



217 PROVIDENCE FORGE, ROYERSFORD, PENNSYLVANIA 19468
A Condominium Community

January 12, 2017

Re: Leasing Requirements for Providence Forge Units

Dear Providence Forge Unit Owners:

As previously announced, the Providence Forge Council has adopted Unit Leasing Regulations which went into effect January 1, 2017, and will be strictly enforced. A copy of the Leasing Regulations is enclosed.

Pursuant to the Providence Forge Community Rules and Regulations, a lease is required when a Unit Owner does not live in his or her Unit but permits anyone else to reside in his or her Unit, including relatives who are not part of the Unit Owner's immediate family (Rule A.2). In order to lease a Unit, all outstanding fines, late fees, assessments, and charges must be paid in full (Rule P.2.f). If a Unit Owner wishes to commence leasing of his or her Unit, and receives a bona fide offer to lease the Unit from a prospective tenant, the proposed lease must be submitted to Council for review for compliance with the provisions of Section Q of the Providence Forge Rules and Regulations. Any lease must be for the entire Unit, and not just a portion of the Unit such as a bedroom (Declaration of Condominium, Sec. 7.E) (Rule Q.6). Applications for review of the lease must be in writing and must be submitted with an Initial Lease Approval Processing Fee of \$250. (Rule Q.1).

The application must identify the name and contact information of the proposed tenant (Rule Q.1). The lease must also contain a provision stating that the tenant is bound by the Providence Forge Condominium Declaration, Bylaws, Rules and Regulations, Common Elements Policy and any other governing documents of the Condominium (Rule Q.2). A signed copy of the lease must be submitted to the Association within five (5) days after it is fully signed (Rule Q.1) for review and waiver of Right of First Refusal prior to tenant moving in.

All leased Units will be charged an annual Lease Administration Fee of \$150, billable on the 15th of January of each year or portion of such that the unit is under a lease contract. This amount will be due each year by February 1st to avoid late fees and/or penalties. Requests for Lease Procedure Packets may be obtained by Unit Owners from the Association for a charge of \$50.

There is an established system of fines for failing to adhere to these Community Rules and Regulations. Specifically, there is a one hundred dollar (\$100.00) fine for failing to present a rental lease contract to the Association Council (Rules and Regulations P.3). If this fine remains unpaid after seven (7) days of notification, the fine is attached to the violator's monthly Common Expenses with a 15% per month interest penalty and will result in a lien against the violator's property if the fine and accrued interest exceed \$500.

All fees related to the lease or proposed lease of your Unit, along with any such fines, are nonrefundable.

The cooperation of all Unit Owners in abiding with the Unit Leasing Regulations will promote the quality of life within Providence Forge community.

Very truly yours,

PROVIDENCE FORGE ASSOCIATION

OFFICE: 610.948.6714 • FAX: 610.948.6714 • EMAIL: OFFICE@PROVIDENCEFORGEHOA.ORG
MAINTENANCE: 610.948.6105

**PROVIDENCE FORGE HOMEOWNER'S ASSOCIATION
RESOLUTION**

UNIT LEASING REGULATIONS

WHEREAS, a Declaration of Condominium dated May 3, 1973 and recorded in the Office of the Recorder of Deeds of Montgomery County in Deed Book 3847, Page 129 created the Providence Forge I Homeowner's Association;

WHEREAS, a Declaration of Condominium dated June 19, 1974 and recorded in the Office of the Recorder of Deeds of Montgomery County in Deed Book 3951, Page 227 created the Providence Forge II Homeowner's Association;

WHEREAS, Section 3302(a) of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 *et seq.* (the "Act") grants a condominium association the right to adopt, amend, withdraw and enforce rules and regulations governing the use and enjoyment of condominium units and common elements;

WHEREAS, the Providence Forge I Homeowner's Association and the Providence Forge II Homeowner's Association have operated as a single association known as the Providence Forge Homeowner's Association (the "Association") and have been jointly governed by the Providence Forge Council (the "Council") comprised of representatives from both associations;

WHEREAS, the Association has created the Providence Forge Community Rules & Regulations (the "Rules and Regulations.") that govern both associations;

WHEREAS, the Rules and Regulations establish requirements pertaining to the leasing of Units within the Association;

WHEREAS, the Council has determined that the Association would benefit from establishing further regulations for the leasing of Units within the Condominium to supplement the provisions of current Rules and Regulations.

