

Title 5 – Rental of Residential Properties

5-1.1. Short Title.

This chapter may be cited as the "Green Run Rental Rules."

5-1.2. Purpose.

In the interest of ensuring (1) that Members and their tenants are familiar with and are in compliance with all Association rules, and (2) that the Association has adequate information with which to communicate with Members and their tenants about Association issues, and to enhance the Association's ability to communicate regarding occupants'/tenants' compliance with the provisions of Green Run Homes Association's Rules and Regulations, all as tending to prevent nuisances to all Members of the Association, the following Rules are adopted regarding Members who rent out their homes, and their tenants.

5-1.3. Applicability.

All Members who rent or who are considering renting their home are subject to these Rules, including where owner rents to a family member, lease-purchase agreements, and lease-option agreements.

- a. These Rules shall not apply to "Rental Units" as defined under the Association's Bylaws and Declaration
- b. These Rules shall not apply where the Member provides the Association with a possession agreement in connection with the sale of the property and the term of the possession agreement does not exceed 90 days.

5-1.4. Disclosure of Association Rules to Tenant.

At or before the time a lease agreement is signed between Member and a tenant or tenants, Member or Member's agent will provide copies of the Rules and Regulations, and any amendments to them, to the tenant, urging him to read them. Copies of the Rules and Regulations may be obtained by calling or mailing the office of the Green Run Homes Association or on the Association's website.

5-1.5. Required lease agreement/provisions:

All lease agreements must be in writing. A Member intending to rent out his home will specifically include written provisions in the lease to be signed by tenant, binding on tenant, his family members and his guests (hereafter collectively "tenant") providing for the following:

- a. tenant acknowledges being aware of the governing documents,
- b. tenant understands and acknowledges that tenant is fully subject to the governing documents and must comply with them in all respects; and
- c. if tenant fails to comply with any provisions of the governing documents it will be considered a material breach or default of the lease agreement, and be reason for eviction. Landlord irrevocably appoints Green Run Homes Association as "managing agent," as that term is used in the Virginia Code § 55-248.4, for the sole and limited purpose of instituting and prosecuting an action seeking eviction of behalf of the landlord for such breach. This provision is intended to benefit Green Run Homes Association.

5-1.6. Members will provide tenant information to Association

After a lease agreement is signed, Member or Member's property managing agent will provide to the Association in writing:

- a. Member's correct residence address and home phone number;
- b. the name, address, phone number, and point of contact for Managing Agent, if applicable;
- c. a copy of the entire lease agreement;
- d. the name of every tenant signing the lease agreement;
- e. the home phone number of tenant, and the work phone numbers of every tenant signing the lease agreement; and
- f. with tenant's consent, tenant's email address.

All owners with existing leases/tenants are to comply with this Rule and provide this information to the Association within sixty (60) days from the date this Rule is mailed to them.

5-1.7. Requirement for, and Disclosure of, Certificate of Compliance

The Member must obtain and maintain a current Certificate of Compliance issued by the City of Virginia Beach showing that the Member's property complies with the city's rental inspection ordinances. Member must provide a copy of this Certificate to Association.

5-1.8. Eviction of tenant for repeated non-compliance

In the case of repeated, uncured violations of the Rules and Regulations by a tenant, where the Association has mailed at least three (3) notices of violation and request for compliance to tenant and Member, and either tenant or Member has refused or otherwise failed to comply, the matter may be referred to a Hearing Panel and a Notice of Hearing will be issued. In addition to any other remedies available, the Hearing Panel may require the Member to will commence an eviction proceeding against the tenant and prosecute it to completion and eviction of that tenant.

In the event a member fails or refuses to comply with this or any other rule, the Association may make an application for injunctive relief or damages, during which the court may award to the Association court costs and reasonable attorneys' fees. Additionally, the Association may bring an action for eviction of the tenant. In the event any such action is instituted by the Association, the landlord shall indemnify the Association for and hold the Association harmless for all legal and other expenses, costs, or damages associated with the action, without regard to whether or not the tenant is evicted. In the event a member fails or refuses to comply with this or any other rule, the Association may make an application for injunctive relief or damages, during which the court may award to the Association court costs and reasonable attorneys' fees. Additionally, the Association may bring an action for eviction of the tenant. In the event any such action is instituted by the Association, the landlord shall indemnify the Association for and hold the Association harmless for all legal and other expenses, costs, or damages associated with the action, without regard to whether or not the tenant is evicted.

5-1.9. Licensed Property Managers Required

- a. All Members who rent their homes to tenants as of January 1, 2010 or thereafter, including where the Member rents to a family member, must either (1) hire a licensed real estate broker who regularly engages in the management of residential real estate for the purpose of providing

- b. If a member receives two or more notices of violation from the Association during any 12 month period, the Association may require, in addition to any other remedies available, that Member hire a licensed real estate broker as set forth in A(1) above.

5-1.10. Registered Agent

Members who reside outside of the Commonwealth of Virginia and who rent their property in Green Run shall appoint a Virginia registered agent for the purpose of service of any process, notice, order, or demand required or permitted by law to be served upon such Member and shall provide the Association with the name and contact information for such registered agent.

5-1.11. Effective Date of This Rule

- a. All provisions of this Rule shall immediately become effective for all tenancies Members enter into on or after October 1, 2009, including renewals of any existing tenancies that become effective on or after this date.
- b. All existing rental and verbal tenancies shall be subject to all provisions of this Rule, except 5-1.4, beginning October 1, 2009.
- c. All Members with an existing written lease agreement in place must comply with provision 5-1.4 of this Rule at the time of renewal or extension of such lease or when they lease to another tenant, whichever first occurs.
- d. Members who have rented their house under verbal agreement, who have tenants in their home on a month to month basis, or whose existing written lease agreement has expired but tenant continues to live in and/or rent the house must comply within ninety (90) days from the date this Rule is mailed to them.