

**RESOLUTION OF THE BOARD OF DIRECTORS FOR THE
VALLEYBROOK HOMEOWNERS' ASSOCIATION, INC.
ADOPTING A LEASING & OCCUPANCY ADDENDUM**

The Board of Directors (the "Board") of the Valleybrook Homeowners' Association, Inc. (the "Association") hereby certifies that the following resolution was adopted at a duly called meeting of the Board held on _____, 2024.

WHEREAS, the Association is governed by the Declaration of Easements, Covenants and Restrictions for the Village of Valleybrook, dated October 8, 1974 and recorded in the Delaware County Recorder of Deeds Office on November 4, 1974, in Deed Book 2519, Page 933, *et seq.*, as amended (the "Declaration"), the Bylaws of Valleybrook Homeowners' Association, Inc., as amended (the "Bylaws"), the Rules & Regulations ("Rules & Regulations") (collectively, the "Governing Documents") as well as the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §§ 5101, *et seq.* (the "Act");

WHEREAS, pursuant to Section 5302(a)(1) of the Act, the Board, acting on the Association's behalf, has the power and authority to adopt, amend, repeal and enforce reasonable rules and regulations as the Board may deem necessary or desirable from time to time;

WHEREAS, pursuant to Section 4.01 of the Bylaws, the Board is authorized to adopt and promulgate reasonable rules and regulations governing the use of the Common Areas and the Facilities; and

WHEREAS, the Board believes it is in the best interest of the Association to adopt a Lease and Occupancy Addendum to ensure that all Leases entered into by Owners and their Tenants comply with the Association's Governing Documents.

NOW, THEREFORE, BE IT RESOLVED, that from the effective date of this Resolution, the Lease and Occupancy Addendum attached hereto as Exhibit "A" shall be executed with all new Leases entered into following the date of this Resolution pertaining to the Association's Units, which shall be deemed to be Rules and Regulations of the Association and enforceable as such and shall apply to all Owners who lease their Units.

WITNESS, this day, our hands and seals:

ATTEST:

**BOARD OF DIRECTORS,
Valleybrook Homeowners'
Association, Inc.**

Name: _____

Title: Secretary

Name: _____

Title: President

EXHIBIT “A”

**LEASE AND OCCUPANCY ADDENDUM FOR
VALLEYBROOK HOMEOWNERS' ASSOCIATION, INC.**

THIS ADDENDUM is made this _____ day of _____, 20____, and is added to and amends the Lease by and between _____, as Tenant(s) (the term "Tenant" shall include any occupants of the Unit other than the Owner), and _____, as Owner(s)/Landlord(s), for the Unit with an address of _____, which Lease is dated the _____ day of _____, 20____. In conjunction with the Rules and Regulations of the Valleybrook Homeowners' Association, Inc. (the "Association"), upon entering into a new Lease for a Unit, the Owner(s) must deliver to the Association's Board of Directors (the "Board") this Lease and Occupancy Addendum fully completed and attached to a copy of the written, signed Lease as Exhibit "A," which must bear the original signatures of the Owner(s) and the Tenant(s) whose names appear on the Lease within ten (10) days of the execution thereof and prior to the Tenant(s)' occupancy of the Unit.

WITNESSETH THAT:

In consideration of the mutual covenants, promises and agreements contained in the attached written Lease and herein, Landlord(s)/Owner(s) and Tenant(s) hereby agree as follows:

1. Compliance with Declaration, Bylaws and Rules and Regulations. The Tenant(s) hereby acknowledge(s) receipt of a copy of the Association's Declaration, Bylaws and any Rules and Regulations adopted pursuant thereto (the "Governing Documents"), and hereby agrees to abide by the Governing Documents and any amendments thereto. The Tenant(s) shall comply with all provisions of the Governing Documents and shall control the conduct of all other occupants and guests of the Unit in order to ensure such compliance. The Owner(s) shall cause all occupants and/or Tenants of his or her Unit to comply with the Governing Documents and shall be responsible for all violations by such occupants and/or Tenants and/or guests of the leased Unit. The failure of any Owner(s), their Tenant(s) or other occupants and/or guests of the leased Unit to fully comply with the Association's Governing Documents may result in the levying of fines against the Owner(s). If the Tenant(s), occupants or guests of the Unit violate the Governing Documents for which a fine is imposed, notice of the violation shall be given to the Owner(s) and such fine may be assessed against the Owner(s) in accordance with the Association's Governing Documents. The Association shall further have the right, but not the obligation, to provide the Tenant(s) with notice of any such violation(s). The Owner(s) shall pay the fine upon notice from the Association of the failure of the Tenant(s), occupants or guests of the leased Unit to comply with the Governing Documents in a timely manner. Unpaid fines shall constitute a lien against the Unit. The failure of any Owner, their Tenant(s), occupants or guests of the leased Unit to comply with the Governing Documents or the provisions of this Addendum may also result in the issuance of demands for curative action and/or repair or replacement work to be performed by, and at the expense of, the Owner(s) and the imposition of such other sanctions and remedies as may be available to the Association under the Governing Documents or applicable law. The Association reserves the right to immediately pursue such legal or equitable remedies as it may possess if any violation of the Governing Documents or this Addendum is determined to have or

will result in destruction of any portion of the property or a threat to the health, safety, or welfare of its residents.

