

**STRATTON HOUSE CONDOMINIUM UNIT OWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 04-02**

Moving Procedures

1. No move shall be made without the proper authorization from the managing agent obtained in advance of the move. Unit owners must contact the management agent at least seventy-two (72) hours in advance to schedule a move. Unit owners are responsible for notification of the management agent when their tenants are moving in or moving out. The managing agent shall have the authority to prohibit any moves that have not been properly authorized.
2. A non-refundable fee of \$75.00 shall be due from the unit owner or tenant before a move-in will be permitted. This fee shall cover administrative and other costs associated with any move. All fees shall be payable to Stratton House Condominium Unit Owners Association and must be received by the managing agent before elevators will be padded for the move. This charge will also be coordinated to the use of the building entry system – new residents will not be programmed into the building intercom system until the managing agent has received the \$75.00 fee. The fee is a one time fee; however, anytime, a move-in is planned, the fee must be paid to the managing agent prior to the scheduling of the move. The unit owner shall be solely responsible for the payment of the move fee. If non-compliance to these Rules and Regulations are found and the fee is not paid, the fee will be assessed against the unit owner's account.
3. Established hours for moves are 9:00 a.m. – 5:00 p.m. Monday through Saturday (no moving is permitted on Sundays or on holidays). The Board of Directors may assess rules violation charges not to exceed fifty dollars (\$50.00) for violation of the moving days and hours rules, as set forth herein.
4. Unit owners are responsible for the proper removal of trash debris. All boxes must be broken down, bound and put in the trash dumpster (located in the behind building 3601 South 5th Street).
5. Wall and floor coverings are placed in the elevator cab prior to each move to minimize damage prior to each scheduled move. Unit owners are responsible for ensuring that the floor coverings are put down in the lobby areas prior to the move.
6. Any damages caused to the common elements during a move and/or resulting from the unit owner or his tenant's failure to exercise due care or following the moving policy shall be assessed against the unit owner.
7. Non-compliance with any of these rules will subject the non-complying unit owner to a violation charge or charges as established pursuant to Article 9, Section 9.1 (g) of the By-laws. Every violation of a rule contained herein shall be considered a separate violation for purposes of the violation charge. Unit owners shall be responsible for the actions of their tenants, family members or guests regarding the moving policy contained herein.

**STRATTON HOUSE CONDOMINIUM
MOVING APPLICATION FORM**

The following application form for moving into the Stratton House Condominium must be filled out completely and sent to the management company, to be accompanied by a check or money order payable to Stratton House Condominium for \$75.00.

Mail completed form and payment to:

Stratton House Condominium
C/o Capitol Property Management
3914 Centreville Road, Suite 300
Chantilly, VA 20151

DATE: _____

OWNER'S NAME: _____

TENANT NAME(S): _____

BUILDING NUMBER: _____

UNIT NUMBER: _____

TELEPHONE NUMBERS: (h) _____

(o) _____

(c) _____

EMAIL ADDRESS: _____

MOVE IN DATE AND TIME: _____

NAME OF MOVING COMPANY: _____

DATE LEASE AND LEASE ADDENDUM
SUBMITTED TO MANAGEMENT: _____

**STRATTON HOUSE CONDOMINIUM UNIT OWNERS ASSOCIATION
PARKING REGULATIONS**

ADDENDUM 12/2008 (note changes)

TOWING ENFORCEMENT

Towing will be in full force and effect: Monday through Thursday, from the hours of 12:00 midnight to -5:00am. Your vehicle may be towed for any of the following violations:

ANY VEHICLE WITHOUT A CURRENT STRATTON HOUSE PERMIT OR VISITOR TAG

EXPIRED LICENSE PLATES (14 day grace period allowed from date of expiration)

VEHICLE/APPEARS INOPERATIVE OR ABANDONED (as determined by the Board)

ILLEGAL PARKING (violation of any parking regulation, county or state regulation)

COMMERCIAL VEHICLES, VEHICLES WITH SIGNAGE, LADDERS, ETC.

