

**Beech Mountain Lakes Association, Inc.**  
**Resolution No. 2014 - 04**  
**Amending Rules for Rental/Occupancy of Properties**  
**within the Beech Mountain Lakes Development**

MEMBERS ARE RESPONSIBLE FOR ACTIONS OF THEIR RENTERS/OCCUPANTS ENTIRELY AND MUST ADVISE THE RENTER/OCCUPANTS OF THE RULES AND REGULATIONS.

**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 and ownership and occupant information and status as required by the Association is current and updated. All persons renting, leasing, using, possessing, occupying, or residing at any Beech Mountain Lakes property, however temporary or intermittent, under, by or derived from any owner authorization or permission, or lack thereof, (referred as "occupants"), shall be so registered with the Association.
2. All Beech Mountain Lakes properties, which accounts have been in delinquency status 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.) All rentals or leases of such properties, or landlord-tenancies 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 and/or short-term guests, and, in the case of organizational owners, shall be limited to an executive officer thereof and/or such officer's immediate family members and/or short-term guests. 'Owners' are those natural persons or organizations having an ownership interest in the lot as evidenced by a duly recorded deed of title or other instrument or as authorized by operation of law. 'Immediate family members' of the lot owners shall be their parents, children, grand-children, and siblings of the lot owners. 'Short-term guests' shall be those persons staying in a full day (24-hour) occupancy at the household of the lot owner for a cumulative total of less than thirty (30) days of a year. Any lot occupant not recognized by the Association as or qualifying for any of these particular classifications of persons shall be regarded as a tenant, lessee, or renter of the lot owners.
  - c.) The non-owner occupants shall not be accorded any Association or Beech Mountain Lakes community privileges, and they and their invitees/visitors may 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 includes the 'easements' or road rights-of-way, except for some authorized purpose or recognized

urgent or emergency reasons brought to the Associations' attention. It is declared that all such lot privileges accorded to Association members, as lot owners, are hereby suspended, pursuant to the by-laws.

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 owners 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 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 an 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-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.

3. 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, and identify their relationship to the lot owner(s), and submit any lease agreement and/or other document and such other owner identifying information, including owner's tax ID or social security numbers, to the Association on its forms and as required by it. Also, all non-owner occupants of a property shall present official records, documents, affidavits, and other information as satisfactory proof to the Association of their identity and relationship to the property owner(s), and pertinent motor vehicle license, registration and insurance records/documents, and may be subject to screening and an interview by the Association. Every time that the ownership, possession, or occupancy of the lot will change, then re-registration shall be immediately required. **The Association may levy a fine of up to \$100.00 a month for Renting/Occupancy by a member not in Good Standing.**

4. In no event shall it be determined that a landlord/tenant relationship exists between the Association and a renter/occupant.

5. Owner(s)/Member(s) must complete a Renter's Occupant's Registration Form 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 office.

6. For each rental/occupancy the owner/member must complete a Renter's/Occupant's Registration Form, which shall include the following information:

- a.) Renters/Occupants Name
- b.) Number of persons in the renter's/occupant's party.
- c.) Renters/Occupants vehicle identification.
- d.) Rental/Occupation dates.
- e.) Address or identification of the rental/occupancy property
- f.) Member's Signature and phone numbers where they can be reached.

7. Renters/Tenants will not be admitted unless the registration form has been received in the Beech Mountain Lakes office **no later than five (5) days** prior to arrival and accompanied by a **\$25.00 rental fee for all rentals of seven (7) days or less and a \$50.00 rental fee for all rentals for a duration of eight (8) days to one year. A \$50.00 rental fee must be paid for each additional year of the lease. The renters/tenants shall not be allowed to use the amenities unless either the renters/tenants or the owner shall pay to the Association an amenity fee of \$25.00 per month for renters use of the amenities. The Association may levy a fine of up to \$100.00 for violation of this section.**

8. It is the responsibility of the member/owner to notify the Beech Mountain Lakes office when any change occurs in rental/occupant status or when a rental/occupancy is terminated.

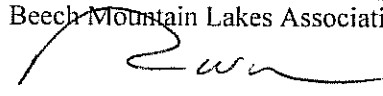
9. Upon registration, renter/occupant will be given a dated renter's/occupant's pass which must be displayed on the vehicle dashboard at all times.

10. Property owners are financially responsible to the Beech Mountain Lakes for any damages to the amenities or common areas caused by the actions of the renters or occupants. Members shall be advised of all fines and citations given to the renter/occupant and shall also be responsible for the same.

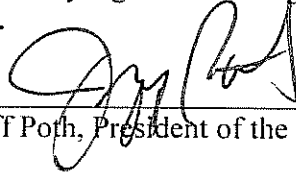
11. It is the responsibility of the owner/member to provide their guests and renters/occupants with badges and renter/occupant vehicle passes. In absence of the member, the renter/occupant may obtain these items by presenting to the Beech Mountain Lakes office written authorization from the member/owner.

12. A maximum of four (4) amenity passes/badges per rental property shall be issued with the registration fee, provided that the owner is current on all association assessment obligations and is a member in good standing. Additional amenity badges/passes for renters/occupants may be purchased at the Beech Mountain Lakes office by members in good standing for a cost of \$5.00 per badge and is limited to six (6) additional badges. (Badges are valid for each current dues year or term of the rental agreement whichever is the lesser)

Adopted this 26 day of FEBRUARY, 2014, at a duly organized meeting, by vote of the Beech Mountain Lakes Association, Inc. Board of Directors.



Kevin Walsh, Secretary



Jeff Poth, President of the Board