



SHORT-TERM RENTAL RULES & REQUIREMENTS

APPLYING FOR SHORT-TERM RENTAL STATUS

Members electing to rent their property for periods of less than 30 days must register each year utilizing forms provided by the Association. The *Short-Term Rental Application* can be found on the Sun Cove website (www.suncove.net) or requested from the Association office. Applications must be submitted to the Association before **October 31** of the prior year requesting rental status and, unless the cap is exceeded or multiple compliance issues recorded, will be approved. If the cap is exceeded, valid applicants will be subject to a lottery which will take place on **November 15** for the following year's rental pool.

(2.2 & 2.2 of the 2020 Amended and Restated Declaration of Restrictive Covenants- November 30, 2020.)

Short-term rental fee: The annual fee is located on the *Short-Term Rental Application*. The Association must receive this fee by **December 15**, or Member previously selected in the lottery will be rejected. A member will then be selected for approval from the waitlist.

(IV 3.2. of the By-laws allows the Board to set and adjust rental fee annually.)

Association Office:
Lake Entiat Lodge Associated
250 W. Beach Drive
Orondo, WA 98843
509.784.1166 admin@suncove.net

The rental period will be from January 5 of the calendar year that Member is applying to January 4th the following year.

RULES & REGULATIONS FOR SHORT-TERM RENTALS

The Homeowner's Association will track violations of Rules and Regulations, which may lead to future revocation of short-term rental status.

1. The Association office must be supplied a *Short-Term Occupancy* form, signed by the Renter(s), before each rental period. This form may be found on the association website or by contacting the Association office.
2. Occupancy cap – The rental property occupancy cap is based upon the number of bedrooms in the house:
 - a. 1-Bedroom home: 4 renters maximum
 - b. 2-Bedroom home: 6 renters maximum
 - c. 3-Bedroom home: 8 renters maximum
 - d. 4-Bedroom home: 10 renters maximum
 - e. 5-Bedroom home and larger: 12 renters maximum



3. Vehicle cap – Renters must register their number of vehicles with the Association. The vehicle cap is based upon the presence of off-street parking at the property. All renter vehicles must be parked off the street overnight, regardless of the vehicle cap:
 - a. 1 and 2-Bedroom homes: 2 vehicles maximum
 - b. 2 and 3-Bedroom homes: 3 vehicles maximum
 - c. 4 and 5-Bedroom home: 4 vehicles maximum. Must be a double-lot with available on-site parking for all vehicles.
4. Contact Availability – Member must be available 24/7 for all reported incidence or complaints from neighbors or staff and cannot forbid staff from giving out their contact information to Association members. If the Member does not answer their phone after being called at least twice (under 10 minutes between each phone call), they will be fined accordingly.
5. Short-term rental approval is dedicated to the Member and is non-transferable. The short-term rental fee will not be pro-rated or refunded.
6. Short-term rentals are a privilege and are available for members in good standings (current on all dues, fines, and assessments).

VIOLATIONS PROCEDURE

ENFORCEMENT PROCESS

1. Should a member's attempt fail to resolve an issue with a short-term rental property, that member should then contact the Association office.
 - a. In a real emergency, the Board will accept a phone call, written complaint to follow.
 - b. Any owner filing a complaint must identify themselves.
 - c. Members still have the right to file a complaint with the police or other civil authority.
 - d. 'Petitions' shall not be considered an original letter.
 - e. If it cannot be verified that an issue involves a short-term rental property, the incident will be transferred to the generic Security Log. It will not be attached to any short-term rental property.
2. For a complaint to be successfully logged regarding a short-term rental property, the short-term rental status will be verified by the **property address, photographs, physical correspondence (or reported physical correspondence), staff familiarity with the individuals, confirmation from the property manager/owner, or parking permit numbers**. Valid complaints against short-term rental properties will include **phone calls, emails, written letters, reports given in person, and incidents witnessed in person by staff**.



3. When an actionable incident occurs, the Association will notify the alleged offending Member as soon as possible via phone and provide a follow-up email, providing all given details and requesting that the Member rectify the problem. Owners of short-term rental properties are solely responsible for resolving all problems with their renters.
4. The Member will be informed that the relevant infraction—Hard, Soft, or Incidental—is allocated to their short-term rental account. Should the Member wish to appeal or contest the allegations, all members have the right to a hearing before the Board of Directors at a reasonable time during the enforcement process.

FINES

Short-Term Rentals:		
Short-Term Rental Fee	Decided yearly by Board of Directors	Paid by owner, after approval offered
No Weekly Occupancy Form	\$100 per Day, until document supplied	When the signed Short-Term Occupancy Form has not been supplied to the Association prior to the rental period
Renting without Approval	\$2,000	When a property is rented out, on a Short-term basis, without Association approval
Advertising without Approval	\$500	For the advertising of a property, as a Short-term Rental property without Association approval
Advertising above allowed occupancy	\$500	For advertising above the allowed occupancy by the Association
Occupancy Limit Violation	\$500	For renting above the max occupancy approved by the Association
Frivolous Complaints	\$500	For excessive frivolous complaints against a Short-Term Rental Property

INFRACTIONS

Infractions include violations of the Association Covenants and/or Rules and Regulations.