PARKING IN FIRE LANE

PARKING IN HANDICAP SPACE WITH NO HANDICAP PERMIT DISPLAYED

PARKING IN NO PARKING ZONE WITHOUT A PERMIT

BLOCKING TRASH RECEPTACLE

DOUBLE PARKING

MOTORCYCLES ARE TO PARK IN DESIGNATED MOTORCYCLE PARKING AREA

PARKING PERMITS

One (1) visitor parking permit will be issued per household at no charge, upon registration by the owner of the unit. Non-owner residents must register and also provide a copy of their lease agreement. There is a \$50.00 replacement charge for a permit. Under no circumstances may an owner or non-owner resident apply for a visitor parking tag or parking permit for use by anyone other than an individual living in the unit for which the permit is requested. Owners will receive parking permit stickers upon registration of their vehicles. **No more than 2 parking permit stickers will be issued.** The parking permit stickers will be numbered and registered. They will be made from peel off vinyl, so you may transfer them from one vehicle to another. **HOWEVER**, again we reiterate that any vehicle they are used in must belong to the unit that applied for the permit. Violations may result in towing without warning.

VISITOR PARKING

Visitors may park in any of the parking spaces provided that they have a current, valid visitor parking tag. A Stratton House hanging visitor tag must be displayed on the rearview mirror. Any visitor will be towed that is not displaying the hanging tag.

CHANGE STATEMENT

The Board of Directors reserves the right to change this document and the reasons for towing at its discretion. A notice of the changes posted in the bulletin boards will serve as notice to all residents of any changes.

Stratton House Parking Permit Application

(All information contained is for the use of the Board of Directors and the Property Manager. This information will not be provided to the public.)

OWNER(s) or TENANT(s)? (Circle one) Name (Print): _____

ADDRESS: _____ SIZE OF UNIT: EFFICIENCY ____ 1BR ____ 2BR ____

Email Address: _____

ADDRESS IF NOT CURRENTLY RESIDING AT STRATTON HOUSE CONDOMINIUM:

DAYTIME PHONE: _____ EVENING PHONE: _____

EMERGENCY CONTACT: _____ PHONE: _____

=====

VEHICLE INFORMATION –(Year, Make, model, color, State, tag #, year): (Example: 2005, Ford Explorer, White, VA, XYZ-9876)

VEHICLE #1: Owner or Tenant? (Circle one) Vehicle Use: [] Personal Use ONLY [] Personal/Business Use-(Explain)

Vehicle Registration Information: _____

Explain any Business Vehicle Use: _____

VEHICLE #2: Owner or Tenant? (Circle one) Vehicle Use: [] Personal Use ONLY [] Personal/Business Use-(Explain)

Vehicle Registration Information: _____

Explain any Business Vehicle Use: _____

IF RENTING MUST INCLUDE COPY OF LEASE

DECLARATION: By my signature below, I acknowledge the following:

"I received, read and understand the current Stratton House parking rules addendum. If applicable, I have agreed to furnish these rules to my current and future unit tenant(s). I have further agreed that I and current and future tenant(s) will abide by the Stratton House Parking Rules. I understand that violation of the Stratton House Parking Rules will subject my vehicle and/ or my tenant(s) vehicle(s) to immediate towing without notice. I further acknowledge that this towing is at the vehicle owner's risk and expense, and acknowledge that replacement permit/guest permits are \$50.00, payable to Stratton House Assoc. I am aware that the Stratton House Permit must be affixed to the inside, lower left hand (Driver's side) of the rear window."

OWNER(s) or TENANT(s)? (Circle one)

Signature(s): _____ Date: _____

Note: Must sign and date above, supply complete information before decal(s) and hang tag will be issued. Dues must be current.

TO BE FILLED OUT BY BOARD MEMBER OR MANAGEMENT AGENT:

Copy of lease presented (yes / no) Current in Assessment Fees (yes / no)

Decal #1 No: _____ Decal #2 No: _____ Guest Tag No: _____

Date Issued: _____ Date Issued: _____ Date Issued: _____

STRATTON HOUSE CONDOMINIUM UNIT OWNERS ASSOCIATION
AUTHORIZATION TO ENTER UNIT

I/we the undersigned to hereby authorize and agree to provide access to my/our condominium unit to the Stratton House Condominium Unit Owners Association (SHC ASSOCIATION) and give them permission to enter, by or through their authorized agents, into my condominium unit, for the purposes of emergency access and/or facilitating repairs to my unit in my absence.

