

**RESOLUTION OF THE BOARD OF DIRECTORS FOR THE
VALLEYBROOK HOMEOWNERS' ASSOCIATION, INC.
ADOPTING LEASING & OCCUPANCY RULES AND REGULATIONS**

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 has determined that it is in the best interests of the Association to adopt Rules and Regulations governing the leasing and tenant occupancy of the Units in the Association.

NOW, THEREFORE, BE IT RESOLVED, that the Association, through its duly elected Board of Directors, as evidenced by their signatures below, does hereby adopt the Leasing & Occupancy Rules and Regulations attached hereto as Exhibit "A", which shall be binding upon all Owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Association and which shall supersede any previously adopted rules on the same subject matter.

WITNESS, this day, our hands and seals:

ATTEST:

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

Name: _____

Title: Secretary

Name: _____

Title: President

EXHIBIT “A”

VALLEYBROOK HOMEOWNERS' ASSOCIATION, INC. LEASING & OCCUPANCY RULES AND REGULATIONS

Introduction

Leasing is permitted in the Valleybrook Homeowners' Association, Inc. (the "Association") provided that the Owners and Tenants comply with all of these Leasing & Occupancy Rules and Regulations and all of the Association's Governing Documents for the Community. For the purposes of these Rules and Regulations, as well as the Association's Governing Documents, the term "Leasing" shall mean and include the regular, exclusive occupancy of a Unit by any person other than the record Owner, or the record Owner's spouse. For purposes hereof, occupancy by a roommate of an Owner, or the Owners' parents, spouse, domestic partner, sibling and/or offspring where the Owner is occupying the Unit as his/her primary residence shall not constitute Leasing hereunder.

Leasing & Occupancy Rules and Regulations

The following Leasing & Occupancy Rules and Regulations ("Leasing Rules") shall apply to all Leases in the Association entered into after the effective date of these Leasing Rules:

1. Within ten (10) days of entering into a new Lease for a Unit, and prior to the Tenant(s)' occupancy of the Unit, the Owner(s) must submit to the Association's Property Manager and/or its Board of Directors (the "Board") a fully completed and executed original copy of the Association's approved Lease and Occupancy Addendum with an attached copy of the written and signed Lease, which must bear the original signatures of the Owner(s) and the Tenant(s) whose names appear on the Lease. Any Owner amending and/or renewing a Lease for a Unit shall be obligated to provide the same documentation to the Association's Property Manager and/or Board within ten (10) days of amending and/or renewing any such existing Lease.
2. The failure of an Owner to provide the Association with a fully executed copy of the Lease, along with a fully executed original of the Lease and Occupancy Addendum, shall constitute a violation of the Governing Documents and, after an opportunity to be heard, any such Owner shall be subject to a fine in the amount of Two Hundred Dollars (\$200.00), or such other amount as determined by the Board, as well as any additional administrative costs incurred by the Association as a result of the violation, and may also be subject to additional penalty under the Association's Governing Documents.
3. Any Owner wishing to enter into a new Lease for his or her Unit shall pay a Leasing Fee of One Hundred and Fifty Dollars (\$150.00) to the Association, no later than ten (10) days upon executing any new Lease for their Unit. Any Owner seeking to renew an existing Lease for their Unit is not required to pay a Leasing Fee, but is obligated to provide the documentation referenced within Section 1 hereof.

4. Any Owner leasing their Unit shall provide their Tenant(s) with copies of the Association's Declaration, Bylaws and the most recent Rules and Regulations (the "Governing Documents").

5. No Unit may be leased without a written Lease, a copy of which shall be furnished to the Association's Property Manager and/or Board in accordance with these Leasing Rules. Furthermore, any Owner wishing to lease their Unit shall obtain any and all necessary applications, permits and/or certifications required by the Borough of Chester Heights (the "Borough") in conjunction with the leasing of their Unit. **Copies of all licenses, applications, permits and/or certifications shall be provided to the Association with submission of the Lease and Occupancy Addendum.**

6. All written Leases shall be in accordance with the following requirements:

- (a) No Unit may be leased for transient or hotel purposes, or for an initial term of less than twelve (12) months;
- (b) No Owner may lease less than the entire Unit;
- (c) Sub-letting of Units is strictly prohibited;
- (d) All Tenants and occupants shall be subject to and bound by the Association's Governing Documents. In addition, the Owner(s) of any leased Unit shall be liable for any violation of the Governing Documents by their Tenants, the Tenants' guests and/or invitees. Any violation of the Governing Documents by a Tenant, the Tenants' guests and/or invitees shall constitute a default under the Lease; and
- (e) No Lease may contain any term, condition or provision which is contradictory to, or which violates any provision or policy stated in, the Governing Documents, and any such terms that may be incorporated in a Lease shall be void as between the Association and the Owner(s) or Tenant(s).

7. 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.

8. Each Owner shall enforce his or her Tenants' prompt and full compliance with the Governing Documents, shall cure his or her Tenants' breaches of the Governing Documents, and shall perform any repairs or replacements to the Unit and Common Elements which become necessary as a result of their Tenants' violation(s) of the Governing Documents.

9. Should it become necessary for the Association to take action itself, or by and through its attorneys, to enforce the Owner(s)' or the Owner(s)' Tenant(s)' compliance with the Governing Documents, or to cure a breach, or to perform any repairs or replacements on the Unit and/or Common Elements, then all costs, expenses and fees, including attorneys' fees, incurred by the Association to cure the breach, to obtain access to the Unit, to perform any repairs or replacements, and/or to obtain any judgment and/or Order of Court shall be a lien on the Owner(s)' Unit, and enforceable and collectible from the Owner(s) in the same manner as an unpaid Assessment.

10. Notwithstanding any other provisions contained herein, any Owner or Tenant found to be in violation of these Leasing Rules shall be subject to penalty in accordance with the terms and conditions outlined elsewhere in the Rules and Regulations and other Governing Documents.

The undersigned hereby acknowledges receipt of these Lease & Occupancy Rules and Regulations on behalf of the Valleybrook Homeowners' Association, Inc.

VALLEYBROOK HOMEOWNERS' ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

Date: _____

Original signatures on file with Manager/Board.