

WEST ALMANOR COMMUNITY CLUB

TENANT REGISTRATION FORM

Policy #25A

Please Type or Print Legibly

Property address _____ Unit # _____ Lot # _____

Number of bedrooms _____ Maximum **Rental Occupancy** _____

Owner's Name _____ Phone # _____

Address _____

Owner's Agent _____ Phone # _____

Vehicle Make & Model _____ Vehicle Make & Model _____
Color _____ Color _____

Vehicle Make & Model _____ Vehicle Make & Model _____
Color _____ Color _____

Rental Start Date _____ **Rental End Date** _____ **# of Occupants** _____

Tenant cards will be issued to adults (please indicate if a child is under 12 years of age)

*****NAMES MUST BE LEGIBLE*****

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Tenant packet, ID cards and Boat Ramp Sticker will be made available to the agent and/or homeowner for distribution at check-in.

The fee for the Tenant Packet and Tenant Registration cards is \$80.00, payable to WACC, and must accompany this form.

Owner's or Agent's signature _____ Date _____

TENANT AGREEMENT WITH WEST ALMANOR COMMUNITY CLUB

I understand that Lake Almanor West is a residential community and I agree to abide by all Governing Documents during my stay. I recognize that there are certain dangers inherent in the use of the Common Areas and I agree to use such facilities at my own risk. I further agree to protect and hold harmless the West Almanor Community Club, its members, agents, officers and employees from any and all damages, losses, costs, expenses (including attorney's fees), liabilities, claims injuries or deaths resulting from or pertaining to my lease or rental of a property at Lake Almanor West.

Tenant's signature _____ Date _____

Tenant and/or agent please send completed form and check for \$80.00, payable to WACC, P.O. Box 1040, 177 LAW Drive, Chester, CA. 96020 530-259-4646.

Office Use – Security Verification _____ Date: _____

Amended January 1, 2014

TENANT REGISTRATION ENFORCEMENT PROCEDURE

This year the office will be monitoring the tenant registrations with the assistance of Security and the Pro Shop.

Security will patrol the boat launch area and monitor the parking lot. Vehicles not displaying the boat ramp sticker or in possession of the temporary boat launch sticker will be spoken to regarding their right to use this facility. If the users are renting a home here, they will be requested to fill out the tenant registration form indicating the location of the residence they are renting and a temporary boat launch sticker will be issued.

The tenant registration form will be provided to the Association Manager for follow up. Security will verify the presence of the vehicle at the residence they indicate they are renting. This will provide verification for the Association Manager if the owner of the home indicates that no one was present at the home.

Association Manager will then issue a CC&R violation letter to the owners of the property for the indicated on the tenant registration form. This will also have a bill for the tenant registration of \$75 and the boat launch sticker fee of \$5 for the \$80 which is the total tenant registration fee.

Failure to pay this tenant registration fee will result in the fees being carried forward on the owner's account and will be included on the next annual dues assessment that they receive.

West Almanor Community Club
would appreciate your cooperation
in abiding by the following community
Rules and Regulations

QUIET HOURS:

Quiet hours within the Association are 9:00PM to 7:00AM.
Please be respectful of those around you.

GOLF CARTS:

Carts may only be driven by a licensed driver.
Carts may only be driven to and from the golf course, unless they are
"street legal", i.e. headlights, licensed, brake lights and turn signals.
Golf clubs must be in the golf cart when driven within the subdivision.

GOLF COURSE:

The use of the golf course including maintenance area, ponds, sand traps,
driving range and putting green is limited to paid golfers. Playing on the golf
course, bicycle riding on cart paths, hiking on cart paths or playing in the sand
traps is VERY DANGEROUS and NOT allowed.

BOAT RAMP:

The gate must be locked immediately after passing through even if you are
"only going to be a few minutes."
Do not leave your Boats and/or Boat trailer behind the locked gate overnight!
It will be towed and impounded at your expense.

BOATS:

Passengers are not allowed in towed boats.
Please do not bring your motorized water craft within 200' of the swim area or
onto any private dock.

DOGS:

Residents, renters and guests must keep their dogs on leashes at all times.
Please clean-up after your pet. Dogs are not allowed in the recreation area/park.

SNOWMOBILES & ATV'S:

Off-road vehicles of any type are not allowed on the golf course, driving range or
subdivision (county) roads.

SPEED LIMIT:

The posted speed limit is 30 mph and CHP does use radar within the Subdivision.

OPEN FIRES:

Open fires are NOT allowed!

FIREWORKS:

Fireworks are not allowed at any time within the subdivision.

RESIDENTIAL RENTALS

1.0 Background

Lake Almanor West is a non-commercial, residential development. Property owners are entitled to rent or lease their residences on a short-term or long-term basis. However, all rentals or leases are subject to the West Almanor Community Club (WACC) Governing Documents and all residents, whether they are owners or tenants, are obligated to comply with applicable rules and regulations. This Policy has been adopted to provide guidance to owners and their agents concerning residential rentals.

