

TAKEN FROM RULES AND REGULATIONS OF LAKELAND COLONY CORPORATION  
(Amended, Restated and Effective as of April 1, 2022)

**§ 208: RENTAL OF PROPERTIES.**

**§ 208-1 Purpose.** In the interest of maintaining and ensuring that:

- (a) Members and their Tenants are familiar with and are in compliance with all LCC Rules and Regulations;
- (b) LCC has adequate information with which to communicate with Members and their Tenants about LCC Issues prior to, during, or after a rental event;
- (c) to provide security for LCC by obtaining information on all rental arrangements; and,
- (d) to enhance the ability to communicate regarding Tenants' compliance with the provisions of the LCC Rules and Regulations.

**§ 208-2 Applicability.** All Members who rent their home, for any period of time are subject to these Rules and Regulations, including daily, weekly or seasonal rental agreements, lease-purchase agreements, and/or lease-option agreements.

**§ 208-3 Disclosure of LCC Rules to Tenants.** At or before the time a rental or lease agreement is signed between Member and a Tenant or Tenants, Member will cause a copy of the Rules and Regulations to be provided to the Tenant.

**§ 208-4 Rental Tenant Rules and Limitations:**

- (a) All vehicles must be parked at the property being rented and sufficiently off of the roadway so as to not block traffic.
- (b) Limit on occupancy: Under no circumstances shall any properties be leased or rented by any entity other than a single family unit.
- (c) Tenants are prohibited from use of any of the community owned swim and boat docks for any use (fishing, swimming, boating, sunbathing, etc.)
- (d) Tenants are prohibited from using community owned ramps for purposes of launching motorized watercraft
- (e) Tenants are prohibited from use of any off-road vehicles, including OHVs, Golf Carts, Snowmobiles, or any other motorized vehicle other than a private passenger vehicle on LCC Property
- (f) Tenants are prohibited from igniting or launching fireworks from anywhere on the rented property including shoreline area and boat docks associated with the rented property and any of LCC common property.
- (g) Tenants are prohibited from hunting or shooting firearms within the Lakeland Colony Development.
- (h) Tenants are not allowed to have pets on LCC property unless they are a qualified Service Animal (see § 208-6 Disclosure by Property Member, (b))
- (i) Tenants to abide by community rules related to noise as stated in § 202 (a) Loud

and boisterous parties will not be tolerated. Excessive noise after the hours of 10:00 p.m. is prohibited

**§ 208-5 Required Lease Agreement/Provisions.** Members intending to rent out their home will specifically include written provisions in the lease or rental agreement to be signed by Tenant, binding on Tenant, providing for the following:

- (a) Tenant acknowledges having received and read a copy of these Rules and Regulations;
- (b) Tenant understands and acknowledges that Tenant is fully subject to the Rules and Regulations and must comply with them in all respects; and
- (c) In consideration for permission to have access to the property of Lakeland Colony, the Tenant, both for him/her self, together with Tenant's family and guests, do forever indemnify LLC, its officers, directors, Members, shareholders and agents, and hold each and all of them harmless, from all actions, causes of action, claims, judgments, and any liabilities, including injuries, death, losses, and/or property damage, stemming from use of LCC property. Tenant shall further be responsible for all costs, including reasonable attorney fees, incurred in defending any action, cause of action, claim or judgment arising therefrom.

**§ 208-6 Disclosure by Property Member.** After any lease agreement is signed and prior to the Tenant occupying Member's property, Member shall provide to the Board Secretary-and the LCC Board of Directors via email lakelandcolonysecretary@gmail.com and lakelandcolonybod@gmail.com

- (a) A LCC Member/Tenant Informational Form attached hereto as *Exhibit C*
- (b) If a qualified Service Animal will be on the rental property, a completed Application for Tenant's Service Dog form attached hereto as *Exhibit E* and submit the \$50 fee per section § 208-7 Rental Property Fees/Obligations

At any time prior to or afterwards, the LCC BOD has the right request a copy of the executed lease agreement used to rent the LCC property to tenant(s). If requested, it must be submitted within 7 days to lakelandcolonysecretary@gmail.com and lakelandcolonybod@gmail.com

**§ 208-7 Rental Property Fees/Obligations.**

- (a) Intent to rent the LCC home within the upcoming or current calendar year must be disclosed prior to the time of execution of the first lease agreement within the calendar year.
- (b) Any Member renting their LCC property for any period of time will pay a \$200 Rental Fee for each rental. (payable to Lakeland Colony Corp., sent to Lakeland Colony Corp. c/o Hirsh Management Services, PO BOX 173, Orangeburg, NY 10962)
- (c) Members renting to a tenant requiring a Service Dog are responsible for vetting the qualifications of the Service Dog and ensuring the \$50 payment is sent (payable to Lakeland Colony Corp., sent to Lakeland Colony Corp. c/o Hirsh

Management Services, PO BOX 173, Orangeburg, NY 10962)

**§ 208-8 Enforcement.** If Tenant fails to comply with any provisions of the Lakeland Colony Rules and Regulation:

- (a) it will be considered a material breach or default of the lease agreement and be reason for eviction, and
- (b) the Member/landlord shall be responsible for all damages caused by Tenant together with such fine as may be levied in accordance with these Rules and Regulations.

**§ 208-9 Rental Property Fine Structure.**

- (a) Violations where section § 208-6 Disclosure by Property Member are not met
  - 1<sup>st</sup> Violation: Warning Letter
  - A fine of \$500 will be issued for each subsequent violation
- (b) For all violations of section § 208-4 Rental Tenant Rules and Limitations:
  - 1<sup>st</sup> Violation: Warning Letter
  - Each Subsequent Violation: \$1,000
- (c) Violations of these Rules and Regulations should be reported to the Board of Directors at LakelandColonyBOD@gmail.com, or in the case of violations of section § 208-6 Disclosure by Property Member, when neglect to comply is reported or identified.
- (d) All fines are due and payable to Lakeland Colony Corporation within thirty 30 days of levying such fines unless otherwise stated by the Board of Directors. Fines not paid within this time period shall be deemed uncollected, and may result in legal recourse being sought by the Board of Directors. Failure to pay fines and assessments when due shall remove the Member from the status of "in good standing" as outlined in the By-Laws, Article XIV, Section 2.