

**THE FAIR LAKES CROSSING COMMUNITY ASSOCIATION
Resolution Action Record**

Resolution Type: Policy No. 2019 1

Pertaining to: Leasing of Units

Duly adopted at a meeting of the Board of Directors held March 10, 2015.

Motion by: _____ Seconded by: _____

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>Az Zini</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>KK Virdi</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: 

a Attorney
~~Secretary~~ Rich Mallery Date: March 10, 2015
USB #86079.

Resolution effective March 10, 2015.

THE FAIR LAKES CROSSING COMMUNITY ASSOCIATION
Policy Resolution No. 2015-01

RELATED TO THE LEASING OF UNITS

WHEREAS, The Board of Directors of The Fair Lakes Crossing Community Association (“Association”) came into existence as a property owners’ association organized and operating pursuant to the Virginia Property Owners’ Association Act at Sections 55-508 *et seq.* of the Virginia Code Annotated as amended, (“Act”) by the filing of the Declaration and Bylaws of Association in Fairfax County Land Records, and

WHEREAS, Section 55-509 of the Act, Section 2.1 of the Declaration, and Section 4.7(3) of the Bylaws require compliance with the Declaration, Bylaws, and provisions of the Act, and

WHEREAS, Section 6.1 of the Declaration creates a restrictive covenant that requires all lots within Fair Lakes Crossing to be used exclusively for residential purposes, and

WHEREAS, Section 6.6 of the Declaration creates a restrictive covenant prohibits any nuisance that would be a violation of law and vests in the Association’s Board of Directors (“Board”) the authority to determine what constitutes a violation of the restrictions and prohibitions in this section, and

WHEREAS, Section 6.16 of the Declaration requires leases of Units to, among other things, (a) be written, (b) be for a term of not less than six (6) months, (c) contain a term requiring the lessee to comply with the Association Documents as defined in the Declaration, and (d) contain a term stating that failure by the lessee to comply with the Association Documents as defined in the Declaration shall constitute a default under the lease.

WHEREAS, Section 6.24 of the Declaration confers upon the Board of Directors the power to establish, adopt, and enforce rules and regulations with respect to the restrictive covenants that control the community, and

WHEREAS, on February 13th, 2014 a Fair Lakes Crossing tenant’s conduct violated several of these and other restrictive covenants and bylaws resulting in a two alarm fire at his residence that caused approximately \$100,000 in damages to his residence and \$5,000 in damages to an adjacent residence as well as felony charges against the tenant.

WHEREAS, the Board has determined that a need exists for written copies of 1) leases and 2) copies of lessees’ and any other tenants’ renters insurance policies to be recorded with the Association; and

WHEREAS, the Board has determined that the most appropriate manner for accomplishing these recordation requirements is a form lease addendum; and

WHEREAS, the Board wishes by this Resolution to specify such rules pertaining to the leasing of Units.

NOW, THEREFORE, the Board hereby resolves that:

1. The above Recitals are hereby incorporated into this Resolution as if fully set forth herein.
2. For any lease of a Lot or Dwelling Unit within the Association entered into after the effective date of this Resolution, the lease must be in writing, and a current copy of the lease and copies of all lessees' and/or tenants' renters insurance policies must be filed with the Association, through its Managing Agent at all times during the term of the lease.
3. All leases shall contain the best contact information for use by the Association to contact the tenant/lessee as well as the owner of the Unit being leased.
4. The prescribed form of lease shall be any reasonable lease form chosen by the Unit Owner and agreed to by the tenant/lessee, and shall be accompanied by a lease addendum in the form attached hereto as **Exhibit A** ("Lease Addendum"), signed by the Unit Owner and tenant/lessee.
5. The Association may, at any time, assess violation charges and/or suspend the right to facilities and services provided by the Association of an Owner and the Owner's tenants if the Association has not been provided with a copy of the executed Lease, Lease Addendum and Renters Insurance Policies for lessees and any such other tenants as may occupy any Lot or Unit Dwelling in Fair Lakes Crossing.

EXHIBIT A

LEASE ADDENDUM

THIS ADDENDUM to a certain lease ("Lease") of Unit [*insert address*]_____ at The Fair Lakes Crossing Community Association ("Association") is made this ____ day of _____, 20 __, by and between _____ ("Landlord") and _____ ("Tenant").

