LORTON VALLEY HOMEOWNERS ASSOCIATION, INC.

POLICY RESOLUTION 14-01

(Procedures Relating to the Leasing of Lots)

WHEREAS, Article VII, Section 7.28 of the Declaration of Covenants, Conditions and Restrictions provides Owners with the right to lease his or her Lot subject to the rules and regulations adopted by the Board of Directors; and

WHEREAS, the Board deems it in the best interest of the Association to adopt rules and regulations regarding leasing:

NOW, THEREFORE, BE IT RESOLVED THAT the Board adopts the following rulings and regulations:

1. In order to lease their property, Owners must use written agreements. The agreement must require the Tenant to comply with the Association's rules.

2. All leases must be for a period of at least six months. Owners may not rent a portion of the dwelling, such as a room or a basement.

4. Within ten days of ratification, the Owner must provide a copy of the lease to the Association, care of the property manager

5. The lease must include a completed Lease Registration Form, attached as Exhibit A.

6. Every new lease and renewal of an existing lease must include and incorporate an approved Lease Addendum, attached as Exhibit B.

7. The Association reserves the right to deny the use of the common facilities to anyone claiming to be a Tenant unless all of the documentation required herein is submitted.

8. At the time the lease is executed by the Tenant, the Owner shall provide the Tenant with copies of the following documents:

   a. The Declaration for the Association and any supplements and amendments thereto;

   b. The Bylaws of the Association and any amendments thereto; and

   c. The Rules and Regulations for the Association.

9. Owners are responsible for ensuring that their Tenants shall use and occupy the dwelling and Lot in accord with the Association's rules.

10. The remedies of the Association set forth herein are supplemental to all of the other remedies available to the Association pursuant to the Governing Documents or Virginia law.

This Resolution shall supercede any and all prior Resolutions and/or Rules and Regulations regarding this subject matter.

This Resolution was adopted by the Board of Directors on _____ and shall be effective as of _____.

Lorton Valley Homeowners Association, Inc.

_____

Clint Herbert, Board President

EXHIBIT A

LEASE REGISTRATION FORM

Please mail to: LORTON VALLEY HOMEOWNERS ASSOCIATION, INC.
c/o Armstrong Management Services, Inc.
3949 Pender Drive, Suite 205
Fairfax, VA 22030
Attention: Property Manager

Owner Information:

1. _____
   Last Name First Name Daytime Phone Evening Phone

2. _____
   Last Name First Name Daytime Phone Evening Phone

3. _____
   Last Name First Name Daytime Phone Evening Phone

Owner's
Mailing address: _____
_____
_____

Owner's E-Mail: _____

Owner's Emergency Contact:

Name: _____
Address: _____
Daytime Phone: _____
Work Phone: _____

Lessee/Tenant Information: (List names of persons named in the lease)

_____
Last Name First Name Daytime Phone Evening Phone

Last Name First Name Daytime Phone Evening Phone

Last Name First Name Daytime Phone Evening Phone

Resident Information:

Print the names of all other persons who will reside at the Lot:

Last Name First Name Daytime Phone Evening Phone

Last Name First Name Daytime Phone Evening Phone

Last Name First Name Daytime Phone Evening Phone

Motor Vehicles:

(Make and Model) (State License Plate No.)

(Make and Model) (State License Plate No.)

(Make and Model) (State License Plate No.)

Lessee/Tenant Emergency Contact:

A. Name of Lessee/Tenant_____

Designated Contact Person:_____
(name) (relationship)

Telephone:(__) (__)_____
(Day) (Evening)

B.. Name of Lessee/Tenant_____

Designated Contact Person:_____
(name) (relationship)

Telephone:( ) _____ ( ) _____
(Day) (Evening)

C. Name of Lessee/Tenant_____

Designated Contact Person:_____
(name) (relationship)

Telephone:( ) _____ ( ) _____
(Day) (Evening)

Lessee/Tenant's Representations:

By my/our signature(s) below, I/we affirm the following:

I/we acknowledge receipt of the Declaration, Bylaws and Rules and Regulations for Lorton Valley Homeowners Association, Inc. and agree to abide by them.

The representations made are true and complete.

Lessee/Tenant's Signature:_____Date: _____

Lessee/Tenant's Signature:_____ Date: _____

Lessee/Tenant's Signature: _____ Date: _____

Owner's Representations:

By my/our signature(s) below, I/we affirm the following:

I/we represent that we have provided the Tenants with the Declaration, Bylaws and Rules and Regulations for Lorton Valley Homeowners Association, Inc.

The representations made are true and correct.

Owner's Signature:_____Date: _____

Owner's Signature:_____Date: _____

Owner's Signature:_____Date: _____

****

FOR MANAGEMENT USE ONLY

Received:_____

Documents (Approved Signed Lease, Approved Signed Lease Addendum) received: ☐ Yes ☐ No

_____
Property Manager

_____
Date

EXHIBIT B

LEASE ADDENDUM

THIS ADDENDUM is made to the Lease ("Lease"), dated _____ between

_____ ("Landlord(s)"), and

_____ ("Tenant(s)").

Association's Governing Documents and Rules.

Tenant's right to use and occupy the Lot at _____ _____ ("Premises") shall be subject to the provisions of Declaration and Bylaws of Lorton Valley Homeowners Association, Inc. (collectively the "Association's Governing Documents") and to such Rules and Regulations of the Association as may from time to time be adopted by the Board of Directors. Tenant acknowledges receiving a copy of the Association's Governing Documents and the Rules and Regulations from Landlord.

Violations and Eviction Rights.

Any violation of the provisions of the Governing Documents or Rules and Regulations shall constitute a default under the Lease and shall grant the Association with authority to terminate a lease and/or bring summary proceedings to evict a Tenant in the name of the Landlord thereunder. 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 the law.

Rights Granted.

The Tenant shall have a leasehold estate in the Premises for the specified lease term together with an assignment of Landlord's rights to use the common facilities 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's Governing 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.

Assignment of Rent.

If the Owner defaults in his or her payment of homeowners assessments, the Association reserves the right to notify the Tenant in writing and compel the payment of rent otherwise due

to the Owner to the Association in such amounts necessary to resolve the delinquency. The Owner consents that any such payments made by the Tenant shall be credited to Tenant as rent.

Occupancy.

No more than three unrelated individuals may reside in the dwelling.

Remedies.

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

The parties hereto have caused this Addendum to be duly executed on _____.

LANDLORD: _____
Name: _____
Address: _____
_____

TENANT(S) _____
Name: _____
_____
Name: _____

Address
_____