

**White Oak Manor Condominium Association**

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**Article IX**

**White Oak Manor By-Laws**

**Resale, Leasing and Lease renewal**

**9.1 Unit Resale and Transfer of Deed.**

- a. The unit owner is responsible to notify the Property Manager in advance of their intent to sell or transfer the deed to their unit, so that the necessary paperwork may be sent to a realtor, agent, attorney, or representative, who will be present at the settlement with the Buyer to explain the White Oak Manor Condominium Association (herein afterward referred to as WOMCA) requirements for the sale or transfer of deed of ownership. In accordance with the Pennsylvania Uniform Condominium Act #1980-82, July 2, 1980, a "Certificate of Resale" (Addendum A of this document) will be forwarded to the realtor, agent, attorney, or representative, who will be present at the settlement with the Buyer.
- b. The Buyer, at the settlement, will sign the Certificate of Resale, Article IX, Addendum A of the WOMCA By-Laws, indicating that the Buyer has read, understands, and agrees to the terms and conditions stated in the Certificate of Resale and of the WOMCA Green Binder Notebook containing the By-Laws, Declaration, and Rules and Regulations of WOMCA.
- c. The Buyer is responsible for the payment of a flat \$600 Inception Fee due at settlement upon all future resales of WOMCA units as indicated on the last page of "Exhibit A" the "WOMCA Public Offering Statement" in the Green Binder Notebook and in Article IX of the WOMCA By-Laws. The \$600 Inception fee is to be paid by the Buyer at Settlement or transfer of the deed. This fee will be applied to the Reserve.

**9.2 Leasing and Lease Re-newels.**

- a. In accordance with Article IX, and the Ninth Amendment of the WOMCA Declaration governing the rules and restrictions of leased units, The Owner shall not lease/ sublease, or renew a lease of his or her unit except with the approval and consent of the Executive Board. No unit shall be leased/ subleased, or renewed without a written lease or sublease.
- b. The unit Owner is responsible to send the WOMCA Property Manager a copy of the proposed lease, or lease renewal form for examination to ensure it contains the specific language required by paragraph 2, subparagraph (d) & (e) of the Ninth Amendment to the WOMCA Declaration prior to its execution with the tenant.

## White Oak Manor Condominium Association

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### White Oak Manor By-Laws -- Resale, Leasing and Lease renewal (Continued)

- c. The Association may assess Owners of leased units an extra charge for administrative purposes. A copy of the executed lease or lease renewal shall be sent to the Property Manager within 10 days after the execution thereof. The Owner shall be required to pay a flat \$600 administrative fee to the WOMCA Property Manager within 10 days upon the execution of a lease/ sublease, or a lease renewal. This fee will be applied to the Reserve
- d. The Owner of a leased unit shall be responsible for tenants complying with the WOMCA Rules & Regulations, By-Laws, and Declarations. The Owner is responsible for any fines assessed by the Association due the Tenant's violations of the Rules and Regulation, and By-Laws.

#### 9.2.1 Leasing and Lease renewal process steps:

- Step 1** – The Owner is required to notify the Property Manager, who in-turn will notify the Executive Board of WOMCA of his or her intent to lease or renew a lease on his or her unit. The Board will approve or reject the request and notify the Property Manager to inform the Owner.
- Step 2**- The owner is required to submit his unexecuted lease form to the Property Manager to confirm that the Lease form contains the specific language in Amendment 9 of the WOMCA Declarations.
- Step 3**- The Owner is required to obtain Lease/ Lease Renewal Requirements Form (Addendum B of this document) completing the form during the lease or lease renewal execution, and submitting the form, and lease to the Property Manager with the Owner's signature indicating that the Owner has read and agrees to the WOMCA terms and conditions of the leasing/ lease renewal requirements. A copy of the executed lease or lease renewal and the completed Addendum B form, along with the \$600 administrative fee, shall be returned to the Property Manager within 10 days of executing a lease or lease renewal. The Property Manager will then sign the Lease/ Lease renewal form Addendum B, indicating compliance with Article IX of the By-Laws (this document), and approving the Lease.

**White Oak Manor Condominium Association**

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**Addendum A, Article IX of the By-Laws  
--- Certificate of Resale Form ---**

To Buyer: (print name): \_\_\_\_\_ Date: \_\_\_\_\_

Re: Condominium Unit # \_\_\_\_\_ White Oak Manor, York County, PA

1. I acknowledge that I have read, understand and accept the White Oak Manor Condominium Association's governing documents contained within the Green Binder notebook which can be provided by the Seller and includes the Rules and Regulations, By-Laws, and Declarations of the WOMCA.

2. I have read and understand the attached maintenance waivers that are special conditions established by a previous owner, and maintenance thereof, the responsibility for which shall be transferred to the new owner.

Buyer's initials: \_\_\_\_\_ please review the attached waivers, sign and return them with this form.

3. Due at settlement upon resale of all White Oak Manor Condominium units: There is a non-refundable \$600 Inception fee payable the White Oak Manor Condominium Association Property Manager (currently York H-G Properties) This fee will be applied to the reserve.

4. The sale of unit(s) pertaining to this resale is/are for:

Buyer's Initials: \_\_\_\_\_ Primary residency only (proposed buyer must reside as the primary owner-occupant with deed titles same).

5. Leasing: (complete only if Buyer/Owner intends to lease unit)

Buyer/Owner's Initials: \_\_\_\_\_ Unit number \_\_\_\_\_ is available for rental purposes.

