

**THE SIERRA CONDOMINIUM UNIT OWNERS ASSOCIATION**

**POLICY RESOLUTION NO: \_\_\_\_\_**

**RELATING TO LEASE ADDENDUMS AND SUBMISSIONS OF LEASES**

WHEREAS, Section 3.1 of the Bylaws for The Sierra Condominium ("Bylaws") provides that the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of The Sierra Condominium Unit Owners Association ("Association") and may do all such acts and things as are not by the Virginia Condominium Act ("Act") or the condominium instruments required to be done by the Association;

WHEREAS, Section 5.8(a)(6) of the Bylaws authorizes a unit owner to lease a unit for no less than six months, and requires the lessee to comply with the condominium instruments and the Act, the failure of which entitles the Association to evict the lessee;

WHEREAS, Section 55-79.74:1 of the Act requires the Board of Directors to keep detailed books and records of the Condominium;

WHEREAS, the Board of Directors has determined that the Association needs to maintain accurate records wherein to identify the owners and occupants of units in the Condominium and compliance with the restriction on leasing of units; and

WHEREAS, the Board of Directors has determined it necessary for unit owners and their lessees to execute a Lease Addendum to allow the Association to ensure compliance with Section 5.8 of the Bylaws.

NOW, THEREFORE, be it resolved that the Board of Directors of the Association adopts the following policies related to the submission of lease contract and lease addendums.

1. All unit owners must provide a copy of any lease, which must be for a term of at least six months, to the Board of Directors or the managing agent of the Association prior to commencement of the lease.
2. All unit owners and lessees must execute a Lease Addendum in the form attached hereto and incorporated herein as Exhibit A. Once executed, the unit owner is responsible for providing a copy of the fully executed Lease Addendum to the Board of Directors or the managing agent of the Condominium.
3. Failure to provide copies of the lease or fully executed Lease Addendum to the Association are considered a default and violation of Section 5.8(a)(6) of the Bylaws. The unit owner failing to submit the proper documents shall be subject to such relief authorized in Section 9.1 of the Bylaws.

# THE SIERRA CONDOMINIUM UNIT OWNERS ASSOCIATION

## ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE is made as of \_\_\_\_\_, 20 , by and between \_\_\_\_\_, ("Lessor") and \_\_\_\_\_ ("Lessee") regarding a residential lease ("Lease") dated \_\_\_\_\_ between Lessor and Lessee for Unit # \_\_\_\_\_ ("Unit") of The Sierra Condominium ("Condominium"), located at 801 South Greenbrier Street, Arlington, Virginia.

WHEREAS, Lessor is the owner of the Unit of the Condominium which is the subject of the Lease;

WHEREAS, all unit owners in the Condominium are subject to the condominium instruments, including the Declaration for The Sierra Condominium ("Declaration") and the Bylaws of The Sierra Condominium ("Bylaws"), and the Rules and Regulations adopted pursuant thereto by the Board of Directors ("Board");

WHEREAS, Section 5.8(a)(8) of the Bylaws provides that any lessee of a unit must comply with the condominium instruments and rules and regulations; and

WHEREAS, the parties hereto agree to this Addendum to Lease to assure that the Lessee complies with all of the condominium instruments and Rules and Regulations of the Condominium.

NOW THEREFORE, Lessor and Lessee hereby agree that the following provisions are added to the Lease, and that these provisions shall govern in the event of any conflict with any provision of the Lease:

**1. Receipt of Condominium Instruments.** Lessee acknowledges receipt from Lessor of a copy of the Declaration and the Bylaws, and the Association Rules and Regulations.

**2. Compliance with Condominium Act and Condominium Instruments.** The Lessee's right to use, occupy and enjoy the Unit and the common elements of the Condominium is subject and subordinate in all respects to the provisions of the Virginia Condominium Act, Va. Code §§ 55-79.39, *et seq.* ("Act"), the condominium instruments of the Condominium (Declaration and Bylaws) and the rules and regulations adopted pursuant thereto including, but not limited to, the use restrictions set forth in Section 5.8 of the Bylaws. The failure of the Lessee to comply with the Act or the condominium instruments and the rules and regulations adopted pursuant thereto shall constitute a material breach and default under the Lease.

**3. Minimum Rental Period.** The Lessee shall not rent the Unit from the Lessor for any period less than six months.

**4. Liability and Indemnification.** All personal property located or stored in the Unit or on the common or limited common elements of the Condominium shall be kept and stored at the Lessee's sole risk, and the Lessee shall hold the Lessor and The Sierra Condominium Unit Owners Association ("Association") and its members, officers, directors, employees and agents harmless from all loss, claims or damage to said property.