2.0 Governing Documents

The WACC Governing Documents contain several specific provisions concerning rental or lease of residences within the development, including but not limited to those listed below. Anyone considering renting a residence at Lake Almanor West should review these provisions.

2.1 Bylaws

Article 3, Section 3.3, Delegation of Membership Rights, which notes that when a member rents or leases their property, rights of use and enjoyment of Common Areas are also delegated to the renter.

2.2 Declaration of Covenants, Conditions & Restrictions (CC&Rs)

Article 2, Section 2.4, Delegation of Use, which requires that the owner notify the Association office of tenants, term of rental or lease, etc.

Article 3, Section 3.1, Residential Use, which limits the number of residential occupants in accordance with Plumas County ordinances.

Article 3, Section 3.2, Rental of Lots, which discusses the rights and responsibilities of owners who rent property, including the owner's responsibility for tenants' actions, Association enforcement rights and owner indemnification of the Association.

Article 3, Section 3.4, Offensive Conduct, Nuisances, Noise, which prohibits such conduct.

Article 9, Section 9.3, Owner's Responsibility for Conduct and Damages, which notes that the owner is responsible to inform tenants and guests of the Governing Documents, etc., and is responsible for their conduct.

3.0 Responsibilities of Owner and Board

The Owner of a residence that is rented or leased is responsible for knowing and complying with the Governing Documents and for the compliance of their tenants. Complaints about tenant behavior or rule violations by tenants will be forwarded to the Owner or the Owner’s designated agent.

The WACC Board is responsible for enforcing the Governing Documents for the benefit of all owners and residents. The Board is not a rental agent; Owners who rent their residence should not look to the Board or the Manager to handle problems with tenants. In the event of violations, the Board can suspend use privileges for recreational facilities. Any costs incurred by WACC to deal with enforcement matters or problem tenants, or in the form of damages, may be assessed against the Owner. If not paid, these charges may be collected by lien and foreclosure, like other unpaid assessments.

4.0 Rules and Procedures for Rentals

4.1 A written rental agreement must be entered into for any rental, even short-term rentals. The agreement must state that violation of the WACC Governing Documents is a default under the lease or rental agreement. The Board may require an Owner to provide a copy of the signed lease or rental agreement.

4.2 The entire residence must be rented to the same tenants. A guesthouse, cottage or in-law unit may not be rented separately from the “main house” or to separate tenants.

4.3 Applicable ordinances concerning occupancy limits apply to short-term rentals as well as to long-term rentals and owner-occupancy. It is the Owner’s responsibility to ensure that the number of occupants does not exceed safe, healthy and legal limits. Under no circumstances are humans to use as sleeping rooms or dwelling space any garage or other structure that is not constructed to code requirements and approved for human occupancy. State law applies the Uniform Housing Code to the determination of maximum occupancy of each sleeping room; the following examples are derived from those criteria as found in Chapter 5, Space and Occupancy Standards, Section 503.2:

Less than 120 square feet	Not usable as a sleeping room
120 to 169 square feet	2 occupants maximum
170 to 219 square feet	3 occupants maximum
220 to 269 square feet	4 occupants maximum
270 to 319 square feet	5 occupants maximum
320 to 369 square feet	6 occupants maximum.

4.4 The Owner is responsible for ensuring that tenants receive a copy of relevant WACC documents, including a current Renter’s Information Sheet and Policy 50A. The Renter’s Information Sheet has been developed by the Board to facilitate enforcement of applicable rules and promote community harmony; it may be updated or changed from time to time.

4.5 The Owner or owner's agent must notify the Association Manager in writing of the number of tenants, their names and the duration of the lease or rental. The Tenant Registration Form is to be used for this purpose.

4.6 The Owner is responsible for providing the Association Manager with a telephone number where the Owner or owner's agent can be reached during normal business hours and on weekends. The Board may request written evidence of an agent's appointment to act on behalf of the Owner.

4.7 To use WACC recreational facilities, a tenant must have a WACC Tenant Identification Card issued in his or her name. A request for such cards must be filled out by the Owner or owner's agent, signed and dated, and delivered to the Association Manager's office. The Tenant Registration Form may be used for this purpose. Cards will be issued after receipt of the completed form. A fee of \$80.00 shall be charged to cover the administrative cost and shall accompany the Tenant Registration Form. The fee of \$80.00 shall be paid for each rental period. Payment of such fees may be provided for in such manner as owner deems appropriate including but not limited to property management agent, however the ultimate responsibility for payment of the fee is that of the owner.

4.8 The Owner is responsible for ensuring that a sufficient number of suitable covered sanitary garbage containers are provided for the residence as well as for regular pick-up or other proper disposal of garbage and refuse from the residence.

4.9 The Owner is responsible for collecting and remitting to the appropriate agencies any federal, state, county or other governmental fees or taxes due as a result of the rental or lease of the residence.

Adopted: April 4, 2000
Amended: October 22, 2002
Amended: April 15, 2003
Amended: April 23, 2008
Amended: January 1, 2014