

CHANTILLY PARK CONDOMINIUM ASSOCIATION

RENTAL REGISTRATION & UTILITY PACKET

PAGE 1: RENTAL CHECKLIST

All of the following documents must be on file prior to move in:

☐ **Lease Agreement** – Minimum 1-year term.

☐ **Proof of Renter's Insurance** – Minimum \$300,000.00 liability coverage naming the Association as an additional insured.

☐ **Confirmed Utility Company/Landlord Agreements** – Signed Gas (Washington Gas) and Electric (Dominion Virginia Power) Revert-to-Owner agreements forwarded to management.

*Utility agreements are to be set up by owner and forwarded to management.

☐ **Leasing Registration Forms** – Completed Exhibits A & B.

☐ **Move-In Request Form** – Signed by the owner or authorized via email to management.

☐ **Unit Information Update Form.**

CHANTILLY PARK CONDOMINIUM ASSOCIATION

POLICY RESOLUTION NO. 14-01 (Rules Relating to the Leasing of Units)

WHEREAS, Article V, Section 1(f) of the Declaration provides all Unit Owners with the right to lease his or her Unit but makes that right subject to rules and regulations adopted by the Board of Directors; and

WHEREAS, the Board deems it in the best interests of the Association to establish rules for the leasing of Units;

NOW, THEREFORE, BE IT RESOLVED THAT the Board adopts the following rules:

1. Requirements & Filing: All Unit Owners who lease their units are obligated to file a copy of the lease with the Association's on-site office within ten (10) days of the ratification of the lease. The filing must include the Lease Addendum and Registration Form, attached as Exhibits A and B.

2. Subordination to Governing Documents: All leases are subordinate to the Association's Declaration, Bylaws and adopted policies, rules and regulations ("Governing Documents"). All leases must specifically obligate the Tenant to abide by the Governing Documents.

3. Lease Duration: No Unit shall be leased for a period of less than twelve (12) months without prior approval from the Board of Directors.

4. Occupancy Level Restrictions: The Association's restrictions on occupancy levels within a unit are more restrictive than Fairfax County's Building Code. No more than two (2) persons may occupy the Berkley, Berkley Loft or Cornell models. No more than four (4) persons may occupy the Dartmouth, Dartmouth Loft or Emerson models. No more than six (6) persons may occupy the Falmouth models.

5. Facility Restrictions: The Association reserves the right to deny the use of the parking garage and recreational facilities to a Tenant and/or his or her family until the Lease Addendum and Registration Form are filed.

6. Document Provision: The Unit Owner shall provide copies of the following documents to the Tenant:

- a. The Declaration for the Association and any amendments thereto;
- b. The Bylaws of the Association and any amendments thereto; and
- c. The Rules and Regulations for the Association.

7. Owner Responsibility & Enforcement: Unit Owners are responsible for screening their Tenants and ensuring that their Tenants comply with the Governing Documents for the Association. Any violation of the Governing Documents 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. To correct a violation, the Association has the right to take enforcement action against the Unit Owner, the Tenant, or both, for injunctive relief, damages, or any other remedy available under the law.

8. Rental Cap & Investor Restrictions: Under the Declaration, no Unit Owner may sell their Unit to any individual or entity who does not intend to occupy the Unit absent prior written approval from the Board of Directors. Requests for such

approval shall be made in writing. The Board shall respond within 10 days. The Board of Directors reserves the right to deny such applications whenever the rental percentage within the Association equals or exceeds 40% of the units.

9. Applicability & Precedence: This Resolution shall apply to all Unit Owners who lease their Units, regardless of whether such Units are currently leased. This Resolution shall supersede any and all prior Resolutions and/or Rules and Regulations regarding this subject matter.

This Resolution was adopted by the Board of Directors on March 20, 2014 and shall be effective as of April 1, 2014.

