

Autumn Glen

Homeowners Association
Germantown, Maryland

Rules and Regulations

September 2012

AUTUMN GLEN HOMEOWNERS ASSOCIATION

HOMEOWNERS HANDBOOK

Policy Resolution for
Collection of Assessments

Adopted: 07/22/03Effective: 07/22/03

Article 5, Section 1. of the Declaration of Covenants, Conditions and Restrictions (Declaration) for The Autumn Glen Homeowners Association, Inc. (Association) requires each Member to pay to the Association, in advance, a monthly sum, also referred to as "general assessment or maintenance assessment", equal to one-twelfth (1/12) of the Members' proportionate share of the annual expenses of the Association.

For purposes of this policy resolution, the general assessment, shall be hereinafter collectively referred to as "assessments".

Article 5, Section 3. of the Declaration for the Association provides that any assessment shall be due on the first (1st) day of each calendar month or on the first (1st) day of such period as may be authorized by the Board of Directors.

Article 5, Section 9. of the Declaration for the Association further provides that any assessment levied pursuant to the Declaration, or installment thereof, not paid when due shall be delinquent and shall, together with interest, late charges and the costs of collection, shall become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied.

Article 5, Section 9. of the Declaration for the Association further provides that any assessment, or installment thereof, which is not paid within thirty(30) days after it is due may, upon resolution of the Board of Directors, bear interest at the maximum legal rate permitted by the State of Maryland, and that the Board of Directors may impose late charges upon any assessment which has not been fully paid when due.

Article 5, Section 9. of the Declaration for the Association provides that, upon the default in the payment in any one or more installments of any assessment, the entire balance of the annual assessments may be accelerated and be due and payable in full.

It is the intention of the Board of Directors for the Autumn Glen Homeowners Association, Inc. to establish formal policy and procedure, pursuant to the Declaration for the Association, for the collection of assessments.

In support of the above, the following shall be the procedure of the Association for the collection of assessments:

- I. The assessment for the Association shall be a monthly assessment collected in installments due on the first (1st) day of each calendar month.
- II. All payments made shall first be applied against any unpaid balance on a Member's account as of the date of receipt of the payment. As a result, the current assessment, or a portion thereof, may still be considered late.
- III. Any assessment which remains unpaid on the fifteenth (15th) day of the calendar month shall be considered late.
 - A. The Association or its agent shall, on or about the fifteenth (15th) day of each calendar month, send a notice of late payment and acceleration to each Member having an outstanding balance. The late notice will remind the owner of his/her obligation to pay an assessment and that, if the full balance is not paid by the thirtieth (30th) day after the due date, the Association shall accelerate and call due the remainder of the annual assessment for the fiscal year.
- IV. The Association or its agent shall, on or about the thirtieth (30th) day after the due date of the monthly assessment payment, send a 'NOTICE OF INTENT TO CREATE A LIEN' which shall be mailed by registered or certified mail, return receipt requested, to the owner of record at said owner's last known address. The Member shall be responsible for any and all costs associated with the preparation and delivery of said notice.
 - A. Should the unpaid balance be less than the amount of one (1) month of the current assessment payment, paragraph IV. above shall not apply. The Association shall, however, send to all Members having a unpaid balance of less than one (1) month of the current assessment, the notice described in paragraph III. A. above.
- V. In accordance with the Maryland Contract Lien Act, the 'NOTICE OF INTENT TO CREATE A LIEN' shall include the following:
 - A. The name and address of the party seeking to create the lien ;
 - B. A statement of intent to create a lien;
 - C. An identification of the contract;
 - D. The nature of the alleged breach;

