to as the ‘Policies,’ describe how a property may be used, developed, and maintained within the community.
- B. Whereas, the Board of Directors, under section 13 of the Beech Mountain Lakes Protective Covenants, has the power to implement general use restrictions including section 13.5.
- C. Whereas, the Property Owner, under section 13 of the Covenants is charged with certain responsibilities regarding the care, maintenance, service, and preservation of property within Beech Mountain Lakes Association in Drums, Pennsylvania.
- D. Whereas, the Board of Directors wishes to update a uniform policy for long term rentals within the Beech Mountain Lakes Community.

Now, therefore, let it be resolved that the Board of Directors hereby updates the following policy for long term rentals:

MEMBERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR RENTERS/OCCUPANTS ENTIRELY AND MUST ADVISE THE RENTERS/OCCUPANTS OF THE RULES AND REGULATIONS OF THE BEECH MOUNTAIN LAKES COMMUNITY.

A LONG TERM RENTAL IS CONSIDERED, AS DEFINED BY BUTLER TOWNSHIP, AS 61 DAYS OR LONGER.

The following Association rules shall apply to and be effective for all Beech Mountain Lakes properties:

1. The ownership, tenancy, rental, possession, occupancy, use and residency of all Beech Mountain Lakes properties shall be registered with the Association, such that the lot ownership, occupant information and status, as required by the Association, are current and updated.

2. If the owner is not residing in the home, all persons (referred to as 'occupants') renting, leasing, using, possessing, occupying, or residing at any Beech Mountain Lakes property by or derived from any owner authorization or permission, or lack thereof, shall be so registered with the Association, and the property owner shall provide the Association with a copy of the completed background check, lease, and required rental fee. (See the Schedule for Fees and Fines)
3. **No unit owner may lease/rent less than the entire unit** (the entire residential structure). This provision shall include (but not be limited to) leasing/renting any room or multiple rooms within the unit owner's residence for transient or hotel purposes. Any lease or rental other than the entire unit shall be considered transient for whatever duration.
4. The owner, whether local or out of the area, is ultimately responsible for the renters to abide all BML rules, regulations, and policies. This includes keeping the property in good upkeep, swale maintenance, trash guidelines, parking, etc.
5. If the owner of the rental property resides more than 30 miles away from the Beech Mountain Lakes, then the owner must have a rental agent who resides closer than 30 miles. The agent's contact information must be on file with BML.
6. All Beech Mountain Lakes' properties, **whose accounts are delinquent, or their owners as Association members, are otherwise not in good-standing with the Association, for a period of more than six (6) consecutive months, shall be restricted as follows:**
 - a) **Any and all rentals or leases of such properties, or Landlord/Property Owner - Tenants therein, shall not be permitted.** Such properties shall not be rented or leased, for any use, residency or occupancy, to others for any kind, form or amount of remuneration, or other value or consideration in exchange or in return.
 - b) The use, possession, residency, or occupancy of such properties **shall be limited to an owner thereof and/or such owner's immediate family members.** In the case of organizational owners, **shall be limited to an Executive Officer** thereof and/or such Officer's immediate family members.
 - **Owners** are those natural persons or organizations having an ownership interest in the lot as evidenced by a duly recorded deed or title or other instrument or
 - **Immediate Family Members** of the lot owners shall be their parents, children, grandchildren and siblings of the lot owners.

Any lot occupant not recognized by the Association as or qualifying for any of these particular classifications of persons listed above shall be regarded as an illegal tenant, lessee, or renter of the

lot owners. Violators will be subject to a fine. (See the Schedule for Fees and Fines.)

- c) The non-owner, or illegal occupants, **shall not** be accorded any Association or Beech Mountain Lakes community privileges, and they and their invitees/visitors **will be** deprived of access into the Beech Mountain Lakes community, and use of (including any travel over and passage upon) the Beech Mountain Lakes common areas, which also include the 'easements' or road rights-of-way, except for some authorized purpose or recognized urgent or emergency reasons brought to the Association's attention.

It is also declared that all such lot privileges accorded to Association members, as lot owners, are hereby suspended, pursuant to the by-laws.

The Association may levy a fine monthly (See the Schedule for Fees and Fines.) for Rental/Occupancy by a member not in good standing status.