I/we agree that the SHC ASSOCIATION and/or its managing agents and/or employees will not be held responsible for any damages or losses that may be incurred as a result of any action taken pursuant to this authorization, with the exception of any damages or losses that may result from proven negligence on the part of the SHC ASSOCIATION and/or its managing agents and/or employees. I/we also agree to hold harmless such SHC ASSOCIATION, managing agents and/or employees from any claims or obligations and any consequential or incidental damages arising out of or related to any acts or omissions related to this authorization, with the exception of any proven negligent acts or omissions, on the part of the SHC ASSOCIATION or its duly authorized agents.

Please return form with a key to your unit. If keys are not turned over to the Stratton House Condominium Association and access must be gained to your unit, your account will be charged the cost of the lock-out service.

Date: _____

Name(s): _____

Signed: _____
Owner/Resident

Signed: _____
Owner/Resident

Address: _____
Building Address & Unit Number

Important Note: The Stratton House Condominium DOES NOT and will not provide entry for residents who lock themselves out or lose the keys to their unit. Please do not ask board members or the management agent to make any exceptions to this rule.

**STRATTON HOUSE CONDOMINIUM
UNIT OWNERS ASSOCIATION**

REGULATORY RESOLUTION 2003-01

LEASE ADDENDUM

WHEREAS, Stratton House Condominium was duly created by a Declaration executed on August 20, 1984, which Declaration was subsequently recorded in the land of records of the Circuit Court of Arlington County at Book 2148, Page 952; and,

WHEREAS, as attached thereto as Exhibit "B," Bylaws of the Stratton House Condominium Unit Owners Association ("Association") were simultaneously recorded with the Declaration to provide for the self-government of the Condominium; and,

WHEREAS, Article 3, Section 3.1 of the Bylaws empowers the Board of Directors with "...all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association"; and,

WHEREAS, Article 5, Section 5.8(a)(6) of the Bylaws requires that any unit owner who leases his/her unit shall do so by written lease for a period of not less than six (6) months in duration, which lease shall require the lessee to comply with the condominium instruments and rules and regulations, and further provides that the failure on the part of the lessee to so comply with the condominium instruments shall constitute a default under the lease; and,

WHEREAS, Article 5, Section 5.8 (a)(6) of the Bylaws additionally grants the Board of Directors the discretion to require a standard form lease, and also requires to the unit owner to promptly provide to the Board of Directors a conformed copy of the executed lease; and,

WHEREAS, it is the Board of Directors' intent to ensure that all leases entered into by unit owners and their lessees contain the compliance and default provisions that said leases also address other relevant issues related to the leasing of units; and,

WHEREAS, the Board of Directors has determined that requiring a Lease Addendum in the form prescribed and addressing issues related to the leasing of unit in Stratton House Condominium units is the most effective and enforceable means by which to accomplish its intent;

NOW, THEREFORE, BE IT RESOLVED that from the effective date of this resolution, the attached Lease Addendum shall be executed with all written leases pertaining to Stratton House units, and that the following regulations, which shall be deemed to be regulations of the Association and enforceable as such, shall apply to all unit owners who lease their Stratton House units:

- A. The Lease Addendum shall be in the form attached hereto.
- B. The Lease Addendum is to be used by the unit owner and executed with the written lease.
- C. The unit owner shall provide the Board of Directors or its management agent with a conformed copy of both the lease and the Lease Addendum documents at least twenty-four (24) hours prior to tenant move-in.
- D. Failure by the Unit Owner to comply with the above regulations shall be deemed to constitute a violation of the condominium instruments and shall render the Unit Owner subject to enforcement action pursuant to Article 9, Section 9.1 (*Compliance and Default – Relief*) of the Bylaws, including, without limitation, any and all remedies available to the Association as set forth therein.

STRATTON HOUSE CONDOMINIUM

UNIT OWNERS ASSOCIATION

LEASE ADDENDUM

THIS LEASE ADDENDUM is an addendum to a certain lease dated _____ ("Lease") of the condominium unit with an address of _____, # _____, Arlington, Virginia 22204 (the "Unit") in the Stratton House Condominium by and between _____, owner(s) of the Unit (hereinafter called "Landlord"), and _____ (hereinafter called "Tenant(s)"), who comprise all of the Tenants leasing the above-referenced Unit in the Stratton House Condominium (hereinafter "Condominium").