- E. The amount of damages (including all assessments, late charges, interest, lien fees, legal fees and any other costs of collection, as applicable);
 - F. A statement that the Association intends to accelerate the assessments and call due all monthly installments for the remainder of the calendar year;
 - G. A description of the property against which the lien is intended to be imposed which is sufficient to identify the property, and stating the County or Counties in which the property is located; and
 - H. A statement that the party against which whose property the lien is to be imposed has the right to a hearing under Subsection C of Section 14.203 of the Maryland Contract Lien Act.
- VI. Within thirty (30) days of the date of the 'NOTICE OF INTENT TO CREATE A LIEN', the property owner may seek to obtain judicial determination as to the appropriateness of the intended lien.
- VII. If the Association has not been notified by the Clerk of the Circuit Court of the County within thirty (30) days of the date of the 'Notice', a STATEMENT OF LIEN shall be filed in the Land Records for the County in which the property is located pursuant to the Maryland Contract Lien Act.
- A. Pursuant to Article 5, Section 9. of the Association Declaration, upon filing of a STATEMENT OF LIEN, the entire balance of the annual assessments shall be accelerated and become due and payable in full.
 - B. The lien shall secure the payment of:
 - 1. Damages defined in Section 14.201(c)(1) of the Maryland Contract Lien Act;
 - 2. Accelerated assessments;
 - 3. Any costs of collection;
 - 4. Late charges as permitted by law; and
 - 5. Attorney's fees incurred in the collection of the debt.
- VIII. **Priority of Payments.** All payments made shall be allocated in the following order of priority:
- A. Charges for attorney's fees, court costs and other costs of collection,
 - B. All late fees and accrued interest,
 - C. Any special assessment levied against the Owner or property,
 - D. The monthly assessment amount.
- IX. Any member, whose account has achieved an unpaid balance equivalent to or greater than three (3) times the amount of the current monthly assessment, may be turned over to legal counsel for collection proceedings as allowed in Article 5, Section 9. of the Declaration for the Association or any other action at law which the Board of Directors may deem appropriate. Delinquent property owners shall be responsible for all costs associated with collection proceedings.
- X. This policy may, from time to time, be amended, repealed or superseded pursuant to applicable laws.

AUTUMN GLEN HOMEOWNERS ASSOCIATION, INC.

POLICY RESOLUTION FOR VEHICLE PARKING VIOLATION PROCEDURES

WHEREAS, Article 7, Section 7.2 (d), of the Declaration of Covenants and Restrictions for the Autumn Glen Homeowners Association, Inc. (Association) delineates the restrictions relating to the parking of vehicles upon the common areas of the Association; and

WHEREAS, Article 7, Section 7.1 (a), of the By Laws for the Association empowers the Board of Directors to adopt and publish rules and regulations governing the use of the Common Area and facilities; and

WHEREAS, the Board of Directors for Autumn Glen Homeowners Association, Inc. desires to promulgate a more comprehensive policy in support of Article 7, Section 7.2 (d) of the Declaration of Covenants and Restrictions,

NOW, THEREFORE, BE IT RESOLVED THAT, in support of the above, the Board of Directors for the Association hereby declares and adopts the following policy and procedures governing vehicle parking:

A. The following policy hereby supersedes any and all other policies which may have been previously enacted by any Board of Directors for the Autumn Glen Homeowners Association, Inc. (Association) and which may have dealt with the parking of vehicles upon the common elements of the Association.

B. The owner, if readily identifiable, of any vehicle on which current registration plates are not properly displayed, junk vehicle, commercial vehicle, truck, mobile home, camp truck, house trailer, recreational vehicle, boat, or other similar vehicles, any vehicle which poses a hazard, or any vehicle not properly parked in parking spaces which are located upon the Common Areas, shall be notified in writing by the Board or its agent of the alleged violation and to remove such a vehicle from said premises within a period not to exceed forty-eight (48) hours. In the event that the owner of such vehicle cannot be readily identified, the Board or its agent shall post notification of the intent to remove the vehicle upon said vehicle. This notice shall direct the owner to remove the vehicle within forty (48) hours of the posting of the notice upon the vehicle.