WITNESSETH THAT:

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, Landlord and Tenant hereby agree that the following provisions are added to the Lease, and that in the event of any conflict between the provisions of the Lease and the provisions of this Addendum, the provisions of this Addendum shall control.

1. Applicability of Association Documents.

A. Association Documents and Rules. Tenant's right to use and occupy the above-referenced Lot and/or Dwelling Unit at the Property shall be subject and subordinate in all respects to the provisions of the Declaration, Bylaws, and Articles of Incorporation of the Association ("Association Documents") and to such other rules and regulations as the Board of Directors of the Association may from time to time promulgate ("Rules and Regulations"). Tenant acknowledges receiving a copy of the Association Documents and the Rules and Regulations from Landlord, but further agrees that any non-receipt of these documents shall not constitute a defense to any breaches thereof.

B. Violations. Any violation of the provisions of the Governing Documents or the Rules and Regulations by Lessee, Tenant, or Tenant's family, guests, agents, licensees or invitees, shall constitute a material breach of the Lease. In the event of such violation or in the event of Tenant's nonpayment of rent to the Association pursuant to Paragraph 1(C) below, the Association shall have the right to take appropriate action, including legal action against the Landlord, Tenant or both, for injunctive relief, damages or any other remedies necessary, including without limitation the right, on behalf of Landlord, to terminate the Lease, evict Tenant and obtain possession of the Premises. The Association may avail itself of such right to terminate the Lease, and bring summary proceedings to evict Tenant and obtain possession of the Premises after giving 45 days' written notice to Landlord. Landlord agrees that Landlord shall pay the Association all costs and attorney's fees incurred by the Association in enforcing the Condominium Instruments and Rules and Regulations and in exercising any other rights and remedies set forth herein.

C. Assignment of Rent. If, at any time after the signing of this Addendum, the Landlord is delinquent in the payment of amounts due from Landlord to the Association as required by the Condominium Instruments, Landlord and Tenant acknowledge that the Association may demand and promptly shall receive payment from Tenant of all rent becoming due from Tenant to Landlord, up to an amount sufficient to pay all sums due from Landlord to

the Association, and any such payment from Tenant to the Association shall be deemed to be full and sufficient payment of rent to Landlord in accordance with the Lease, thus discharging Tenant from any obligation to pay such amounts directly to Landlord, so long as such payments are made to the Association, until Landlord's delinquency to the Association has been cured. Landlord hereby assigns to the Association the right to take legal action for non-payment of rent, including the right to terminate the Lease, evict Tenant, and obtain possession of the Premises, as set forth in Paragraph 1(B) above, if Tenant fails to pay the Association any amounts due pursuant to this Paragraph. The Landlord remains liable for all amounts due to the Association under the Condominium Instruments and shall be responsible for payment of such amounts if the Tenant fails to make his monthly payment to the Association pursuant to this Paragraph. The Landlord shall remain responsible for any and all costs of collecting the Association assessments, including costs and attorneys' fees.

2. Insurance. Lessee and/or tenant further agrees to secure and maintain a policy of renter's insurance with respect to Tenant's occupancy of the Premises, which policy shall cover liability and Tenant's personal property with a minimum liability benefit of \$225,000. The Lessee and/or Tenant shall produce evidence of said coverage to the Landlord who shall produce it to the Association, through its Managing Agent and shall inform the Association through its Managing Agent of any changes in the status of the policy at all times during the term of the lease. Lessee and/or tenant agrees that a failure by the lessee and/or tenant to secure a renter's insurance policy shall be deemed a waiver of any right(s) lessee and/or tenant may have against the Association for loss or damage to personal property of the lessee and/or tenant.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed on the date first written above.

LANDLORD:

TENANT:

print name

print name

address

address

**AFTER EXECUTION, PLEASE PROVIDE THE ORIGINAL OR A COPY OF THIS
LEASE TO THE MANAGEMENT OFFICE OF THE FAIR LAKES CROSSING
COMMUNITY ASSOCIATION**

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	YES	NO	ABSTAIN	ABSENT
_____ Director	_____	_____	_____	_____
_____ Director	_____	_____	_____	_____
_____ Director	_____	_____	_____	_____
_____ Director	_____	_____	_____	_____
_____ Director	_____	_____	_____	_____

ATTEST:

Secretary: _____ Date: _____, 20__

Resolution effective _____, 20__.