

**CHAPTER FIFTEEN - Section 15.01**

**LEASING OF PROPERTY**

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| Approved: | March 21, 1983    |
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| Amended:  | May 17, 1990      |
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| Amended:  | April 22, 2004    |
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| Amended:  | April 26, 2007    |
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| Amended:  | May 26, 2011      |

**I. GENERAL**

- A. The Board of Directors shall establish the policy for leased (as defined herein) lots at Lake Monticello and shall establish the obligations, responsibilities and privileges of Lessors and of Lessees of property at Lake Monticello.
- B. This policy is subject to change upon 30 days prior notice as to new rental agreements or renewal of existing rental agreements. Property with existing leases covering a period of one year or more shall not be affected by any change(s) in this policy for a period of 12 months, or at the renewal, extension or termination of the rental lease, whichever first occurs.
- C. The Board of Directors reserves the authority to make exceptions when it considers such exceptions to be in the best interest of the Association. Any such exceptions must be accompanied by a written request to the Board of Directors documenting the facts of the case.

**II. APPLICATIONS**

- A. This policy shall apply where leases are for a specified period of time in exchange for periodic payment of a stipulated price referred to as rent, or arrangements whereby the non-occupant owner derives income or equity from payments made by the occupant.
- B. This policy shall not impose an obligation for a rental fee when developed property is occupied by relatives or close friends of the property owner and no rent or payments are paid by the occupant and no income or equity is derived by the property owner(s) from the occupant's payments. Such occupants are considered guests of the property owner and such occupants shall pay guest fees for use of all amenities requiring such payment.

**III. DEFINITIONS**

- Improved Lot: Has a single residential house approved as completed by the Environmental Control Committee. It may also be referred to as a developed property.
- Unimproved Lot: Does not have a single residential house approved as completed by the Environmental Control Committee. It may also be referred to as an undeveloped property.
- Marina Point Unit: A Marina Point Condominium unit.
- Lease/Leasing: An agreement which gives rise to relationship of landlord and tenant or lessor and lessee. An arrangement whereby the occupant of the Property who is not the owner of the Property but makes the mortgage payments or makes other payments from which the owner of the Property derives income or

equity shall be deemed a lease for purposes of Policy Manual Section 15.01. This shall include a written or oral agreement.

**Month to Month Lease:**

A Month to Month Agreement where no written lease is involved, rent being paid monthly is still considered by the Association as a lessor-lessee agreement requiring a Tenant Registration Fee. This shall include a written month to month agreement or a carry-over of existing leases of month to month.

**Rent:**

Considerations paid for using or occupying property. It is the compensation or fee paid, usually periodically, for the use of any property, land, buildings, equipment, etc. This shall include equity, mortgage or other payments made by the occupant other than the owner for the benefit of the owner.

**Bona fide Lessor:** Owns property and leases it to a lessee and has lessee property registered with LMOA.

**Bona fide Full-time Lessee (or Tenant):**

The lessee is legally domiciled at Lake Monticello. As per this policy, this is defined as annual renting or yearly renting (12 months) or more.

**Bona fide Part-time Lessee (or Tenant):**

A lessee of a residence at Lake Monticello who is domiciled at another address. As per this policy, this is defined as less than annual renting or yearly renting (less than 12 months).

**Tenant (or Lessee):** A head of the household or person leasing property from a property owner.

**Property:** Improved or Unimproved residential lot at Lake Monticello.

**Property Owner(s):** The person or persons listed as a record owner of a lot or Marina Point Condominium unit at Lake Monticello in the Clerk's Office of the Circuit Court of Fluvanna County.

**Member in Good Standing:**

As established in the LMOA Bylaws Section 2.01(F).

**Registered Guest:** A tenant, relative or other guest of a property owner, who has been registered on a Master Guest List maintained by the Lake Monticello security department as provided for under LMOA policy PM 19.03, subsection IV-A.

**IV. PRIVILEGES AND RESPONSIBILITIES**

A. A lessee shall, as a Registered Guest, be entitled to the same privileges as a guest of a property owner, provided the lessor is in good standing, all applicable fees and assessments have been paid, and lessee is properly registered with the Association.