C. Vehicles which are not removed within the specified period shall be removed from the community. Any towing and storage charges or damages resulting from such removal, if any, shall be the responsibility of the owner of the vehicle. If the vehicle is determined to be owned by a tenant or guest of a member of the Association, the member shall be responsible for any expense incurred in the removal of such a vehicle. Such expenses shall be placed as a charge against the unit owned by the particular member and shall be a continuing lien upon said unit.

D. Any subsequent violation of the above policy involving the same vehicle or vehicles within six (6) months of the initial violation, will result in the immediate removal of such vehicle without further notification.

E. The following definitions are hereby established in order to afford a more explicit understanding of the vehicles listed in paragraph B. above:

1. **Junk Vehicle:** A junk vehicle is any vehicle that is incapable of passing current Maryland State Motor Vehicle Administration inspection procedures, any vehicle that does not display current registration plates, or any vehicle which remains stationary in the common parking areas or street for a period exceeding seven (7) days. Proof of this violation must be supplied, in writing, by a member of the Association willing to testify that the vehicle has been stationary for a period exceeding seven (7) days.

2. **Truck:** A truck is a vehicle with a load capacity of greater than 3/4 ton and/or meeting either of the following conditions:

- a. Having more than two (2) axles, and/or
- b. Having wheels (not tires) with a diameter which exceeds fifteen inches (15").

AUTUMN GLEN HOMEOWNERS ASSOCIATION, INC.

Policy for Vehicle Parking

Page 2

3. Trailer: A trailer is any vehicle which is drawn by another vehicle having motive power but is incapable of motive power by itself.
4. Boat: Self-explanatory.
5. Camper: A camper is any vehicle drawn by a car or truck and is used as a temporary or permanent dwelling.
6. Camper Truck: A camper truck is any self-propelled camper
7. House Trailer: Same as camper.
8. Recreational Vehicle: Any vehicle not used for normal transportation on public roads such as jet skis, four-wheelers, three-wheelers, all-terrain vehicles, go carts, mini bikes, and water bikes.
9. Vehicle on which current registration plates are not displayed: Self-explanatory.
10. Hazard: Any vehicle parked in an area that can impede access of emergency vehicles or which impedes the safe ingress and egress of private automobiles.
11. Commercial Vehicle: Any vehicle upon which is displayed writing or advertisements of any type, excluding police or other rescue vehicles.

EFFECTIVE DATE: 5/21/13

AUTUMN GLEN HOMEOWNERS ASSOCIATION
POLICY RESOLUTION FOR
ASSIGNMENT OF PARKING SPACE USE

2005

WHEREAS, Members within the Autumn Glen Homeowners Association (Association) have, from time to time, had some difficulty in finding available parking within a reasonable proximity to their home, and

WHEREAS, Section 7.4 of the Declaration of Covenants, Conditions & Restrictions for the Association establishes that "The Association shall be entitled to establish rules concerning parking and traffic control on any portion of the Common Area and Lots, including, without limitation, providing for the involuntary removal of any vehicle violating the provisions of this declaration and/or such rules."

WHEREAS, Article 7, Section 1. (a) of the By Laws for the Association provides that the Board of Directors shall have the power to adopt and publish rules governing the use of the Common Area and any facilities situated thereon, and the personal conduct of the Members and their guests thereon, and establish penalties for the infraction thereof.

WHEREAS, the Board of Directors for the Association desires to implement the assignment of parking spaces for the use of the owners of the non-garage homes and their tenants, to address, in an equitable fashion, the availability of parking for all residents of the Association,

NOW, THEREFORE, BE IT RESOLVED THAT, in support of the above, the Board of Directors hereby declares and adopts the following policy and procedures with respect to the assignment of parking spaces for the use of individual homeowners, their tenants, guests or invitees:

1. The following policy hereby supersedes any and all other policies which may have been previously enacted by any Board of Directors for the Association that may have dealt with the assignment of parking spaces for the use of any individual homeowner(s), residents, tenants, guests or invitee.
2. Assignment of Parking Spaces Use.
 - a. This policy is for the purpose of assigning the use of parking spaces for non-garage homes and in no case shall this policy be construed to mean that ownership of any parking space has been conveyed to any homeowner, nor shall this policy be construed to mean that any parking space is "reserved" for the exclusive use by any particular home, owner, tenant, guest or invitee. Parking areas and the individual parking spaces are general common elements of the Association.
 - b. The Board of Directors for the Association shall assign, to each non-garage home, the use of one (1) parking space, to be located upon the general common elements as set forth on that schedule attached hereto. Such space is to be as close to the home to which it is assigned as reasonably possible considering the location of all homes, the design and location of the parking areas and proximity of other Community Facilities.
 - c. In addition, the Board of Directors for the Association does hereby also assign, to each non-garage home, the additional use of a second (2nd) parking space, to be located upon the general common elements as set forth on that schedule attached hereto. The location of such space is to be as close to the home to which it is assigned as reasonably possible considering the location of all homes, the location of the first (1st) assigned space, the design and location of the parking areas and proximity of other Community Facilities. Such assignment shall continue unless rescinded by the Board of Directors of the Association for such reasons as may be deemed appropriate for the benefit of all Members of the Association.
 - d. The Board of Directors for the Association shall, at common expense, mark each parking space with an appropriate designation which is sufficient to denote the home to which the use of the space is assigned.
 - i. Each homeowner/resident will be provided with an identification card that shall indicate the name of the homeowner of record, his/her authorized representative (e.g. renter or lessee) and the designation of the parking space(s) assigned to that particular address.
 - ii. Each homeowner/resident shall execute a "Grant of Limited Agency and Indemnification" in favor of the Association before an identification card will be issued.
 - iii. Should the ownership and/or residents of a home change (i.e. sale or rent), it shall be the responsibility of the seller or lessor to transfer the identification card to the new owner or tenant. A new identification card will not be issued until the existing card is returned or until the Board of Directors is provided with a written statement that the existing card cannot be returned. There will be a charge of THIRTY DOLLARS (\$30.00) for replacement of lost cards, including those cards that cannot be returned when a change of resident occurs.
 - iv. In the event that a homeowner becomes delinquent in payment of assessments to the Association in an amount greater than four (4) months of the current assessment, the markings for the spaces assigned for the use of the homeowner's address shall be removed and such spaces shall be deemed to be "open" - available for parking by anyone - until such time as the delinquency is resolved.

v. The homeowner who has had parking space markings removed due to a delinquency as described above shall be responsible for payment of the costs associated with the removal of the markings as well as the costs for the restoration of the markings upon satisfaction of the delinquency.

e. **All spaces for which the specific use by a home has not been assigned shall be left unmarked or may be designated as "VISITOR" and shall be available for use by any homeowner, resident, tenant, guest or invitee on a first come, first served basis. However, garage homeowners and residents must first use their garage and driveway before using an unmarked space. All non-garage homeowners and residents must first use their two (2) assigned spaces before using an unmarked space. Proof of this violation must be supplied, in writing, by a member of the Association.**

f. No homeowner, resident, tenant, guest or invitee shall block, restrict or place any obstacle in any parking space other than a vehicle authorized under the Covenants, By Laws or other rules, regulations and/or policy of the Association.

3. Enforcement.

a. The Board of Directors shall have the authority to contract with a towing company for the purpose of enforcement of this policy. The name address and telephone number of the towing company will be provided to all residents upon issuance of an identification card or at such time as the contracted towing company may change.

b. **Only the towing company under contract with the Association shall be authorized to perform any towing for the enforcement of this policy.**

c. The holder of a valid identification card shall be responsible for notifying and authorizing the contract towing company to remove an unauthorized vehicle only from the parking space assigned for their use.

d. Upon responding to a complaint, the towing company representative shall require the complainant to present the assigned parking identification card and an additional piece of valid identification. In addition, the signature(s) of the complainant(s) shall be required to authorize the removal of the unauthorized vehicle.

