

SIGNAL HILL/HERITAGE CONDOMINIUM ASSOCIATION

LEASE/TENANT ADDENDUM

LEASE PROVISIONS

The following should be attached as an Addendum to lease forms used for units in Signal Hill/Heritage.

*** * * IMPORTANT NOTICE * * ***

NO FREE STANDING WOOD, GAS, KEROSENE, COAL BURNING OR ANY OTHER NON-ELECTRIC STOVE SHALL BE INSTALLED OR MAINTAINED IN ANY UNIT.
THE COMMUNITY WILL HOLD THE HOMEOWNER LIABLE FOR FIRES OR DAMAGES THAT OCCUR FROM ANY OF THESE TYPES OF STOVES.

ONLY ONE PET PER UNIT IS PERMITTED.

DRUMS ARE NOT ALLOWED IN UNITS OR ANY PERCUSSION INSTRUMENTS.

SIGNAL HILL/HERITAGE LEASE/TENANT ADDENDUM
LEASE PROVISIONS

The following should be attached as an Addendum to lease forms used for units in Signal Hill/Heritage.

LEASE/TENANT ADDENDUM

(PLEASE PRINT)

Unit Address _____ DATES OF LEASE: ___/___/___ Thru ___/___/___

LESSOR/s (Owner/s) _____ Phone _____

Owner Billing Address _____ Email _____

Agent for Owner (if applicable) _____ Phone _____

LESSEE/s (Tenant/s) Home phone #: _____ Email _____

1 Name _____ Work # _____ Cell # _____

2 Name _____ Work #: _____ Cell # _____

Pet Info (Type, Breed & Color) _____

List children (give ages) &/or others living in unit _____

Emergency Contact Name: _____ Phone _____

Condominium Documents: Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Condominium, Code of Regulations, Rules and Regulations, and any amendments thereto, (the "Condominium Documents") of Signal Hill/Heritage as shall apply to the demised premises and to the provisions of this Lease, and agrees to assume all duties and responsibilities and be jointly and severally liable with the Lessor for all liabilities and responsibilities and for the performance of all obligations applicable to Unit Owners under the Pennsylvania Unit Property Act or the Pennsylvania Uniform Condominium Act, other applicable laws or ordinances, Declaration of Condominium and Code or Regulations or otherwise whatsoever during the term of this Lease. However, Lessor, in all events, shall retain the right to exercise any voting rights associated with the demised premise.

Lessee hereby acknowledges receipt of the said Declaration of Condominium, Code of Regulations and Handbook of Rules.

Association Charges or Assessments:

- (a) In the event the Lessor shall fail to pay any charge or assessment levied by the Signal Hill Council (the "Council") against the unit constituting the demised premises, and such failure continues for thirty (30) days, the Council shall so notify the Lessee in writing of the amount due and, within fifteen (15) days after the date of such notice, the Lessee shall pay to the Council the amount(s) of such unpaid charges or assessments, subject, however to paragraph (b) of this Section. The amounts of such unpaid charges or assessments paid to the Council by Lessee after the nonpayment by Lessor shall be a credit against and shall offset the next monthly installment due to Lessor following Lessee's payment of such charges or assessments to the Council.

(b) In no event shall Lessee be responsible to the Council for any amount of unpaid charges or assessments during any one (1) month in excess of one (1) monthly rental installment.

Delegation of Power to Council: The Lessor hereby delegates to the Council its power under this Lease and under law with respect to the remedies for breach of this Lease so that the Council may execute any of such remedies upon the default by Lessee or Lessor in the payment of any charges or assessments levied by the Council against the Unit constituting the demised premises or upon the failure of the Lessee or Lessor to abide by all of the terms and conditions of the Condominium Documents. The pursuit of any of such remedies by the Lessor against the Lessee shall not prohibit the Council from pursuing any such remedies against the Lessee.

Council Access: Lessee agrees to permit the Council, or its agents, servants or others authorized by the Council, to have free access to the demised premises at reasonable times, upon request except in case of emergency, for the purpose of maintenance, repair or replacement of the common elements as the same are defined in the Declaration of Condominium, or the enforcement of any of the provisions of the Condominium Documents.

Actions of Lessee: Lessee shall not do or commit, or willingly suffer to be done or committed, an action, matter or thing, whereby or in consequence whereof the policy or policies of insurance on the demised premises, or any premises of which the same is a part including the common elements of Signal Hill/Heritage as defined in the Declaration of Condominium, according to the conditions and stipulations, shall become voided or suspended; or whereby or in consequence whereof the insurance risk on the demised premises or any premises on which the same are a part including the common elements shall be rendered more hazardous.

