

# QUEEN'S LANDING

June 3, 2008

Council of Unit Owners  
Queens Landing Condominium  
Chester, Maryland 21619

RE: Approved Rule and Regulation Change – **4: LEASING OF UNITS**

Dear Queen's Landing Unit Owners:

In accordance with your governing documents and the Maryland Condominium Act (Section 11.111), at the April 21, 2008 Board meeting the Board of Directors heard comments and suggestions either written or verbal from the Council of Unit Owners regarding Leasing of Units. Further consideration by the Board was tabled to the May 19, 2008 meeting. After discussion the Board voted on May 19, 2008 in favor of passing the proposed change. Enclosed for your review is the approved Rule and Regulation change **4: LEASING OF UNITS** which goes into effect on June 3, 2008.

Section 4.5 Rental Unit Registration has checklists for landlords to assist in registration of New and Existing Tenants. Do not assume that the documentation provided for the pool passes meets the new requirements. Please read the enclosed document carefully. The required Tenant Registration Form and the Addendum to Lease can be obtained on the Queen's Landing website [www.queenslanding.org](http://www.queenslanding.org) or by contacting the office at 410-643-5192 or by email at [rdavis@legumnorman.com](mailto:rdavis@legumnorman.com). All landlords have 30 days to comply.

If you have any questions, please feel free to contact me.

Sincerely,

*Rosemary M. Davis*

Rosemary M. Davis  
General Manager

## **4: LEASING OF UNITS**

### **4.1 ADDENDUM TO LEASE**

As it may pertain to Unit Leasing rules, the Unit Owner is defined as an absentee Landlord who executes a signed lease agreement with a Tenant of his or her unit.

- (a) All leases must be in writing.
- (b) Every Unit Owner who leases a Unit at Queen's Landing shall execute an Addendum to Lease for any lease or the renewal/extension of a current lease and provide a copy of the same to the Association's General Manager.
- (c) All Unit Owners shall provide an Addendum to Lease to any real estate agent, Management Company or other entity assisting in the rental of a Unit.
- (d) A copy of each fully executed lease, together with the Addendum to Lease, by the lessor(s) and lessee(s) shall be provided to the General Manager, within Ten (10) days of execution of the lease and addendum as stated above.
- (e) No Unit shall be rented or leased for transient or hotel purposes or in any event for an initial period provided by Section 5.8(a)(6) of the Queen's Landing By-Laws.
- (f) The Tenant agrees to promptly report to the Landlord or in an emergency the General Manager any defect or need for repairs for which the Association is responsible.

### **4.1 INSURANCE**

- (a) Tenants shall be responsible for obtaining and maintaining a "Renters Insurance" policy which provides both property damage and liability coverage for not less than \$100,000.00 during the term of the lease. Tenant shall provide Landlord with a certificate of insurance evidencing compliance with this section.

### **4.2 UNIT OWNER'S RESPONSIBILITIES**

Unit Owners shall provide to his or her tenants at the time the Lease is signed with copies of the following:

- (a) The Declaration of Queen's Landing Association (Declaration)
- (b) The By-Laws of Queen's Landing Association (By-Laws)
- (c) The Rules and Regulations of Queen's Landing (Rules and Regulations)

### **4.3 TENANT'S RESPONSIBILITIES**

- (a) Tenants, occupants, and guests of the unit shall agree to be bound by the governing documents of the Condominium, including the Rules and Regulations of Queen's Landing. Failure to comply with the governing documents will be considered a default under the Lease.
- (b) Tenant shall control the conduct of his/her family, guests, and invitees to assure compliance with the governing documents of the Condominium.
- (c) Tenants shall provide the Unit Owner proof of Renters Insurance. Failure by the tenant to obtain or maintain Renter's Insurance will be deemed a material breach of the Addendum of Lease.
- (d) Tenant shall keep the premises in a good and clean condition and promptly report any maintenance or safety discrepancies to the Association which are the responsibility of the Association's as defined by the governing documents.

### **4.4 ENFORCEMENT**

- (a) It is understood and agreed that failure of the tenant, occupants, and guests of the unit to abide by the governing documents of the Condominium may lead to possible fines against the leased Unit Owner and/or tenant and possible eviction of the tenant as provide by the By-Laws and the Maryland Condominium Act. In the event that a tenant is evicted for any reason by the Association, the Unit Owner shall reimburse the Association for any expenses incurred that are associated with the eviction and assessed an administrative fee in the amount of Three Hundred (\$300) dollars.

