

HOPKINSON HOUSE OWNERS' ASSOCIATION
APPROVED LEASE ADDENDUM

Addendum to Lease dated _____ between _____,
Unit Owner(s) and _____ Lessee(s), for Unit _____
in the Hopkinson House, 604-36 Washington Square South, Philadelphia, Pennsylvania 19106

1. **CONDOMINIUM DOCUMENTS** - Lessee hereby agrees to be bound by all terms and conditions contained in the *Declaration of Condominium, Code of Regulations, and Hopkinson House Owners' Association Community Rules and Regulations* and any amendments thereto.
2. **NOTICE OF LEASE** - The Unit Owner or his/her Agent shall deliver to the Hopkinson House Owners' Association Office at the above address, an executed copy of an approved residential Lease and Approved Lease Addendum, **together with copies of Lessee's criminal record search and credit report obtained by the Unit Owner,** prior to the date on which Lessee moves household goods or other personal property into the Apartment.
3. **COMPLAINTS AGAINST LESSEE** - In accordance with the Association's Leasing Policy as set forth in the *Community Rules and Regulations*, Unit Owners are required, prior to renewing a lease or entering into a lease with a tenant, to coordinate with the Association Management Office to determine if any complaints have been lodged against the prospective tenant by any resident of the Hopkinson House during the tenant's prior occupancy of a unit in the Hopkinson House.
4. **PERMISSION TO MOVE IN OR OUT OF APARTMENT** - Lessee is not permitted to move in or out of a unit without prior approval of Management (call 215-923-1776). The date and time for movement of household goods shall be scheduled in advance by Management. No in/out moves are permitted before 10:00 AM or after 4:00 PM on weekdays or on Saturdays. **No moves are permitted on Sundays, legal or religious holidays.** All moving will be accomplished through the garage entrance to Hopkinson House. **MOVE INS WILL NOT BE SCHEDULED UNLESS A FULLY SIGNED COPY OF THE RESIDENTIAL LEASE AND APPROVED LEASE ADDENDUM HAS BEEN RECEIVED BY HOPKINSON HOUSE OWNERS' ASSOCIATION MANAGEMENT AS REQUIRED IN SECTION 2. ABOVE.**
5. **UNIT ACCESS KEYS** - A set of all keys necessary to gain access to Leased units must be deposited with and remain on file in the Management Office at all times.
6. **DISTURBANCES** - No resident or guest of any resident shall make any noise, sounds or other audible disturbances which unreasonably interfere with the quiet enjoyment of any other resident.
7. **CARPETING** - At least 80% of the floor areas in the living, dining, bedroom(s) and foyers shall be carpeted.
8. **ODORS / TRASH** - No resident shall conduct any activities which cause offensive fumes or odors to emanate from a unit. All garbage and soft trash must be bagged and tied into packages small enough to pass through the door of the chute. Large articles such as bundled magazines or papers, corrugated boxes larger than the chute opening, wire hangers, bottles and cans, etc., should be placed only in the appropriate recycle trash can. Residents must notify the Management Office if large quantities of trash are placed in the trash room. Residents may dispose of trash only between the hours of 8:00 AM to 9:00 PM Monday through Friday and 11:00 AM to 9:00 PM on Saturdays, Sundays, legal or religious holidays.
9. **DOGS** - Dogs are not permitted anywhere in the building, common areas or residential units.
*** Refer to Community Rules and Regulations for pets which are allowed, and policy relating thereto.**

10. **ALTERATIONS** - Alterations to units which in any way effect the existing electrical wiring, smoke detector system, plumbing, heating, air conditioning, cable TV systems, or physical structure of the unit **are not permitted** without the prior written approval of the Hopkinson House Owners' Association Management.

11. **WASHER / DRYERS** - New installation of washers and dryers are not permitted. Units with pre-existing washers and dryers are grandfathered.

12. **USE** - **Except as provided in the *Declaration of Condominium*, conducting commercial business activities of any type whatsoever in residential units is strictly prohibited.**

13. **NO SMOKING POLICY** - Effective September 1, 2012, NO SMOKING is permitted anywhere on Hopkinson House property including the units and limited common elements (balconies), garage, courtyard, lower pool deck, sidewalk at the entrance to the building and all exterior areas within the Hopkinson House perimeter and those areas that were previously restricted smoking area.

