

FAIRFIELD HOUSE CONDOMINIUM UNIT OWNERS ASSOCIATION

POLICY RESOLUTION NO. 14-~~4~~

(Policy and Procedures Concerning the Leasing of Residential Units)

WHEREAS, Article III, Section 2 of the Bylaws of Fairfield House Condominium (“Bylaws”) provides the Board with the power to adopt rules and policies for the Association;

WHEREAS, Article XI, Section 1(f) of the Bylaws places certain limits and restrictions on the lease or rental of residential units;

WHEREAS, Article XI, Section 1(f) of the Bylaws provides that any lease agreement must be for a period no less than six (6) months and must be subject to the rules and regulations set forth in the Declaration, Bylaws and in the other Association documents;

WHEREAS, Article XI, Section 1(f) of the Bylaws allows the Board of Directors to provide a suggested lease agreement;

WHEREAS, Article XI, Section 1(f) of the Bylaws further provides that a violation of Association covenants or rules by a Tenant shall constitute a breach of the lease agreement;

WHEREAS, Article VI, Section 9 of the Bylaws provides that if a Tenant breaches his lease by failing to comply with the Declaration, Bylaws or rules and regulations, the Board may require the Unit Owner to secure the eviction of the Tenant; and

WHEREAS, Article X, Section 1(g) of the Bylaws provides that a Unit Owner's failure to comply with the Association's Declaration, Bylaws or rules and regulations shall subject the Unit Owner to other penalties that may be established by the Board; and

WHEREAS, the Board of Directors desires to establish uniform procedures regarding the leasing of residential units and the reporting of information about the leasing of residential units.

NOW THEREFORE, be it resolved that the following policy and procedures shall govern the leasing of units within the Association:

I. DEFINITIONS

- A. “Tenant” refers to the lessee or lessees of the unit.
- B. “Unit Owner” refers to a Residential Unit Owner.
- C. “Unit” refers to a Residential Unit.

II. REQUIREMENTS OF THE OWNER

- A. Within fourteen (14) days of the date of execution of a lease by a Unit Owner, the Unit Owner must submit to the Association's managing agent a copy of the lease, which must comply with the provisions of this resolution. The written lease must be for at least a six-month term and must provide that any failure by the Tenant to comply with the Association's Declaration, Bylaws, policies or rules and regulations shall constitute a default under the lease which requires the Unit Owner to evict the Tenant. All owners are encouraged to utilize the Lease Addendum form attached as Exhibit A.
- B. The Unit Owner must provide a copy of the Association's documents, including the Declaration, Bylaws, and duly adopted Policies, Rules and Regulations, to the Tenant prior to the Tenant taking possession of the Unit.
- C. The Unit Owner must comply with all federal, state and local laws and ordinances to which the Unit Owner is subject in his/her role as a landlord, including but not limited to any federal or state fair housing laws.
- D. The Unit Owner must provide the Association with his or her off-site address, phone number and email address for any period of time during which the Unit Owner does not occupy the Unit. The Unit Owner must update the Association of any changes in off-site address, phone number or email address within ten (10) days of any change.
- E. The Unit Owner must provide the Association's managing agent with the names, dates of birth, and contact information for all Tenants residing in the Unit. This shall include any phone numbers and email addresses of the Tenants.
- F. The Unit Owner shall be jointly and severally liable with the Tenant for any damage to the Common Elements of the Association or to other Units, and any related costs, including actual attorney's fees incurred (whether or not a suit is actually commenced in court), caused by the act, omission, neglect or carelessness of Tenant or that of Tenant's family, guests, invitees, licensees, employees or agents.

III. REQUIREMENTS OF THE TENANT

- A. The Lease or Lease Addendum must require the Tenant to abide by the Association's Declaration, Bylaws, policies and rules and regulations. In addition, the Tenant's family, friends, invitees, licensees, employees and agents are also bound by the Association's Declaration, Bylaws, policies and rules and regulations.
- B. Tenant shall not have the right to assign or sublet the premises or allow any other person to occupy the leased premises without the Association's prior written consent.

