

**MORGANDALE CONDOMINIUM ASSOCIATION, INC.
ADMINISTRATIVE RESOLUTION NUMBER 18**

LEASE ADMINISTRATION AND PROCESSING FEE AND TERM OF LEASE

WHEREAS, Article I of the Declaration of Condominium of Morgandale (the "Declaration") established a Council to manage the business, operation and affairs of the Condominium Property (the "Council");

WHEREAS, Article V, Section B7 of the Code of Regulations of Morgandale and Section 3302(a) of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. § 3101 *et seq.* (the "Act"), as made retroactively applicable to the Morgandale Condominium Association (the "Association"), grant the Council the powers to adopt, amend, withdraw and enforce rules and regulations governing the use and enjoyment of the Condominium Property;

WHEREAS, the Association, acting through the Council, has a substantial interest in regulating the use of the Condominium Property; and,

WHEREAS, Council has determined that there is a need and desire to update and amend its prior Resolutions by amending certain provisions relating to lease agreements.

NOW, THEREFORE, BE IT RESOLVED THAT the Council hereby adopts the following regulations:

1. The Lease Administration and Processing Fee will be equal to the amount of one and one half months condominium fee.
2. The leases for Units shall not be for a term of less than one year.
3. Owners shall be required, at the time of entering into a lease agreement for their unit, to sign and have tenants sign, a Lease Addendum in the form attached hereto as Exhibit "A" and made a part hereof. This form shall supplement, and to extent conflicting, supersede, the provisions of Section L of the Morgandale Condominium Rules and Regulations which were effective as of September 1, 2010.
4. Owner shall provide tenants with copies of all Condominium Documents, including but not limited to, the Declaration of Morgandale Condominium, the Code of Regulations and the latest version of the Rules and Regulations together with administrative resolutions supplementing such Rules and Regulations. Copies of these documents may be obtained by Unit Owners from the Association management office for a charge of \$10.00.

All other Rules and Regulations regarding leasing will remain unchanged.

This Resolution was adopted by the Council on the ____ day _____,
2011.

President

Date

Secretary

Date

Morgandale Condominium Association Inc.
ADDENDUM TO LEASE

Addendum to Lease Agreement by and between:

LANDLORD: _____

TENANT: _____

UNIT ADDRESS _____

DATE: _____

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

Lease Term: *(Dates)* _____

I/WE HAVE RECEIVED ALL OF THE DOCUMENTS AND RULES AND REGULATIONS OF THE MORGANDALE CONDOMINIUM ASSOCIATION. I/WE HAVE FULLY REVIEWED AND UNDERSTAND ALL OF THESE DOCUMENTS, ALONG WITH ALL OF THE IMPLICATIONS AND RENTAL RESPONSIBILITIES CONTAINED THEREIN.

1) CONDOMINIUM DOCUMENTS

Tenant hereby agrees to be bound by all terms and conditions contained in the Morgandale Declaration of Condominium, Code of Regulations, Administrative Resolutions, and Rules and Regulations (hereafter collectively referred to as the "Condominium 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 the Morgandale Condominium Association (hereafter 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 Unit Owners under the Pennsylvania Unit Property Act and/or the Pennsylvania Uniform Condominium Act, the Condominium Documents, or otherwise, during the term of this Lease. However, the 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 Condominium Documents. The failure of Tenant to comply with the Condominium 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 or in the Lease as may be applicable.

2) LEASE REQUIREMENTS

An executed copy of the Lease Agreement, and this Addendum, and Lease Administrative Fee as established by the Condominium Council shall be submitted to the Management Office, at least seven (7) days prior to the beginning of the Lease term. Non-submittal or submittal of incomplete documentation within the required timeframe will result in a fine in accordance with

Landlord Initials: _____

Tenant(s) Initials: _____

the Rules and Regulations Compliance Procedure. 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 a party under the law.

The Tenant agrees that the leased premises shall be used only as a single-family private dwelling. No business or occupation, whether professional or otherwise, is permitted to be operated from a Unit. NO LEASE SHALL BE FOR A TERM OF LESS THAN ONE (1) YEAR.