e. The owner(s) of any vehicle removed by the towing company under the provisions of this policy shall be responsible for all towing and storage charges. In the event of the improper removal of a vehicle and pursuant to Montgomery County, Maryland law, the person(s) authorizing the removal (towing) may be responsible for any charges incurred.

f. Homeowners and/or residents are solely responsible for advising their family members, guests or invitees of this policy and restrictions.

g. Enforcement with respect to any violation of paragraph 2.f. above may be as a result of a written complaint or from a regular visit to the Common Area by the Board of Directors, management agent or other agent not in conflict with applicable laws, and shall result in the immediate removal of any unauthorized obstacle from the general common elements pursuant to any restrictions contained in the Covenants, By Laws, rules and regulations of the Association or applicable law.

h. Violations related to other restrictions with respect to vehicles or parking shall be handled in accordance with such other provisions of the Covenants, By Laws, policy, procedure, rule or regulation as it so relates.

4. Amendment.

a. The Board of Directors may, from time to time, amend this policy in accordance with applicable law.

Adopted: 11/15/05

Autumn Glen Homeowners Association

May, 2013

PARKING SPACE ASSIGNMENTS - Harvest Glen Way

ADDRESS	SPACE #	ADDRESS	SPACE #	ADDRESS	SPACE #	ADDRESS	SPACE #	ADDRESS	SPACE #
Condo Building		13746	118	13722	138	13700	158	Condo Building	
13757	100	13746	119	13722	139	13700	159	13652	176
13757	107	13744	120	13720	140	13674	160	13652	177
13755	101	13744	121	13720	141	13674	161	13654	178
13755	108	13742	122	13718	142	13672	162	13654	179
13753	102	13742	123	13718	143	13672	163	13656	180
13753	109	13738	124	13716	144	13670	164	13656	181
13751	103	13738	125	13716	145	13670	165	13644	182
13751	110	13736	126	13714	146	13668	166	13644	183
13749	104	13736	127	13714	147	13668	167	13646	184
13749	111	13734	128	13710	148	13666	168	13646	185
13747	105	13734	129	13710	149	13666	169	13648	186
13747	112	13732	130	13708	150	13664	170	13648	187
13745	106	13732	131	13708	151	13664	171	13650	188
13745	113	13730	132	13706	152	13662	172	13650	189
		13730	133	13706	153	13662	173		
13750	114	13728	134	13704	154	13660	174		
13750	115	13728	135	13704	155	13660	175		
13748	116	13724	136	13702	156				
13748	117	13724	137	13702	157				

PIT BULL POLICY
Autumn Glen Homeowners Association, Inc.

WHEREAS, pursuant to Article 3, Section 3(e) of the Declaration of Covenants, Conditions and Restrictions, each Owner's easement of enjoyment over the Common Areas is subject to the rules and regulations adopted by the Board of Directors;

WHEREAS, due to recent changes in Maryland law, the Board of Directors deems it necessary and appropriate to adopt additional rules and regulations regarding the keeping of Pit Bulls within the Autumn Glen Homeowners Association, Inc. ("Association").

NOW THEREFORE, the Board of Directors adopts the following rules and regulations ("Pit Bull Policy").

1. **Definitions:** "Pit Bull" is defined in this Pit Bull Policy as any dog commonly defined as pit bull, including, but not limited to the following breeds:

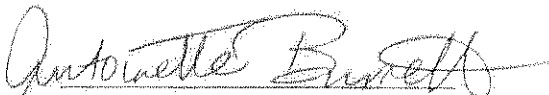
American Staffordshire Terrier
Staffordshire Bull Terrier
American Pit Bull Terrier
Bull Terrier
Any percentage of Pit Bull as defined herein

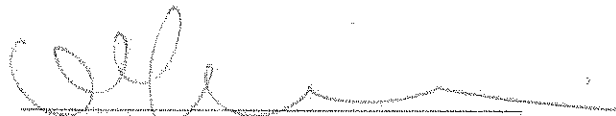
2. **Pit Bull Ban:** The presence of a Pit Bull on the Common Area is prohibited.
3. Unless otherwise defined herein, all capitalized terms shall have the meaning set for in the Association's Declaration and Bylaws.