Lessee shall indemnify and hold the Lessor harmless from and against all damages, costs, attorneys' fees, and charges, including charges imposed under § 55-79.80.2 of the Act or under the condominium instruments, incurred by the Lessor as a result of noncompliance by the Lessee or the Lessee's family, guests, or licensees.

Lessee shall indemnify and hold the Association and its members, officers, directors, employees and agents harmless from any injury, damage or loss resulting from any accident or occurrence on the common or limited common elements sustained by the Lessee or any person claiming through the Lessee.

Lessee and the Lessor shall indemnify and hold the Association and its members, officers, directors, employees and agents harmless from any injury, damage or loss sustained by the Lessee or Lessor or anyone claiming through the Lessee or Lessor resulting from the action or inaction of the Association, its members, officers, directors, agents or employees related to the failure to provide heat, electricity, water, sewer or other services or for damage to person or property resulting from the elements (including wind, water, snow, ice, etc.) flowing on, through or over the common or limited common elements.

**5. Alterations.** Lessee will not remodel or make any structural changes, alterations or additions to the Unit or the common or limited common elements; will not paper, paint or decorate; nor install, attach, remove or exchange appliances or equipment; nor change the existing locks of the Unit, without the prior written permission of the Lessor and the Association.

**6. Maintenance.** Lessee shall keep the Unit and the common and limited common elements neat, clean and sanitary, and dispose of all rubbish, garbage and other organic or flammable waste in a clean, safe and sanitary manner. Lessee shall use and operate all electrical, gas, plumbing and heating fixtures and appliances in a safe manner and shall provide all appropriate maintenance for such equipment.

In the event the plumbing in the Unit is obstructed or damaged due to the acts or negligence of Lessee or Lessee's family, guests, or licensees, then Lessee shall pay the costs (including any insurance deductible due under the Association's insurance policies) of clearing such obstruction and repairing any consequential damage to the Unit, common or limited common elements or other units. This provision is not meant to alter or eliminate Lessor's independent obligations to the Association under the Condominium Act or condominium instruments.

**7. Assignment and Sublet.** No person other than the Lessee and those named in the Lease and/or this Addendum to Lease shall be entitled to occupy the Unit. Lessee shall not

assign this Lease or sublet the Unit or any portion thereof, or transfer possession or occupancy thereof to any other person without the prior written approval of the Lessor and the Association.

8. Inspections. Upon reasonable prior notice to Lessee, the Association or its authorized agents, shall have the right to enter the Unit to make inspections and to correct any conditions affecting another unit or a common or limited common element. However, in the case of an emergency, as determined by the Board, no notice shall be required.

9. Vehicles. Lessee shall park vehicles in accordance with the Association's Rules and Regulations regarding parking. At the request of the Association, Lessee shall move any vehicle necessary for maintenance to be performed to the common or limited common elements. If the Lessee fails to comply with the Association's request by moving the vehicle at the specified time, the Association may have the vehicle towed at the Lessee's risk and expense.

10. Default and the Association's Right to Evict. Failure of Lessee to comply with this Lease Addendum constitutes a default of the Lease. Lessor and Lessee expressly acknowledge that in the event Lessee defaults by violating any provision of this Addendum to Lease, the Condominium Act or the condominium instruments, the Association, or its authorized agent, may terminate the Lease and bring legal proceedings to evict Lessee if Lessor fails to commence eviction proceedings within 45 days after receipt of written notice from the Association requesting the same. Lessor further agrees that all costs and attorneys' fees incurred by the Association shall be paid by the Lessor. In the event the Association shall find it necessary to expend any monies in legally enforcing any provision of this Addendum to Lease or to rectify any violation of the Condominium Act, the condominium instruments or the Rules and Regulations, the Lessee and Lessor shall be jointly and severally liable for the Associations' costs and attorneys' fees.

11. Association Relationship. Lessor and Lessee acknowledge and confirm that there is no landlord-tenant relationship between Association and Lessor or Association and Lessee.

12. Copy of Lease and Addenda to Management. Lessor and Lessee shall provide one fully-executed copy of the Lease, and all addenda thereto, to the Management Agent prior to commencement of occupancy by the Lessee pursuant to the Lease. The Lease shall not be changed by Lessor and Lessee except by a written addendum, a copy of which shall promptly be provided to the Management Agent.

13. Insurance. Lessee is encouraged to obtain Renter's Insurance or such other insurance available to Lessee for coverage of personal property and any other such property not covered by the Association's master insurance policy.

[Signatures on next page.]

WITNESS the following signatures and seals:

**LESSOR:**

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

**LESSEE:**

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

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