3) LANDLORD'S OBLIGATION

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

It is expressly understood and agreed by both Landlord and Tenant, as a condition for the approval of this Lease by the Association, that, in the event Landlord shall fail to pay any charge or assessment levied by the Association against the leased premises, and such failure to pay continues for thirty (30) days after the mailing of written notice thereof to Landlord, the Association, or its Managing Agent, may so notify Tenant, in writing, of the amount or amounts due, and within fifteen (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 the amount of the monthly rental 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.

4) 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 this 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 being taken by the Association, thirty (30) days written notice of such intended action shall be given to the Landlord by the Association. In the event 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 due and payable by the Landlord upon demand by the Association, and 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.

5) LANDLORD AND ASSOCIATION ACCESS

Tenant agrees to permit Landlord and/or the Association, and their respective agents, servants, workmen, or employees authorized by the Landlord and/or the Association, to have free access to the leased 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 Condominium Documents.

6) 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,

Landlord Initials: _____

Tenant(s) Initials: _____

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.

7) ASSIGNMENT AND SUBLETTING

The Tenant shall not be permitted to assign or sublet this Unit without the prior written approval of both the Landlord and the Association, and it is hereby agreed and understood that any levy upon, 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.

8) AMENDMENTS AND MODIFICATIONS

This Lease may not be modified, amended, extended, sublet or assigned, without the prior written approval of both the Landlord and the Association.

9) 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 this Addendum shall control and govern.

10) POWER OF ASSOCIATION TO ACT IN EVENT OF DEFAULT BY LANDLORD OR TENANT

The Landlord hereby assigns to the Association its powers under the Lease, and under applicable law. In the event that the Landlord or Tenant defaults in the payment of any charges or assessments levied by the Condominium Association against the Unit, constituting the leased premises, or upon failure of Tenant or Landlord to abide by all the terms and conditions of the Condominium Association, the Council has the right to pursue, on its own behalf, all the remedies available to the Landlord under the Lease, for breach of the Lease, including but not limited to, termination of the Lease, and to all remedies available under the Law, including but not limited to, actions for injunctive relief and/or damages, including costs of suit and attorney's fees. The pursuit of any such remedies by the Landlord, against the Tenant, shall not preclude the Association from pursuing any such remedies against the Tenant. Landlord and Tenant acknowledge that the Association is a third-party beneficiary of the lease and this Lease Addendum as to the enforcement of remedies under the lease.

11) IMPROVEMENTS

The Tenant is not permitted to make alterations or improvements to the exterior of the Unit without the prior written approval of both the Landlord and the Association.

12) MISCELLANEOUS

(a) None of the foregoing provisions shall apply to a mortgagee in possession of the Unit as the result of a foreclosure, a judicial sale, or a proceeding in lieu of foreclosure.

(b) The failure of any Landlord, or its Tenant, to follow these procedures, and the substantive rules regarding Unit leasing, shall be considered a violation by such Landlord, of the terms and conditions of the Condominium Documents, and shall entitle the Association to take

Landlord Initials: _____

Tenant(s) Initials: _____

whatever actions are provided in the Rules and Regulations Compliance Procedure, dated September 1, 2010, as may be amended from time to time.

(c) The attached "CENSUS FORM," is to be completed and forwarded to the Association Management Office at least seven (7) days prior to the beginning of the Lease term as well as upon vacating of said unit.

_____ Witness	_____ Landlord	_____ Date
_____ Witness	_____ Landlord	_____ Date
_____ Witness	_____ Landlord	_____ Date
_____ Witness	_____ Tenant	_____ Date
_____ Witness	_____ Tenant	_____ Date
_____ Witness	_____ Tenant	_____ Date

Rental Agent (if applicable):

Name: _____

Address: _____

Phone: _____

Fax: _____

Cell: _____

E-mail address (Optional): _____

Landlord Initials: _____

Tenant(s) Initials: _____

MORGANDALE CONDOMINIUM ASSOCIATION, INC.
ADMINISTRATIVE RESOLUTION NUMBER 20

CENSUS FORM

WHEREAS, Article I of the Declaration of Condominium of Morgandale (the "Declaration") established a Council to manage the business, operation and affairs of the Condominium Property (the "Council");

WHEREAS, Article V, Section B7 of the Code of Regulations of Morgandale and Section 3302(a) of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. § 3101 *et seq.* (the "Act"), as made retroactively applicable to the Morgandale Condominium Association (the "Association"), grant the Council the powers to adopt, amend, withdraw and enforce rules and regulations governing the use and enjoyment of the Condominium Property;

WHEREAS, the Association, acting through the Council, has a substantial interest in regulating the use of the Condominium Property; and,

WHEREAS, Council has determined that it is important for the proper operation of the Condominium to have a census of residents within the Condominium.

