

## **§ 109.1 Lakeland Colony Corporation Rental Regulations**

### **109.1.1 Short Title**

This chapter may be cited as the “LCC Rental Regulations” or “Rental Regulations.”

### **109.1.2 Purpose**

In the interest of ensuring that:

- 1) owners and their tenants are familiar with and are in compliance with all LCC Rules and Regulations;
- 2) LCC has adequate information with which to communicate with owners and their tenants about LCC Issues;
- 3) to provide security for the community by obtaining information on all rental arrangements; and,
- 4) to enhance the ability to communicate regarding occupants/tenants compliance with the provisions of the LCC Rules and Regulations.

### **109.1.3 Applicability**

All owners who rent their home, for any period of time are subject to these Rules, including rentals, lease-purchase agreements, and/or lease-option agreements.

### **109.1.4 Disclosure of LCC Rules to Tenants**

At or before the time a rental or lease agreement is signed between owner and a tenant or tenants, owner or owner’s agent will provide copies of the **Governing Documents** (Rental Rules at §109.1.5 below, and LCC Rules and Regulations and any amendments thereto), to the tenant requiring the tenant to acknowledge that the tenant has received and read them, as set forth in §109.1.6 below.

### **109.1.5 Rental Rules**

- 1) Limit on vehicles and parking: Renters are permitted to have no more than three (3) private vehicles (e.g. car) within LCC at any time. All vehicles must be parked at the property being rented and may not be parked on setback areas (15 feet from roads and 10 feet from adjacent properties).
- 2) Limit on occupancy: Under no circumstances shall any properties be leased or rented by any entity other than a single family unit.
- 3) Renters are prohibited from use of any of the community owned boat ramps.

- 4) Renters are prohibited from use of any off-road vehicles, including ATV's, golf carts, snowmobiles, or any other motorized vehicle other than a private passenger vehicle.
- 5) Renters are prohibited from possessing or discharging firearms within the Lakeland Colony Development.
- 6) Renters are prohibited from hunting or shooting firearms within the Lakeland Colony Development.

#### **109.1.6 Required Lease Agreement/Provisions**

Owners 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, his family members and his guests (hereinafter collectively referred to as "Tenant") providing for the following:

- 1) tenant acknowledges being aware of the **Governing Documents**;
- 2) tenant understands and acknowledges that tenant is fully subject to the **Governing Documents** and must comply with them in all respects; and
- 3) if tenant fails to comply with any provisions of the **Governing Documents**, it will be considered a material breach or default of the lease agreement and be reason for eviction.
- 4) In the event that tenant does not comply with these regulations or the **Governing Documents**, the owner/landlord shall be responsible for all damages caused by tenant together with a fine in the amount of \$600.00 for each violation of the **Governing Documents**.

#### **109.1.7 Disclosure by Property Owner**

After any lease agreement is signed, owner or owner's property managing agent will provide to the Board Secretary a completed and execute copy of the written lease agreement between owner and tenant. The lease agreement will include:

- 1) owner's correct residence address and home telephone number;
- 2) the name, address, telephone number and point of contact for Rental Agent, if applicable; and
- 3) name and contact information for the tenant(s) signing the lease agreement, as well as e-mail address and wireless telephone number for the tenant(s).

- 4) The term of the lease.
- 5) A description of the property being rented.

**109.1.8 Indemnification**

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, owners, 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.

**109.1.9 Effective Date of This Rule**

The provisions of this Rule shall immediately become effective for all owners on July 1, 2011, including renewals of any existing tenancies that become effective on or after this date.