The foregoing notwithstanding, a lessee shall not be eligible for the following privileges:

1. Leasing of an LMOA boat slip;
2. Ability to conduct a home occupation on the premises;
3. Voting in the affairs of the Association;

A lessee shall be eligible for the following privileges:

1. Registering guests on their Master Guest List maintained by the Lake Monticello security department, subject to the provisions of PM 19.03.

2. Purchase guest gate access devices for individuals on their Master Guest List maintained by the Lake Monticello security department.
- B. If a lessor is not in good standing, a lessee may only travel to and from the property but shall have no use of the amenities of the Association.
- C. The lessee may use all the amenities of the Association upon payment of the appropriate guest fees.
- D. A property owner leasing his property shall retain LMOA voting privileges unless he has filed a duly executed proxy in accordance with Section 4.10 of the Association's Bylaws, and shall retain the right to participate in all amenities of the Association provided he is a member in good standing.
- E. The lessor shall be responsible for all debts and acts committed by the lessee, his spouse, dependents, and bona fide guests. Violations of LMOA policies, rules, or regulations may result in the suspension of the lessee's privilege to use of any or all of the LMOA amenities.

## **V. FEES**

### **A. Tenant Registration Fee**

Each property owner shall pay, at the beginning of each new tenant/landlord relationship, a Tenant Registration Fee to cover the administrative expense of registering a tenant. The fee shall be set at thirty-five dollars (\$35.00) for the calendar year 2004, and may be increased each year based on increases in the Consumer Price Index as of December 31 of the previous year.

1. The currently applicable fee shall be published annually in the Association's schedule of dues, assessments, charges and fees.
2. The Tenant Registration Fee does not include the annual dues, assessments, or improved property fee for a lot.

### **B. Multiple Lot Owners**

Tenants of lessors who own more than one Lake Monticello lot shall be registered guests of the lessor, for the improved property at which they reside. The annual dues paid by the owner for that lot shall entitle the tenants to access and amenity use privileges and shall be used for the upkeep of the community infrastructure. If the multiple lot owner rents all of his improved Lake Monticello lots and owns no other lots at the Lake, the lot owner shall retain his access and amenity use rights, but shall be responsible for payment of one additional annual fee equal to the current membership dues for these rights and for the maintenance of the community infrastructure.

### **C. Single Lot Owners**

If a member owns only one lot, and leases that property, the member shall be responsible for payment of the current annual membership dues for the member's access and amenity use rights and for upkeep of the community infrastructure, as well as one additional annual fee equal to the membership dues. This additional fee shall entitle the tenant to access and amenity use privileges as a registered guest and shall be used for upkeep of the community infrastructure.

## **VI. IDENTIFICATION**

- A. No gate access devices shall be issued until all applicable fees have been paid by the property owner and the lessee.

- B. When a lessee is no longer a resident at Lake Monticello, he shall notify the Association. Use of the gate access device for entrance by any individual when the lessee is no longer a resident shall be considered trespass.
- C. Resident cards may be issued to lessees.
- D. All lessees and occupants of the property shall be registered with the Association by the property owner(s).

**VII. LEASING RESTRICTIONS**

- A. The leasing of unimproved lots in the Lake Monticello community shall be prohibited.
- B. The Association prohibits leasing of lots for less than 30 days except to property owners in good standing.
- C. The Association prohibits time-sharing as defined in the Virginia Time Share Act.
- D. A single-family residence is restricted to the use of a single family, their household domestics, and guests.

**VIII. LEASING REQUIREMENTS**

- A. A copy of the lease or rental agreement between a lessor and lessee, signed by all parties, shall be filed in the Association's office.
- B. If there is no written lease or written agreement, it is still the responsibility of the lessor to register any lessees in writing with LMOA.
- C. The official date of filing shall be no later than the date the lessees occupy the leased property.
- D. The lessor is responsible to advise his tenants or users of his property of their responsibility to abide by the policies, rules, and regulations of LMOA.

*Cross Reference:*

*Bylaws Article 4, Section 4.10 – Voting*

*PM 19.03 - Access to and Within the Lake Monticello Community*

*PM 20.01 - Non-Voting Memberships*