* **Refer to the NO SMOKING RESOLUTION attached.**

14. **ASSIGNMENT OF RENT** - The unit owner/landlord hereby assigns to the Association the rent payable to him by his tenant as security for the Owner's obligation to pay Condominium Association dues and charges. In the event the Unit Owner/Landlord becomes delinquent in the payment of those dues or charges, and upon written notice fails to cure the delinquency, the Association can require the tenant to pay rent directly to the Association. Landlord and tenant hereby acknowledge and agree that the tenant, after receiving written notice from the Association, shall pay all rents directly to the Association. The Association will apply all rent received from the tenant to the delinquent account(s) of the Unit Owner/Landlord.

15. **ASSOCIATION'S REMEDIES** - In the event Lessee fails to abide by any of the terms and conditions of this Lease, this Addendum or any of the Condominium Documents, the Hopkinson House Owners' Association (the "Association") shall have the right to notify Lessor of such default but shall not be obligated to do so. In the event Lessor does not take the appropriate action in response to such notice such that the default by tenant is cured to the satisfaction of the Association or in the event of an emergency which, in the sole opinion of the Association or its agents, requires immediate action, the Association may exercise any of the remedies of Lessor pursuant to this Lease, this Addendum or under law but shall in not be obligated to do so. Lessor hereby authorizes the Association to take any such action, however, such authorization shall be nonexclusive and shall in no way obligate the Association to take any action against Lessee or in the name of Lessor. The parties hereby acknowledge that such authorization is solely for the benefit of the Association and to enable the Association to protect its own interest and the interest of its members. Such authorization does not, and is not intended to make the Association the agent of Lessor, or to obligate the Association to act on behalf of Lessor.

16. No provision of this Addendum shall relieve the Lessor of any duties for which he/she is otherwise responsible, nor shall any provision contained herein impose any duty, responsibility or liability upon the Association that would otherwise be that of Lessor.

17. Lessee hereby acknowledges receipt of the *Hopkinson House Owners' Association Community Rules and Regulations, Declaration of Condominium, Code of Regulations*, and amendment thereto.

Date: _____

Lessee:

Lessee:

Date: _____

Lessor:

Lessor:

Approved by Council: February 17, 2005

Effective Date: July 19, 2012



HOPKINSON HOUSE OWNERS' ASSOCIATION

NO SMOKING RESOLUTION

The Hopkinson House Owners' Association Council has voted unanimously to adopt the following Resolution as an addition to the Rules and Regulations as previously distributed to the Unit Owners and Residents. This addition is in accordance with the Bylaws Article V. Powers and Duties of Council, Section 5.01 (5).

Based upon the following factors, the No Smoking Resolution has been adopted:

1. Smoking is a fire hazard.
2. Smoking is detrimental to the health of smokers and non-smokers.
3. Smoke travels through the building, permeates adjacent units of non smokers, and adversely affects the enjoyment of their homes.
4. The survey taken of the Owners supported the passage of this resolution.
5. Similar policies adopted by other associations have not adversely affected the marketability of homes in those buildings.

WHEREAS, the Council has the power and authority under the Bylaws Article V. Powers and Duties of Council, Section 5.01 (5), be it

RESOLVED, that this Resolution known as NO SMOKING RESOLUTION contains the following provisions:

1. Effective September 1, smoking is prohibited in all common areas, limited common areas (balconies), and units in Hopkinson House.
2. This rule applies to all residents, guests, employees, and service providers.
3. The Approved Lease Addendum must contain the verbiage in this rule addition effective September 1. This applies to new leases and renewals and extensions of existing leases.
4. Smoking Units: Current Owners who occupy their units prior to September 1, or prospective buyers with an executed Agreement of Sale who will be residing in their units prior to September 1, will be permitted

to smoke in their units for as long as they remain residents of that unit. When the *Smoking Unit* is sold, transferred, or rented, the smoking-permitted status will be withdrawn.

5. A tenant may continue to smoke in the unit until the end of the current term of the tenant's lease. The lease may not be extended or renewed unless the No Smoking provision is incorporated into the lease.

6. Residents disturbed by smoke from a *Smoking Unit* should file a complaint with the Management Office for investigation. Management may require remedial measures at the expense of the Owner of the smoking unit. These may include but are not limited to installation or reinforcement of smoke barriers at the perimeters of the unit, installation of an air pressure system, and/or installation of an air filtration system.

7. Complaints about smoke from a *No Smoking Unit* should be relayed to the Management Office for enforcement.

8. Enforcement: Violations of this policy are subject to warnings, fines, and further action by the Council.

I, Lawrence Meehan, Secretary of the Hopkinson House Owners' Association, certify that this Resolution as set forth was adopted by the Council at a duly constituted meeting held on July 19, 2012.

Date: July 24, 2012 Secretary: Lawrence F. Meehan