Chantilly Park Condominium Association

Stephen Shaw, Board President

EXHIBIT A: LEASE REGISTRATION FORM

CHANTILLY PARK CONDOMINIUM ASSOCIATION

Please mail or deliver to: 3800 Lightfoot Street, Chantilly, VA 20151 | Attention: On-site Manager

1. Unit Owner Information

Owner 1
Name: _____ Day Phone: _____ Eve Phone: _____

Owner 2
Name: _____ Day Phone: _____ Eve Phone: _____

Owner 3
Name: _____ Day Phone: _____ Eve Phone: _____

Mailing Address: _____

Owner E-Mail: _____ Emergency
Contact: _____

Contact
Address: _____ Daytime
Phone: _____ Work Phone: _____

2. Lessee / Tenant Information (Named on the Lease)

Tenant 1
Name: _____ Day Phone: _____ Eve Phone: _____

Tenant 2
Name: _____ Day Phone: _____ Eve Phone: _____

Tenant 3
Name: _____ Day Phone: _____ Eve Phone: _____

3. Resident Information (All other occupants residing in Unit)

Resident 1
Name: _____ Day Phone: _____ Eve Phone: _____

Resident 2
Name: _____ Day Phone: _____ Eve Phone: _____

4. Motor Vehicles

Vehicle 1

Make/Model: _____

License Plate No: _____

Vehicle 2

Make/Model: _____

License Plate No: _____

Vehicle 3

Make/Model: _____

License Plate No: _____

5. Pet Information

Residents who own, care for, dog sit, or maintain a dog in their unit for any period of time must register their dog with the Association within 30 days of move in or pet acquisition.

Dog 1 Name: _____

Breed: _____

Age / Color: _____

Dog 2 Name: _____

Breed: _____

Age / Color: _____

6. Lessee/Tenant Emergency Contact

Tenant Name: _____

Contact Person: _____

Relationship: _____

Day Phone: _____

Eve Phone: _____

7. Lessee/Tenant's Representations & Signatures

By signing below, I/we affirm that I/we acknowledge receipt of the Declaration, Bylaws, and Rules and Regulations for Chantilly Park Condominium Association and agree to abide by them. All representations are true and complete.

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Unit Owner's Representations & Signatures

By signing below, I/we affirm that we have provided the Tenants with the Declaration, Bylaws, and Rules and Regulations for Chantilly Park Condominium Association. All representations are true and correct.

Owner Signature: _____

Date: _____

FOR MANAGEMENT USE ONLY

Received Approved Signed Lease & Addendum:

☐ Yes ☐ No

Property Manager Signature:

Date: _____

EXHIBIT B: LEASE ADDENDUM

THIS ADDENDUM is made to the Lease ("Lease"), dated _____, between Landlord(s) _____ and Tenant(s) _____.

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(s) and Tenant(s) hereby agree as follows:

Association's Governing Documents and Rules: Tenant's right to use and occupy the Unit at Premises _____ shall be subject and subordinate in all respects to the provisions of Declaration and Bylaws of Chantilly Park Condominium Association (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 a license granting Tenant, for the lease term, Landlord's rights to use the common elements 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.

Damage: The Tenant and the Landlord shall be jointly and severally liable to the Association for any damage to the common elements 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.

Uses: 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.

Occupancy Limitations: The Association's restrictions on occupancy levels within a unit are more restrictive than Fairfax County's Building Code. No more than two (2) persons may occupy the Berkley, Berkley Loft or Cornell models. No more than four (4) persons may occupy the Dartmouth, Dartmouth Loft or Emerson models. No more than six (6) persons may occupy the Falmouth models.

Assignment of Rent: The Association may at any time, in the event of default by the Unit Owner in his or her payment of condominium assessments and/or his or her failure to enforce all provisions of the Lease, be subrogated to all rights of the Unit Owner in the Lease, including the right to collect rent on the terms and conditions provided, and both Unit Owner and Tenant agree to this provision as part of any Lease Agreement. A written notice to the effect that the Association has exercised such option, delivered to the Unit Owner and the Tenant either in person or by registered mail, shall be sufficient to vest in the Association all of the rights of the Unit Owner under any Lease Agreement.

