



Rental Policy

Approved – February 13, 2021

Effective – April 1, 2021

For the purposes of this policy, the terms *renter(s)* and *tenant(s)* shall have the same meaning as defined by the Saw Creek Estates' Rules and Regulations – "A person or persons who is/are renting or leasing a property at Saw Creek Estates, from a member or his agent for monetary remuneration where the member has completed the Tenant Registration Form and Hotel Occupancy Tax Certificate and paid the required fee."

1. Lehman Township and Middle Smithfield Township have passed local ordinances regulating short-term rentals. Members and Agents of short-term rentals are responsible for maintaining compliance with these ordinances in addition to the requirements of this policy. To accept and process any rental registrations, the Association requires a copy of the permit issued by the township when applicable. Anyone found renting without a valid township permit will be subject to a Tier 4 Citation per offense, plus any interest and late fees assessed.
2. Members or their Agents must register all tenants with the Member Services Office no less than two (2) business days, prior to the start of tenancy, using only those forms or methods approved by the Association for this purpose. Tenant Registration forms and lease must be emailed to rentals@sawcreek.org. Any failure to register a tenant as described herein constitutes a violation of Association Rules and shall be subject to a *Tier 3 Citation*, per occurrence, plus an expedited rental registration fee with interest and late fees.
3. Occupancy shall be limited to two people per bedroom plus four people or whatever occupancy is allowed by the township permit, whichever is fewer. A violation of this provision will be subject to a Tier 3 Citation.
4. Only members in good standing are eligible to rent out their properties. Members who are not in good standing, as defined by the By-Laws, and are found to be renting out their homes may be subject to a *Tier 3 Citation* per offense. Failure to comply with the Rental policy may result in your rental privileges being revoked and/or suspended indefinitely. This may also include suspension of gate card and amenity privileges, and fees assessed.
5. A Member who lives outside of a fifteen-mile radius of the property they rent out in Saw Creek Estates must designate an agent, broker or other individual or firm located within a fifteen mile radius to perform tenant acquisitions, screening, approval or processing services. If an Agent is selected by an owner, a signed agreement authorizing the Agent to perform such services on behalf of the Owner must be on file in Member Services. Contact information for the Member or Agent shall be kept up to date throughout the year. Members or Agent (if applicable) have 60 minutes to respond to any phone calls from Saw Creek staff or may be subject to a *Tier 2 Citation*.
6. Owners shall inform Tenants of the Rules and Regulations of the Association and shall at all times remain liable for any fines and assessments duly levied against Tenants or their guests for any violation of the Rules and Regulations. Updated Rules & Regulations can be found on our website at www.sawcreek.org or by request at the Member Services Office.
7. Guest Amenity Badges – Guest amenity badges are available for various periods and may be



purchased by members in good standing, subject to pricing, availability and other limitations in effect at the time of purchase. Guest amenity badges may be purchased by non-members only with prior approval of a member in good standing. All sales of Guest Amenity Badges are final - **no refunds or replacements will be issued.**

8. Mandatory Display of Amenity Badges – All persons aged 6 years and above must wear/display a current member or guest amenity badge on their person at all times while present at any amenity location except the Top of the World Restaurant. Members and guests who refuse to wear/display a valid amenity badge on their person may be denied access and be subject to temporary loss of amenity privileges, fines or both. ***Tier 1 Offense For more details refer to SCE Rules & Regulations.***
9. Any owner’s account with balances over 30 days past due is deemed to fail to be a member in good standing and the owner is considered delinquent according to the Association’s Collection Policy. The Association has the right to suspend/refuse use of amenities and/or any other privileges for any members not in good standing.
10. Subletting by Tenants is strictly prohibited and may subject an Owner to a *Tier 5 Citation*.
11. All rental properties are subject to an annual fee of \$175.00, charged in arrears, payable within 30 days of billing. Outstanding balances over 30 days past due for the annual rental fee and renter registration fee(s) are subject to a monthly late fee and interest Charges.
 - a. A non-refundable \$50.00 transaction fee is due and payable at the time of registration. If a tenant registration form is not received at least two (2) business days prior to the beginning of the rental period, an expedited rental registration fee of \$75.00 will be automatically charged to the Owner’s account, accompanied with any applicable fines. Outstanding past due balances are subject to monthly interest and late fees.
12. **Long-term Rentals (LTR)** - In addition to all other applicable provisions of this policy, the following shall apply to all long-term rentals. Long-term rentals are defined as having duration of more than 60 days. **Tenants shall be required to contact Member Services Office within two (2) business days of first arriving at Saw Creek Estates to start the Tenant Registration process, and if necessary, schedule amenity badges and/or gate card passes pick up.** Please refer to Section 2 above.
 - a. A copy of the fully executed written lease agreement between the Owner (Lessor) and Tenant (Lessee) must be included, along with the Crime Free/Drug Free Lease Addendum and on file with the Member Services Office. The Association will consider month to month leases as a short-term rental and will be subjected to applicable fees and required Township permits.
 - b. The lease agreement must include the following language, which shall be binding on both the Lessor and Lessee: *“Lessee has received a copy of the Rules and Regulations of Saw Creek Estates Community Association, Inc. and agrees to be fully bound by them. Notwithstanding anything to the contrary included in this Lease Agreement, any violation of such Rules and Regulations by a Lessee, Tenant or guest(s) thereof, shall constitute a default under the terms of this Lease agreement and shall be sufficient grounds to permit eviction of the Lessee by the Lessor. The Lessee further agrees to comply with the Crime Free/ Drug Free Lease Addendum included with the*



Lease Agreement provided by the Lessor”.

- c. Failure to provide the Association with a copy of the fully executed written lease agreement may be subject to a *Tier 2 Citation* and will result in the temporary deactivation of all gate cards and suspension of amenity privileges. Any lease agreement submitted over 30 days past due will be subjected to a Tier 3 Citation..
 - d. Long-term Tenants (60 days or more) may be eligible to purchase gate cards, provided that the maximum number of gate cards (6) for the lot has not been exceeded, and owner remains in good standing. It is the Owner’s responsibility to contact the Member Services Office regarding the cost and availability of gate cards for Tenants.
13. Escalation of Tiers and Citations. If an owner is cited for four of the same offenses within a twelve-month period, the fifth offense will yield a citation in the next Tier and any subsequent offenses issued will be escalated through the next highest Tier. (Example: If an owner fails to register a tenant, they are subject to a Tier 3 citation and fine. Should the owner fail to register four different tenants within a twelve-month period, the fifth offense will be charged as the first citation of Tier 4 with subsequent citations following the Tier 4 schedule of fines.
14. Waiver, Release and Indemnification. This Rental Policy creates no promise, guarantee, and/or warranty by the Saw Creek Estates Community Association (SCECA). It is agreed that SCECA has no duties, obligations, liability or responsibilities, whether legal, equitable, or otherwise, arising out of this policy. The lot Owner, for himself/herself, his/her heirs, personal representatives and assigns, releases, discharges and agrees to hold harmless and indemnify (including attorney fees and costs) SCECA, as well as its directors, officers, agents, employees, insurers and members, of and from all liability, loss claims, demands and possible causes of action that otherwise may accrue from loss, damage or injury to person or property, in any way resulting from, or arising in connection with, or related to this Rental Policy, any rental transaction, and/or from any other cause whatsoever, including, without limitation, the failure to enforce the terms of this Policy. Owners and Tenants shall not be entitled to rely upon the existence of this policy to impose liability upon SCECA, its directors, officers, agents, insurers, employees and members..

FINE & CITATION FEES

The fines/citations will be as follows:

	1 st Citation/Offense	2 nd Citation/Offense	3 rd , et al Citation/Offense <u>and</u> Suspension of Amenities
Tier 1	\$60.00	\$85.00	\$110.00 90 calendar days
Tier 2	\$160.00	\$210.00	\$260.00 90 calendar days
Tier 3	\$260.00	\$385.00	\$510.00 120 calendar days
Tier 4	\$510.00	\$760.00	\$1,010.00 120 calendar days
Tier 5	\$1,010.00	\$1510.00	\$2,010.00 240 calendar days
Tier 6	\$2,510.00	\$3,510.00	\$5,010.00 364 calendar days
Tier 7	\$5,010.00	\$7,510.00	\$10,010.00 364 calendar days



When no amount is specified for a particular violation of the SCE Rental Policy, the fine assessed will be a *Tier 2 Citation*. The Association also reserves the right at any time to revise and amend the conditions, limitations, fees, and other requirements of this Rental Policy.