

**NON-RESIDENT OWNER & TENANT GUIDELINES
OF
OLD MILL COMMUNITY COUNCIL, INC.**



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Tenant Relations

Dear Old Mill Resident/Non-Resident Owner:

Old Mill has outstanding tenants and the community is the better for their presence. Notwithstanding legal distinctions between owners and those who rent, those who rent are welcome members of the community, entitled to the same courtesies and respect in the community as owners. The distinction is something that should not be apparent in the everyday life of the community. Those who rent are encouraged to participate in the life of the community. Some tenants have rented in Old Mill longer than most owners have owned their homes here. Tenants have served on the Board of Directors and, at one time, the chair of the Architectural Committee was an individual who was renting a home in Old Mill. Some current and past members of the Board of Directors formerly rented in Old Mill before purchasing a home in the community. However, because of legal requirements, it is necessary at this time to point out some procedures that must be observed with regard to relations with tenants and non-resident owners.

The Association has no legal authority to directly assess a monetary penalty against a tenant who is renting a property. There is no direct legal or contractual relationship document between the Association and those who rent which would provide for this. The Virginia Property Owners' Association Act (VPOAA) provides that every property owner and all those entitled to occupy the property shall comply with the provisions of the VPOAA and the Association governing documents. The VPOAA further provides that the Association has the power to assess charges against any property owner in the Association for any violation of the governing documents or rules and regulations of the Association for which the property owner or his/her family members, tenants, guests, or other invitees are responsible.

To comply with the VPOAA and the Association governing documents, notification of violations must be sent to the property owner. Architectural violation notices or annual inspection are always sent to the property owner who is responsible for maintaining the property. Tenants who rent may be provided general notification of violations which are normally distributed in the community for such things as violations of the parking or trash regulations. However, since the property owner bears the legal and financial consequences for violations and has the right to legal due process, which includes notification, the Board has the obligation to notify the owners of tenant violations. The Association's fiduciary and legal responsibilities with regard to the Association governing documents are to the owners. However, the Association due process procedures also protect the rights of a tenant the same as an owner.

The requirement to comply with legal due process and the Association governing documents sometimes provides some consternation for those who rent, but it is necessary to protect the rights of the Association and the property owners. There is no intent to make life difficult for a resident who rents. The property owners are required by the Association Bylaws to provide tenants with a copy of the Association rules and regulations and enforce the Association regulations with regard to a tenant. The property owner has the legal contractual relationship

with the tenant and the authority to require compliance; the Association does not. The Association's legal enforcement authority is with the property owners.

In cases in which a non-resident owner uses an agent to manage a property, notification of the agent by the Association constitutes notification of the property owner. In the event that an agent does not notify an owner of tenant or other violations and monetary penalties are charged or legal action initiated against a property owner, the property owner remains liable. The negligence of an agent is a matter between the agent and the property owner concerned.

It is the Board's sincere hope that none of these enforcement procedures need to be used, a community functions well when all members treat each other with courtesy and respect.

**BOARD OF DIRECTORS
OLD MILL COMMUNITY COUNCIL**

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OLD MILL COMMUNITY COUNCIL, INC.

POLICY RESOLUTION NO. 003

Rules and Regulations Regarding Non-Resident Owners and Tenants

WHEREAS, Article VIII, Section 1(c) of the Association's Amended and Restated Bylaws provides that the Board of Directors shall have the power to "exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration" (collectively referred to as "Governing Documents"); and

WHEREAS, Article VIII, Section 1(a) of the Association's Amended and Restated Bylaws states that the Board of Directors shall have the power to "adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;" and

WHEREAS, the Board of Directors deems it to be in the best interest of the Association's residents to establish certain rules, procedures and guidelines regarding non-resident owners and tenants; and

NOW THEREFORE, BE IT RESOLVED that the following policy regarding non-resident owners and tenants is hereby adopted which shall supersede and replace any existing rules and regulations governing the non-resident owners and tenants:

I. Introduction.

A. Because of the highly mobile nature of employment in the Washington Metropolitan Area, many Old Mill homeowners are relocated to different parts of the world for two or three years and rent out their homes in Old Mill until they return. Other owners have purchased their property in Old Mill as real estate investment rental property or retain it as an investment when they move to another neighborhood. The purpose of these guidelines is to provide these owners with information concerning their responsibilities as a nonresident owner in Old Mill and to assist in preserving the property values of all owners.