Assignment of Subletting: Lessee shall not assign this Lease or sublet the demised premises without the prior written consent of the Council (as to form of lease only) and it is hereby agreed and provided that any lawful levy, order or execution, or other legal process, and also any assignment or sale in bankruptcy shall be deemed and taken to be an assignment within the meaning of this Lease.

Lease Subject to Approval: This Lease between Lessor and Lessee, and any renewal of the term hereof, shall be subject to the prior written approval of the Council (as to form of lease only). The Council shall either grant or deny its approval (as to form of lease only) within five (5) business days after submission to the Council of this Lease executed by Lessee. Such approval (as to form of lease only) shall be indicated on this Addendum to Lease by the signature of at least (1) duly authorized officer of the Council or by the Council's authorized agent. Without such prior approval (as to form of lease only), this Lease or any renewal of the terms hereof, shall be null and void as between Lessor and Lessee. The Association reserves the right to terminate and/or refuse to renew lease in the event tenant fails to comply with terms of the lease and/or rules and regulations of the Association and/or if the Council has determined that the tenant has infringed upon the rights of other owner(s) to the Quiet Enjoyment of their space(s). The Association may enforce any of its rights before any court of competent jurisdiction. All lease renewals must be submitted to the Council for approval (as to form of lease only). Any owner who does not file for a lease renewal approval (as to form of lease only) in timely manner cannot hold the Signal Hill/Heritage Condominium Association responsible if such renewal is not granted.

Amendments and Modifications: This Lease may be modified, amended, or surrendered only by instrument in writing duly executed by Lessor and Lessee and approved (as to form of lease only) by (1) duly authorized officer of the Board in writing or by the Board's authorized agent.

PRIOR TO ANY TENANT MOVING IN, THE OWNER/LANDLORD MUST FURNISH THE ASSOCIATION WITH THE FOLLOWING:

1. Copy of the fully signed Lease.
2. Copy of a fully signed Lease/Tenant Addendum for approval by the Council.
3. A \$100.00 processing fee made out to Signal Hill or Heritage.

FAILURE TO COMPLY WITH THE ABOVE WILL RESULT IN A \$100.00 FINE EVERY 30 DAYS UNTIL COMPLIANCE IS ACHIEVED.

Expiration Date of Lease

Name of Lessor(s) / Owner(s) (Please Print)

Date

Signature of Lessor(s) / Owner(s)

Name of Lessee (1) (Please Print)

Date

Signature of Lessee (1)

Name of Lessee (2) (Please Print)

Date

Signature of Lessee (2)

DO NOT WRITE BELOW THIS LINE – FOR ASSOCIATION USE ONLY

Approved by the Signal Hill/Heritage Condominium Council Members as follows:

Date

Signature of Board Member

SH-HP LTA Revised by Council:
1/10/84 2/08/84
4/24/85 1/19/94
11/7/02 12/14/04
6/20/07 12/13/07
7/29/13

LEASE/TENANT ADDENDUM

Revised by Council:
1/10/84 2/08/84
4/24/85 1/19/94
11/7/02 12/14/04
6/20/07 12/13/07
7/29/13

1. "A Unit Owner shall not lease his unit to any person except with the written approval and consent of the Council (as to form of lease only), which approval and consent shall not be unreasonably withheld."
2. "A Unit Owner shall not engage in the leasing of his unit except after having his lessee execute a Lease or other agreement which contains the following provisions:

* * SEE ATTACHED ADDENDUM * *

(A copy of the Lease Tenant Addendum (LTA) Referred to above may be obtained at the Village Shires Community Association Office, 3001 East Village Road, Holland, PA 18966. 215-968-0618)

3. An copy of the lease or rental agreement for each unit, containing the names and Addresses of the prospective lessee(s) or tenant(s) and containing the above mentioned provisions shall be submitted to the Council no later than five (5) business days prior to the execution thereof by the lessee(s) or the tenant(s) and the Unit Owner.
4. The Council shall make available to either the lessee(s) or tenant(s) and the Unit Owner a copy of the Association's By-Laws, Code of Regulations, Declaration of Condominium and Rules and Regulations no later than five (5) days prior to the execution of the lease or agreement.
5. Violations of the Rules regarding lease approval shall be subject to a \$100.00 fine and recurring fines of \$100.00 monthly may occur until the lease and Lease/Tenant Addendum have been submitted, in accordance with Section H. of the Signal Hill Handbook of Rules.
6. A \$100.00 fee made payable to Signal Hill Condominium Association.
7. Unit owner must provide evidence of the existence of burst proof type washing machine hoses.