



Surrey Hill Condominium

LEASING PROCEDURE

April 1, 2023

Dear Surrey Hill Condominium Unit Owner:

The Board of Managers have been diligently working with the association's attorney, as well as Realty Performance Group, to find a solution to the abundance of rentals in the community. A "rental cap" has been the topic of many board meetings for over 10 years and the current Board of Managers have adopted a solution that is beneficial to the community.

The Board of Managers have progressed from a rental cap to an updated leasing procedure. This procedure will allow rentals in the community with various stipulations which include:

- Tenant agreement to abide by the association's declaration, by-laws, rules & regulations
- The association's declaration, by-laws and R&R become a part of the primary lease
- Primary lease must be consistent with the declaration, by-laws and R&R
- Owner forfeits any privileges to the tenant (use of amenities)
- Tenant defaults on lease agreement, Owner notified and correction not made, Association can evict tenant
- No lease shall be for less than 12 months
- No pets for tenants/no pets permitted in the unit at any time
- Owner shall have resided in the unit for no less than 2 years prior to leasing
- Current rentals not in accordance with the new procedure can remain in place until December 31, 2024.

Enclosed you will find a copy of the leasing addendum document that will be required to accompany any lease a homeowner enters into with a tenant and be provided to the associations management company with the lease. Also enclosed is a copy of the addendum signed by the Board President. Both of these documents should be added to your copy of the Resident's Manual (a copy will be available on the association's website).

This leasing procedure will be effective May 1, 2023. Any lease renewal or new lease on or after May 1st will need to include this addendum. If you own multiple units in the community and you did not personally reside in them for at least 2 years, you will have until December 31, 2024 to end each of your leases on those units.

Please take a moment to read the leasing addendum and familiarize yourself with it if you are a landlord or plan to become one. If you have any questions on this matter, feel free to contact our office at (585) 225-7440.

SURREY HILL CONDOMINIUM

By: REALTY PERFORMANCE GROUP, INC., Managing Agent

Julie M. McDonald

Julie M. McDonald
Property Manager

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Surrey Hill Condominium Lease Addendum

This Lease Addendum to a Unit in Surrey Hill Condominium ("Addendum") is made as of the same date that a lease agreement has been entered into between an owner in Surrey Hill Condominium and a prospective tenant. This Addendum is attached to and is to be made a part of the lease agreement between the owner and the tenant as signed below.

1. Tenant agrees to abide by all provisions of the Association's Declaration of Covenants, Conditions and Restrictions, By-Laws, Rules and Regulations, and all other applicable governing documents (the "Governing Documents"). Tenant acknowledges receipt of a copy of the Governing Documents and Tenant further acknowledges that Tenant's failure to abide by the terms of the Governing Documents shall constitute a material breach of this Lease Addendum and their Primary Lease.
2. The parties agree that all the covenants and agreements contained in this Lease Addendum shall be deemed to be part of the Primary Lease and incorporated entirely therein as if included originally. The parties further agree that in case of a conflict between the terms of this Lease Addendum and the Primary Lease, the terms of this Lease Addendum shall take precedence.
3. The Primary Lease is subject to and consistent with the provisions of the Governing Documents as they may be amended from time to time. In the event of an inconsistency between the Primary Lease and the provisions of the Governing Documents, the provisions of the Governing Documents shall take precedence.
4. Owner/Landlord hereby transfers and assigns to Tenant for the term of the Primary lease any and all rights and privileges that Owner/Landlord has to use the Association's common elements, including but not limited to the use of any and all recreational facilities and amenities. Owner/Landlord and Tenant acknowledge that the Association reserves the right to withhold access to common element amenities from Tenant for any reason that it would under the terms of the Governing Documents be authorized to refuse an owner such access, including Tenant's failure to comply with any of the provisions of the Governing Documents, or Owners failure to pay monthly assessments when due.
5. Tenant shall have the right to park two (2) automobiles in the Association's parking areas. All vehicles must be registered with the Association and must have a parking permit affixed to its cars. Before getting a permit to park a vehicle in the Association's parking areas, Tenant must provide an executed copy of their Primary Lease and this Lease Addendum to the Association. Tenant must follow all of the Association's parking rules and is subject to the penalties stated therein for all violations.
6. In the event of a default by Tenant in the performance of the terms of the Primary Lease or this Lease Addendum, or the Declaration, By-Laws and/or Rules and Regulations of the

Association, then, in addition to all other remedies which it may have, the Association or its representative shall notify the Owner/Landlord of the default, and demand that it be corrected through the Owner/Landlord's efforts within thirty (30) days after such notice. If the default is not corrected within thirty (30) days the Owner/Landlord shall immediately thereafter, at his or her own cost and expense, institute and diligently prosecute an eviction action against Tenant. The eviction action shall not be settled without the prior consent of the Association or its representative. In the event the Owner/Landlord fails to fulfill the foregoing obligation, the Association has the right, but not the duty, to institute and prosecute an eviction action as attorney-in-fact for the Owner/Landlord at the Owner/Landlord's sole cost and expense, including all legal fees incurred. The Owner/Landlord hereby irrevocably names, constitutes, appoints and confirms the Association, as his or her attorney-in-fact, to take all actions as it deems appropriate on his or her behalf. All costs and attorney fees incurred by the Association to enforce the terms of the Primary Lease, or this Lease Addendum, or of the Declaration, By-Laws and or Rules and Regulations of the Association, or to evict Tenant pursuant thereto, will be assessed against the unit and the Owner thereof and shall be deemed to constitute a lien on the unit involved. The Association may enforce collection of the lien in the same manner as an assessment. Both the Owner/Landlord and Tenant acknowledge that the Association is a third-party beneficiary of the Primary Lease and this Lease Addendum.