Any violation of the Governing Documents by the Tenant(s), occupants or guests of the leased Unit is deemed to be a default under the terms of the Lease and authorizes the Owner(s) to terminate the Lease without liability and to evict the Tenant(s) in accordance with Pennsylvania law. The Owner(s) hereby delegates and assigns to the Association, acting through the Board of Directors of the Association, the right, but not the obligation, of enforcement against the Tenant(s) for breaches resulting from the violation of the Governing Documents, including the right, but not the obligation, to evict the Tenant(s) as attorney-in-fact on behalf of and for the benefit of the Owner(s), in accordance with the terms hereof. If the Association in its sole discretion elects to evict the Tenant(s), or to take any other action itself, or by and through its attorneys, to enforce the Owner(s)' or Tenant(s)' compliance with the Governing Documents or this Addendum, or to cure a breach, or to perform any repairs or replacement on the Unit, Common Elements or Limited Common Elements, then all costs, expenses, charges and fees, including attorneys' fees, incurred by the Association, will be levied by the Board as Assessments against the Owner(s)' Unit and will be a lien thereon, enforceable and collectible from the Owner(s) in the same manner as an unpaid Assessment.

If, during the term of any Lease, an Owner(s), Tenant(s), occupant or guest of the leased Unit disregards the provisions of the Association's Governing Documents, and the Board determines it to be in the best interests of the Association to bar the Owner(s) from extending or renewing the terms of the Lease, or from continuing to lease the Unit, then the Board shall so notify the Owner(s) in writing of that determination and the Owner(s) shall thereupon be barred from extending or renewing the terms of the Lease, or continuing said Lease beyond its original term. In addition, if any Owner(s) fails to comply with their obligations under the Governing Documents, such as failing to maintain the Unit or failure to pay Assessments or other fees due to the Association, the Owner(s) shall be barred from leasing his or her Unit thereafter.

2. Use of Common Elements. The Owner(s) transfers and assigns to the Tenant(s), for the term of the Lease any and all rights and privileges that the Owner(s) has to the use of the Common Areas.

3. Liability for Assessments. Each Owner who rents his or her Unit will continue to bear the obligation to perform all of the obligations and duties of an Owner under the Governing Documents, including the obligation to make prompt and full payment of all Assessments, charges, expenses and fees levied against the Owner's Unit, including all fines levied during the term of the Lease for any breach of the Governing Documents. When an Owner who is leasing his or her Unit fails to pay any annual or special Assessment, expenses, fees, fines, or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the Tenant(s) during the period of delinquency and, upon ten (10) days written notice from the Association to the Owner and the Owner's Tenant(s) by first class mail, Tenant(s) shall pay to the Association all unpaid Assessments, fees, fines and other charges payable during the term of the Lease and any other period of occupancy by Tenant(s). However, Tenant(s) need not make such payments to the

Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by Tenant(s) shall reduce, by the same amount, the obligation of the Tenant(s) to make monthly rental payments to Landlord. The above provision shall not be construed to release the Owner(s) from any obligation for Assessments for which he or she would otherwise be responsible.

4. Consent to Notify Tenant(s) of Owner Delinquency. Owner(s) hereby consents, for himself or herself, and on behalf of all other Owners, if any, to the disclosure by the Association and its directors, officers, agents, managers, attorneys and representatives of information regarding the status of the Owner(s)' account with the Association, including, without limitation, any delinquency of such account, and agrees that the foregoing consent shall satisfy any consent requirements under any applicable law, including, without limitation, any Pennsylvania or Federal laws pertaining to the collection of debts.

5. Assignment of Rents. In the event that Owner(s) is delinquent in the payment of annual or special Assessments or other charges due to the Association for a period of thirty (30) days, upon written demand from the Association and after having been provided with ten (10) days notice of an intent to do so, the Owner(s) shall be deemed to have assigned to the Association all rents due from the Tenant(s) to such Owner(s), until such Owner(s)' account is current. This assignment shall be irrevocable and absolute.