### **4.5 RENTAL UNIT REGISTRATION**

#### **New Tenants:**

4.5.1 A Unit Owner shall register new tenants and occupants by submitting the following documents to the Association's General Manager within ten (10) days of the starting date of the term of the Lease:

- (a) A completed and signed Rental Unit Registration Form (available at the office or Queen's Landing web website).
- (b) A signed copy of the Lease.
- (c) A signed copy of the Association's Lease Addendum which can be obtained at the Office or the Queen's Landing web site.
- (d) Proof of Renters Insurance

- (e) Upon the execution of a completed and signed Addendum to Lease payment in the amount of One Hundred and no/100 dollars (\$100.00) for the Rental Unit Registration Fee.

**Existing Tenant:**

4.5.2 A Unit Owner shall register all tenants and occupants (which are tenants and occupants who are residing in the unit) within thirty (30) days beginning June 3, 2008, by submitting the following documents to the Association's General Manager:

- (a) A completed and signed Rental Unit Registration Form (available at the office or QL website).
- (b) A signed copy of the Lease.
- (c) Proof of Renter's Insurance
- (d) At the expiration of the current Lease, or if the current Lease is extended beyond the current term of the Lease, the Unit Owner shall also submit a signed copy of the Association's Lease Addendum which may be obtained at the Office or the Queen's Landing web site. The Addendum to Lease must be submitted within ten (10) days of the date of the expiration of the current Lease.

**4.6 RENTAL UNIT REGISTRATION FEE**

- (a) Commencing on June 3, 2008 and after the execution of a completed and signed Addendum to Lease, Unit Owners that have tenants residing in his or her unit shall pay a Rental Unit Registration Fee of One Hundred dollars (\$100.00). This fee shall be independent of, and shall have no effect upon, any other required fees. This fee is intended to compensate the Association for the administrative costs associated with the registration. This fee may be reviewed annually by the Board of Directors and adjusted as necessary.
- (b) Rental unit registration payment not received within ten (10) days of the execution of a completed and signed Addendum to Lease shall be considered late and subject to a late charge and collection procedures contained in the Queen's Landing Governing Documents.

**QUEEN'S LANDING ASSOCIATION  
RENTAL UNIT REGISTRATION FORM**

Please mail to: Queen's Landing Association  
500 Queen's Landing Drive  
Chester, Maryland 21619

UNIT # \_\_\_\_\_

COMPLETE ENTIRE FORM. IF ADDITIONAL SPACE IS NEEDED, PLEASE USE  
REVERSE SIDE OF FORM

<b>SECTION I – UNIT OWNER INFORMATION</b>
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1. Unit Owner(s):

Last Name	First Name	Daytime Phone	Evening Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Unit Owner's Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_

3. Unit Owner's Emergency Contact:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

4. Unit Owner's Insurance Contact:

Insurance Agency                      Agent Name                      Phone Number

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Insurance Carrier                      Policy Number                      Expiration Date

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5. Unit Owner's Realty Company: Is there a real estate company leasing and managing the unit on behalf of the owner? (\_\_\_\_) No (\_\_\_\_) Yes                      If yes, please complete below:

Real Estate Company Name:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Daytime Phone: \_\_\_\_\_

Agent's Evening Phone: \_\_\_\_\_

**SECTION II – TENANT/RESIDENT INFORMATION**

1. Tenant Information (Names listed on Lease Document):

Last Name                      First Name                      Daytime Phone                      Evening Phone

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Tenant's E-Mail Address: \_\_\_\_\_

3. Resident Information (List all persons who will reside in Unit and date of birth for all minor children under 18 years of age):

Last Name                      First Name                      Daytime Phone                      Evening Phone

\_\_\_\_\_  
\_\_\_\_\_

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5. Employment Information

Employer: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Alternate Phone Number: \_\_\_\_\_

4. Motor Vehicles:

Make	Model	Year	State	Tag Number
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

5. Renters Insurance Policy Information:

Insurance Agency	Insurance Carrier	Policy Number
_____	_____	_____

6. Emergency Contact:

Designated Contact Person Name: \_\_\_\_\_  
Relationship to Tenant: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_  
Evening Phone:- \_\_\_\_\_

**TENANT'S REPRESENTATIONS:**

By my/our signature(s) below, I/we affirm the following:

1. I/we acknowledge receipt of the Queen's Landing By-Laws and Rules and Regulations and agree to abide by them.

2. The information provided hereon is true and complete.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**UNIT OWNER'S REPRESENTATIONS:**

By my/our signature(s) below, I/we affirm the following:

1. I/we represent that we have provided the tenants with the Queen's Landing Declaration, By-Laws and Rules and Regulations.

2. The information provided hereon is true and complete.

Unit Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **ADDENDUM TO LEASE**

THIS ADDENDUM TO LEASE is made to the Lease (“Lease”), dated \_\_\_\_\_, between \_\_\_\_\_ (“Landlord”), and \_\_\_\_\_ (“Tenant”) for those premises known as Unit \_\_\_\_\_ (“Premises”).

### **WITNESSETH THAT:**

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, the receipt of which is hereby acknowledged, Landlord and Tenant(s) hereby agree as follows:

1. The Lease is subject to and subordinate in all respects to the provisions of the Queen’s Landing Counsel of Unit Owners, Inc., (“Association”) documents (Declaration and Bylaws) together with any and all exhibits and schedules, and the Rules and Regulations of the Association, as the same may be amended from time to time. In the event of any inconsistency between the Lease on the one part and the provisions of the Association Documents and/or Rules and Regulations on the other part, the provisions the Association’s Governing Documents shall prevail.
2. The lease grants Tenant a leasehold estate interest in the Unit. Landlord retains all membership rights in the Association including, without limitation, the right to vote. The right of the Tenant to use and occupy the premises shall be subject and subordinate in all respect to the provisions of the Declaration, By-Laws and Rules and Regulations as may be revised from time to time.
3. Tenant acknowledges receipt of a copy of the Declaration, By-Laws and the Rules and Regulations of the Association. Tenant agrees to abide by and comply with all provisions of the Declaration, By-Laws and Rules and Regulation, as may be revised from time to time, and tenant further acknowledges that Tenant’s failure to comply with the terms of the Declaration, By-Laws and Rules and Regulations shall constitute a material breach of the Lease Agreement.
4. Landlord shall register tenants and occupants of the lease by submitting the following documents to the Association’s General Manager within ten (10) days of the starting date of the term of the Lease.
  - a. A completed and signed Rent Unit Registration Form or which can be obtained at the Office or the Queen’s Landing web site.
  - b. A signed copy of the Lease.
  - c. A signed copy of the Association’s Addendum to Lease
  - d. Proof of Renters Insurance

- e. Payment in the amount of One Hundred and no/100 dollars (\$100.00) for the Rental Unit Registration Fee.

5. Commencing on June 3, 2008 and after the execution of a completed and signed Addendum to Lease, Unit Owners that have tenants residing in his or her unit shall pay a Rental Unit Registration Fee of One Hundred dollars (\$100.00). This fee shall be independent of, and shall have no effect upon, any other required fees. This fee is intended to compensate the Association for the administrative costs associated with the registration. This fee may be reviewed annually by the Board of Directors and adjusted as necessary.

Payment is due upon the execution of a completed and signed Addendum to Lease. Any payment that is not received within ten (10) days of commencement of an Addendum to Lease for a Tenant shall be considered late and subject to a late charge and the collection procedures contained in the Queen's Landing Governing Documents.

## 6. **Condition of Premises; Repairs; Inspection; Use**

a. The premises are hereby acknowledged to be in a safe condition permitting habitation and Tenant accepts said premises in such condition. Tenant agrees to keep the premises in a good, clean condition; to make no use or occupation of the premises other than as stated herein; to make no alterations, additions, or changes in the said premises or the fixtures thereof (nor to permit such to occur) without the written consent of the Landlord and with respect to the General and Limited Common Elements, the Board of Directors; to commit no waste thereon; to obey all laws, ordinances, and the Association's Declaration, By-Laws and Rules and Regulations affecting the premises

b. The Tenant agrees to promptly report to the Landlord or in an emergency the General Manager any defect or need for repairs for which the Association is responsible.

c. In addition, Tenant specifically agrees that the use of the premises shall conform to the following:

1. Right of Access. The Board or its authorized designee, on behalf of the Association, shall have an irrevocable right to enter the leased unit to inspect the same or make repairs when such inspection or repairs reasonably appear necessary for public safety or to prevent damage to the Unit, adjacent Units, Common Elements, or to enforce the provisions of the Declaration, By-Laws and Rules and Regulations. The Board or its authorized designee shall give at least twenty-four (24) hours notice to the Owners and Tenants of any Unit to be entered for the purpose of inspection of repairs. Should any Owner or Tenant, after being twice given notice, fail to allow access to his or her unit for inspection or the performance of repairs, the Board may affect such needed access at the Owner's expense. An entry by the Board or its designee, on behalf of the Association, for the purposes specified in this Section shall not be considered a trespass as provided in the Association's By-Laws. Any cost of effecting access and any maintenance, repair or replacement made by the Board to a Unit shall be assessed against the Owner's Unit and shall

become a continuing lien against the Unit and the personal obligation of the Owner pursuant to the By-Laws, and shall be collected in the same manner as an assessment.

2. Assignment or Subleasing. Tenant agrees and covenants not to assign, sublet or transfer said premises. Any attempted assignment or sublet shall be void and shall constitute a material breach of the lease.