NOW, THEREFORE, BE IT THEREFORE RESOLVED THAT the Council hereby amends the Rules and Regulations as follows and adopts the following regulations:

The following section is hereby added to the Rules and Regulations:

Q. Leasing of Units

1. A lease is required when a Unit Owner does not reside in the Unit. Every lease of a Unit must be submitted to the Council for review for compliance with the provisions of these regulations at least fifteen (15) days prior to occupancy of a Unit by a

prospective tenant. All applications for review must be made in writing to the Council on the lease application form approved by the Council. Every lease submitted must be accompanied by a letter from the Unit Owner stating that the prospective tenant's credit has been checked and deemed acceptable. The lease review application shall be submitted with a one time Lease Approval Processing Fee of Two Hundred Fifty Dollars (\$250). The submittal to the Council shall include the names and telephone numbers of any prospective tenant as well as the name, telephone number, e-mail address or other contact information for the Unit Owner. A signed copy of the lease agreement shall be submitted to the Association management office within five (5) days after it is fully signed.

2. All leases of Units in the Community must be in writing and shall be for a minimum term of one (1) year. The lease must contain the following provisions:

“Tenant hereby agrees to be bound by all terms and conditions contained in the Declaration of Condominium, Condominium Bylaws and Rules and Regulations, Common Elements Policy (collectively the “Governing Documents”), as the same shall apply to the Unit leased hereunder, and Tenant agrees to assume all duties and responsibilities and be jointly and severally liable with the Unit Owner for all of the liabilities and for the performance of all obligations applicable to the Unit Owners under the Uniform Condominium Act, the Condominium Governing Documents or otherwise during the term of the Lease. Tenant further agrees that Tenant shall not sublet or assign this Lease except with the approval of the Landlord and the Association.”

Further, the lease must contain a provision stating that failure to comply with the Condominium Governing Documents constitutes a default under the lease and a statement certifying that the tenant has received a copy of the Governing Documents. The lease shall include the form of lease addendum approved by the Council unless the provisions of the lease addendum are incorporated into the lease agreement itself.

3. All Units leased in the Community are subject to the Lease Administration Fee, paid annually to the Association. This amount is billed annually on January 15th and due by February 1st regardless of the date of lease agreement.

4. Owners shall provide tenants with copies of the latest version of Governing Documents. Copies of these documents may be obtained by Unit Owners from the Association management office for a charge of \$50.

5. Any Unit Owner and/or such Unit Owner's tenant shall reimburse the Association for all costs and expenses incurred to cure any breach of the lease with respect to the use of the Common Elements and compliance with the Governing Documents.

If any tenant fails to comply with the Governing Documents, the Unit Owner shall exercise all available legal remedies to terminate the lease and evict the non-compliant tenant. The Unit Owner shall be held responsible for any charges or penalties incurred or imposed as a result of any action or inaction by the tenant or the tenant's family and guests and all such charges may become a lien against the Unit.

6. The Unit shall be leased exclusively as a single-household residential dwelling as defined by the Upper Providence Zoning Ordinance.

7. No Unit shall be subleased, nor shall the lease be assigned, without the prior written consent of the Unit Owner and the Association. Only the entire Unit, and not a portion thereof, may be approved by the Association for a lease. A Unit Owner may not lease a Unit until all fines, late fees, assessments and charges are paid in full.

8. These regulations shall not apply to any leases which were in effect at the time this Resolution was adopted by the Council but will apply to any new tenants who may subsequently occupy a Unit which was being leased at the time this Resolution was adopted. Any failure to abide by the terms of these regulations shall be deemed to constitute a violation of the Governing Documents and shall render the Unit Owner subject to enforcement action including, without limitation, any and all remedies available to the Association. The Council may assess a fine in the amount of One Hundred Dollars (\$100) for any period of time the leasing of a Unit continues in violation of the terms of these regulations. Such fine shall be issued, and shall thereafter accrue, pursuant to Section P of these regulations.

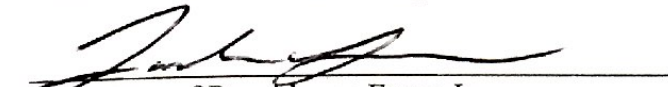
This Resolution was adopted by the Council on the 12th day of May, 2014.



President of Providence Forge I

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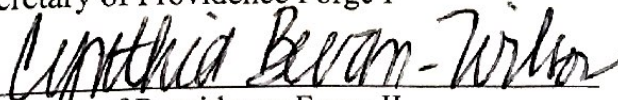
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Secretary of Providence Forge I

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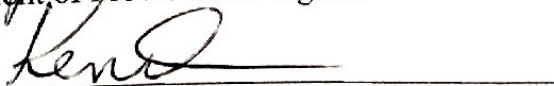
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President of Providence Forge II

11 / 10 / 16

Date



Secretary of Providence Forge II

11 / 10 / 16

Date