B. Living and owning property in a Planned Unit Development (PUD) as Old Mill differs from living in and owning a single family detached home or living and owning in a community which does not share commonly owned facilities and property. The Declaration of Covenants, Conditions and Restrictions, which are part of the deed for each property in Old Mill and recorded among the land records of Fairfax County, provide for restrictions on the use of property within Old Mill and obligations for the owner. Owners and their agents must be aware of these restrictions and obligations since some restrictions pertain to leasing and owners remain responsible for the actions within Old Mill of their tenants and others whom they have permitted to reside on their property. Tenants must be aware of their obligations as a resident in a common interest association.

C. These guidelines provide information concerning the Declaration and the Association's Amended and Restated Bylaws ("Bylaws") which pertain to nonresident responsibilities as well as information concerning applicable provisions of the Virginia and Fairfax County Codes. These requirements help ensure that all residents of Old Mill have the peaceful enjoyment of their homes and the common area and protect the interests of all owners in the Association property. This in turn helps maintain property values, provide conditions for higher rent, attract and retain better tenants, and make Old Mill a pleasant and attractive community in which to live.

II. Association Requirements.

A. Declaration - The Declaration of Covenants, Conditions and Restrictions which pertain to properties in Old Mill provide that owners may delegate their rights of enjoyment of the Common Area and facilities in accordance with the Bylaws of the Association. For properties located in Section 1 of Old Mill (Cherry Oak, Cloverdale and Meadow Grove Courts), these provisions are contained in Article IV, Section 2, of the Declaration for properties in Section 1. For properties located in Section 2 of Old Mill (Buffie and Teakwood Courts), these provisions are contained in Article II, Section 2, of the Declaration for properties in Section 2. By leasing or otherwise permitting others to reside on their property, nonresident owners delegate their right of enjoyment of the Common Area and facilities and must do so in accordance with the provisions of the Association Bylaws

B. Amended and Restated Bylaws.

1. Article IV of the Bylaws contains the conditions with which nonresident owners must comply to delegate their right of enjoyment of the Common Area and facilities to their tenants or others that they have permitted to reside on their property. A copy of Article IV of the Bylaws is contained in Appendix A of these guidelines. Article IV states the information which a nonresident owner must provide to the Association and the provisions which must be in the leases.

2. Article IV states the responsibilities of all owners with regard to the Common Area, facilities, and Association and extends those responsibilities to the tenant through the lease.

C. Delegation Limits - Nonresident owners may delegate the use and enjoyment of the Common Area and facilities; however, the liabilities of a member as set forth in the Declaration and Bylaws, including but not limited to a member's liability for assessments, may not be delegated. All members remain liable for damages to the Association and its properties caused by themselves, their family members, their guests and their delegates and responsible for enforcing the Association Declaration, Bylaws or regulations with regard to the conduct and activities of their family members, their guests and their delegates.

D. Tenant/Nonresident Information.

1. Article IV of the Bylaws requires nonresident owners to provide the following information to the Association within thirty (30) days of moving from the property or changes of occupancy:
 - (a) the name, address and a day and night telephone number of the owner of record of the property.
 - (b) the name, address and business and emergency telephone number of the property manager or agent for the property, if any.
 - (c) the names of ALL persons (including those not listed in a lease) that the nonresident owner has authorized to reside on the property.
 - (d) a copy of the lease for the property or the terms of any oral lease or occupancy agreement in a case for which there is no written lease.
 - (e) a statement signed by both the nonresident owner or agent and the tenant that the tenant has been provided a copy of the Declaration, Bylaws and regulations.
2. Appendix B contains a copy of a form prepared by the Association for nonresident owners to provide the information required in the Bylaws. Copies are available from the Association and nonresident owners may make copies.