1. **‘Incidental infractions’** are complaints lodged that **are immediately rectified** by the Renter after a warning has been provided (to that end, these types of infractions may be considered ‘warning instances’). These include, but are not limited, to members being enforced to:
 - a. Leash a dog
 - b. Remove glass or pets from the pool deck
 - c. Remove a golf cart from the park
 - d. Respect the speed limit
 - e. Respect the noise ordinance
 - f. Remove excess, inappropriately parked vehicles



Incidental infractions also cover complaints that are essentially ‘unverifiable.’ These types of infractions primarily involve member reports regarding an incident that has already occurred or incidents that are refuted/denied after appropriate parties are contacted and there are no other witnesses to corroborate.

If five (5) incidental infractions are filed against one short-term rental property from multiple sources, they qualify as a soft infraction. If all five (5) infractions filed against one short-term rental property are from **the same Sun Cove community member**, the Board of Director or Community Manager may deem that Member is excessively/maliciously logging complaints about another rental property resulting in the following process:

- a. All lodged complaints against the one specific rental property will be temporarily stricken from that property’s account. They may not file any more complaints against that property until the Community Manager has provided the complaint logs and all other relevant correspondence to the Board for review.
 - b. The Board will determine the appropriate action to be taken against the rental property in question based upon the information provided. If more information is required, the Board of Directors may request the owner to attend the next Association Board Meeting or set a meeting/conference call.
 - i. **If the Board rules in favor of the member lodging the complaints**, all those complaints will become actionable (soft or hard infractions) and be allocated to the short-term rental property.
 - ii. **If the Board rules in favor of the short-term rental property**, all the complaints lodged by the complaining Member will be dismissed.
2. **‘Soft infractions’** are violations to the Covenants/Rules that are **NOT** immediately rectified *after warning has already been provided* (i.e., the offenses are repeated or continued). As such, this ‘previous warning’ will have come in the form of a logged incidental infraction. The occurrence of three soft infractions will result in a Demerit.

Soft infractions include, but are not limited, to:

- a. Dogs off-leash within the community
- b. Parking or mooring without an Association permit
- c. Having glass or pets on the pool deck or pets in Clubhouse
- d. Driving golf carts on the park



3. The following infractions, or '**hard infractions**,' will result in an *immediate* Demerit:
- a. Fueling on community property
 - b. Underage or drunken driving including but limited to Golf Carts
 - c. Conducting open-flame fires, or utilizing fireworks, anywhere within Sun Cove
 - d. Failing to supply the *Short-Term Occupancy* form before the rental period
 - e. Failing to clean up their pet's waste outside the rental property
 - f. Unruly, destructive or offensive behavior, as determined by the Board
 - g. Speeding
 - h. Unreasonably loud noise from 11pm – 7am Sun-Thurs. & 12 – 7am Fri & Sat.
 - i. Exceeding the renter occupancy limit and/or vehicle cap
 - j. Members failing to respond via the 24-hour contact information given on the rental application (i.e., members attempting to contact are unable to make contact; if the Member denies/contests this allegation, the complaining Member must supply proof of their phone calls/emails to the Association)
 - k. Confrontational, hostile and/or aggressive behavior toward members and/or staff

DEMERITS

A short-term rental property is assigned a 'Demerit' once it triggers an infraction(s). Three such Demerits will result in a denied application for short-term rental status the following year. After one year of exclusion, the Member may once again apply for short-term rental status accordingly. Should a short-term rental application for such Member be approved in future years and 3 Demerits occur a second time, the Member's applications will be denied as long as they own the property.

One Demerit equals **1 'hard infraction,'** or **3 'soft infractions,'** or **15 'incidental infractions.'** The Association Board of Directors may allot 'hard,' 'soft,' or 'incidental' infraction status to any incident based upon the contextual circumstances of the incident, as deemed necessary.

If a member fails to supply the Association office with the signed *Short-Term Occupancy* form prior to short-term rental periods, they will be fined \$100 per day until this document is supplied and will receive one Demerit on their record.

An additional Demerit may be assigned to the account if there is a delay in excess of three (3) days in the procurement of the Short-Term Occupancy form for any reason, and additional Demerits assigned for each successive 3-day delay. Further delays may result in revoking the Member's short-term rental status



SHORT-TERM RENTAL RULES AND REQUIREMENTS
ACKNOWLEDGEMENT OF RECEIPT

Association Member Name: _____

Rental Property Address: _____

By submitting this form, I testify that I have received a copy of the Short-Term Rental Rules and Requirements for Lake Entiat Estates, understand, and agree to abide by them.

Signature: _____ Date: _____

Mail to:
Lake Entiat Estates
250 W Beach Drive
Orondo, WA 98843

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Drop off in person @ 255 W. Beach Drive