



Date: Monday, September 28th, 2026

Subject: Newtown Grant New Leasing Regulations Resolution Amendment

Dear Homeowner,

Newtown Grant Homeowners Association (Master Board) has put forth an Amendment To The Declaration Of Covenants, Conditions and Restrictions for Newtown Grant Homeowners Association to adopt New Leasing Regulations as it pertains to any rental property within Newtown Grant in order to prevent the unregulated leasing of Units from having a negative financial impact on the Association, the Board of Directors believes it is to be in the best interest of the Association to implement reasonable Rules and Regulations concerning the rental/leasing of Units and adopt a uniform Lease Addendum and Lease Registration form in order to effectively carry out the objectives of the Declaration.

Enclosed in this communication is a copy of the proposed new leasing regulations resolution amendment. To view the full resolution including the associated lease addendum and census please visit www.newtowngrant.org or you may pick up a copy from the management office during business hours.

Newtown Grant residents will have the opportunity to provide feedback to the Newtown Grant Master Board at the next Master Board Meeting scheduled for Wednesday, October 28th at 7:00pm that will be held in the Clubhouse Banquet Room.

Sincerely,
Rob DeGeorge
Community Manager
Newtown Grant Master Homeowners Association Board
215-968-3789 x 2
rob.degeorge@fsresidential.com

**RESOLUTION OF THE BOARD OF DIRECTORS OF
NEWTOWN GRANT HOMEOWNERS ASSOCIATION
ADOPTING LEASING REGULATIONS**

WHEREAS, Newtown Grant Homeowners Association is a master association which administers, operates, maintains, and repairs certain units and common facilities of the Newtown Grant community (the "Master Association").

WHEREAS, the Master Association is created and governed by a Declaration of Covenants, Conditions and Restrictions for Newtown Grant, recorded in the Office of the Recorder of Deeds of Bucks County in Deed Book 2649 at pages 886 et seq. ("Declaration") and Bylaws adopted pursuant thereto.

WHEREAS, Newtown Grant is a large-scale development consisting of 1,760 homes allocated among thirteen (13) "Cluster Associations", located in Newtown Township, Bucks County, Pennsylvania.

WHEREAS, pursuant to Article V of the Bylaws for Newtown Grant, the affairs of the Association are governed by a Board of Directors, which inter alia is expressly vested with the following powers:

(f) Adopt, amend, and publish Rules and Regulations covering the details of the operation and use of the Property including, but not limited to, pet controls; and

(i) Enforce obligations of the Members and do anything and everything else necessary and proper for the sound management of the Property, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Master Declaration, these By-Laws and any Rules and Regulations governing the Property or Members. The Board shall also have the power to levy fines against any Member(s) for violations of any of the foregoing. Except with regard to late payments, before any fine is imposed by the Board, the Member accused shall have been given notice and afforded an opportunity to be heard with respect to the alleged violation in a manner consistent with the principles of due process of law; and

(s) Do all things necessary or desirable in order to perform its duties and responsibilities.

WHEREAS, Article III, Section 4 (l) of the Declaration provides that:

The Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of these restrictions and the Declaration and shall have the right to bring lawsuits to enforce the rules and regulations promulgated by it.

WHEREAS, in order to prevent the unregulated leasing of Units from having a negative impact on the Association, the Board of Directors believes it to be in the best interest of the Association to implement reasonable Rules and Regulations concerning the rental/leasing of Units and adopt a uniform Lease Addendum and Lease Registration form in order to effectively carry out the objectives of the Declaration.

NOW THEREFORE, pursuant to Article V of the Bylaws and Section 5221 of the Act, the Board of Directors hereby **RESOLVES** as follows:

1. The Association hereby adopts the attached Lease Addendum and Leasing Registration, subject to the requirements, policies, and procedures set forth therein. All proposed leases for Units ("Lease") in the Association **must** be accompanied by the attached **Lease Addendum** executed by both the Owner and tenant ("Tenant"), **Leasing Registration**, and **Occupancy Census Form**.

2. A copy of the Lease (accompanied by the completed Lease Addendum, Leasing Registration, and Occupancy Census Form), and/or the renewal of an existing Lease, must be presented to the Association or its Managing Agent within fifteen (15) days of the effective date of the lease and occupancy of the Unit by Tenant. Failure to submit a new lease agreement with the above-mentioned documents within fifteen (15) days will result in a \$100.00 per month fine. Current leases that have not been submitted; have within fifteen (15) days of the adoption of this agreement to submit a copy of the current lease agreement executed with the above-mentioned documents. Failure to do will result in the current lease agreement being reclassified as new lease agreement and will be subjected to a \$100.00 per month fine and a \$200.00 leasing fee.

3. Census forms are also required for occupants of Units that are solely non-owner occupied, whether or not a formal Lease agreement exists (such as for occupancy solely by Unit Owner relatives).

4. Failure to supply a copy of the Lease, executed Lease Addendum, Leasing Registration, and/or Occupancy Census Form prior to a tenant moving into the Unit will result in a fine in accordance with the Enforcement Procedures Resolution. It is the responsibility of the Unit Owner to make sure all required documentation is received in the management office prior to the Tenant moving into the Unit.

5. In the event of a violation of this Resolution, the Board of Directors specifically reserves the right to resort to any and all legal remedies available to it, including assessment of fines, filing of legal action, or both.

6. Submission of the Lease, Lease Addendum, Lease Registration Form, and Occupancy Census Form shall accompany payment in the amount of \$200.00, representing an administrative fee for maintenance and retention of leasing files. The administrative lease fee is charged at any time a new tenant moves into any Unit.

7. Any amounts due hereunder shall be collected in the same manner as assessments.

ATTEST:

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Date

,

Date

5. Landlord's Obligation and Status. It is expressly understood and agreed that leasing of a Unit shall not affect the liability of the Owner with respect to their obligation under the Governing Documents of the Association. By leasing the Unit, the Owner shall automatically have assigned all rights of use and occupancy of the Unit and Common Elements (including all recreational facilities) to the Tenant, retaining, however, the right to vote and attend annual and special meetings.

6. Assignment and Subletting. The Tenant shall not be permitted to assign or sublet this Lease without approval from the Association, and it is hereby agreed and understood that any levy upon or sale of the Unit upon execution or other legal process, or assignment or sale of the Unit pursuant to a petition in bankruptcy by the Tenant, shall be deemed and taken to be an invalid assignment of the Lease.

7. Amendments and Modifications. If this Lease is amended, extended, or modified in any form (except as to the monthly rental amount), a written copy must be presented to the Association or its Managing Agent within fifteen (15) days of its execution. This Addendum shall survive any modification or extension of the Lease.

8. Conflict between the Terms of the Addendum and the Terms of the Lease Agreement. To the extent that any terms or conditions of the Lease to which this Addendum is attached shall conflict with this Addendum, the terms and conditions of the Addendum shall control and govern.

9. Enforcement. The Association shall be a third-party beneficiary of the terms and conditions of the Lease and shall have the right to enforce same. Furthermore, in the event a Tenant is in violation of the Lease, the Declaration, the By-Laws, or the Rules and Regulations, then the Tenant and the Landlord shall be jointly and severally liable for any fines, late charges, attorneys' fees, and court costs assessed and incurred by the Association in the enforcement against the Tenant and/or the Landlord.

In the event a tenant of a Home fails to comply with the provisions of this Declaration, the By-Laws, or the Rules and Regulations, then, in addition to all other remedies which it may have, the Homeowners' Association shall notify the Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within fifteen (15) days after such notice. If such violation(s) is not remedied within said fifteen (15) day period, then the Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Homeowners' Association. In the event the Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees and costs incurred.

Landlord

Tenant

Landlord

Tenant

Date: _____

**NEWTOWN GRANT HOMEOWNERS ASSOCIATION
LEASING REGISTRATION**

I. INTRODUCTION AND BACKGROUND

- The leasing of Units is governed by the Rules and Regulations adopted by the Board of Directors.

II. LEASING POLICIES AND PROCEDURES

- *Attached hereto is a copy of the Lease Addendum, which sets forth the relevant policies and procedures and must be executed and submitted to the Board of Directors or the Managing Agent with this completed Registration, in addition to the Lease and/or renewal of an existing lease and Occupancy Census Form, within least fifteen (15) days of the effective date of the lease and occupancy of the Unit by tenant.*

III. LANDLORD INFORMATION

NAME OF LANDLORD(S)/UNIT OWNER(S)

ADDRESS

OFFSITE ADDRESS

CONTACT INFORMATION

(____)-____-_____
Phone

(____)-____-_____
Fax

E-Mail Address

EMERGENCY CONTACT

Name

(____)-____-_____
Phone

IV. TENANT/OCCUPANT INFORMATION

TENANT(S) INFORMATION

Name

(____)-____-_____
Phone

(____)-____-_____
Fax

E-Mail Address

Name

(____)-____-_____
Phone

(____)-____-_____
Fax

E-Mail Address

EMERGENCY CONTACT

Name

(____)-____-_____
Phone

Name

(____)-____-_____
Phone

OCCUPANT(S) INFORMATION

Name

(____)-____-_____
Phone

(____)-____-_____
Fax

E-Mail Address

Name

(____)-____-_____
Phone

(____)-____-_____
Fax

E-Mail Address

V. LEASE TERM_____
Lease Start Date_____
Anticipated Lease End Date

Option to renew? ____ Yes

____ No

Renewal Period _____

Intent to renew? ____ Yes

____ No

By signing below, I agree that all of the above information is true and correct to the best of my knowledge. I further agree to abide by the provisions set forth in the Declaration governing leasing and all policies and procedures set forth above and in the Addendum to Lease and as may be adopted by the Board of Directors from time to time.

Date of Submission:

Signature of Landlord

Date of Submission:

Signature of Tenant