

**MELBOURNE PLACE CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
CONCERNING LEASING AND MOVING**

WHEREAS, Article VIII, Section 8.1.4, of the Declaration of Condominium of Melbourne Place, a Townhome Condominium (the “Declaration”), and the retroactively applicable provisions of Section 3302(a)(1) of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. Section 3101, et seq. (the “Act”), give the Board the powers to adopt, amend, withdraw and enforce certain rules and regulations; and

WHEREAS, the Association, acting through the Board of Directors, has a substantial interest in administering and operating the Common Elements effectively and economically, preserving the use and enjoyment of the Common Elements in the manner contemplated by the Declaration, and obtaining compliance with the Association’s Declaration and Rules and Regulations; and

WHEREAS, the leasing of Units has resulted in the Association incurring additional costs, fees and expenses attributable to the leasing of Units, including establishing and administering files for the leased units, as well as additional costs, fees and expenses attributable to wear, tear and damages caused to the Common Elements due to moving in and moving out activities; and

WHEREAS, under and subject to the provisions of Section 3314(c)(2) and (4) of the Act, the Association has the power to recover the additional costs, fees and expenses attributable to establishing and administering files for the leased units, as well as additional costs, fees and expenses attributable to wear, tear and damages caused to the Common Elements due to moving in and moving out activities, from the Owners who lease their Units; and

WHEREAS, these Rules and Regulations governing the leasing of Units and moving procedures are intended to replace and supersede any previous rules and regulations addressing these matters;

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors (the “Board”) hereby adopts the following Rules and Regulations:

I. LEASING

1. Units may only be leased in accordance with the Declaration and these Rules and Regulations.
2. At no time may more than twenty-five (25%) percent of or thirty (30) total Units, or the maximum percentage established by the lending standards published by HUD, FNMA or any similar federal agency or corporation, be leased or non-owner-occupied, subject to the following:

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- (a) Units may be leased or non-owner-occupied until the twenty-five (25%) percent or thirty (30) total units limit is reached. Except as provided below, no further Unit or Units may be leased, or non-owner occupied after the twenty-five (25%) limit is reached until a leased/non-owner-occupied Unit is returned to occupancy by an Owner. When a leased/non-owner-occupied Unit is returned to occupancy by an Owner, then another Unit may be leased/non-owner-occupied;
 - (b) If the FHA, FNMA, VA, HUD or any similar federal or state agency or entity adopts or promulgates a law, regulation, rule or guideline which establishes a leasing/non-owner-occupied limitation or procedure which conflicts with any limitation or procedure established in these Rules and Regulations, then the Board of Directors may amend these Rules and Regulations.
3. The foregoing Rule 2 shall be and become applicable to the Units from, and as of, 11:59 P.M. on March 31, 2020. Units which are under lease/non-owner occupied shall be excepted from immediate compliance with Rule 2. However, upon the next transfer of the title to any Unit excepted from immediate compliance with Rule 2, without regard for whether the transfer is by sale, assignment, conveyance or other form of transfer or conveyance, the Unit shall immediately be and become subject to Rule 2, and must then be used in compliance with Rule 2.
4. Every Unit with a non-owner-occupant must use a written lease, signed by the Owner and the tenant or tenants who will live in the Unit.
5. The Owner of a leased Unit must provide the Manager with a full copy of the signed lease within ten (10) days after the lease is signed.
6. Every lease must contain, or have attached, a statement signed by the tenant confirming that the tenant:
- (a) has received copies of the Association's Declaration and Rules and Regulations from the Owner;
 - (b) has read the Declaration and Rules and Regulations;
 - (c) irrevocably agrees to comply with the Declaration and Rules and Regulations throughout the term of the lease;
 - (d) acknowledges and agrees that any tenant violation of the Declaration or the Rules and Regulations will also constitute a breach of the lease.

