

# **BEACON HILL CONDOMINIUM ASSOCIATION**

## **LEASE/TENANT ADDENDUM**

### **LEASE PROVISIONS**

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

Revised Per Board of Directors: 11/24/86  
09/94  
2/01/06  
12/12/07  
6/28/13

Beacon Hill Condominium Association  
LEASE/TENANT ADDENDUM

(Please Print)

Addendum to Lease Dated: \_\_\_\_\_

Between: \_\_\_\_\_, Tenant/Lessee(s)

And \_\_\_\_\_, Owner/Lessor(s)

For Unit: \_\_\_\_\_ Beacon Hill Drive.

Condominium Documents – Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Condominium, By-Laws, Rules and Regulations, Enforcement Policy and any amendments thereto, (the “Condominium Documents”) of Beacon Hill as shall apply to the demised premises, subject 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 Uniform Condominium Act, other applicable laws or ordinances, Declaration of Condominium and By-Laws, Rules and 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 premises.

Lessee hereby acknowledges receipt of copies of the said Declaration of Condominium and By-Laws and Rules and Regulations.

Association Charges or Assessments

- (a) In the event the Lessor shall fail to pay any charge or assessment levied by the Beacon Hill Board (the “Board”) against the Unit constituting the demised premises, and such failure to pay continues for thirty (30) days, the Board shall so notify the Lessee in writing of the amount(s) 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 rental 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 to 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 exercise any of such remedies upon the default by Lessee or Lessor in the payment of any charges or assessments levied by the Board or the Village Shires Homeowner’s Association 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 preclude the Board from pursuing any such remedies against the Lessee. The Board has the power under the Lease to seek eviction of the tenant for any violation of the Declaration, Bylaws, and Rules and Regulations. There will be escalating fines issued to the unit owners who do not fully comply with the lease registration and lease renewal registration policies as outlined in the Rules and Enforcement Policies of Beacon Hill. The initial fine will be in the amount of \$100.00. The second fine will be \$200.00. The third, and all subsequent fines, will be for \$300.00 and may

continue every 30 days until such approval is granted or the tenant has been evicted and the Association has been properly notified via written notice. If the Association finds that the tenant, after receiving such notice, is still in fact entering into the said Unit, the fines will continue until the tenant actually vacates the unit.

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 the case of an emergency, for the purpose of maintenance, repair or replacement of the common elements of Beacon Hill Homes as the same are defined in the Declaration of Condominium, or for 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, any act, 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 part of including the common element of Beacon Hill Homes 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 or Subletting. Lessee shall not assign this Lease or sublet the demised premises without the prior written approval (as to form only) by Board in accordance with the Declaration, Bylaws and Rules and Regulations, and execution by the occupant Lessee of a copy of this Rider; and it is hereby agreed and provided that any lawful levy or sale or execution, or other legal process, and also any assignment of 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 (as to form only). The Board shall either grant or deny its approval within five (5) business days after submission to the Board of this Lease executed by the Lessee. Such approval shall be indicated on this Addendum to Lease by the signature of at least two (2) duly authorized officers of the Board or by the Board's authorized agent. Without such prior approval, this Lease or any renewal of the terms hereof, shall be null and void as between Lessor and Lessee.

Information Required by Tenant.

1. The Lessee is required to supply, in addition to his or her signature, the number of people that will live in said Beacon Hill Unit. The Lessee is not permitted to have more than **One** "medium sized domesticated dog or cat." The Lessee is required to give the following information on such pet:

A. Type of Pet \_\_\_\_\_,

B. Color of Pet \_\_\_\_\_,

C. Breed of Pet \_\_\_\_\_.

2. Tenant agrees to provide day, evening and emergency phone contact numbers:

Tenant 1: \_\_\_\_\_ Work 1 #: \_\_\_\_\_ Cell 1#: \_\_\_\_\_

Email Address: \_\_\_\_\_

Tenant 2: \_\_\_\_\_ Work 2 #: \_\_\_\_\_ Cell 2#: \_\_\_\_\_

Email Address: \_\_\_\_\_

Home phone #: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Statement of Understanding Vehicle Registration Policy:**

I have read and understood that Beacon Hill has a vehicle registration policy. I agree to supply a copy of my driver's license indicating my true address and registration card to properly identify my vehicle, pay the \$2.00 fee for a static electric decal, post it prominently inside my windshield in the upper left hand corner and to transfer this decal to any subsequent vehicle only after updating the management office of any changes. I understand that failure to do so violates the Beacon Hill vehicle policy rules and that my vehicle may be towed as result.

This information is required to protect the owners and tenants of all units in Village Shires.

Amendments and Modifications. This Lease may be modified, amended, or surrendered only by an instrument in writing duly executed by Lessor and Lessee and approved (as to form only) by two (2) duly authorized officers 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 a fully signed Lease.
2. Copy of fully signed Lease/Tenant Addendum for approval by the Executive Board.
3. \$50.00 processing fee made out to Beacon Hill Condominium Association.

**AS PER THE BEACON HILL REGULATIONS AND THE BEACON HILL ENFORCMENT POLICY, FAILURE TO COMPLY WITH THE ABOVE WILL RESULT IN AN INITIAL FINE OF \$100.00. SUBSEQUENT FINES WILL BE ISSUED EVERY 30 DAYS. THE AMOUNT OF THE SECOND FINE WILL BE \$200.00. THE AMOUNT OF THE THIRD AND ANY ADDITIONAL FINES WILL BE \$300.00 UNTIL THE LEASE AND LEASE/TENANT ADDENDUM IS SUBMITTED AND APPROVED OR, IF DENIED, THE TENANT VACATES THE PREMISES**

**I/we have received a copy of the Beacon Hill Regulations Revision 6-28-13, Enforcement Policy (Revised 6-28-13) & Parking Registration Form.**

\_\_\_\_\_  
**Tenant(s) Signature** \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**DATE** \_\_\_\_\_  
**NAME OF TENANT/LESSEE (1) (Please Print)**

\_\_\_\_\_  
**SIGNATURE OF TENANT/LESSEE (1)**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME OF TENANT/LESSEE (2) (Please Print)**

\_\_\_\_\_  
**SIGNATURE OF TENANT/LESSEE (2)**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME OF OWNER/LESSOR (1) (Please Print)**

\_\_\_\_\_  
**SIGNATURE OF LESSOR (1)**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME OF OWNER/LESSOR (2) (Please Print)**

\_\_\_\_\_  
**SIGNATURE OF LESSOR (2)**

**DO NOT WRITE BELOW THIS LINE – FOR ASSOCIATION USE ONLY**

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Approved by the Beacon Hill Condominium Executive Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Board Member