E. Leases.

1. All leases for properties within Old Mill must contain the provisions required in Section 8, Article IV of the Association Bylaws. Appendix C contains a copy of a lease form which nonresident owners can use to add the required special provisions to the leases for their properties. The lease form is provided to facilitate compliance with the Bylaws. The lease form is based on and designed to supplement the Northern Virginia Board of Realtors standard lease form; however, it can be used to supplement any lease form. Nonresident owners are not required to use this form. However, nonresident owners who do not use this form are still required to put similar language in their leases to comply with the Bylaws. Copies of the special provisions lease form are available from the Association and nonresident owners may make copies.
2. The special provisions in the leases required by the Bylaws protect the interests of the Association and the nonresident owner and state the rights and restrictions of the tenant with regard to the Association. Since compliance with the Declaration, Bylaws, and regulations is required, and the nonresident owners are responsible for the actions of their tenants within Old Mill, nonresident

owners can best protect themselves by expressly stating these provisions in their lease.

F. Agents - The Association will send correspondence, assessment bills and newsletters to a nonresident owner's agent or property manager as requested by the nonresident owner. Normally the Association will deal with the agent on matters concerning a tenant as requested by the nonresident owner. However, the Association reserves the right to contact a member directly in matters pertaining to the affairs of the Association, late assessments or in cases in which the Association has not been able to obtain satisfaction from the agent. Agents may not represent a nonresident owner in the affairs of the Association without the written authorization of the nonresident owner member.

G. Proxies - Nonresident owners may vote by proxy in the affairs of the Association at annual or special meetings of the members or may attend meetings in person. A proxy must be personally signed by a member unless it is accompanied by a power-of-attorney from the member which legally delegates an individual such authority. Nonresident owner members who want their agent or tenant to represent them in the affairs of the Association may give their proxy to the agent or tenant. Proxies must be filed with the Association in accordance with Article X, Section 5 of the Bylaws.

H. Tenant Participation - The Association encourages all residents to participate in the activities of the community. Tenants may serve on committees. However, tenants may not serve on the Board of Directors. In addition, tenants may not vote at annual or special meetings of the members unless such tenant serves as an owner's proxy.

I. Enforcement.

1. The Board of Directors has the fiduciary responsibility to abide by and enforce the provisions of the Declaration, Bylaws and Association regulations on behalf of the members. The Association has the right to enforce these provisions by any proceeding at law or in equity against the member. While it is best to resolve violations without resort to legal action, to preserve the integrity and enforceability of the Association governing documents, to protect property values and Association property, and to ensure that all residents have the peaceful enjoyment of the premises, it may be necessary to resort to legal action in some cases. Therefore, it is imperative that nonresident owners understand their responsibilities as a member of the Association, ensure that their tenants fully understand their obligations as a resident in Old Mill and that their agents fully understand the leasing requirements of the Association.

2. Nonresident owners are responsible for enforcing the Declaration, Bylaws and Association regulations as pertains to the conduct of their tenants within Old Mill. In the event that a tenant's behavior becomes a problem, the Board of Directors will contact the nonresident owner or agent to correct the situation. If this action fails to bring about the appropriate change in behavior, the Board of Directors will expect the nonresident owner to exercise the provisions of the

lease concerning a breach or failure by the tenant. Failure by a nonresident owner to take the remedies available to correct a problem with a tenant, may subject the nonresident owner to legal action by the Association.