Renter's Insurance: Tenants are required to maintain a renter's insurance policy with minimum liability coverage of \$300,000.00 and which names the Association as additional insured. All owners are obligated to provide a copy of the insurance certificate/endorsement to the Association's on-site office at the same time the lease, Lease Addendum and Registration Form are provided.

Remedies: The remedies of the Association set forth herein are cumulative of 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

Signature:

Date:

TENANT

Signature:

Date:

TENANT

Signature:

Date:

K:\A3113\057\00001 Policy Resolution 130820 Leasing Policy Final Draft.doc

DOMINION VIRGINIA POWER

Revert-to-Owner (RTO) Agreement for Rental Property Owners/Agents

Return completed agreement via fax to **1-800-362-0658** or mail to:

ATTN: RESEARCH & RESOLUTION, 7500 WEST BROAD STREET, RICHMOND, VA 23294-3600

Things to Note:

- Unless you provide seasonal dates for the properties listed, transfers will be automatic.
- There will be a **\$15.00 Service Initiation Charge** each time electric service is transferred into the owner or rental agent's name.
- The agreement is effective as soon as it is received by Dominion Virginia Power.
- Management will send you an Authorization Number to use when transacting business on the accounts covered.
- Questions can be sent to **customer_service@dom.com** or call **1-866-DOM-HELP (1-866-366-4357)**.

Required Agreement Information

Owner/Landlord Name:	_____	Title:	_____
Daytime Phone:	_____	Daytime Fax:	_____
Home/Bus. Address:	_____	Employer:	_____
E-mail Address:	_____	DBA Company Name:	_____
SSN or Tax ID #:	_____	Authorization #:	_____

WHEREAS: Landlord wishes to maintain continuous electric service at designated locations during periods when such units are unoccupied, Landlord agrees to be responsible for the payment of all electric service rendered during such periods when the service is in the Landlord's name. Delinquency could result in termination of this agreement.

Sole Proprietors must sign. Corporations require a corporate officer's signature. Partnerships require a general partner's signature.

Seasonal Dates (Optional):	FROM: _____	TO: _____
Billing Address (Post-Transfer):	_____	Recipient's Name: _____

**Service Address
Included:**

City, State, Zip:

**Landlord
Signature:**

Date:

WASHINGTON GAS

AUTOMATIC NAME CHANGE CONTRACT (ANCP)

Send to: **Washington Gas, 6801 Industrial Rd, Springfield, VA 22151 | Attn: ANCP Desk**

This agreement is by and between Washington Gas Light Company (WG) and the Manager / Owner of Property listed below.

Automatic Transfer: When a tenant at the property notifies WG that the tenant will move out, WG will automatically transfer the service to Manager's name, without imposing a service initiation fee. The date of transfer will be the date requested by the tenant.

Billing Responsibility: Manager will be responsible for paying the bill until WG transfers the service to the name of the new tenant. Automatic service transfers will not occur if the gas service at the property is discontinued for non-payment.

Discontinuation: Manager may discontinue service to a particular property only by sending WG a written notice requesting such discontinuation, and scheduling a meter reading date. Manager is responsible for providing access to the meter.

Term: This agreement shall be for an initial term of one year and shall continue on a month-to-month basis until terminated. Either party may terminate after the initial term by providing a written notice.

Termination for Cause: WG may terminate for cause if Manager requests termination of service to individual apartments or single-family dwellings more than two times in a twelve-month period.

Billing & Property Parameters

Property Street Address:	_____	Agreement Date:	_____
Billing Name:	_____	c/o:	_____
Billing Street Address:	_____	City, State & Zip:	_____
Business Phone:	_____	Home Phone:	_____
Manager/Owner Signature:	_____	Date:	_____
Printed Name & Title:	_____	Representative Capacity:	_____

Washington Gas
Rep Signature:

Date:

Please Retain The Yellow Copy For Your Records