

SOUTH RIDING PROPRIETARY

POLICY RESOLUTION NO. 2015-1

TENANT REGISTRATION RESOLUTION

Establishing Policy and Procedure for Gathering Tenant Information

WHEREAS, Section 8.3 of the Declaration for South Riding (“Declaration”) provides that the South Riding Proprietary (“Association”) Board of Directors (“Board”) shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or of any portion thereof and the actions of the Owners and occupants which affect the Property, which may supplement, but may not be inconsistent with the provisions of the Association Documents;

WHEREAS, Section 55-513 of the Virginia Property Owners’ Association Act (“Act”) authorizes the Board to establish, adopt and enforce rules and regulations with respect to the use of the common areas and such other areas of responsibility to the Association by the Declaration;

WHEREAS, Section 12.1(a) of the Declaration provides that each Owner and each Subassociation shall be governed by, and shall comply with, all of the terms of the Association Documents and Rules and Regulations, as amended from time to time;

WHEREAS, Section 55-509.3:1 of the Act provides that an association may require a lot owner to provide the Association with a copy of any (i) lease with a tenant or (ii) Association document completed by a lot owner or representative that discloses the names and contact information of the tenant and occupants under such lease;

WHEREAS, Section 55-509.3:1 of the Act further provides that an association may require the lot owner to provide the association with the tenant’s acknowledgement of and consent to any rules and regulations of the association;

WHEREAS, Section 55-515 of the Act provides that every lot owner, and all those entitled to occupy a lot shall comply with all lawful provisions of this chapter and all provisions of the Declaration; and

WHEREAS, for the benefit and protection of the Association and its members, the Board believes that it is in the best interest of the Association to adopt a Tenant Registration Policy.

NOW, THEREFORE, BE IT RESOLVED that the following Tenant Registration Policy is adopted by the Board.

ARTICLE 1
LEASE

Section 1.1 An executed copy of any lease agreement for a Lot and a completed Tenant Registration Form (attached hereto as Exhibit A) must be submitted to the Association at any time facilities or services provided by the Association are offered to the tenant (e.g., pool pass registration).

ARTICLE 2
OWNER RESPONSIBILITIES

Section 2.1 The Owner shall provide to all tenants, at the time the lease is signed, copies of the following documents: (1) the Declaration and all substantive amendments; (2) all applicable supplementary Declarations; (3) the Association Bylaws and all substantive amendments; (4) the Articles of Incorporation; and (5) any additional adopted Rules or Regulations (collectively “Governing Documents”).

Section 2.2 The Owner shall provide the Association with all current contact information, including an off-site address, telephone number and email address for any period of time during which the Owner does not occupy the Lot. The Owner shall update the Association to provide any changes in the off-site address or phone number within ten days of any change.

Section 2.3 Each Owner shall be liable to the Association for costs incurred by the Association and the expense of all upkeep rendered necessary by such Owner’s act or omission or the act or omission of such Owner’s tenant and such Owner’s (or tenants’) household members, guests, employees, agents or invitees, regardless of neglect or culpability, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Governing Documents and Rules and Regulations by any Owner may be assessed against such Owner’s Lot.

ARTICLE 3
TENANT’S RESPONSIBILITY

Section 3.1 Every Owner and all those entitled to occupy a Lot, including tenants and occupants, shall comply with all lawful provisions of this section and all provisions of the Declaration.

Section 3.2 The Tenant shall only use the Lot for residential, recreational or related purposes permissible under local ordinance and the Declaration and shall not conduct on the premises any activity deemed by Owner or Association in the Board’s sole discretion to be an improper, offensive or unlawful use.

ARTICLE 4
ENFORCEMENT

Section 4.1 This Resolution shall be enforced in accordance with establish due process procedures.

Section 4.2 Nothing herein shall be deemed an election of remedies. The procedures outlined in this Resolution may be applied to all violations of the Governing Documents, but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Governing Documents.

ARTICLE 5
DEFINITIONS

Section 5.1 All terms shall have the meaning provided herein, or if not defined, as defined in the Declaration, or if not defined therein, the Act.

SOUTH RIDING PROPRIETARY
TENANT REGISTRATION FORM

Lot Address: _____

Owner Name: _____
(First) *(Middle)* *(Last)*

Offsite Address: _____

Home Phone: _____ **Cell Phone:** _____

Work Phone: _____ **Email:** _____

1. **Contact Information.** Following is the contact information for the Tenant and all occupants of the Property:

Tenant Name: _____
(First) *(Middle)* *(Last)*

Address in South Riding: _____

Secondary Address: _____

Home Phone: _____ **Cell Phone:** _____

Work Phone: _____ **Email:** _____

Tenant Name: _____
(First) *(Middle)* *(Last)*

Address in South Riding: _____

Secondary Address: _____

Home Phone: _____ **Cell Phone:** _____

Work Phone: _____ **Email:** _____

Occupant Name: _____
(First) (Middle) (Last)

Address in South Riding: _____

Secondary Address: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Email: _____

Occupant Name: _____
(First) (Middle) (Last)

Address in South Riding: _____

Secondary Address: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Email: _____

2. **Governing Documents.** The Owner has provided Tenant with copies of the Governing Documents, including (1) the Declaration and all substantive amendments; (2) all applicable supplementary Declarations; (3) the Association Bylaws and all substantive amendments; (4) the Articles of Incorporation; and (5) any additional adopted Rules or Regulations. Tenant hereby acknowledges receiving and reviewing the Governing Documents and that the Tenant is bound thereby. Failure to receive or review the Governing Documents is not a defense to any breaches of the Governing Documents.

3. **Non-Compliance.** Tenant's right to use and occupy the Property and the Common Area, including parking privileges is subject to and subordinate in all respects to the provisions of the Virginia Property Owners' Association Act ("Act") and Governing Documents and to any lien recorded against the Property by the Association. Tenant's failure to comply with the provisions of the Act, Governing Documents or the requirements of Registration constitutes a default of the Lease, giving the Association the right to suspend use of Association facilities and services, including parking.

4. **Joint Liability and Indemnification.** The Owner and Tenant shall be jointly and severally liable to the Association for any damage to the Common Area and any related costs, including attorney's fees and costs incurred, caused by the act, omission, neglect or carelessness of Tenant or that of Tenant's family, guests, invitees, licensees, employees or agents.

Tenant shall defend, indemnify and hold harmless the Association, Board members, Association officers and directors, Association members, and the Association managing agent ("Indemnified Parties") from and against any damages, direct or indirect, incurred by the

Indemnified Parties as a result of noncompliance with the Governing Documents, the Act or this Addendum by Tenant, or Tenant’s family, guests, invitees, licensees, employees or agents.

5. **Severable**. In the event that any part or provision of Tenant Registration shall be adjudged unlawful or unenforceable under Virginia law, the remainder of the Resolution shall nonetheless survive and remain in full force and effect.

6. **Relinquish Privileges**. As the owner of the South Riding Property listed above, I agree to relinquish my recreation facility privileges to my tenants listed above as well as those members of their household who are allowed under the terms of the lease to reside in the household.

(OWNER Name)	
_____	_____
(OWNER Signature)	(Date)

(Renter Name)	
_____	_____
(Renter Signature)	(Date)

(Renter Name)	
_____	_____
(Renter Signature)	(Date)

(Renter Name)	
_____	_____
(Renter Signature)	(Date)

Return complete form to townhall@southriding.net

Association Use Only
Lease Dated: _____
Lease Term: _____
Facilities Pass: _____