

## **§ 208: RENTAL 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;
- (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 Rules:**

- (a) Limit on vehicles and parking: Tenants 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 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 boat ramps for purposes of launching motorized watercraft, and boat docks.
- (d) 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.
- (e) Tenants are prohibited from hunting or shooting firearms within the Lakeland Colony Development.

**§ 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 (1) a completed and executed copy of the written lease agreement between Member and Tenant and (2) the LCC Member/Tenant Informational Form attached hereto as ***Exhibit C*** or the following information:

- (a) Member's correct primary residence address, current home telephone number and current mobile telephone number;
- (b) the name, address, telephone number and point of contact for Member's rental agent, if applicable;
- (c) name and contact information for the Tenant(s) signing the lease agreement, including a current e-mail address and mobile telephone number(s) for the Tenant(s);
- (d) the term of the lease; and
- (e) a description of the property being rented.

**§ 208-7 Enforcement.** If Tenant fails to comply with any provisions of the 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.