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7. The Association may make an approved lease addendum form available through the Manager for use by the Owner and the Owner's tenant.
8. The failure of any Owner or their tenant to promptly comply with these Leasing Rules and Regulations will be considered a violation by the Owner of the Declaration and these Rules and Regulations.
9. An Owner who rents his or her Unit must continue to perform all of his or her obligations and duties under the Declaration and Rules and Regulations throughout the term of the lease, including paying assessments, and performing all maintenance, repair and replacement obligations.
10. An Owner who rents his or her Unit must enforce his or her tenant's compliance with the provisions of the Declaration and the Rules and Regulations, cure or remedy the tenant's breaches of the Declaration or Rules and Regulations, and repair or replace any damages done to the Unit or Common Elements by the tenant.
11. If the Association takes action itself, or by and through its attorneys, to enforce the Owner's or the tenant's compliance with the Declaration and/or these Rules and Regulations, or to cure a breach, or to repair or replace any damages done by a tenant to a Unit or the Common Elements, then all costs, fees and expenses, including attorneys' fees, incurred by the Association to cure the breach, to obtain access to the Unit, to make any repairs or replacements, or to obtain any judgment or Order of Court will be levied as an assessment against the Owner's Unit.
12. Leases for Units must be for an initial term of not less than one hundred and eighty (180) days and be for not less than the entire Unit.
13. No lease may contain any term, condition or provision which is contrary to any covenant, easement, restriction, rule, policy or procedure stated in the Declaration or these Rules and Regulations.
14. If a lease contains any term, condition or provision which is contrary to any covenant, easement, restriction, policy or procedure stated in the Declaration, or these Rules and Regulations, then that term, condition or provision of the lease will be void and unenforceable as between the Association and the Owner, and between the Association and the tenant.

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II. MOVING RULES AND REGULATIONS

1. Unit owners planning to lease their Unit must notify the Association's Manager in writing and pay the Association an annual non-refundable leasing fee of \$150.00 to cover the costs, fees and expenses of establishing, administering, and maintaining a leasing file for the Unit.
2. Owners of Units whose tenants are moving out must give the Manager written notice of the tenants' anticipated move out date, as well as:
 - (a) The name, address, and telephone number of the tenant's moving company, if any; and
 - (b) The name, address of the Owner's insurance carrier, and the Owner's insurance policy number.
3. Owners of Units who have tenants who are moving into a Unit must give the Manager written notice of the tenants' anticipated move in date, as well as:
 - (a) The name of the tenants and all persons who will reside in the Unit with the tenants, and the tenants' telephone numbers; and
 - (b) A list of the tenants' motor vehicle(s) by make, model, year, color and license plate number; and
 - (c) A list of the tenants' pets by type, breed, color and name; and
 - (d) The name, address, and telephone number of the tenant's moving company, if any; and
 - (e) The name, address of the Owner's insurance carrier, and Owner's insurance policy number
4. Unit owners will be responsible for the costs, fees and expenses incurred by the Association to repair or restore any damages done to the Common Elements during a move.
5. Any costs, fees or expenses incurred by the Association to repair or restore any damages done to the Common Elements during a move will be levied by the Board as an assessment against the Unit, and will be collectable, if not promptly paid, in the same manner as an unpaid assessment.

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III. AMENDMENT OF RULES AND REGULATIONS

The foregoing Rules and Regulations may be amended, supplemented or withdrawn, in whole or in part, by the Board upon notice to the Owners.

The foregoing Rules are hereby adopted upon Motion, duly made, seconded and adopted, at a meeting of the Board of Directors of the Association held on the 18th day of March 2020.

The foregoing Rules and Regulations shall be published to all members of the Association.

ATTEST: MELBOURNE PLACE CONDOMINIUM ASSOCIATION

Barbara Olson dotloop verified
03/27/20 1:49 PM EDT
JDMF-HOD1-AY90-DIEB

Barbara Olson, President

Date: 03/27/2020

Tejasvi Chudasma dotloop verified
03/30/20 3:48 PM EDT
ZDJ0-F5VA-4FK4-CDHP

Tejasvi Chudasma, Secretary

Date: 03/27/2020

R. Wayne Willey dotloop verified
03/30/20 7:35 PM EDT
UP56-LPIZ-GYWW-F3ZN

R. Wayne Wiley, Treasurer

Date: 03/27/2020