This certification form (the "Annual Certification Form") is submitted by the Owner of Record ("Owner") pursuant to the Owner's lease of property within A Pocono Country Place (the "Association") to either Short-term or Long-term Tenants (both as defined further in Association governing documents). This Annual Certification Form is required to be submitted along with any required fees by January 1<sup>st</sup>, annually (or initial rental). By signing this form, in addition to the terms below, Owner acknowledges an understanding of the Association governing documents, including but not limited to the Association Rules and Regulations, (collectively, the "Governing Documents"). A copy of the Governing Documents may be viewed on the website at www.apcppoa.com.

- 1. Any Owner not paid in full with their dues and maintenance and/or levies, or not on an approved payment schedule, shall not rent or lease his/her property to others. Only members in good standing shall have the right to lease or rent their property. If at any time during the operation of a lease, the Owner(s) fails to be a member in good standing, the Association may refuse entry to and/or use of the amenities to any respective tenant.
- 2. Any Owner leasing his/her property shall be deemed to have exclusively assigned to his/her tenant(s) the appurtenant rights relating to the use of amenities, common areas and community recreational facilities, including, but not limited to, use of the pools and lakes, during the term of the lease. Therefore, the Owner may not exercise these rights during the term of the lease. The Owner shall, however, retain all voting rights related to the property.
- 3. Owners who designate an agent, broker or other individual or firm ("Agent") to perform tenant acquisition, screening, approval or processing services, must first cause to be filed with the Association a signed agreement authorizing the Agent to perform such services on behalf of the Owner. Authorization agreements must be updated annually. Owners and their Agents are expected to exercise due diligence in the screening and approval of all tenants.
- 4. All tenants occupying premises for thirty (30) days or more must be registered in accordance with the Ordinance of Coolbaugh Township prior to being registered with the Association. A copy of the Township registration form must be submitted with the Association Long-term Tenant Registration Form.
- 5. All tenants occupying premises for sixteen (16) days or greater (a "Long-term Tenant") should be registered with the Association on the Long-term Tenant Registration Form no less than seven (7) days in advance of occupying any unit within the community. The registration form must be accompanied by a fully executed lease agreement as described further on the registration form.
- 6. Owner is required to submit an updated Long-term Tenant Registration Form no later than January 1 of each year for a Long-term Tenant that was registered with the Association during the prior year. In the event a lease renewal for such Long-term Tenant(s) occurs after January 1, Owner agrees to provide a copy of the new signed lease to the Association as soon as it is available. Owner acknowledges that failure to follow this requirement is a violation of the Governing Documents.

- 7. All tenants occupying premises for fifteen (15) days or less (a "Short-term Tenant") must be registered in accordance with the Short-term rental Ordinance of Coolbaugh Township prior to being registered with the association. A copy of the Township Short-term license must be submitted along with the association Short-term Tenant Registration form.
- 8. All tenant occupying premises for fifteen (15) days or less (a "Short-term Tenant") should be registered with the Association on the Short-term Tenant Registration Form no less than two (2) days in advance of occupying any unit within the community, when possible. The registration form must be accompanied by a fully executed lease agreement as described further on the registration form.
- 9. All leases must contain a clause whereby all occupants of the property agree to be bound by the Governing Documents.
- 10. Applicable nonrefundable tenant processing fee(s) must be paid prior to the beginning of the lease term for each tenant registration.
- 11. Failure to register any tenant or comply with the Tenant Policy shall be a violation of the Governing Documents and the Owner will be subject to applicable fines. In addition, the Owner's account may then be considered to be in default and any and all automated gate access privileges associated with the property may be suspended.
- 12. Tenants and their guests shall have the privilege of using community facilities and amenities provided the Owner remains a member in good standing.
- 13. Vehicle identification passes:
  - a. A vehicle temporary pass shall be issued for Short-term Tenants listed on the Short-term Tenant Registration Form;
  - b. Gate cards or other entry devices will be issued for Long-term Tenants for those vehicles listed on the Long-term Tenant Registration Form. Gate cards must be purchased at a cost to be established by the Board of Directors.

Vehicle access privileges may be revoked if Owner or Tenant is not in good standing and/or due to violations of the Governing Documents.

- 14. The Owner shall be responsible for all attorney's fees and costs incurred by the Association as a result of any violations of the Governing Documents by any tenant, occupant or guest of the leased property, irrespective of whether a suit is instituted.
- 15. Owners, tenants and guests are not permitted at any time to transfer a gate access card or temporary pass to anyone other than the person to whom it was originally issued. Transferring a gate access card or temporary pass to another person and use of such passes by a person other than the one to whom the pass was originally issued shall result in seizure of said gate access card or temporary pass.
- 16. Any violation of the Tenant Policy will subject the Owner to a fine as established by the Association's Board of Directors. Additionally, the Association may, without notice, institute a suit in equity for an injunction to restrain any violation or threatened violation of any right, rule, regulation, restriction, Bylaw provision, Covenant or condition. The

exercise by the Association of any right, power or remedy provided for herein or in any other rule or regulation, the Bylaws, the Covenants or the Articles of Incorporation, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by the Association of any or all other rights, powers or remedies.

It is understood by my signature below that I have read and understand the Tenant Policy and Governing Documents. In addition, I acknowledge that I will and/or have provided access to the most recent versions of the Governing Documents, including but not limited to the Association rules and regulations, to my Tenants for their awareness and compliance. Nothing in this document is intended to negate or override any federal, state or local laws and regulations which must be complied with by Owner and all tenants in addition to the Governing Documents.

Owner of Record Signature	Date Signed