- C. Tenant shall not make any material or structural alterations to the premises without the Unit Owner's and Association's prior written consent.
- D. Tenant shall comply with all building, zoning, and health codes and other applicable laws for the use of said leased premises.
- E. Tenant shall use the Unit as a residential dwelling and shall not conduct on the premises any activity deemed by Unit Owner or Association in the Board's sole discretion to be hazardous, a nuisance, or requiring an increase in fire or hazard insurance premiums.
- F. The Tenant shall be jointly and severally liable with the Unit Owner to the Association for any damage to the Common Elements of the Association or to other Units, and any related costs, including actual attorney's fees incurred (whether or not a suit is actually commenced in court), caused by the act, omission, neglect or carelessness of Tenant or that of Tenant's family, guests, invitees, licensees, employees or agents.
- G. The Tenant shall defend, indemnify and hold harmless the Association from and against any claim, injury or damages, direct or indirect, including actual attorney's fees, incurred as a result of Tenant's occupancy of the Unit or from any non-compliance by Tenant with the provisions of the Association's Declaration, Bylaws, policies or rules and regulations, or any other covenant of the Lease.

IV. REMEDIES FOR NONCOMPLIANCE

- A. If the Unit Owner fails to file a copy of the lease and/or the Lease Addendum with the Association within fourteen (14) days of the date of execution of the lease, the Association will notify the Unit Owner. Additionally, the Board shall have the power to bring an enforcement action against the offending Unit Owner pursuant to its authority created by Virginia Code Section 55-79.80:2 or pursuant to the authority bestowed upon the Board in the Association's governing documents or take any other legal action available to compel compliance. Enforcement action may also include the revocation of the Unit Owner's and Tenant's parking privileges within the Common Area in accordance with any due process requirements under the Association's governing documents and the Virginia Condominium Act.
- B. If the Tenant violates any provision in the Association's Declaration, Bylaws, policies or rules and regulations, it shall be considered a default of the lease.
- C. Upon such violation, the Association has the right to send a certified letter to the Tenant and Unit Owner and, if such letter is sent, the Tenant must cure all violations by the date noted in the notice not less than twenty-one (21) days after receipt of the notice of violations.

- D. If the violation is not remedied within the noted timeline, the Association will provide a Request to Evict to the Unit Owner by certified-mail, return-receipt requested. The Unit Owner shall serve a notice of eviction upon the Tenant within ten (10) days, shall initiate eviction proceedings within forty (40) days, and secure eviction within one-hundred twenty (120) days of the date of receipt of the Request to Evict.
- E. If a Tenant commits an act that is criminal in nature or poses a threat to the health and safety of any resident of the Association, the Association may provide the Unit Owner with a Request to Evict, which requires the Unit Owner to immediately begin eviction proceedings against such Tenant.
- F. Nothing set forth herein shall be deemed an election of remedies; accordingly, in addition to the enforcement mechanisms described in this policy, the Association reserves the right to pursue any and all enforcement options available at law or in equity against a Unit Owner or Tenant who violates any provision of this policy or the Association's governing documents.

This Resolution was adopted this 8 day July, 2014, by the Board of Directors.

**FAIRFIELD HOUSE CONDOMINIUM
UNIT OWNERS ASSOCIATION**

By 
Avi Sahgal, President

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed and/or hand-delivered to all owners of the Fairfield House Condominium Unit Owners Association at their addresses of record on this 8 day of July, 2014.


Jon Bach, Portfolio Manager

FAIRFIELD HOUSE CONDOMINIUM UNIT OWNERS ASSOCIATION

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held July 8, 2014.