# White Oak Manor Condominium Association

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Addendum A, Article IX of the By-Laws –Certificate of Resale Form–(Continued)

**Note: Unit owners intending to lease their units are required to read, understand and comply with the Requirements for leasing units contained within Article IX of the WOMCA By-Laws on leasing and lease renewals.**

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**Unit Buyer 1 Name: (print)**

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**Unit Buyer (1) Name: (signature)**

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**Unit Buyer (2) Name: (print)**

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**Unit Buyer (2) Name: (Signature)**

**White Oak Manor Condominium Association**

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**Addendum B of Article IX**

**-- Lease and Lease Renewal Form --**

**1. Owner (print Name):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Unit #** \_\_\_\_\_ **Notice to Property Manager of intent to lease or renew lease.**

**2. Leasing and Lease Re-newels.**

**The WOMCA Declarations, Amendment 9 states: "The maximum number of units in the White Oak Manor Condominiums that may be leased by the owner to a tenant shall five (5%) percent or a maximum of seven units".**

**In accordance with Article IX, and the Ninth Amendment of the WOMCA Declaration governing the rules and restrictions of leased units, The Owner shall not lease/ or renew a lease of his or her unit except with the approval and consent of the Executive Board and Property Manager. No unit shall be leased or have a lease renewal executed without a written lease or lease renewal form. The unit Owner is responsible to send the WOMCA Property Manager a copy of the proposed lease/ lease renewal form, who shall ensure it contains the specific language required by Paragraph 2, subparagraph (d) & (e) of the Ninth Amendment to the WOMCA Declaration prior to its execution.**

**The Association may assess unit Owners of leased units an extra charge for administrative purposes. The unit Owner shall be required to pay a flat \$600 administrative fee to the WOMCA Property Manager within 10 days upon the execution of a lease or a lease renewal contract.**

**The unit Owner is responsible to send a copy of the executed lease, or lease renewal to the Property Manager within 10 days after the execution thereof. The Owner of a leased unit shall be responsible for tenants complying with the WOMCA Rules & Regulations, By-Laws, and Declarations. The Owner is responsible for any fines assessed by the Association due tenant's violations of the Rules & Regulations, By-Laws, and Declarations.**

# White Oak Manor Condominium Association

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## Addendum B of Article IX -- Lease and Lease Renewal Form -- (Continued)

The unit Owner is required to submit Article IX of the By-Laws, Addendum B Lease and Lease Renewal Form, completing the form during the lease or lease renewal execution, and submitting this Addendum B form with the Owner's signature and date, along with the copy of the executed lease or lease renewal, and the \$600 Administrative fee to the Property Manager within 10 days of executing a lease or lease renewal.

### 4. Signature of Owner(s)

I, the undersigned owner(s) of unit number \_\_\_\_\_ of the White Oak Manor Condominium Association, by my signature below, agree that I have read, understand, and agree to comply with the terms and conditions required by the White Oak Manor Condominium Association By-Laws, Article IX for the Lease and Lease renewal of the above unit.

Owner 1 (print name): \_\_\_\_\_

Owner 1 (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Owner 2 (print name): \_\_\_\_\_

Owner 2 (signature): \_\_\_\_\_ Date: \_\_\_\_\_

5. Signature of the WOMCA Property Manager indicating the Lease between the Owner and tenant has been examined for the specific language specified required by the 9th Amendment to the WOMCA Declarations, and that the Property Manager received a completed lease/ lease renewal Requirements, (Addendum B form) from Unit Owner, the \$600 Administrative Fee, and a copy of the executed lease or lease renewal due within 10 days upon executing the lease or lease renewal.

Property Manager (print Name): \_\_\_\_\_

Property Manager (signature): \_\_\_\_\_ Date: \_\_\_\_\_

# White Oak Manor Condominium Association

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## Article IX

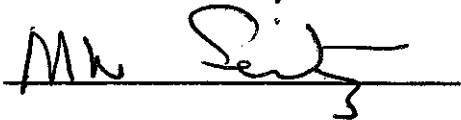
### White Oak Manor By-Laws Resale, Leasing and Lease renewal - Approvals

Under ARTICLE VII 'Amendments' of the By-Laws for White Oak Manor Condominium Association (WOMCA), the Executive Board hereby adopts Article IX 'Resale, Leasing and Lease renewal' as an Amendment to the White Oak Manor Condominium Association By-Laws effective immediately, and as voted upon, and by unanimous vote, the Executive Board hereby adopts ARTICLE IX of the By-Laws on February 19, 2019, during a legally organized executive board meeting.

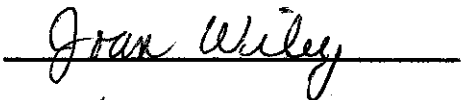
Below are the signatures of the WOMCA Executive Board members attesting to, and witnessing such action on February 19, 2019.



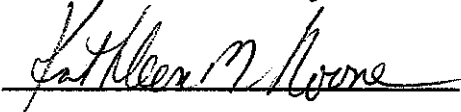
President, WOMCA



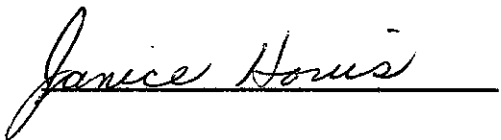
Vice-President, WOMCA



Secretary, WOMCA



Treasurer, WOMCA



Asst. Secretary/Treasurer, WOMCA