6. Insurance. Nothing shall be done or kept on the Association's Property, or any part thereof, which would cancel or increase the rate of insurance on the Community or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

7. Move In/Move Out. The Owner(s), Tenant(s) and/or occupants shall comply at all times with any moving rules and regulations established by the Association.

8. Leasing Terms. All Leases must be for an initial term of not less than twelve (12) months and no Unit may be leased for transient or hotel purposes; nor may any Owner lease less than the entirety of their Unit. Sub-letting of a Unit is strictly prohibited.

9. Severability and Conflicts. The invalidity of any part of this Lease and Occupancy Addendum shall not impair or affect in any manner the validity or enforceability of other provisions of this Addendum. To the extent that the terms of the Lease conflict with (i) this Addendum, or (ii) the Governing Documents, the terms of this Addendum or the Governing Documents, as the case may be, shall control and the conflicting or violating terms shall be void.

10. Copies of Lease; Additional Requirements. The Lease shall be in writing and in a form approved by the Board prior to the effective date of the Lease. The Lease must provide for the rental of the entire Unit, not just a portion thereof. All adult persons who occupy a Unit under the Lease must be parties to the Lease. Any occupants of the Unit other than the Owner(s) must sign this Lease and Occupancy Addendum. The maximum number of tenants who may occupy a

leased Unit must not be greater than the maximum number permitted by the Governing Documents or any applicable zoning ordinance and/or Township regulation. Throughout this Lease and Occupancy Addendum, the term "Lease" shall refer to a lease.

Owner(s) and Tenant(s) hereby agree that Owner(s) shall provide a fully executed copy of the Lease and this Lease and Occupancy Addendum (attached thereto as Exhibit "A") and the name of the Tenant(s) and all occupants to the Board within ten (10) days after execution thereof and prior to possession of the Unit being delivered to Tenant(s).

11. Binding Effect. The Owner(s) and Tenant(s) hereto expressly agree and affirm that they have each read, understand, and agree to be bound by the terms of this Lease and Occupancy Addendum, which is hereby incorporated by reference into the Lease. The singular shall include the plural and the male gender shall include the female, wherever the context shall so require. In the event that two (2) or more persons are listed as Tenants or reside in the Unit, the liability of such persons shall be joint and several.

12. Association as Third Party Beneficiary. The Association shall be an intended third-party beneficiary of the Lease and this Lease and Occupancy Addendum with the full power and authority, but not the obligation, to directly enforce the Lease and this Lease and Occupancy Addendum against the Tenant(s) as set forth herein. The existence and enforcement of this Addendum or the Governing Documents shall not give rise to a landlord/tenant relationship between the Association and any Tenant or occupant. Any failure of the Association to enforce the terms of the Lease or this Lease and Occupancy Addendum against the Tenant(s) shall not be deemed a waiver of the right to enforce such terms against the Owner(s).

13. Failure to Comply with Provisions of Lease and Occupancy Addendum. Failure by the Owner(s) or Tenant(s) (or a Tenant's guest, licensee, invitee or agent) to comply with the terms and provisions of this Lease and Occupancy Addendum shall be deemed a violation of the Governing Documents and shall entitle the Association to pursue all remedies under the Governing Documents, including, without limitation, any fine or enforcement policy of the Association, as well as all remedies available to the Association pursuant to Pennsylvania laws.

14. Indemnification. Owner(s) and Tenant(s) shall indemnify and defend the Association and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to the Association's property occurring in or about or arising out of or occasioned wholly or in part by any act or omission of Tenant(s) or Owner(s), its agents, licensees, concessionaires, contractors, customers or employees. In the event the Association shall be made a party to any litigation commenced by or against Tenant(s) or Owner(s), its agents, licensees, concessionaires, contractors, customers or employees, then Tenant(s) and Owner(s) shall protect and hold the Association harmless and shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Tenant(s) or Owner(s) in enforcing the covenants and agreements of the Lease, whether incurred as a result of litigation or otherwise.

IN WITNESS WHEREOF, the parties hereto have entered into this Lease and Occupancy Addendum as of the date noted below.

LANDLORD/OWNER (Seal)

DATE

LANDLORD/OWNER (Seal)

LANDLORD'S MAILING ADDRESS

TENANT (Seal)

DATE

TENANT (Seal)

TENANT'S TELEPHONE NUMBER

The undersigned hereby acknowledges receipt of this Lease and Occupancy Addendum on behalf of the Valleybrook Homeowners' Association, Inc.:

VALLEYBROOK HOMEOWNERS' ASSOCIATION, INC.

By: _____
President

Name: _____

Date: _____