

**MOUNTAINVIEW CONDOMINIUM ASSOCIATION
ADMINISTRATIVE RESOLUTION No.10
LEASING POLICY AND ASSESSMENT**

WHEREAS, the Executive Board of Mountain View Condominium ("Board") adopted certain Rules and Regulations ("Rules") on or about July 7, 1987 pursuant to Article VI, Section 6. 1 (1) of the Declaration of Mountain View Condominium ("Declaration") and the Uniform Condominium Act, Section 3302;

WHEREAS, Article VI, Section 1 and Article XII, §12.1(b) of the Declaration and Section 3302 of the Uniform Condominium Act grant the Board the powers and duties necessary to administer and manage the business, operation and affairs of the Property and the Association of Unit Owners ("Association"), including the power to promulgate, distribute and enforce the Rules;

WHEREAS, the Association has a substantial interest in deterring violations of the Rules and Regulations, By-Laws and Declarations ("Rules and Condominium Documents") and enforcing compliance therewith;

WHEREAS, Article XII, Section 12.1, paragraph (b) of the Declaration gives the Board the duty to adopt and amend as well as enforce compliance with the rules and regulations; and

WHEREAS, the Board has adopted and expects to continue to adopt or amend rules and regulations pursuant to the provisions of its legal regulations; and

WHEREAS, Article 6, Section 6.2 of the Declaration requires any Unit Owner who is presently leasing and/or intends to lease his Unit provide the Association with a copy of the lease; and

WHEREAS, Resolution 8 adopted by the Board on November 1, 2006 as part of the Rules requiring all Unit Owners to carry homeowner's insurance which specifically covers all portions of the individual Unit even if the Unit is leased and/or occupied by an individual and/or person other than the Unit Owner; and

WHEREAS, Section 3303 of the Pennsylvania Uniform Condominium Act gives the Board the power to act in the best interest of the association and impose fines for violations of rules and regulations; and

AND NOW, THEREFORE BE IT RESOLVED: That the Board of the Mountain View Condominium Association adopts the following procedures concerning the leasing of Units:

1. Any Unit Owner who is presently leasing and/or intends to lease his Unit provide the Association with a copy of the lease prior to lease commencement as required pursuant to Article 6, Section 6.2 of the Declaration
2. Any Unit Owner must carry homeowner's insurance which specifically covers all portions of the individual Unit even if the Unit is leased and/or occupied by an individual and/or person other than the Unit Owner, where said insurance names the Association and its management company (if any) as additional named insureds on the policy
3. All leases are to include the Leasing Addendum provided by the Association as part of the Rules and Regulations of the community which include, but are not limited to the following:
 - a. **TERMS:** Leases and any renewal or extension term thereof shall not be for a term of less than one (1) year. Owner shall not lease less than the entire Unit as applicable and use must be for residential purposes only. Sublets and assignments of leases are not permitted.