Adopted this the 17 day of July, 2012.

ATTEST:

BY: _____


Secretary


President

**LEASING RULES
AUTUMN GLEN HOMEOWNERS ASSOCIATION, INC.
(RULES AND REGULATIONS)**

WHEREAS, Article 7, Section 7.3 of the Declaration provides that all leases shall be on forms approved by the Association.

WHEREAS, in lieu of a form lease, the Board of Directors desires to require the use of a lease addendum for the future leasing of the Lots within Autumn Glen Homeowners Association, Inc. ("Association").

NOW THEREFORE, be it resolved that Board of Directors hereby adopts the following rules concerning the procedures for leasing within the Association:

- 1) The Board of Directors hereby requires the use of the lease addendum ("Lease Addendum") attached to these rules as Exhibit A. The Lease Addendum must be executed by the Owner and the tenant and accompany any lease. A fully executed Lease Addendum and lease must be submitted to the Association within ten (10) days of the date of their execution.
- 2) As set forth and authorized in the Lease Addendum, in the event that the Owner fails to pay assessments or other charges when due, upon notice to the tenant, the tenant shall pay rent directly to the Association, which shall be applied to the Owner's delinquent account. Said payments shall continue to be made by the tenant in lieu of rent to the Owner until the tenant receives notice from the Association in writing that the Owner's account is paid in full and current. The tenant's failure to pay the Association as required herein after receiving notice requiring the same shall be deemed a breach of lease, giving the Association the same rights as the Owner/landlord to enforce the terms of the lease, including taking action to terminate the lease and evict the tenant. Any payments submitted by the tenant to the Association in excess of the

delinquent amount will either be credited to the Owner's account or returned to the Owner.

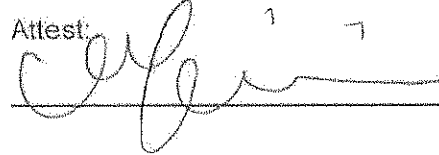
- 3) The terms of the Lease Addendum shall be incorporated into these rules as if fully stated herein.
- 4) Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Declaration and/or By-Laws of the Association.

Adopted this the 22 day of January, 2013.

Witness:



Attest:



LEASE ADDENDUM

This Lease Addendum made this the ____ day of _____ 20____, by _____ (hereinafter referred to as "Owner" or "Lessor") and _____ (hereinafter referred to as "Tenant" or "Lessee") as an addendum to the Lease Agreement. The address of the property subject to this Lease Addendum is _____ (address within the Association.)

Section 1. Definitions

- (a) "Association" shall mean Autumn Glen Homeowners Association, Inc.
- (b) "Governing Documents" shall mean the Declaration, Bylaws, and Rules and Regulations of the Association.
- (c) "Lease" shall refer to the Lease Agreement and this Lease Addendum collectively.
- (d) "Lease Agreement" shall refer to the agreement to which this Lease Addendum is to attach.
- (e) "Lot" shall mean the real property that is being leased under the Lease.

Section 2. Term: The term of the lease shall be as provided in the Lease Agreement. However, the term shall be for a period of no less than six (6) months. If the term provided in the Lease Agreement is less than the minimum term permitted herein, then the term of the Lease shall be the minimum term permitted in this Lease Addendum.

Section 3: Residential Use and Occupancy: The Lot may not be used for hotel, transient, or temporary housing purposes of any kind. Unless the Declaration or Bylaws provides otherwise, the Lot may only be used for residential purposes, as defined by the laws of the State of Maryland.

Section 4: Sublease: No subleasing is permitted.