Motion by: Rhonda Coor Seconded by: Marilyn Jones

VOTE: YES NO ABSTAIN ABSENT

Avison Sangar
President

Marilyn Jones
~~Vice President~~

Lisa Robinson
~~Treasurer~~

Rhonda Coor
~~Secretary~~

Steve MacKay
Director

ATTEST:

Rhonda Coor July 8, 2014
Secretary Date

Resolution effective: July 8, _____, 2014.

FAIRFIELD HOUSE CONDOMINIUM UNIT OWNERS ASSOCIATION

LEASE ADDENDUM

THIS LEASE ADDENDUM is made to the Lease (“Lease”), dated _____, 20____, between _____ (“Landlord”), and _____ (“Tenant”).

WITNESSETH THAT:

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

Tenant’s right to use and occupy the Unit located at _____ (“Premises”) shall be subject and subordinate in all respects to the provisions of the Declaration and Bylaws for the Fairfield House Condominium Unit Owners Association (collectively the “Association Documents”) and to such Rules and Regulations as may from time to time be adopted by the Board of Directors. Tenant acknowledges receiving a copy of the Association Documents and the Rules and Regulations from the Landlord and acknowledges that the Fairfield House Condominium Unit Owners Association (“Association”) is an intended beneficiary of certain terms within this lease.

This Lease is subject to the review and approval of the Association. This Lease will be deemed void if it does not comply with the Association’s Lease Policy, Association Documents and Rules and Regulations.

Violations

1. Any violation of the provisions of the Association Documents or the Rules and Regulations shall constitute a default of the Lease. To correct any violations, the Association shall have the right to take enforcement action against the Landlord, the Tenant, or both, for injunctive relief, damages, or any other remedy available under law or equity.
2. If, after due process notice and a hearing before the Board of Directors, the Association makes a determination that Tenant has violated the Association Documents or the Rules and Regulations, then the Association shall have the right to compel enforcement action by the Landlord against Tenant. Specifically, the Association, through its Board of Directors, has the power to require Landlord to take the following enforcement actions:
 - a. Tenant shall have the opportunity to cure the violation within twenty-one (21) days of the Association’s final determination of violation, noticed by certified mail notification from the Association. If Tenant fails to cure the violation, then the Association shall send Landlord notice requesting Landlord to evict Tenant.

- b. Landlord shall give Tenant notice of eviction within ten (10) days of the Association's notice requesting eviction.
- c. If Tenant remains in violation, Landlord shall initiate eviction proceedings within forty (40) days, and shall secure eviction within one hundred twenty (120) days of the Association's notice requesting eviction.

3. If the Association has previously served written notice upon the Landlord and Tenant for a violation of the Association Documents and/or the Rules and Regulations and the Tenant or Landlord cured the violation, and the Tenant intentionally commits a subsequent violation of a similar nature, the Association may demand the Landlord evict the Tenant without providing an opportunity to cure the violation. In addition, if the violation involves a criminal or willful act that is not remediable and poses a threat to health and safety, the Landlord shall immediately initiate eviction proceedings and shall proceed to obtain possession of the Premises.

4. Landlord hereby assigns to the Association the right to proceed with eviction proceedings against Tenant, at the Landlord's expense, in the event Landlord fails to initiate eviction proceedings within forty (40) days of the date of a request to do so from the Association pursuant to this provision. Landlord and Tenant acknowledge that the assignment of the right to pursue eviction for any violation does not confer any obligations of the Landlord upon the Association.

Rights Granted

The Tenant shall have a leasehold estate in the Premises for the specified lease term together with a license granting Tenant, for the lease term, Landlord's rights to use the Common Area amenities of the Association, provided that Tenant and Tenant's family, guests, invitees, licensees, employees and agents exercise such license in accordance with the provisions of the Association Documents and Rules and Regulations. The Landlord retains all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments.

Indemnification

The Tenant shall defend, indemnify and hold harmless Landlord and the Association from and against any claim, injury or damages, direct or indirect, including reasonable attorney's fees, incurred as a result of Tenant's occupancy of the Premises or from any non-compliance by Tenant with the provisions of any of the Association Documents, Rules and Regulations, or any other covenant of the Lease.