- d) Except for registration and information submission requirements, property owners may apply for an exception from these lot rules (restrictions) by making an acceptable installment payment commitment and/or providing acceptable financial security to the Association, with a suitable good-faith payment on account. The property owner's dispute of any part of the property account shall not serve as any exception, and otherwise relieve them of their payment obligation or debt; rather, the account shall nevertheless be paid in full or subjected to an acceptable payment agreement with the Association, and it may be accompanied by some clear reservation of rights or payment under protest indication in writing.
- e) The period of account delinquency and not in good-standing status relative to this policy and these rules shall have retroactive application. However, any verifiable pre-existing contractual rental or lease (including subleases and assignments) of a Beech Mountain Lakes lot, as registered with the Association upon the effectiveness of this policy, shall not be subject to such restrictions, until the particular lot rental or lease or Landlord/Property Owner -tenant relationship relative thereto has expired and otherwise ended, or the lot has been surrendered or abandoned by the particular renters, tenants or lessees. All lot rental or lease renewals with pre-existing tenants/lessees or contractual property rentals or leases with other persons shall be subject hereto.
- f) The owner(s) of each lot shall register with the Association, the ownership, residency, rental and occupancy status of the property and houses thereat, including all then current and known prospective occupants, identifying their relationship to the lot owner(s), and submit any lease agreement and any other occupant identifying information (including but not limited to the Occupant's tax ID or SS#) to the Association on its required registration forms. Also, all non-owner occupants of a property shall present official records, documents, affidavits, and other information requested as proof to the Association of their identity and relationship to the property owner(s). Pertinent motor vehicle license, registration and insurance

records/documents are subject to screening by the Association.

- g) Upon registration, the renter/occupant of a member not in good standing will be given a resident vehicle pass which must be hanging from the rearview mirror at all times, provided the owner is current or has a payment arrangement.
 - h) The owner, whether local or out of the area, is ultimately responsible for the renters to abide by all BML rules, regulations, and policies. This includes, but is not limited to, keeping the property in good condition, maintaining swales, following trash guidelines, the use of recreational vehicles, and adhering to all parking and road regulations.
7. Every time that the ownership, possession, or occupancy of the lot will change, then re-registration shall be immediately required.
 8. In no event shall it be determined that a landlord/property owner/tenant relationship exists between the Association and a renter/occupant.
 9. Owner(s)/member(s) must have their prospective tenant complete a Renter/Occupant Registration Form and submit to a Tenant Criminal Background Check, for each property they are planning to rent or have occupied in their absence. Forms may be obtained by property owner(s) at the Beech Mountain Lakes Administration Office or on the website, www.bmla.us for each rental/occupancy. The owner/member must complete a Renter/Occupant Registration Form, which shall include the following information:
 - Number of Persons in The Renter/Occupant Party
 - Renter/Occupant Vehicle Identification
 - Rental/Occupancy Dates
 - Address Lot/Block of The Rental/Occupancy Property
 - Member's Signature and Contact Information
 - Complete Copy of Tenant Criminal Background Check
 10. Renters/Occupants will not be admitted into the community unless the complete Renter/Occupant Registration Form with a copy of all Tenant Criminal Background Checks for all occupants/renters over the age of 18 years have been received and accepted in the Beech Mountain Lakes Association Administration Office **no later than ten (10) days** prior to arrival and accompanied by the rental fee (per the fee schedule). In addition, the rental fee (per the fee schedule) will also be required at the beginning of each calendar year.

If the owner has only one property, the renters/occupants shall not be allowed to use the amenities unless either the renters/occupants or the property owner(s) pay to the Association an amenity fee (per the fee schedule) per month for use of the amenities by the renters/occupants. The property owner is still entitled to use the amenities because the owner has paid the annual assessment fee on the property.

If the owner of the property has two (2) properties (while paying the annual assessment fee on both), no additional amenity fee is required by the renter of the 2nd home.

11. It is the responsibility of the member/owner to notify the Beech Mountain Lakes Association Administration Office when any change occurs in rental/occupant status or when a rental/occupancy is terminated.
12. Upon registration, the renter/occupant of a member in good standing will be given a vehicle sticker which must be displayed on the vehicle at all times.
13. Upon registration, the renter/occupant of a member not in good standing will be given a resident vehicle pass which must be hanging from the rearview mirror at all times.
14. Property owners are financially responsible to the Beech Mountain Lakes Association for any damages to the amenities or common areas caused by the actions of their renter/occupant. Members shall be advised of all fines and citations given to the renter/occupant and shall also be responsible for same.

Effective Date:

In witness whereof, the undersigned have executed this resolution on the 26th day of July 2023.