3. Tenants and Occupants. Landlord and Tenant state for the benefit of the Association that there shall be no other tenants or occupants of the premises except as named on the Lease Registration Form and that the Landlord and Tenant acknowledge that the number of persons in the proposed Tenant household shall not be greater than is permitted by either the Lease or the county occupancy requirements, or the lesser thereof.

4. Use of Common Elements. The Landlord hereby transfers and assigns to the Tenant for the term of the Lease any and all rights and privileges that the Landlord has to use with respect to the Common Elements of the Association. Pursuant to Article 4, section 4.4 (c) of the declaration, the Landlord assigns / does not assign (choose one by circling – if one is not chosen, it will be deemed to have been assigned) to the Tenant the right to utilize the recreational facilities. If the Landlord assigns his/her rights to the Tenant, the Landlord or his family may not use the recreational facilities, provided however, that the Landlord may use the Queen's Landing Community Room as stated in the Rules and Regulations. Landlord and Tenant acknowledge that the Association reserves the right to withhold from Tenant access to the Common Element amenities in the event that Tenant fails to comply with any of the provisions of the Declaration By-Laws or Rules and Regulations of the Association.

5. Remedies of the Condominium. Landlord and Tenant acknowledge that the Association is the Third Party Beneficiary of the Lease and this Addendum to Lease and that the Board shall, after forty-five (45) days written notice to Landlord, have the power to terminate the Lease with cause as if it were the Landlord, or to bring summary proceedings to evict the Tenant in the name of the Landlord in the event of a default by the Tenant in the performance of any provisions of the Lease or of the Addendum to Lease, the Declaration, the By-Laws, or Rule and Regulations of the Association. Landlord hereby appoints the Association and its agents as his or her attorney-in-fact to take all actions that it deems appropriate on his or her behalf. All costs and attorney's fees incurred by the Association in resolving issues or to evict the Tenant will be assessed against the Unit and the Unit Owner.

6. Binding Effect. It is mutually understood and agreed that all the covenants and agreements contained in this Addendum to Lease shall be binding upon the benefit of their heirs, personal representatives, successors and assignee(s) of the Landlord, Tenant, and the Association. Further, the parties agree that all the covenants and agreements contained in this Addendum to Lease shall prevail. Further, in the event that two or more persons or entities are listed above as Tenants, the liability of such persons or entities shall be joint and several.

7. Default. It is understood and agreed that this Addendum to Lease is and shall be subject in all respects to the Declaration, By-Laws, Rules and Regulations of the Association, and that any failure by Tenant to conform with the foregoing shall constitute a default

under this Addendum to Lease which may be cured by Landlord in the manner set forth in the Lease Agreement and which may be further cured by the Association in the manner set forth in Paragraph 6(c)(5) hereof.

**7. Insurance**

a. Tenant acknowledges that Tenant is required to obtain and maintain a Renter's Insurance policy which provides both property damage and liability coverage for the Tenant and his or her guests during the term of the lease. The liability coverage provided by said policy shall be not less than \$100,000.00. Tenant shall provide Landlord with a certificate of insurance evidencing compliance with this section. Failure by a Tenant to obtain or maintain renter's insurance will be deemed a material breach of the Addendum of Lease. Landlord acknowledges and states for the benefit of the Association that Landlord is responsible for ensuring that the Tenant obtains and maintains the proper renter's insurance policy referenced above. In the event that the Tenant fails to obtain or maintain a renter's insurance policy, the Landlord acknowledges that he or she is personally liable for any damage which is not covered by the Association's master casualty insurance policy or Landlord's insurance policy, if any.

b. Landlord acknowledges and states for the benefit of the Association that in the event of an insured loss to a Unit or common element under the Association's master casualty insurance policy, if the loss is caused by anything in a Unit or for which the Landlord as the Unit Owner has the maintenance, repair or replacement responsibility, then the deductible amount of \$1,000.00 or such greater amount as may be permitted from time to time by the Maryland Condominium Act under the Master Policy shall be paid by Landlord without regard to the negligence of the Landlord or his or her tenant, guest or invitee. The cost of the deductible shall constitute a lien upon the Unit and collected in the same manner as an assessment.

c. Landlord and Tenant acknowledge and agree that in the event of an insured loss under the Association's master casualty insurance policy caused by the negligence or willful misconduct of Tenant, the insurance carrier has the ability and the right to subrogate any and all claims against the Tenant.

8. Landlord acknowledges that he or she is required to provide the Association with his or hers current mailing address and phone number, and must notify the Association of any change of the Landlord's address within ten (10) days of the change.

9. The Lease and this Addendum to Lease shall be governed by and construed in accordance with Maryland law.

