

# Willowmere Homeowners Association

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## Addendum to Lease

Addendum to Lease Agreement by and between Unit Owner \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”).

Dated: \_\_\_\_\_, 20\_\_\_\_ for Unit Address \_\_\_\_\_

The following terms and conditions are incorporated in and are specifically made a part of the above Lease Agreement.

1. Association Documents. Tenant hereby agrees to be bound by all terms and conditions contained in the Willowmere Declaration of Covenants, Bylaws, Administrative Policy Resolutions and the Rules and Regulations (hereby collectively referred to as the “Association Documents”) as any or all of the foregoing may be amended from time to time. Tenant further agrees to assume all duties and responsibilities and, except as otherwise specifically provided herein with respect to charges and assessments of Willowmere Homeowners Association (here after referred to as the “Association”), to be jointly and severally liable with the Landlord for all liabilities and for the performance of all obligations applicable to the unit under the Pennsylvania unit Property Act/or the Pennsylvania Uniform Homeowners Association Act, the Association Documents, or otherwise, during the term of this lease. However, Landlord in all events shall retain and may exercise any voting rights associated with the Leased premises.

Tenant hereby acknowledges receipt of a true and correct copy of the Association Documents. The failure of Tenant to comply with the Association Documents shall constitute an event of default under this Lease for which the Landlord and the Association shall be permitted to exercise the remedies as provided in this Addendum and in the lease.

2. Approval of Board and Minimum Term of Lease. An executed copy of the Lease Agreement and this Addendum shall be submitted to the Board 10 days prior to the commencement of the Lease Term. The parties hereby acknowledge and agree that the Association is a third party beneficiary of the provisions of this Lease and this Addendum and, the Association shall have all the rights accorded to such property under the Law.

No Lease shall be for a term of less than 365 days. The Tenant agrees that the premises shall not be used for hotel, motel, rooming house or for transient purposes.

3. Use of Unit. A unit is to be used only as a single-family private dwelling. No business or occupation, whether professional or otherwise, is permitted to be operated from the unit.

4. Landlord’s Obligation. It is expressly understood and agreed that the Landlord shall not be released or relieved for any responsibility for the payment of any charges or assessments levied by the Association, nor shall the Landlord be relieved or released from compliance with all the terms and conditions of the Governing Documents.

It is expressly understood and agreed by both the Landlord and Tenant as a condition for the approval

of this Lease, that the event Landlord shall fail to pay any charges or assessment levied by the Association against the demised premises, and such failure to pay continues (45) days, after the mailing of written notice thereof, the Association, or its Managing Agent, may so notify Tenant in writing of the amount, or amounts, due within (15) days after the mailing of such notice, Tenant shall pay to the Association the amount of such unpaid charges or assessments; provided, however, that in no event shall the Tenant be responsible to the Association for any amount of unpaid charges or assessments in excess of one monthly rental payable by Tenant to the Landlord. The amount of such unpaid charges or assessments paid to the Association by the tenant shall be credited against and shall offset the next monthly rental payment due by the Tenant to the Landlord.

5. Default of Lease. In addition to any remedies provided to the Landlord under the terms of this Lease, in the event of a default by the Tenant, the Association shall have the power and authority to terminate the Lease and to bring proceedings to evict the Tenant and to recover possession of the unit in the name of the Landlord. However, prior to any such action taken by the Association, thirty days written notice of such intended action shall be given to the Landlord by the Association. In the event that the Association proceeds to evict the Tenant and recover possession of the unit, the Landlord shall reimburse the Association for all expenses including reasonable attorney's fees and costs incurred in connection with any such proceeding. Such expenses shall be deemed to constitute a lien on the unit and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce the collection of delinquent assessments.

6. Landlord and Association Access. The Tenant agrees to permit Landlord and/or the Association, or their agents, servants, workmen, or employees authorized by the Landlord and/or the Association, to have free access to the demised premises at reasonable times, for the purpose of making repairs or alterations as may be required, provided the Association shall have no obligations hereunder with respect to the repair of any portions of a unit as set forth in the Association Documents.

7. Maintenance and Repair. The Tenant shall have the responsibility for the maintenance, repair or restoration of any limited common elements allocated to the unit and shall remove any and all garbage, trash, rubbish, or other matters which infringe upon the common elements and/or limited common elements or interfere with the use and enjoyment by other unit owners of the common elements and/or limited common elements which are shared by more than one unit.

8. Assignment and Subletting. The Tenant shall not be permitted to assign or sublet this Lease, without the prior written consent of both the Landlord and the Board, or its Managing Agent, and it is hereby agreed and understood that any levy upon or sale of the unit upon execution or other legal process, or assignment or sale of the unit pursuant to a petition in bankruptcy by the Tenant, shall be deemed and taken to be an invalid assignment of the Lease.

9. Amendments and Modifications. This lease may not be modified, amended, extended, sublet, or assigned without prior written consent of both the Landlord and the Board or the Association's Manager.

10. Conflict between the Terms of the Addendum and the Terms of the Lease Agreement. To the extent that any terms or conditions of the Lease to which this Addendum is attached shall conflict with this Addendum, the terms and conditions of the Addendum shall control and govern.

11. Power of the Board to act in event of default by Landlord or Tenant. The Landlord hereby assigns to Board its power under the Lease and under the Law. In the event that the Landlord or Tenant defaults in the payment of any charges or assessments levied by the Association against the unit constituting the demised premises, or upon failure of Tenant or Landlord to abide by all the terms and conditions of the Association, the Board has the right to pursue on its own behalf all of the remedies available under the Law, including but not limited to, actions for injunctive relief and/or damages,

including costs of suit and attorneys fees. The pursuit of any such remedies against the Tenant.

12. Improvements. The Tenant shall not have the right to make alterations or improvements to the exterior of the unit without prior written consent of both the Landlord and the Board.

13. A Copy of Lease to Association. Within five days after this Lease is approved by the Board, a copy thereof shall be forwarded to the Management Office.

14. Provisions. None of the foregoing provisions shall apply to a Mortgagee in the possession of the unit as the result of a foreclosure, a judicial sale, or a proceeding in lieu of foreclosure.

15. Vehicles. Tenant is not permitted to have more than two (2) vehicles on Willowmere Property.

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Witness

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Tenant

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Date: \_\_\_\_\_

Rental Agent:

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

Acknowledgement by Willowmere Homeowners Association

By: \_\_\_\_\_