

**RESOLUTION OF ARROWHEAD HOMEOWNERS ASSOCIATION
ADOPTING REVISED LEASING REGULATIONS**

WHEREAS, Arrowhead Homeowners Association is governed by an Amended and Restated Declaration of Easements Conditions and Restrictions ("Declaration"), Bylaws and Rules and Regulations adopted pursuant thereto, to administer, maintain, repair and replace certain Lots and Common Elements of a residential development situated in Upper Dublin Township, Montgomery County, Pennsylvania, known as "Arrowhead". The Declaration is recorded in the Office of the Recorder of Deeds of Montgomery County in Book 00205, page 00239 et seq. (Instrument No: 2011091042).

WHEREAS, pursuant to Article VIII, Section 1 of the Bylaws, the affairs of the Association shall be managed by a Board of Directors.

WHEREAS, Article XI, Section 1(a) of the Bylaws specifically authorizes the Board of Directors to adopt and publish rules and regulations governing use of the property and personal conduct of the Members and their guests.

WHEREAS, in order to prevent the unregulated leasing of Units from having a negative impact on the Association, the Board of Directors believes it to be in the best interest of the Association to implement reasonable Rules and Regulations concerning the rental/leasing of Units, including a mandatory Lease Rider and Occupancy Census in order to effectively carry out the objectives of the Declaration.

WHEREAS, the Board of Directors desires to defray the cost of gathering and maintaining leasing and tenant files by adopting a nominal administrative fee.

NOW THEREFORE, BE IT HEREBY RESOLVED AND ENACTED by unanimous vote of the members of the Board of Directors as follows:

1. Each Unit Owner intending to lease his/her Unit, must submit a copy of the proposed lease (with accompanying documentation) for approval by the Board of Directors at least ten (10) days prior to the effective date of the lease or occupancy of the Unit by the lessee/tenant, whichever date is earlier.

2. The Association hereby adopts the attached Lease Rider and Contact forms, subject to the requirements, policies and procedures set forth therein. All proposed leases **must** be accompanied by the fully completed **Lease Rider**, executed by Owner(s) and Tenant(s), and **Contact Form**.

3. Owners and/or Tenants must fully complete and execute (where appropriate) the Lease Rider and Contact Form, which must be delivered to the Board of Directors along with the proposed lease. Lease forms are also required for occupants of Units that are solely non-owner occupied, whether or not a formal lease agreement exists (such as for relatives).

4. Failure to submit for approval a copy of the lease or required accompanying forms for approval by the Board of Directors at least ten (10) days prior to the effective date of the lease or occupancy of the Unit by the lessee/tenant, whichever date is earlier, may result in a fine in accordance with the Association's enforcement procedures. It is the responsibility of the Unit Owner to make sure the Lease and all accompanying documentation are received in the management office in a timely manner in accordance with this Resolution.

5. Submission of the Lease, Lease Rider and Contact forms shall accompany payment in the amount of **\$100.00**, representing an administrative fee for review of lease materials, maintenance and retention of leasing files.


6. Any amounts due hereunder shall be collected in the same manner as assessments.

7. The Association will review all documentation as to form and compliance with the Declaration, Bylaws and Rules and Regulations.

8. This Resolution shall supersede and replace any previous lease or leasing procedures.

9. This Resolution shall be published and distributed to the Unit Owners promptly after its adoption.

RESOLVED AND ENACTED by **ARROWHEAD HOMEOWNERS ASSOCIATION** on this 22nd day of January, 2020.


By: Kathy Guerin, President

**ADDENDUM TO RESIDENTIAL LEASE FOR
ARROWHEAD HOMEOWNERS ASSOCIATION**

This ADDENDUM, dated this _____ day of _____, 20_____ is made by and between _____, hereinafter referred to as "Landlord" and _____, hereinafter referred to as "Lessee".