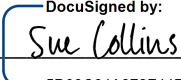
- b. **OCCUPANCY:** The maximum number of unrelated persons who may occupy a unit shall not be more than the maximum number of persons permitted by any applicable federal, state, or local statute, regulation (health or otherwise) or ordinance.
- c. **COMPLIANCE:** Every Tenant, including members of the tenant's family, and their guests and invitees, is deemed to be an Occupant by reason of their acceptance of the lease, and their enjoyment and use of the Unit and Common areas shall be obligated to comply with all provisions of the Governing Documents throughout the term of the lease and or their occupancy of the Unit.
- d. **DELIVERY OF DOCUMENTS:** Each Owner shall, at the Owner's expense, provide their tenant(s) with a full and complete copy of the current Governing Documents of the Association at the same time that the Owner and the tenant(s) enter into a lease. Owners may obtain copies of the Governing Documents from the Association at a cost established by the Board.
- e. **OCCUPANT ACKNOWLEDGEMENT:** By their signatures below, the tenant(s) affirm they have received from the unit owner current copies of the Governing Documents of the Association (Declaration, By-Laws, Rules and Regulations, etc.) and agree to be bound by, and comply with, these Governing Documents throughout their occupancy of the Lot.
- f. **DELIVERY OF LEASE:** Any Owner who has entered into a lease shall provide the Community Manager with a full and complete copy of the signed lease, as well as a signed original of any required addendum to the lease, within five (5) days of the date on which the tenant signs the lease, together with a check in an amount as determined by the Board in order to defray the Association's administrative costs related to the lease with the tenant. Without regard to the forgoing, the Owner must provide the Community Manager with a copy of the signed lease and addendum to the lease BEFORE any tenant is permitted to occupy the Unit and Lot.
- g. **PAYMENT AND COLLECTION OF ASSESSMENTS:** The Owner shall remain responsible to continue to perform all maintenance obligations, and to make timely payment of all assessments, fees, fines, costs, expenses, and charges due under the Governing Documents, throughout the term of the lease. If an Owner shall fail to pay any assessment, lien assessment, fee, fine, interest, cost, expense, or charge due under the Governing Documents, then the Association, upon ten (10) days notice to the Owner and Occupant, may collect delinquent assessments, lien assessments and any other fees, fines, interest, costs, expenses, and or charges due under the Governing Documents from the Occupant, from month-to-month, in an amount not in excess of the monthly rental due to the Owner from the Occupant, until all sums due from the Owner to the Association are paid in full. The Occupant shall receive a rental credit from the Owner to the extent of all amounts paid to the Association by the Occupant, on account of the delinquent assessments, lien assessments, fees, fines, interests, costs, expenses, and or charges due to the Association from the Owner.
- h. **OWNER OBLIGATION TO ENFORCE COMPLIANCE:** The Owner shall be obligated, at the Owner's sole cost and expense, to enforce the Occupant's full compliance with the Governing Documents throughout the term of the Lease.
- i. **ENFORCEMENT OF GOVERNING DOCUMENTS:** The Association may bring an action at law or equity against the Owner and or Occupant of a Unit to enforce the

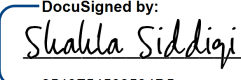
Declaration and any leasing Rules and Regulations. The Association may also pursue any remedy against the Owner available to it under the Governing Documents until the Owner and or Occupant fully comply. All costs, fees, fines, and expenses incurred by the Association to enforce this Article or the Rules and Regulations against an Owner and or Occupant, including by not limited to, attorneys fees, management expenses, and court costs, shall be levied as an assessment against the unit and collectible in the same manner as any unpaid assessment.

- j. **LEASE CONFLICTS WITH GOVERNING DOCUMENTS:** Such terms and conditions of a lease and lease addendum, if any, as may be in conflict with the terms, conditions, and provisions of the Governing Documents shall be void as between the Association and the Owner and Occupant. By their use and enjoyment of Unit the Owner and Occupant shall be deemed to covenant and agree that the terms, conditions, covenants, and provisions of the Governing Documents shall control over conflicting provisions, if any, of the lease and the lease addendum.
 - k. **LEASING RULES AND REGULATIONS:** The Board shall have the power and authority to adopt, amend, and withdraw such leasing Rules and Regulations as the Board may from time-to-time deem necessary and appropriate to the circumstances of the Property.
4. Copies of the Current Governing Documents of the Association are to be provided to every resident of a Unit as part of the lease and every resident agrees to abide by the same.
 5. A fully completed Emergency Contact Form as provided in the Rules and Regulations is to be executed by the Unit Owner for their unit providing all current resident and Owner contact information requested and provided to the Association prior to lease commencement.
 6. A leasing fee, as determined by the Board to cover the costs incurred by the Association in the management of leases, as provided in the Rules and Regulations shall be provided to the Association by the Unit Owner prior to the lease commencement.
 7. Failure to abide by these provisions subjects the owner to fines, penalties, and fees including but not limited to interest, legal fees, management and or consulting fees, and other costs of collection

BE IT FURTHER RESOLVED: a copy of this Resolution shall be sent to all Unit Owners at their last known address.

This Resolution was approved at a meeting of the Board of which a quorum was present on July 31, 2017 and shall be effective August 2, 2017.

Attest: 
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 Secretary


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 President, Board of Directors, Mountain View

Condominium Association