

THE MAJESTIC CONDOMINIUM UNIT OWNERS ASSOCIATION

Policy Resolution No. 20091110-1

RELATED TO THE LEASING OF UNITS

WHEREAS, The Unit Owners Association of The Majestic Condominium (“Association”) came into existence as a condominium association organized and operating pursuant to the District of Columbia Condominium Act at Sections 42-1901.01 *et seq.* of the District of Columbia Statutes as amended, (“Act”) by the filing of the Declaration and Bylaws of The Majestic Condominium in the District of Columbia Land Records, and

WHEREAS, Section 42-1902.09 of the Act, Section 14 of the Declaration, and Section 9.2 of the Bylaws require all Unit Owners, occupants, guests and invitees of the Association to comply with the Declaration, Bylaws, and all provisions of the Act, and

WHEREAS, Section 4.2 and Section 5 of the Bylaws empower the Board of Directors with the duty to provide for the operation, care, upkeep and maintenance of the Condominium Property and services of the Condominium, and

WHEREAS, Section 5.1(5), and Section 8 of the Bylaws confer upon the Board of Directors the power to establish, adopt, and enforce rules and regulations with respect to the use of Common Elements, and facilities located within the Association and the personal conduct of the Unit Owners and their guests, invitees and tenants thereon, and to establish penalties for the infraction thereof, and

WHEREAS, Section 9.14 of the Bylaws requires leases of Units to, among other things, (a) be written, (b) be for a term of not less than six (6) months, nor greater than one (1) year, (c) require that the lessee to comply with the Condominium Instruments and Rules and Regulations, and (d) be delivered to the Association within seven (7) days of execution.

WHEREAS, the Board has determined that a need exists to require a lease addendum to remind existing and potential Unit Owners and their tenants of obligations required by the recorded covenants of the Association; and

WHEREAS, the Board wishes by this Resolution to specify such addendum and related rules pertaining to the leasing of Units.

NOW, THEREFORE, the Board hereby resolves that:

1. The above Recitals are hereby incorporated into this Resolution as if fully set forth herein.

2. For any lease of a Unit within the Association entered into after the effective date of this Resolution, the lease must be in writing, and a current copy of the lease must be filed with the Association, through its Managing Agent at all times during the term of the lease.
3. All leases shall contain the best contact information for use by the Association to contact the tenant/lessee as well as the owner of the Unit being leased.
4. The prescribed form of lease shall be any reasonable lease form chosen by the Unit Owner and agreed to by the tenant/lessee, and shall be accompanied by a lease addendum in the form attached hereto as **Exhibit A** ("Lease Addendum"), signed by the Unit Owner and tenant/lessee.
5. The Lease addendum form attached hereto as **Exhibit A**, shall supersede all earlier forms of lease or lease addendum prescribed by the Board, provided, however that any such earlier forms, if used and still in effect, shall remain fully enforceable.
6. The Association may, at any time, assess violation charges and/or suspend the right to facilities and services provided by the Association (including parking privileges) of an Owner and the Owner's tenants if the Association has not been provided with a copy of the executed Lease and Lease Addendum for such tenants.
7. The Association may, at any time, enforce its Condominium Instruments, and Rules and Regulations as against the tenant/lessee as well as or instead of against the owner of the leased Unit, including imposing violations charges on the tenant/lessee, suspending parking, and/or suspending other privileges.

EXHIBIT A

LEASE ADDENDUM

THIS ADDENDUM to a certain lease (“Lease”) of Unit [*insert address*]_____ at The Majestic Condominium Unit Owners Association (“Association”) is made this ____ day of _____, 20____, by and between _____ (“Landlord”) and _____ (“Tenant”).

WITNESSETH THAT:

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, Landlord and Tenant hereby agree that the following provisions are added to the Lease, and that in the event of any conflict between the provisions of the Lease and the provisions of this Addendum, the provisions of this Addendum shall control.