3. The Declaration and Bylaws are an enforceable contract between the Association and the members. They provide the contractual conditions under which nonresident owners may delegate their use and enjoyment of the Common Area and facilities. The Common Area is private property owned by the Association and the Association enjoys the rights and remedies appurtenant to property ownership concerning that property. Failure by a nonresident owner to comply with the Bylaws or failure to delegate use of the Common Area and facilities in a lease as prescribed by the terms of the Bylaws may subject the nonresident owner to legal action by the Association and result in the lease being declared invalid.
4. In addition to the requirements of the Declaration, Bylaws, and regulations of the Association, nonresident owners must comply with applicable provisions of the Virginia State Code and the Fairfax County Code with regard to leasing their property.

The effective date for the date of this Resolution shall be December 15, 2011.

OLD MILL COMMUNITY COUNCIL, INC.

Maureen Thompson, President

APPENDIX A

Old Mill Community Council, Inc.'s Amended and Restated Bylaws

ARTICLE IV PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each member and his immediate family residing on the property shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to his tenants or contract purchasers who reside on the property, in accordance with the conditions set forth in these Bylaws. The rights and privileges of such delegatee are subject to suspension to the same extent as those of the member. The liabilities as a member as set forth in the Declaration and these Bylaws, including but not limited to a member's liability for assessments, may not be delegated. Members shall remain liable for damages to the Association and its properties, caused by themselves, their family members, their guests and their delegates and their guests.

Section 2. Members are responsible for enforcing the Association Declaration, Bylaws, and regulations with regard to the conduct and activities of their family members, guests or tenants and contract purchasers who reside on the property and their guests. In addition to all other remedies it may have, the Association has the right to notify the member or his agent of violations of the Declaration, Bylaws, or regulations by his family members, guests, or tenants or contract purchasers who reside on the property and their guests.

Section 3. Members are responsible for any deliberate or negligent damage to the Common Area or facilities caused by themselves, their family, or guests, or their tenants or contract purchasers who reside on the property and their guests. Unless paid sooner, payments received from members who owe the Association charges for damages and repairs shall be applied first to any interest, charges or attorneys' fees and then to the oldest quarterly assessment that is owed. The Association may also collect charges as otherwise allowed by law.

Section 4. Members are responsible for all costs incurred by the Association in removing vehicles parked in the member's assigned parking spaces by themselves, their family, or their guests, or their tenants or contract purchasers who reside on the property and their guests, which are abandoned or junk vehicles as defined in the laws of the Commonwealth of Virginia or Fairfax County or are causing damage to the Common Area. Unless paid sooner, payments received from members who owe the Association charges for removal of such vehicles shall be applied first to any interest charges or attorneys' fees and then to the oldest quarterly assessment, that is owed. The Association may also collect charges as otherwise allowed by law.

Section 5. Members are responsible for ensuring that no noxious or offensive activities shall be carried on upon the property, nor shall anything be done thereon which is illegal or may be or may become an annoyance or nuisance to the neighborhood or disturb the neighbors' peaceful enjoyment of their premises or the Common Area.

Section 6. To the extent permitted by law, use of the Common Area and facilities is solely at the risk of the member, his family members, guests and tenants and contract purchasers who reside upon the property and their guests. To the extent permitted by law, the Association shall not be liable for any damage, injury or loss of property occurring on the Common Area, unless caused by the gross negligence of the Association.

Section 7. Members shall provide the Association with the names of all persons, except for the member's immediate family residing on the property with the member or bona fide guests, who reside on their property and are thereby delegated use of the Common Area and facilities by virtue of their residence on a property within the jurisdiction of the Association. An immediate family consists of one or more or all of the following: a spouse, minor children, legal dependents or elderly parents.

Section 8. Members who do not reside on their property shall notify the Association Secretary or other authorized person in writing of their current address and telephone number and, also, the name, address, and telephone number of the member's agent when there is one within thirty (30) days of moving from the property. The member shall provide both a day and night telephone number with which the Association can contact them in emergency situations.