7. Any lease between an Owner and a Tenant must be for a period of not less than 12 consecutive months. Also, the names of all family members who will reside in the unit during the lease term must be included as Tenants on the lease.
8. No pets shall be permitted at any time in the unit.
9. The unit rented by the Tenant must be used for single family residential purposes only.

OWNER

Name:

TENANT

Name:

Rule Requiring Owners to Attach Addendum's to Leases of Units

This Rule ("Leasing Rule" or "Rule") requiring Owners to attach a Lease Addendum to leases of Units has been adopted by the Board of Directors of the Surrey Hill Condominium Association (the "Association") effective this 1 day of May, 2023.

For any Unit being newly leased or any lease renewal (the "Primary Lease ") occurring after the Effective Date of this Rule, Owners must attach to their Lease a Lease Addendum signed by both the Owner and the Tenant in the form provided by the Association, as amended from time to time, and incorporated herein by reference. Owners may include in their Primary Lease any provisions they so desire, provided such provisions do not contradict the Lease Addendum, Declaration, By-Laws, and other governing documents of the Association, or applicable law or public policy.

1. Tenant agrees to abide by all provisions of the Association's Declaration of Covenants, Conditions and Restrictions, By-Laws, Rules and Regulations, and all other applicable governing documents (the "Governing Documents"). Tenant acknowledges receipt of a copy of the Governing Documents and Tenant further acknowledges that Tenant's failure to abide by the terms of the Governing Documents shall constitute a material breach of this Lease Addendum and their Primary Lease.
2. The parties agree that all the covenants and agreements contained in this Lease Addendum shall be deemed to be part of the Primary Lease and incorporated entirely therein as if included originally. The parties further agree that in case of a conflict between the terms of this Lease Addendum and the Primary Lease, the terms of this Lease Addendum shall take precedence.
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4. Owner/Landlord hereby transfers and assigns to Tenant for the term of the Primary lease any and all rights and privileges that Owner/Landlord has to use the Association's common elements, including but not limited to the use of any and all recreational facilities and amenities. Owner/Landlord and Tenant acknowledge that the Association reserves the right to withhold access to common element amenities from Tenant for any reason that it would under the terms of the Governing Documents and be authorized to refuse an owner such access, including Tenant's failure to comply with any of the provisions of the Governing Documents, or Owners failure to pay monthly assessments when due.

5. Tenant shall have the right to park two (2) automobiles in the Association's parking areas. All vehicles must be registered with the Association and must have a parking permit affixed to its cars. Before getting a permit to park a vehicle in the Association's parking areas, Tenant must provide an executed copy of their Primary Lease and Lease Addendum to the Association. Tenant must follow all of the Association's parking rules and is subject to the penalties stated therein for all violations.

6. In the event of a default by Tenant in the performance of the terms of the Primary Lease or their Lease Addendum, or the Declaration, By-Laws and/or Rules and Regulations of the Association, then, in addition to all other remedies which it may have, the Association or its representative shall notify the Owner/Landlord of the default, and demand that they be corrected through the Owner/Landlord's efforts within thirty (30) days after such notice. If the default is not corrected within thirty (30) days the Owner/Landlord shall immediately thereafter, at his or her own cost and expense, institute and diligently prosecute an eviction action against Tenant. The eviction action shall not be settled without the prior consent of the Association or its representative. In the event the Owner/Landlord fails to fulfill the foregoing obligation, the Association has the right, but not the duty, to institute and prosecute an action as attorney-in-fact for the Owner/Landlord at the Owner/Landlord's sole cost and expense, including all legal fees incurred. The Owner/Landlord hereby irrevocably names, constitutes, appoints and confirms the Association, as his or her attorney-in-fact, to take all actions as it deems appropriate on his or her behalf. All costs and attorney fees incurred by the Association to enforce the terms of the Primary Lease, or this Lease Addendum, or of the Declaration, By-Laws and or Rules and Regulations of the Association, or to evict Tenant pursuant thereto, will be assessed against the unit and the Owner thereof and shall be deemed to constitute a lien on the unit involved. The Association may enforce collection of the lien in the same manner as an assessment. Both the Owner/Landlord and Tenant acknowledge that the Association is a third-party beneficiary of the Primary Lease and this Lease Addendum.

7. Any lease between an Owner and a Tenant must be for a period of not less than 12 consecutive months. Also, the names of all family members who will reside in the unit during the lease term must be included as Tenants on the lease.

8. No pets shall be permitted at any time in the unit.

9. The unit rented by the Tenant must be used for single family residential purposes only.

10. An Owner in Surrey Hill Condominium Association must have personally resided in their unit for at least two (2) years before they are eligible to lease their unit to a Tenant.

11. Current Surrey Hill Condominium unit Owners who currently rent their units but are not in accordance or in compliance with the above provisions can remain in place with their lease from the adoption of this Lease Addendum until December 31, 2024, after which compliance with this Rule is mandatory.

This Leasing Rule has been adopted by the Board of Directors of the Surrey Hill Condominium Association as of the 9 day of ~~January~~, 2023 and shall be effective as of the 1 day of May, 2023. March

I hereby certify that this Rule was adopted by resolution of the Board of Directors of the Surrey Hill Condominium Association on the 9 day of March, 2023 and is effective on the 1 day of May, 2023.

Patricia A. Luo
Secretary