Witnessed:

WHEREAS, the parties hereto are entering into a residential lease for Landlord's Unit, located at _____ in the Arrowhead Homeowners Association. This Addendum is attached and made a part of the Lease; and

WHEREAS, the said property is subject to a Declaration, Bylaws and Rules and Regulations of Arrowhead Homeowners Association (together "Governing Documents"), which includes covenants permitting the Board of Directors to adopt regulations governing the operation, use and occupancy of the Unit; and

NOW, THEREFORE, in consideration of the terms herein and the aforementioned Lease and other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Governing Documents. Lessee acknowledges receipt of and has read the Governing Documents for the Association and agrees to be bound by the provisions contained therein and any provisions contained in any future amendments thereto. It is understood that these documents are modified/amended from time to time, and any modifications/amendments are hereby accepted.

1a. Lessee acknowledges receipt of full and complete copies of the Governing Documents (Declaration, Bylaws and Rules and Regulations) in effect as of the date of the Lease, and further, that Landlord and Tenant have read and understood and agree to abide by same.

_____ **Lessee Initial** _____ **Date**
_____ **Landlord Initial** _____ **Date**

2. Registration of Lease: A copy of the Lease/renewal of an existing Lease, an executed copy of this Lease Addendum, in addition to the Contact Form must be received by the Association or its Managing Agent at least 10 days prior to the effective date of a Lease or occupancy of the Unit by the tenant/lessee, whichever date is earlier. The Lease Agreement, as to form, must be approved in writing by the Board of Directors prior to occupancy of a Unit by a tenant/lessee.

3. Conflict between Terms of Addendum and Terms of Lease Agreement. The terms of this Addendum shall prevail over any conflicting terms contained within the Lease.

4. Lease Terms. Leases cannot be for a minimum period of less than one (1) year.
5. Assignment and Subletting. Lessee acknowledges that he/she is not permitted to sublet or assign the Lease of the Unit at any time without prior written approval of the Association.
6. Use of Unit. Landlord and Lessee acknowledge that 1) No transient or short term tenants (such as AirBnB, for example) may be accommodated; 2) No Lease shall be for less than the entire Unit; and 3) the Unit shall be used for residential purposes only.
7. Landlord's Use. Landlord acknowledges that once the Lease period starts, the Landlord relinquishes all rights to use Arrowhead amenities, as those rights are transferred to the Lessee, until the Lease expires.
8. Landlord's Obligation. Landlord retains responsibility for payment of all HOA dues and any assessments during the Lease period, and retains voting rights associated with the Unit. Landlord is responsible for any violation fines levied upon the Unit. Landlord retains responsibility for ensuring compliance with the Governing Documents.
9. Unpaid Assessments. It is expressly understood and agreed by both the Landlord and Lessee as follows:

"In the event that Unit Owner/Landlord shall fail to pay any Assessment levied by the Board of Directors against a leased Unit, and such failure to pay continues for fifteen (15) days, the Board of Directors shall so notify the Lessee of such Unit in writing of the amount due and, within fifteen (15) days after the date of such notice, the Lessee shall pay to the Association the amount of such unpaid Assessment. The amount of such unpaid Assessment paid to the Association by Lessee after nonpayment by the Unit Owner shall be credited against and shall offset the next monthly rental installment due to the Unit Owner following the payment by the Lessee of such Assessment to the Association. In no event shall the Lessee be responsible to the Association for any amount of unpaid Assessment during any one month in excess of one monthly rental installment."

10. Enforcement. The Association shall be a third party beneficiary of the terms and conditions of the Lease, and shall have the right to enforce same. Furthermore, in the event a Lessee is in violation of the Lease, Declaration, Bylaws or the Rules and Regulations, then the Lessee and the Landlord shall be jointly and severally liable for any fines, late charges, attorneys' fees and court costs assessed and incurred by the Association in the enforcement of the Declaration, Bylaws and Rules and Regulations against the Tenant and the Landlord.

In addition to the right to institute violation procedures against the Tenant and the Landlord for violations of the Governing Documents, the Association, at its sole discretion, in addition to any and all other remedies, legal or equitable, has the right, but not the obligation, to file an eviction action on behalf of the Landlord against the Tenant, for any violation of the Governing Documents by the Tenant. Prior to the filing of an eviction action, the Association shall make demand on the Landlord to evict the Tenant. If the Tenant is not evicted by the Landlord within sixty (60) days from the date of the

Association's demand on the Landlord, the Association shall be entitled to file such eviction action in the name of the Landlord. Landlord shall be solely liable for any fines, late charges, attorneys' fees and court costs assessed and incurred by the Association in the enforcement.

11. Improvements. The Lessee shall not have the right to make alterations or improvements to the exterior of the Unit.

12. Amendments and Modifications. Any changes/amendments to Lease terms must be authorized by submission to and written approval by the Board of Directors. This Addendum shall survive any modification or extension of the Lease.

13. Landlord and Association Access: In the event Lessee fails to keep the Unit in good order and repair and in a manner satisfactory to the Association and in accordance with the Declaration, all applicable restrictions, conditions, ordinances, codes and any Rules and Regulations, the Lessee agrees to permit the Association, Board of Directors and/or their officers, agents and employees the right to enter the Unit to cure any maintenance problems or deficiencies after fifteen (15) days' written notice to cure same. Moreover, the Association shall have the right to assess the Unit Owner for the cost of such maintenance.

The Lessee further permits the Landlord, Association, Executive Board and/or their officers, agents, and employees "...the irrevocable right and easement to have access to each Unit as may be necessary for the inspection, maintenance, repair or replacement of the Common Elements or Limited Common Elements or the making of any additions or improvements thereto; or to make repairs to the Unit, the Common Elements,...or the Limited Common Elements, if any, if such repairs are reasonably necessary for public safety or to prevent damage to the Unit, any other Unit(s), the Common Elements or the Limited Common Elements, or to abate any violation of law, orders, Rules or Regulations of the Association or of any governmental authorities having jurisdiction thereof or for emergencies."

14. Full Force and Effect. This Addendum shall remain in full force and effect for the entire term of the Lease between the Landlord and Lessee.

Landlord: _____ Date: _____

Landlord: _____ Date: _____

Lessee: _____ Date: _____

Lessee: _____ Date: _____

ARROWHEAD LEASING (OWNER) CONTACT INFORMATION FORM

Unit Address _____

Owner(s) Name(s)

Cell Number _____ Work Number _____

E-Mail Address _____

Address while leasing

ARROWHEAD LEASING (LESSEE) CONTACT INFORMATION

Lessee Name(s) _____

Unit Address _____

Cell Number _____

Work Number _____

E-Mail Address _____

Motor Vehicle Make/Model _____ License Plate _____

Motor Vehicle Make/Model _____ License Plate _____

Rental is required to be registered with Upper Dublin Township and rental certificate must be sent in with this paperwork to the management company. Please use the reverse side of the page for additional information on any of the above and include type of pets if applicable.

SCHEDULE OF FINES FOR RENTAL UNITS

Failure to timely submit documentation called for under any one or more of the Association Documents within the time period required under those Documents, including but not limited to

- Rider to Lease Form,
- Intent to Rent Agreement Form,
- Lease Agreement,
- Addendum to Lease Agreement,
- Occupant Verification Form

Fine to be imposed: \$250.00

Submission of incomplete documents required under any one or more of the Association Documents, including but not limited to

- Rider to Lease Form,
- Intent to Rent Agreement Form,
- Lease Agreement,
- Addendum to Lease Agreement,
- Occupant Verification Form

Fine to be imposed: \$250.00

Leasing and/or occupancy/use of a unit other than a single-family dwelling

Fine to be imposed: \$500.00

Falsification or alteration of information submitted on any documents required to be submitted pursuant to one or more of the Association Documents, including but not limited to

- Rider to Lease Form,
- Intent to Rent Agreement Form,
- Lease Agreement,
- Addendum to Lease Agreement,
- Occupant Verification Form

Fine to be imposed: \$500.00

Due to the administrative expense of monitoring violations of rules and regulations, if a unit owner commits more than three violations in a given month, he/she will be subject to additional and increasing fines as determined by the Board after consideration of the situation.

Submit all paperwork to:

Arrowhead Homeowners Association
c/o Continental Property Management Inc
975 Easton Road Ste 102
Warrington, PA 18976