NOW, THEREFORE, BE IT RESOLVED THAT Council hereby adopts the following regulation:

1. Residents shall complete the census form provided annually by the Association's management office and return to the Association management office on or before the date stated on the annual census form but, in no event, later than thirty (30) days after the date the form is distributed by the management office to residents. Failure to fully complete and/or timely return the census form shall be subject to a Fifty Dollar (\$50) fine in the accordance with the provisions of Section N of the Morgandale Rules and Regulations.

This Resolution was adopted by the Council on the ____ day _____, 2011.

President

Date

Secretary

Date

MORGANDALE CONDOMINIUM ASSOCIATION CENSUS FORM

PLEASE FILL OUT BOTH THE FRONT AND BACK OF THIS FORM
AND RETURN THIS FORM TO THE MANAGEMENT OFFICE

A. This section for Unit Owner(s) Only:

UNIT OWNER _____

UNIT ADDRESS _____

MAILING ADDRESS _____

HOME PHONE NUMBER _____ BUSINESS # _____

EMPLOYER OCCUPANT 1 _____

EMPLOYER OCCUPANT 2 _____

E-MAIL ADDRESS _____

Does the management office have a key to your unit? _____
If not, will you provide one? _____

Does the management office have a current copy of the Declaration page of your HO6 insurance policy? If not, will you provide one? _____

B. This section for Tenant(s) Only:

TENANT(s) _____

HOME PHONE NUMBER _____ BUSINESS NUMBER _____

TERM OF LEASE _____ TO _____

C. PLEASE LIST ALL OCCUPANTS AND INFORMATION AS REQUESTED.

NAME	RELATIONSHIP	BIRTH DATE (For those under 16)
_____	_____	_____
_____	_____	_____
_____	_____	_____

**D. PLEASE FILL THIS SECTION IN COMPLETELY.
EMERGENCY CONTACT INFORMATION:**

NAME _____ RELATIONSHIP _____

ADDRESS _____

HOME PHONE NUMBER _____ WORK PHONE NUMBER _____

COMPLETE REVERSE SIDE →

E. ARE THERE ANY SPECIAL CIRCUMSTANCES THAT THE OFFICE NEEDS TO KNOW? _____

F. PLEASE LIST EACH VEHICLE YOU PARK ON THE PROPERTY.

MAKE/MODEL	YEAR	COLOR	LICENSE PLATE #	AND STATE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

G. PET INFORMATION:

DOG(s)

CAT(s)

BREED _____

COLOR _____

NAME _____

LICENSE # _____

H. NEW POOL TAGS AND GUEST PASSES WILL BE ISSUED EACH YEAR. PLEASE DISPOSE OF YOUR TAGS AND GUEST PASS FROM LAST YEAR. TO RECEIVE YOUR NEW TAGS AND GUEST PASS, PLEASE CONFIRM BELOW THE NUMBER OF ADULT AND CHILDREN'S TAGS NEEDED. Thank you.

Number of Tags: (One tag per resident, minimum two per household)

Owner: Adult(s) _____ Children(s) 12 years or under _____ None: _____

Tenant: Adult(s) _____ Children(s) 12 years or under _____ None: _____

Note: If you lose your new pool tag(s) during this season, there will be a \$2.00 replacement charge per tag.

I. A \$50.00 FINE WILL BE IMPOSED IF THE CENSUS FORM IS NOT COMPLETED AND RETURNED TO THE MANAGEMENT OFFICE.

OFFICE USE ONLY

Swimming Pool Registration

Date Issued _____ Staff _____

**MORGANDALE CONDOMINIUM ASSOCIATION, INC.
ADMINISTRATIVE RESOLUTION NUMBER 19**

AMENDMENT TO FINE SCHEDULE

WHEREAS, Article I of the Declaration of Condominium of Morgandale (the "Declaration") established a Council to manage the business, operation and affairs of the Condominium Property (the "Council");

WHEREAS, Article V, Section B7 of the Code of Regulations of Morgandale and Section 3302(a) of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. § 3101 *et seq.* (the "Act"), as made retroactively applicable to the Morgandale Condominium Association (the "Association"), grant the Council the powers to adopt, amend, withdraw and enforce rules and regulations governing the use and enjoyment of the Condominium Property;

WHEREAS, the Association, acting through the Council, has a substantial interest in regulating the use of the Condominium Property; and,

WHEREAS, Council has determined that there is a need to modify the fines for violations stated in Section N of the Morgandale Condominium Rules and Regulations which were effective as of September 1, 2010 to address the health hazard of pet waste.