Damage

The Tenant and the Landlord shall be jointly and severally liable to the Association for any damage to the Common Areas of the Association and any related costs, including reasonable attorney's fees incurred (whether or not a suit is actually commenced in court), caused by the act,

omission, neglect or carelessness of Tenant or that of Tenant's family, guests, invitees, licensees, employees or agents.

Tenant's Covenants

Tenant further agrees that:

A. Tenant shall not assign or sublet the premises or allow any other person to occupy the leased premises without the Association's prior written consent.

B. Tenant shall not make any material or structural alterations to the premises without the Landlord's and Association's prior written consent.

C. Tenant shall comply with all building, zoning, and health codes and other applicable laws for the use of said leased premises.

D. Tenant shall not conduct on premises any activity deemed by Landlord or Association in her or its sole discretion to be hazardous, a nuisance, or requiring an increase in fire or hazard insurance premiums.

Uses

The Premises shall be used solely as a residential dwelling. Tenant shall not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others and Tenant shall comply with all applicable laws and ordinances.

Insurance

Tenant shall do nothing and permit nothing to be done on the Premises, which may contravene any fire or other insurance policy covering the Premises. If Tenant's use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenant and the Landlord shall be jointly and severally obligated to pay such increase.

Remedies

The remedies of the Association set forth herein are cumulative of all other remedies available to the Association pursuant to the Association Documents, Rules and Regulations and all applicable laws and are not the Association's sole remedies.

Assignment of Rent

Landlord hereby assigns to the Association the right to collect from the Tenant directly any rental payments in the event the Landlord is delinquent in the payment of assessments to the Association for sixty days or more. Such assignment shall expire only upon such date that Landlord's debt to the Association is paid in full, which shall include all unpaid principal, costs,

attorney fees, late charges and interests. The Landlord shall not have any legal recourse against the Tenant under these circumstances.

This Lease Addendum is attached to and becomes a part of the Lease. Items herein modify and supersede any conflicting provisions contained in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed on _____, 20__.

LANDLORD:

Name: _____
Address: _____

TENANT(S)

Name: _____

Name: _____

Name: _____

Name: _____

STATE OF _____ :
COUNTY OF _____ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that _____, and _____ whose names is/are signed as the Landlord(s) to the foregoing Lease Addendum bearing the date of the _____ day of _____, 200_, has acknowledged the same before me in my county aforesaid.

Given under my hand this _____ day of _____, 200_.

Notary Public

My Commission Expires: _____

STATE OF _____ :
COUNTY OF _____ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that _____, whose name is signed as the Tenant to the foregoing Lease Addendum bearing the date of the _____ day of _____, 200_, has acknowledged the same before me in my county aforesaid.

Given under my hand this _____ day of _____, 200_.

Notary Public

My Commission Expires: _____

STATE OF _____ :
COUNTY OF _____ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that _____, whose name is signed as the Tenant to the foregoing Lease Addendum bearing the date of the _____ day of _____, 200_, has acknowledged the same before me in my county aforesaid.

Given under my hand this _____ day of _____, 200_.

Notary Public

My Commission Expires: _____

STATE OF _____ :
COUNTY OF _____ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that _____, whose name is signed as Tenant to the foregoing Lease Addendum bearing the date of the _____ day of _____, 200_, have acknowledged the same before me in my county aforesaid.

Given under my hand this _____ day of _____, 200_.

Notary Public

My Commission Expires: _____

STATE OF _____ :
COUNTY OF _____ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that _____, whose name is signed as Tenant to the foregoing Lease Addendum bearing the date of the _____ day of _____, 200_, have acknowledged the same before me in my county aforesaid.

Given under my hand this _____ day of _____, 200_.

Notary Public

My Commission Expires: _____