Section 9. Members who enter into a rental agreement with other persons to reside on the member's property or portion thereof as allowed by the Fairfax County Code who will have use of the Common Area and facilities by virtue of their residence on a property within the jurisdiction of the Association shall delegate the use of the Common Area and facilities to the tenants or contract purchasers who reside on the property in the following manner:

- (a) Notify the Association Secretary or other authorized person, in such form as the Board of Directors shall prescribe, of the name of any such donee and the names of other persons not listed in the rental agreement, except for bona fide guests, who are authorized by the member to reside on the property. Notification shall be provided within thirty (30) days of changes of occupancy.
- (b) Provide the Association Secretary or other authorized person a statement signed by both the member or his agent and the tenant(s) or contract purchaser(s) that the tenant(s) or contract purchaser(s) has (have) been provided a copy of the Declaration, Bylaws, and regulations.
- (c) Provide the Association Secretary or other authorized person with a true and correct copy of any written rental agreement or, in the case in which residence on the property is solely under the terms of an oral rental agreement, a statement that the oral rental agreement embodies the terms contained in Subsections (d) through (i) of this section of the Association Bylaws.
- (d) Include provisions in the rental agreement that require the tenant(s) or contract purchaser(s) to comply with the Declaration, Bylaws, and regulations; that the Association has the right to notify the member or his agent of violations of same; and

that the violations constitute a breach of the rental agreement or failure to fulfill the terms of the rental agreement.

(e) Include provisions in the rental agreement which state that the tenant(s) or contract purchaser(s) is (are) entitled to the use of not more than two parking spaces and identify the assigned parking space numbers and street name.

(f) Include provisions in the rental agreement which state that the tenant(s) or contract purchaser(s) shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Common Area and facilities or permit any family member or guest to do so. The tenant(s) or contract purchaser(s) shall be responsible for any damage caused by his (their) failure to do so and that the member, if charged by the Association, has the right to charge the costs to the tenant(s) or contract purchaser(s) as additional rent or terminate the rental agreement if the tenant(s) or contract purchaser(s) fail to pay the costs and deduct the costs of such damages from the security deposit.

(g) Include provisions in the rental agreement which state that the tenant(s) or contract purchaser(s) are responsible for removing vehicles parked in their assigned parking spaces parked by themselves, their family, or their guests, which are abandoned or junk vehicles as defined in the laws of the Commonwealth of Virginia or Fairfax County or are causing damage to the Common Area. The tenant(s) or contract purchaser(s) are responsible for any costs incurred by the Association caused by his (their) failure to do so and that the member, if charged by the Association, has the right to charge the costs to the tenant(s) or contract purchaser(s) as additional rent or terminate the lease if the tenant(s) or contract purchaser(s) fail to pay the costs and deduct the costs from the security deposit.

(h) Include provisions in the rental agreement which state that the rights and privileges of the tenant(s) or contract purchaser(s) are subject to suspension to the same extent as those of the member.

(i) Include provisions in the rental agreement which state that to the extent permitted by law, use of the Common Area is solely at the risk of the tenant(s) or contract purchaser(s) and, to the extent permitted by law, the Association shall not be liable for any damage, injury or loss of property occurring on the Common Area, unless caused by the gross negligence of the Association.

APPENDIX B

Old Mill Community Council, Inc.

Tenant/Nonresident Owner Information Form

Property Address: _____

Property Owner of Record:

Name: _____

Address _____

Phone: Home _____ Phone Work: _____

E-mail: _____

Property Manager / Agent

Name: _____

Address _____

Phone: Home _____ Phone Work: _____

E-mail: _____

Send Association Mail (Including Bills) To: _____ owner _____ agent _____ other

Name: _____

Address _____

Date of Lease or Agreement: _____

The following persons are authorized to reside on the property and are delegated the use of the common area and facilities of the Old Mill Community Council, Inc., in accordance with the bylaws of the Association (Including the names of those listed in the lease and those not listed in the lease.) I/We have been provided copies of the Association Declarations, Bylaws and Regulations and agree to abide by them and any future changes

Signature of tenant

Signature of Tenant
