

STANDARD RESIDENTIAL LEASE
White Cliffs Community Association
Plymouth, Massachusetts

NOTE: This is a legal document. Consult with a qualified legal professional before signing.

THIS LEASE, made as of _____, 20__ by and between
_____ (“Owner(s)”) and
_____ (“Tenant(s)”).

As used in this Lease, the words “we,” “us,” and “our” means the Owner, and the words “you,” “yours” and “yourself” means the Tenant and Tenant’s immediate family members.

We hereby lease to you and you hereby lease from us, **Unit** _____ of the
_____ (“the Condominium”), with a
street address of _____, Plymouth,
Massachusetts (the “Unit”). (“Unit” includes condominiums, townhouses, and single-family
homes in the White Cliffs Community.) You and we agree to the following terms:

1. **TERM.** The term of this Lease starts on _____, 20__, and ends on
_____, 20__. [NOT TO BE LESS THAN FOUR WEEKS.]

2. **RENT.** You will pay monthly rent in the amount of \$ _____
on the _____ day of each calendar month, which shall be made payable to us at the address
set forth below. Any other payments which you are required to make to us under this Lease, as
reimbursements for work performed or for amounts paid by us on your behalf or otherwise, will
constitute additional rent and will be payable within five days of notice from us to you.

Any rent not paid, for whatever reason, within ten days of the due date will incur a late
charge of \$15.00 to defray additional costs and expenses incurred in administering delinquent
accounts.

3. **USE.** You will only use the Unit as a dwelling for yourself and your guests. You
agree not to allow anyone to live in the Unit who is not either a Tenant under this Lease or your
guest.

4. **ASSIGNMENT, SUBLETTING, AND TIMESHARING.** You will not assign
this Lease, sublease the Unit, or allow any other people to live in the Unit. Residence pursuant
to timesharing plans is not permitted.

5. **CONDOMINIUM RULES AND WHITE CLIFFS COMMUNITY
ASSOCIATION RULES.** The Unit is located in one of the residential condominiums,
townhouses, or single-family homes that makes up the White Cliffs community. This Lease is
subject in every respect to the Master Deed, By-Laws, and Rules and Regulations of the

Condominium in which it is located, and to the Declaration of Covenants, Easements and Restriction, By-Laws, and Rules and Regulations of the White Cliffs Community Association, Inc (“WCCA”). You will reimburse us the amount of any fines or penalties levied by the Condominium or WCCA because you violated any regulations, rules or requirements of the Condominium or WCCA.

6. FEES.

(a) Owner fees: During the term of this Lease, Owner shall be responsible for all common area fees, assessments, and expenses for the Unit owed to the Condominium in which it is located, and to WCCA for all fees, assessments, dues and expenses owed to it. If Owner fails to pay same, the Condominium and/or WCCA may collect rent otherwise due from the Tenant to the Owner in accordance with the provisions of M.G.L. c. 183A, § 6(c), until the Owner’s obligations are paid in full and, pursuant to said statute, the Owner may not retaliate or take action against the Tenant in any way.

(b) Tenant fees: During the term of this Lease, Tenant shall be responsible for all fees incurred by him or her or anyone residing in or visiting the Unit, including, but not limited to, the costs of food and beverages, pro shop charges, merchandise charges; golf cart fees, and any food and beverage minimums. If Tenant fails to pay same, Owner will be responsible for the unpaid balance.

7. RIGHTS OF TENANT IN WCCA. Upon execution of this Lease and payment of the transfer fee established by WCCA, the Tenant shall be entitled to exercise all rights and privileges of the Owner with respect to WCCA, with the exception of voting rights. If the Owner wishes to exercise concurrent rights and privileges in WCCA, Owner must pay a user fee in an amount determined by WCCA.

8. CARE OF UNIT. You will keep the interior of the Unit and all fixtures and appliances in good order and repair and in a clean and safe condition. You will remove all garbage and other waste in a clean and safe manner in accordance with all rules and requirements of the Condominium and WCCA. You will use all electrical, plumbing, heating, air conditioning, laundry, and other facilities and appliances in a reasonable manner.

You will not destroy or damage any part of the Unit or the common areas of the Condominium or any of our furnishings, items of personal property or appliances in the Unit. You will not remove any furnishings or appliances from the Unit. At your expense, you will be responsible to repair any damage to the Unit during your tenancy, except that which is caused by our acts or negligence, and to reimburse us for the cost of any damage to the common areas caused by you or any party for whom you are responsible, and to replace or reimburse us for any of the furnishing, items of personal property, or appliances which are missing from the Unit when you leave.

If you fail to perform any of your obligations under this Paragraph after we give you notice, we may perform those obligations on your behalf and charge you for any costs we incur

in doing that as additional rent.

Owner shall provide to Tenant and the Condominium Association in which Unit is located a contact number for repairs and maintenance. Tenant shall provide to Owner, WCCA, and the Condominium a permanent address, telephone number, and email address.

A Statement of Conditions on which may be recorded the condition of the Unit upon the inception of the Lease is attached as Attachment A.

9. **UTILITIES [DELETE IF NOT APPLICABLE].** You will pay for the utilities and services in the Unit as follows: _____.

10. **ENTERING UNIT.** We may enter the Unit at reasonable times to inspect the Unit and to make necessary repairs or changes that we are required to make. We may also enter the Unit at reasonable times to show the Unit to possible or actual purchasers, mortgage lenders, tenants, workmen, or contractors. We will give you reasonable notice of our intent to enter the Unit. You will not unreasonably deny us the right to enter the Unit. We may also enter the Unit at any time without your consent in case of emergency.

11. **DAMAGE TO UNIT.** You will notify us immediately of any damage to the Unit, no matter what the cause, and if the damage is caused by fire or other casualty, we will have the right to repair and restore the Unit within a reasonable period after the damage occurs. If the Unit is not usable as a result of damage caused by fire or other casualty you will not have to pay rent for the period between the date on which the damage occurs and the date on which the Unit is again usable unless the damage results from your negligence or intentional acts or you continue to occupy any portion of the Unit, in which case, you must continue to pay rent during that period. If you continue to occupy any portion of the Unit after a fire or other casualty not resulting from your negligence or intentional acts, your rent will be reduced to reflect any decrease in the fair rental value of the Unit.

If any part of the Unit is damaged by fire or other casualty, we shall have the right to cancel this Lease. If we decide to cancel the Lease, we will give you notice within fifteen days after the date of the fire or other casualty occurs. The Lease will end on the date that we give our notice to you. If we do not cancel this Lease, we will repair the damage within a reasonable time.

12. **CONDEMNATION.** If any part of the building is condemned, we shall have the right to cancel this Lease. If we decide to cancel the lease, we will give you notice within fifteen days after the date of the condemnation. The lease will end no sooner than ninety days after the notice.

13. **CHANGES.** You will not make any changes in the Unit or change the appearance of any walls, floors, carpeting, windows, doors, appliances, fixtures, or furnishings without our permission.

14. **REMOVAL OF PROPERTY.** When this Lease ends, you will leave the Unit and remove all your property. You will leave the Unit in good and clean condition, with all repairs which you are required to perform hereunder completed. If you fail to leave the Unit in the condition required by this Paragraph, we may perform any necessary work on your behalf and charge the cost to you. Without limitation, we may remove and dispose of any of your property which remains in the Unit after you have left without any responsibility or liability to you. This paragraph will survive the expiration or earlier termination of this Lease.

15. **CHARACTER OF WCCA. THE BUILDING BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN WHITE CLIFFS COMMUNITY ASSOCIATION, NOT A RENTAL APARTMENT COMPLEX. THE UNITS ARE OCCUPIED BY INDIVIDUAL OWNERS (EXCEPT FOR UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE UNITS WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL COMPLEX. THE TENANT, BY SIGNING THE LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED AND BY-LAWS OF THE CONDOMINIUM ASSOCIATION, THE DECLARATION OF THE COMMUNITY ASSOCIATION AND THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE BOARD OF GOVERNORS OF THE COMMUNITY ASSOCIATION AND, IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES, AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE.**

16. **DEFAULT.** You will be in default under this Lease if:

(a) You do not make a payment of rent or additional rent within thirty days after it is due or within five days after notice from us, whichever is sooner, provided that a notice given with respect to a regularly scheduled rent payment will not be effective prior to the scheduled due date;

(b) You fail to observe any of the requirements of this Lease or to do any of the other things you agree to do hereunder and do not correct such failure within five days after notice from us (provided that only one notice shall be required with respect to any such failure and no further notice will be required for the same or any similar failure thereafter in order for the same to constitute a default);

(c) You fail to make timely payment of expenses due to WCCA, including, but not limited to food and beverage charges, pro shop or merchandise charges; golf cart fees, and any unused food and beverage minimums;

(d) You vacate the Unit or no longer live in the Unit; or

(e) You fail to comply with the Master Deed, By-Laws, and Rules and Regulations of the Condominium or the Declaration of Covenants, Easements and Restrictions, By-Laws, and Rules and Regulations of WCCA.

If you are in default, for any reason, WCCA shall have the right to provide written notice of your default to you, by leaving a copy of the notice at the Unit, and to the Owner, by mailing a copy of the notice registered or certified mail, return receipt requested. If your default continues for five days after notice of such default is served, the WCCA shall have the right to levy a fine against the Owner *and* terminate this Lease by giving you seven days notice. Thereafter, the WCCA may serve upon you a notice to quit and initiate summary process proceedings to evict you in the name of the WCCA or in the name of the Owner. All expenses incurred by the WCCA in giving notices, notices to quit, and pursuing summary process actions and appeals therefrom are chargeable to the Owner and shall become a common charge on the unit.

Owner will make reasonable efforts to inform rental agencies of the Rules and Regulations of WCCA and will, at Owner's initiative and expense, provide the Tenant with copies of Master Deed, By-Laws, and Rules and Regulations of the Condominium and the Declaration of Covenants, Easements and Restrictions, By-Laws, and Rules and Regulations of the WCCA. A copy of Article XX, Section 2.4 of the By-Laws of the WCCA is attached to this Lease as Attachment B and hereby is incorporated. The provisions thereof shall take precedence over all other provisions of this Lease, but shall not apply to first mortgagees in possession of the Unit.

17. **SECURITY DEPOSIT** [DELETE IF NOT APPLICABLE]. You will deposit with us upon the signing of this Lease the sum of \$ _____, not to exceed one month's rent, as a security deposit. If you are in default under this Lease, we may use the security deposit

to pay the rent or any other money you owe us under this Lease. If you fulfill all of your agreements under this Lease, we will return the security deposit to you within thirty (30) days after the lease ends, less any monies needed to repair any damage to the Unit. You must complete the "Statement of Conditions" attached hereto as Attachment A and return to Owner within fifteen days of your moving into the Unit, or within fifteen days of receiving the "Statement of Conditions," whichever is later.

18. **LAST MONTH'S RENT [DELETE IF NOT APPLICABLE].** You will deposit with us upon the signing of this Lease the sum of \$ _____ as last month's rent. This payment will be used as payment for the last month of your tenancy under this Lease.

19. **SALE OF PROPERTY.** If we sell or transfer the Unit, we will not have any further liability to you under this Lease for any event that happens after you receive written notice that we have sold or transferred the Unit.

20. **HOLD-OVER.** If you continue to occupy the Unit with our consent after the term of this Lease, you will be a tenant at will on a monthly basis and all the other terms of this Lease will still apply. In that case, either you or we can terminate your tenancy upon thirty days notice to the other. If you continue to occupy the Unit after the term without our consent or after the Lease has been terminated, as hereinabove provided, you will be a tenant at sufferance, we will be entitled to evict you from the premises at any time and the rent for any period during which you have not vacated the Unit will be one hundred and fifty (150%) percent of the rent otherwise payable hereunder.

Owner shall notify the Condominium and WCCA of any change in the status of the tenancy within ten days of same occurring.

21. **RENEWALS OR EXTENSIONS OF THIS LEASE.** Any renewal or extension of this Lease is subject to the prior, written approval of WCCA and the Condominium in each instance. Such approval shall not limit the rights or remedies available to WCCA or the Condominium in the event of a subsequent default.

22. **COPIES OF THIS LEASE TO WCCA AND THE CONDOMINIUM.** The Owner shall provide the Condominium and WCCA with a copy of this signed Lease prior to occupancy.

23. **NOTICES.** All notices to Owner under this Lease, including any legal notice or service of process, will be sent to the Owner at:

Telephone: (_____) _____ - _____

We may designate a different address and will give you written notice of any such changes in address.

All notices to Tenant under this Lease will be sent to you at the Unit address.

24. **SEPARATE PROVISIONS.** If any provision of this Lease is invalid or unenforceable, the other provisions of this Lease will still apply.

25. **BINDING EFFECT.** This Lease shall be binding upon you and us and our and your respective successors, heirs, executors and administrators.

26. **TERMINATION OF PRIOR TENANCIES.** By the execution of this Lease, we and you intend to terminate and hereby do terminate all prior leases, licenses and tenancies which you held or to which you were a party with respect to the Unit, effective as of the effective date of this Lease.

27. **NON-LIABILITY OF WCCA AND THE CONDOMINIUM; INDEMNIFICATION.** It is expressly understood and agreed that neither WCCA or the Condominium shall ever bear any personal or individual responsibility with respect to this Lease, and if any claim or lawsuit is brought against one or both of them under this Lease, Owner or Tenant, as the case may be, will indemnify them and hold them harmless.

The Tenant also agrees to indemnify, defend and hold the Owner harmless from any injury, loss or damage suffered by Tenant or by any person or property that occurs at the premises or in any common area during the Lease, except for any injury, loss or damage cause by negligence or unlawful act of the Owner or for which the Owner is statutorily liable. In the event that the Owner reasonably requires services of an attorney to enforce the terms of the lease or to seek to recover possessions or damages, the Tenant shall pay the Owner the reasonable attorney's fee incurred and all costs, whether or not a summary process action or other civil action is commenced or a judgment is obtained.

28. **WCCA AND CONDOMINIUM AS THIRD-PARTY BENEFICIARIES.** It is expressly understood and agreed that WCCA and the Condominium are third-party beneficiaries of this Lease. WCCA and the Condominium, or both, may pursue any remedies available, including, but not limited to the filing of a lawsuit, to enforce the provisions of this Lease.

29. **ADDITIONAL PROVISIONS**

Owner:

Date: _____

Owner:

Date: _____

Tenant:

Date: _____

Tenant:

Date: _____

Attachment A

STATEMENT OF CONDITIONS

This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. If it is correct you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the lessor or his agent within fifteen days after you receive this list or within fifteen days after you move in, whichever is later. If you do not return this list, within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

Address of Unit: _____

Date of Move-In: _____

Room 1: _____

Move-In Condition:

Room 2: _____

Move-In Condition:

Room 3: _____

Move-In Condition:

Room 4: _____

Move-In Condition:

Room 5: _____

Move-In Condition:

Room 6: _____

Move-In Condition:

General Comments:

Signature of Owner: _____ Date: _____

Signature of Owner: _____ Date: _____

Signature of Tenant: _____ Date: _____

Signature of Tenant: _____ Date: _____

Attachment B

WCCA By-Laws, Article XX, Section 2.4

Section 2: Leasing Conditions

Any Unit Owner may lease or rent his Unit, subject, however, to the following conditions. Any lease or occupancy agreement shall:

.....

4. Contain the following section in addition to [the notice set forth in Paragraph 15 of the Lease]:

Any failure by the tenant to comply in all respects with the provisions of documents listed in [Paragraph 15 of the Lease] shall constitute a material default in this lease, and in the event of such default, the Board of Governors shall have the following rights and remedies against both the Unit Owner and the tenant in addition to all other rights and remedies that the Board and the Unit Owners (other than the Owner of the affected Unit) have or may in the future have against both the Owner of the affected Unit and the tenant, all rights and remedies of the Board and the Unit Owners (other than the Owner of the affected Unit) being deemed at all times to be cumulative and not exclusive:

- a. The Board shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the Unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the Owner of the Unit as such address then appears on the records of the Community Association, or by delivery of said notice in any other manner permitted by law.
- b. If the default continues for five (5) days after the giving of said notice, then the Board shall have the right to:

Levy fines against the Owner of the affected Unit, and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law in the name of the landlord (Unit Owner) or in the name of the Board, or both. In case of tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In case of a lease, seven (7) days shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinbefore. Thereafter, the Board may initiate and prosecute a Summary Process Action against the tenant under the provisions of General Laws, Chapter 239, in the name of the landlord, or in the name of the Board, or both.

- c. The Board shall be entitled to levy a fine, or fines, or give a notice, or notices to quit,

followed by a Summary Process of Action or Actions, and the Board's election to pursue any of the foregoing remedies shall in no way prohibit them from pursuing all of the foregoing remedies, either at the same time, or in the event of any further default.

- d. All of the expenses of the Board in giving notices, and notices to quit, and maintaining and pursuing Summary Process Actions and any appeals therefrom shall be entirely at the expense of the Owner of the affected Unit, and such costs and expense may be enforced and collected against the Unit Owner and Unit as if the same were common charges owed by the Unit or Unit Owner.
- e. The Unit Owner shall make reasonable effort, at his or her expense and upon his or her initiative, to inform rental agents of the provisions of this section, and shall, at his or her expense, and upon his or her initiative, furnish copies of the Condominium Documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section.
- f. Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Board in each instance. Such approval shall not limit any rights or remedies of the Board or Unit Owners in the event of a subsequent default.
- g. A true copy of the lease or occupancy agreement shall be delivered to the office of the Association forthwith upon its execution.
- h. The provisions of this section shall take precedence over any other section in the lease or occupancy agreement.
- i. Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that neither the Board members, nor the Unit Owners, shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.
- j. Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section.
- k. Notwithstanding anything to the contrary in this section, it is expressly understood and agreed that the provisions of this section shall not apply to any first mortgagee in possession of a Unit following default by the Unit Owner in his or her mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.