Section 5: Obligation to comply with the Governing Documents and law: Tenant is obligated as a term of the Lease to comply with the provisions of the Governing Documents and Federal, State, and County Laws. The Tenant shall be responsible for the actions of his/her household members, residents, guests, and/or visitors while they are on Association property and in the Lot. The failure of the Tenant's household members, residents, guests, and/or visitors to comply with the requirements of this Section, shall be deemed as the Tenant's failure to comply.

Section 6: Failure to Comply/Termination: In the event of a default of any term of the Lease, by the Tenant, his house members, residents, guests and/or visitors, or upon a violation of any provision of the Association's Governing Documents, in addition to any enforcement action the Association may take against the Owner, the Association shall have the right to terminate the Lease, after reasonable notice to the Owner and an

opportunity for a hearing, if the Owner who by express act or by inaction has refused to terminate the lease and evict the Tenant.

Section 7: Attorney-in-fact: Lessor appoints the Association as attorney-in-fact for the purpose of enforcing the terms of the Lease Addendum, including, but not limited to, action to terminate the Lease and/or seeking eviction of the tenant.

Section 8: Payment of Assessments: In the event that the Owner fails to pay assessments or other charges when due, upon notice to the Tenant and the Owner, the Tenant shall pay rent directly to the Association, which shall be applied to the Lot Owner's delinquent account. Said payments shall continue to be made by the Tenant in lieu of rent to the Landlord, until the Tenant receives notice from the Association in writing that the Owner's account is paid in full and current. The Tenant's failure to pay the Association as required herein after receiving notice requiring the same shall be deemed a breach of Lease. Any payments submitted by the Tenant to the Association in excess of the delinquent amount will either be credited to the Owner's account or returned to the Owner.

Section 9: Conflicts: In the event that there is a conflict between this Lease Addendum and the Lease Agreement, this Lease Addendum shall prevail.

Section 10. Waiver and Breach

(a) A waiver by the Association of any breach of any term or condition hereof shall not be deemed a waiver of any other or any subsequent breach.

(b) A breach of any term of this Lease Addendum shall constitute a breach of the Lease.

Section 11. Severability: The parties agree that this Lease Addendum is divisible and separable so that, if any provision or provisions hereof shall be held to be unreasonable, unlawful, or unenforceable, such holding shall not impair the remaining provisions. If any provision hereof is held to be too broad or unreasonable in duration, scope, or character of restriction to be enforced, such provision shall be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by law, and the parties hereto do hereby expressly request and authorize any court of competent jurisdiction to enforce any such provision or portion thereof or to modify any such provision or portion thereof in order that any such provision or portion thereof shall be enforced by such court to the fullest extent permitted by applicable law. By agreeing to the aforesaid, the parties do not intend to suggest that they consider any term or condition of this Agreement to be unreasonable, unlawful, or unenforceable.

Section 12. Copy to the Association: A copy of the Lease Agreement and this Lease Addendum executed by the Owner and Tenant must be provided to the Association or the Association's management agent prior to the Tenant's move-in. Failure to perform as required herein, shall be a breach of the Lease.

Section 13. Third-Party Beneficiary: Lessor and Tenant acknowledge that the Association is a third-party beneficiary of the promises made in the Lease.

Section 14. Enforcement: In the event that the Association is required to enforce the terms of this Lease Addendum, including proceeding to terminate the Lease and/or evict the Tenant, the Lessor shall be personally liable for all costs and attorney fees actually incurred, which shall be collectible in the same manner as assessments under the Governing Documents.

This Lease Addendum was entered into as of the day and year first written above.

By: Lessor/Owner

Signature: _____

Signature: _____

Print name: _____

Print Name: _____

Phone: _____

Mailing Address: _____

Email: _____

By: Tenant (all Occupants over the age of 18, use additional pages if necessary)

Signature: _____

Signature: _____

Print name: _____

Print name: _____

Phone: _____

Address: _____

For Office Purposes Only:

Date Received by the Association: _____ Signature of Authorized Agent:
