



RENTAL POLICY

Effective –January 1, 2024

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 compensation where the member has submitted the completed Tenant Registration Form and Township Short-Term Rental Permit and paid the required fee to the Association.” If the deeded owner(s) is absent or does not permanently reside at the residence with the non-owner occupant, such non-owner occupants shall be considered renters/tenants whether they are relatives of the owner(s) or not and whether there is consideration deemed to be rent or not.

1. Lehman Township and Middle Smithfield Township have passed local ordinances regulating short-term rentals. Members and those individuals, brokers, firms, or other representatives 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 citation per offense, plus any interest charges 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 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 citation, per occurrence, plus an expedited rental registration fee with interest and late fees.
3. Only members in good standing are eligible to rent out their properties. Any member's account with balances over 30 days past due is deemed to fail to be a member in good standing and the member is considered delinquent as defined by the Association's Collection Policy. Members who are not in good standing and are found to be renting out their homes shall be subject to a Citation per offense. The Association has the right to suspend/refuse use of amenities and/or any other privileges for any members not in good standing. Guest Badge details and information can be found on the Saw Creek Estates website www.sawcreek.org.
4. A member who lives outside of a fifteen-mile radius of the property they rent out in Saw Creek Estates must designate an individual, broker, firm, or other representative located within a fifteen-mile radius as the primary point of contact for renter-related situations/issues. When selected, a signed agreement authorizing the representative to perform such services on behalf of the member must be on file with Member Services with the representative's contact information. Members or Agent (if applicable) shall have 60 minutes to respond to any phone calls from Saw Creek staff or may be subject to a citation.

* Members renting long-term (greater than sixty days) are excluded from this rule.

5. Subletting/rental arbitrage by tenants is strictly prohibited and may subject to a citation.



6. All rental properties are subject to an annual fee of **\$250.00**, 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 charges and late fees.
7. **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 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 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.
8. **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:

Short-Term Rental Properties

Failure to Register a Tenant	\$250.00 (Per occurrence)
Renting Without a Valid Township Short-Term Rental Permit	\$500.00 (Per occurrence)
Renting While Delinquent	\$100.00 (Per occurrence)

Long-Term Rental Properties

Failure to Register a Tenant	\$250.00 (Per occurrence)
Renting While Delinquent	\$100.00 (Monthly until compliant)
Failure to Supply a Current/Up-to-Date Lease	\$100.00 (Monthly until compliant)
Subletting/Rental Arbitrage	\$1,000.00 (Monthly until compliant)

For every 3rd violation of this policy, Gate Card and Amenity Fob access will be suspended for 45 days and will be applied cumulatively to the total number of days in which Gate Cards and Amenity Access Fobs are suspended. **If you own multiple units, this will affect all units, as outlined in the Association's Bylaws.**

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.