1. Applicability of Condominium Instruments.

A. Condominium Instruments and Rules. Tenant’s right to use and occupy the above-referenced Unit at the Premises shall be subject and subordinate in all respects to the provisions of the Declaration and Bylaws of the Association (“Condominium Instruments”) and to such other rules and regulations as the Board of Directors of the Association may from time to time promulgate (“Rules and Regulations”). Tenant acknowledges receiving a copy of the Condominium Instruments and the Rules and Regulations from Landlord, but further agrees that any non-receipt of these documents shall not constitute a defense to any breaches thereof. Tenant further understands and agrees that the Association may suspend his or her right to facilities and services (including recreational facility and parking privileges) provided by the Association in accordance with the procedures set forth in the Condominium Instruments, adopted Resolutions and the Rules and Regulations for Tenant’s violation of those documents or the Landlord’s failure to pay assessments to the Association.

B. Violations. Any violation of the provisions of the Governing Documents or the Rules and Regulations by Tenant, or Tenant’s family, guests, agents, licensees or invitees, shall constitute a material breach of the Lease. In the event of such violation or in the event of Tenant’s nonpayment of rent to the Association pursuant to Paragraph 1(C) below, the Association shall have the right to take appropriate action, including legal action against the Landlord, Tenant or both, for injunctive relief, damages or any other remedies necessary, including without limitation the right, on behalf of Landlord, to terminate the Lease, evict Tenant and obtain possession of the Premises. The Association may avail itself of such right to terminate the Lease, and bring summary proceedings to evict Tenant and obtain possession of the Premises after giving 45 days’ written notice to Landlord. Landlord agrees that Landlord shall pay the Association all costs and attorney’s fees incurred by the Association in enforcing the Condominium Instruments and Rules and Regulations and in exercising any other rights and remedies set forth herein.

C. Assignment of Rent. If, at any time after the signing of this Addendum, the Landlord is delinquent in the payment of amounts due from Landlord to the Association as required by the Condominium Instruments, Landlord and Tenant acknowledge that the Association may demand and promptly shall receive payment from Tenant of all rent becoming due from Tenant to Landlord, up to an amount sufficient to pay all sums due from Landlord to the Association, and any such payment from Tenant to the Association shall be deemed to be full and sufficient payment of rent to Landlord in accordance with the Lease, thus discharging Tenant from any obligation to pay such amounts directly to Landlord, so long as such payments are made to the Association, until Landlord's delinquency to the Association has been cured. Landlord hereby assigns to the Association the right to take legal action for non-payment of rent, including the right to terminate the Lease, evict Tenant, and obtain possession of the Premises, as set forth in Paragraph 1(B) above, if Tenant fails to pay the Association any amounts due pursuant to this Paragraph. The Landlord remains liable for all amounts due the Association under the Condominium Instruments and shall be responsible for payment of such amounts if the Tenant fails to make his monthly payment to the Association pursuant to this Paragraph. The Landlord shall remain responsible for any and all costs of collecting the Association assessments, including costs and attorneys' fees.

2. **Insurance**. Tenant further agrees to secure and maintain a policy of renter's insurance with respect to Tenant's occupancy of the Premises, which policy shall cover liability and Tenant's personal property. If so requested by the Association or the Landlord, Tenant shall produce evidence of said coverage. Tenant agrees that a failure by the Tenant to secure a renter's insurance policy shall be deemed a waiver of any right(s) Tenant may have against the Association for loss or damage to personal property of the Tenant.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed on the date first written above.

LANDLORD:

TENANT:

print name

print name

address

address

**AFTER EXECUTION, PLEASE PROVIDE THE ORIGINAL OR A COPY OF THIS
LEASE TO THE MANAGEMENT OFFICE OF THE MAJESTIC CONDOMINIUM
UNIT OWNERS ASSOCIATION**

THE MAJESTIC CONDOMINIUM UNIT OWNERS ASSOCIATION
Resolution Action Record

Resolution Type: Policy No. _____

Pertaining to: Leasing of Units

Duly adopted at a meeting of the Board of Directors held _____, 20__.

Motion by: _____ Seconded by: _____

VOTE:

	YES	NO	ABSTAIN	ABSENT
_____ Director	_____	_____	_____	_____
_____ Director	_____	_____	_____	_____
_____ Director	_____	_____	_____	_____
_____ Director	_____	_____	_____	_____
_____ Director	_____	_____	_____	_____

ATTEST:

Secretary: _____ Date: _____, 20__

Resolution effective _____, 20__.