

New Subsections 3.1(c) and (d) of Rules

(c) Required Written Agreements Between Unit Owners and Tenants of Units. In addition to the provisions relating to the lease or rental of a Unit referred to in subsection (b), any Unit Owner who leases a Unit or otherwise grants exclusive possession of the Unit to another Person and the tenant or other occupant of the Unit shall execute an addendum to any such lease or instrument which shall contain the following provisions which, in the opinion of the Executive Board, will help to ensure that the tenant or other occupant, as well as the Unit Owner, abides by the Community Documents:

- (i) a requirement that the Association shall be notified in writing of the names, work addresses, telephone numbers, and motor vehicle information for all tenants and occupants;
- (ii) a requirement that the Unit Owner shall furnish the tenants or other occupants with a copy of the Community Documents and an acknowledgement by the tenants and other occupants that they have received the copy;
- (iii) an acknowledgement by the tenants and other occupants that they are aware that the Unit is located in the Autumn Estates Association/ Common Interest Community and that they agree to be bound by the terms of the Community Documents as if these terms were contained in the lease of the Unit;
- (iv) an agreement by the tenants and other occupants that the Association has all of the same enforcement powers against the tenants and other occupants as it has against the Unit Owner, including the power to fine after Notice and Hearing;
- (v) an agreement by the tenants and other occupants and the Unit Owner landlord that if the tenants or other occupants violate any of the provisions of the Community Documents, or the Act, the Association has the same power to bring a summary process action against them that the Unit Owner landlord has for a violation of the lease;
- (vi) an agreement by the tenants and other occupants and the Unit Owner that they will be jointly and severally liable to the Association for any assessment against the Unit, including, but not limited to, fines, attorney's fees and costs, charges resulting from misconduct, and any other sums that may be due to the Association, as a result of the occupancy of the Unit by the tenants or other occupants or by their conduct or the conduct of the members of their household or their guests in the Common Interest Community;

- (vii) an agreement by the tenants and other occupants and the Unit Owner landlord that copies of any notice relating to the occupancy of the Unit or the Common Interest Community by the tenants and other occupants which the Association is required to give or may choose to give may, at the Association's option, be given to both the Unit Owner and the tenants and other occupants;
- (viii) an agreement by the Unit Owner landlord and the tenants and other occupants that the Association shall not be liable to any of them for any action it takes in good faith to enforce the terms of the Community Documents or the Act against the tenants and other occupants including, but not limited to, bringing a summary process action; and
- (ix) an agreement by the Unit Owner landlord and the tenant or other occupant of the Unit that all provisions of the addendum shall supersede, and have priority over, any contrary, inconsistent or other provision contained in the lease.

(d) No later than the time the tenants or other occupants first occupy the Unit, the Unit Owner shall furnish the Association with (i) a copy of the lease executed between the Unit Owner landlord and the tenants or other occupants; and (ii) a copy of the addendum contemplated by subsection (c) hereof, executed by the parties, together with any other documents and information which the addendum requires to be furnished to the Association.