Signature on file in Admin office

President

Signature on file in Admin office

Secretary

Beech Mountain Lakes Association
Burke Dr.
Drums, PA 18222
Phone (570) 788-1010
Fax (570) 788-5117
Email: administration@bmla.us

RENTER APPLICATION AND CRIMINAL BACKGROUND CHECK

THIS FORM MUST BE SIGNED AND APPROVED BY THE ASSOCIATION **PRIOR** TO TENANTS OCCUPYING THE RESIDENCE WITHIN BEECH MOUNTAIN LAKES

Date: _____

Lot Number: _____

BML Property Address: _____

BML Property Owner (Printed Name): _____

BML Property Owner (Signature): _____

BML Property Owner Telephone Number: _____

BML Property Owner Email Address: _____

Beech Mountain Lakes Association Rental Packet Acceptance:

Rental Packet Acceptor Printed Name: _____

Rental Packet Acceptor Signature: _____

Date of Rental Packet Acceptance: _____

Rental Fee Paid: Amount \$ _____ Check# _____ or Cash _____

Tenants Adult(s) Printed Name: _____

Tenants Children Printed Name:
(over Age 18) _____

Tenants Children Printed Name:
(under Age 18) _____

Tenant Current Address: _____

Tenant Previous Address:
(if Less than 3 years) _____

Tenant Telephone Number: _____

Proposed Lease Start Date: _____ End Date: _____

Tenant Vehicle Information

	Vehicle 1	Vehicle 2	Vehicle 3
Make			
Model			
Year			
Color			
State			
Plate #			

Copy of Tenant Lease Agreement Attached: Yes _____ No _____

Tenant Received copy of BML Association Covenants, Rules and Regulations?
 Yes _____ No _____

Criminal History

Landlord/Property Owner represents that Tenant has never been arrested or convicted of a criminal offense (other than a minor traffic violation) and that Tenant or Tenant’s guests will not commit any crimes or engage in any unlawful activities on, in or near the Leased Property or in Beech Mountain Lakes Community.

Tenant understands that if Landlord/Property Owner determines that there is misrepresentation by Tenant regarding a criminal record or criminal activities, then this will be considered an incurable and material breach of this Lease Agreement allowing for eviction.

By signing this Lease Agreement, Tenant hereby consents and authorizes Landlord/Property Owner to perform a criminal history background check of Tenant by any Agency during the term of this Lease Agreement.

Tenant agrees to complete any request for a criminal record check form as provided by Landlord/Property Owner. All Tenants over the age of 18 are subject to a criminal background check.

Beech Mountain Lakes Association reserves the right to refuse any Tenant application for failing to submit to the Tenant Criminal Background Check procedure.

Beech Mountain Lakes Property Owners may also have their Property Owner privileges revoked for failing to submit to the Tenant Criminal Background Check procedure.

Beech Mountain Lakes Association will not be liable for any monetary, property or any other damages incurred by the Landlord/Property owner in the case of eviction. In addition, the Property Owner agrees that he will be responsible for any and all Association legal fees in the case of an eviction.

No tenant may reside in Beech Mountain Lakes until a signed application is provided to and accepted by the Beech Mountain Lakes Association.

The Landlord/Property Owner is ultimately responsible for any violation or actions committed by their tenants while residing in Beech Mountain Lakes. Failure to abide by these rules and regulations may result in loss of rental privileges.

Property Owners who fail to acquire a bona fide criminal background check on prospective tenants or who rent to tenants who have been convicted of a felony, shall indemnify, and by their actions or inactions, hold the Association harmless for any claim made against the Association for criminal activity committed by the Tenant.

I agree to the terms set herewith in this rental property application.

Tenant Signature: _____ Date: _____

Tenant Printed Name: _____

We are the sole owners of this property and fully understand the terms of this agreement.

Property Owner Signature: _____ Date: _____

Property Owner Printed Name: _____

**Consent to perform Criminal History / Background Check
for Beech Mountain Lakes Association Rental Application
(Performed by Landlord/Property Owner)**

\$ _____ Fee Required per Background Check (Paid by Tenant)

All Tenants over the age of 18 must complete Background Check Form

PLEASE PRINT

Last Name: _____ First Name: _____ Middle Initial: _____

Maiden or Other name used in any other Records: _____

Address: _____ Apt #: _____

City: _____ County: _____ State: _____ Zip: _____

Date of Birth: _____ SS#: _____ Gender: M F

Drivers License #: _____ Issuing State: _____

Name as it appears on Driver's License: _____

I, _____ hereby authorize Beech Mountain Lakes Association to receive a copy of my criminal history record information, pertaining to me, which may be on file in any state or local criminal record justice agency in any state. This information may be used by the property owner to determine eligibility to rent within Beech Mountain Lakes Association Property.

I release all persons or equities from liability for any alleged or real damage that may results from furnishing accurate information in good faith the Beech Mountain Lakes Association, as well as its employees and affiliated entities. Information will be used only for this application.

Tenant Signature: _____ Date: _____

Tenant Printed Name: _____

Received by BML Administration Name: _____ Date: _____