NOW, THEREFORE, BE IT RESOLVED THAT Council hereby adopts the following regulation:

1. Any resident found to be in violation of Section F6 of the Rules and Regulations due to failure to immediately remove pet waste shall be fined One Hundred Dollars (\$100) in accordance with the provisions of Section N3 of the Rules and Regulations. Any subsequent violation shall be subject to a fine of Two Hundred and Fifty Dollars (\$250) per violation.

This Resolution was adopted by the Council on the ____ day _____, 2011.

President

Date

Secretary

Date

**MORGANDALE CONDOMINIUM ASSOCIATION, INC.
ADMINISTRATIVE RESOLUTION NUMBER 21**

GARDEN VILLA EXCLUSIVE USE AREAS

WHEREAS, Article I of the Declaration of Condominium of Morgandale (the "Declaration") established a Council to manage the business, operation and affairs of the Condominium Property (the "Council");

WHEREAS, Article V, Section B7 of the Code of Regulations of Morgandale and Section 3302(a) of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. § 3101 *et seq.* (the "Act"), as made retroactively applicable to the Morgandale Condominium Association (the "Association"), grant the Council the powers to adopt, amend, withdraw and enforce rules and regulations governing the use and enjoyment of the Condominium Property, which includes the right to assign portions of the Common Elements for the exclusive use and benefit of certain units as Limited Common Elements;

WHEREAS, the Association, acting through the Council, has a substantial interest in regulating the use of the Condominium Property; and,

WHEREAS, Article II, Section D(2) of the Declaration provides that a portion of the Common Elements is reserved for the exclusive use of certain units and identifies those portions as Limited Common Elements and Article VII, Section A1(a) of the Morgandale Code of Regulations states that each Unit Owner is responsible to maintain any and all Limited Common Elements reserved for the exclusive use of such Unit Owner's unit;

WHEREAS, ninety-six (96) units in the Condominium located on Crosshill Court, Jefferson Court and Stockton Court are constructed in buildings containing upper and lower level units (the "Garden Villa Units"); and,

WHEREAS, Council desires to clarify the use of portions of Common Elements adjoining the Garden Villa Units.

NOW, THEREFORE, BE IT RESOLVED THAT Council hereby adopts the following regulations:

1. Lower level Garden Villa Units are hereby designated the right and easement for the exclusive use of a portion of Common Elements extending four feet from the front wall of the unit and also comprising the area within the HVAC/utility bed in the rear of the Unit, provided that such area shall not extend beyond the privacy fence. Such exclusive use areas shall be further bounded by a line extending from the center of the party wall or end wall establishing the side boundaries of such Garden Villa Units (the "Exclusive Use Area").

2. Garden Villa Units shall maintain and replace the landscaping and landscape beds located in the Exclusive Use Area, subject to the right of Council to review and approve landscaping plans for such areas. Landscaping shall be subject to the provisions of Section D of the Morgandale Rules and Regulations.

This Resolution was adopted by the Council on the ____ day _____, 2011.

President

Date

Secretary

Date



1015 Forty Foot Road
Lansdale, PA 19446
(215) 368-6350 • Fax (215) 368-6375
www.morgandalecondo.com

Rules and Regulations Violation Reporting Form

Please fill out the form below to register your complaint of any violation of the Rules and Regulations of Morgandale Condominium Association. If you are unsure that a particular activity is in violation of a rule, please complete the form anyway. Management will inform you if the activity in question is not a violation. Please return the form to the Management Office.

Please Print

Date of Violation:
Time of Violation:
Address of Violator:
Please check violation below and describe your complaint.
<input type="radio"/> Pets:
<input type="radio"/> Nuisance:
<input type="radio"/> Trash:



☐ **Vehicle:**

☐ **Landscaping:**

☐ **Patio/Deck:**

☐ **Storage:**

☐ **Other:**

Your Name:

Your Address:

Your Signature:

Today's Date:

Additional Information:

