

# Tamerlane Condominium Association

3001 East Village Road, Holland, PA 18966

Phone: 215-968-0618 Fax: 215-968-0233

Email: [villageshires@danellarealty.com](mailto:villageshires@danellarealty.com)

Last Revised: 11-16-07

## LEASE-TENANT ADDENDUM

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 \_\_\_\_\_

**Condominium Documents:** Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Condominium, By-Laws, Rules and Regulations, and any amendments thereto, (the "Condominium Documents") of Tamerlane 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, By-Laws, 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, By-Laws and Rules, Regulations and Enforcement procedures of Tamerlane Condominium Association.

### **Association Charges or Assessments:**

(a) In the event the Lessor shall fail to pay any charge or assessment levied by the Tamerlane Board (the "Board") against the unit constituting the demised premises, and such failure continues for thirty (30) days, the Board 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 Board 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 Board 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 Board.

(b) In no event shall Lessee be responsible to the Board 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 Board:** The Lessor hereby delegates the Board its power under this lease and under law with respect to the remedies for breach of this Lease so that the Board may execute any of such remedies upon the default obey Lessee or Lessor in the payment of any charges or assessments levied by the Board

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 Board from pursuing any such remedies against the Lessee.

**Board Access:** Lessee agrees to permit the Board, or its agents, servants or others authorized by the Board, 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.

**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 Tamerlane as defined in the Declaration of Condominium, according to the conditions and stipulations, shall ever become voided or suspended; or whereby or in consequence whereof the insurance risk on the demised premises or any premises is increased.

**Assignment of Subletting:** Lessee shall not assign this Lease or sublet the demised premises without the prior written consent of the board 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 Board. The Board shall either grant or deny its approval within five (5) business days after submission to the Board of this Lease executed by Lessee. Such approval shall be indicated on this Addendum to Lease by the signature of at least (1) duly authorized officer of the Board. Without such prior approval, 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 Board 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 Board for approval. Any owner who does not file for a lease renewal approval in timely manner cannot hold the Tamerlane 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 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 Executive Board.**
3. **A \$50.00 processing fee with check made out to *Tamerlane Condominium Association*.**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Lessor/s (Owner/s)

\_\_\_\_\_  
Signature of Lessor/s (Owner/s)

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name of Lessee/s (Tenant/s)

\_\_\_\_\_

Signature of Lessee/s (Tenant/s)

***Approved by the Tamerlane Condominium Executive Board:***

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Board Member

### **LEASE PROVISIONS**

The following should be attached as an Addendum to lease forms used for units in Tamerlane. Section or Paragraph numbers should precede the paragraphs of the Addendum to correspond with the sequence of sections or paragraphs of the form of Lease to which the Addendum is attached.

#### **Article XV Transfer of Units**

Section 15.01 Transfer of Units- Any Unit Owner may, at any time, transfer all of his ownership in the Unit (which must include his undivided interest in the Common Elements) to any other person, and it shall not be necessary to secure the prior consent of the Condominium Association, the Executive Board or any other Unit Owner. However, all Unit Owners shall comply with the appropriate provisions of the Act, including Section 3407, as shall apply to the sale or transfer of a Unit.

#### **Article XVI USE RESTRICTIONS: LEASING OF UNITS**

##### Section 16.01 Leasing of Units

- (a) Declarant reserves the right to lease any and all of the Units subject to this Declaration
- (b) No Unit Owner shall be permitted to lease his Unit unless such Unit Owner has complied with the relevant provisions of this Declaration, the By-Laws and any applicable rules and regulations. All leases must be in writing for a term not to be less than one (1) year and approved by the Condominium Association. All leases shall provide that the lessee shall be subject in all respects to the provisions of this Declaration, the By-Laws and the rules and regulations of the Condominium, as may from time to time be promulgated by the Executive Board. The leasing of a Unit shall not affect the liability of the Unit Owner with respect to his obligations under this Declaration, the By-Laws and any rules and regulations. The provisions of this paragraph shall not apply to the holder of a first mortgage lien on a Unit who acquires title thereto.
- (c) In the event the Unit Owner shall fail to pay any charge or Assessment levied by the Executive Board against a leased unit, and such failure to pay continues for thirty (30) days, the Executive Board shall so notify the lessee of such Unit in writing of the amount(s) due and, within fifteen (15) days after the date of such notice, the lessee shall pay to the Executive Board the amount(s) of such unpaid charges or Assessments, subject however to paragraph (d) of this Section 16.01. The amounts of such unpaid charges or Assessments paid to the Executive Board by lessee after the nonpayment by the Unit Owner shall be a credit against and shall offset the next monthly rental installment due to the Unit Owner following the payment by the lessee of such charges or Assessments to the Executive Board.
- (d) In no event shall the lessee be responsible to the Executive Board for any amount of unpaid charges or Assessments during any one month in excess of one monthly rental installment.