WITNESSETH THAT:

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, Landlord and Tenant hereby agree as follows:

1. Compliance with Condominium Governing Documents.

A. Pursuant to Va. Code Section 55-79.53 (*Virginia Condominium Act -- Compliance with condominium instruments*), and Article 5, Section 5.8(a)(6) of the Stratton House Unit Owners Association ("Association") Bylaws ("Bylaws"), Tenant's right to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Stratton House Condominium Declaration, the Bylaws and all rules, regulations and policy statements of the Association's Board of Directors (collectively, the "condominium instruments"), and to such other rules and regulations as the Board of Directors or the Association may from time to time promulgate and as any of the foregoing may be lawfully amended from time to time.

Failure to comply with the provisions of the condominium instruments or the rules and regulations, pursuant to Article 5, Section 5.8(a)(6) of the Bylaws, shall constitute a material breach of the Lease and grounds for eviction of Tenant. If Tenant continues to fail to comply with the condominium instruments and/or rules and regulations, the Landlord, or the Association, may initiate eviction proceedings and Landlord or the Association shall be entitled to all remedies available under the lease, lease addendum, condominium instruments and by law. Remedies shall be deemed cumulative. Landlord hereby appoints the Board of Directors of the Association as attorney-in-fact for Landlord and further agrees that all attorney's fees and costs incurred by the Association to evict Tenant for violation of the Association's rules and regulations shall be paid by Landlord if Landlord fails to commence such proceedings within forty-five (45) days after notice to Landlord by Association by certified mail, return receipt requested.

B. The Lease grants Tenant a leasehold estate interest in the Unit together with a license granting Tenant, for such lease term, Landlord's rights to use the common elements and facilities of the Condominium; provided that Tenant and Tenant's family, guests, licensees, employees and agents exercise such license in accordance with the provisions that of the Association, including, without limitation, the right to vote. Tenant shall indemnify and hold harmless Landlord from and against any damages, direct or indirect, incurred by Landlord as a result of the non-compliance by any of the above-mentioned persons with the provisions of any of the Stratton House condominium instruments or any other covenant of the Lease.

2. Use and Occupancy of Unit. Tenant agrees not to use or occupy the Unit or the Condominium's common elements in any manner annoying or offensive to other residents of the Condominium, and to make no alterations or additions to the Unit, its fixtures or the common elements without the prior written consent of the Landlord and the Board of Directors, as required by the condominium instruments. Tenant agrees to use the Unit exclusively for a private, single-household, residential dwelling. "Single-household" is defined as a single family related by blood, marriage, or adoption, or as no more than four (4) unrelated individuals. The unit occupancy limits per unit are as follows: Two (2) occupants for a one-bedroom unit; four (4) occupants for a two-bedroom unit.

3. Payment of Assessments. Upon written request by the Association and after written notice to Landlord, both notices by certified mail return receipt requested, Tenant shall pay to the Association, during the term of the lease and during all other periods of occupancy by the Tenant, all unpaid annual assessments, special assessments and charges, interest, costs and attorneys' fees, as determined to be owing and due to the Association from Landlord. Tenant may deduct such payments from the monthly rental payments due to the Landlord; provided, however, Tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments due at the time of the Association's request. Landlord waives its rights under this Lease and Lease Addendum for any sums owed by Tenant to Landlord as rent, which Tenant had paid to the Association pursuant to this provision. All such payments made by Tenant to the Association shall reduce by the same amount Tenant's obligation to make monthly rental payments to Landlord and such amounts shall reduce Landlord's obligation to the Association.

Failure by the Tenant to comply with the foregoing shall constitute a material breach of the Lease and grounds for eviction of the Tenant. Landlord hereby appoints the Board of Directors of the Association as attorney-in-fact for Landlord and further agrees that all attorneys' fees and costs incurred by the Association to evict Tenant for failure to make the payments to the Association in violation of this Paragraph 3 of this Lease Addendum shall be paid by Landlord.

4. Assignment or Subletting. Tenant shall not assign the Lease or sublet the Unit, except in writing and with the written consent of the Landlord. As such time, a new lease addendum shall be executed by the new tenants. Any assignment or sublet must be for a period of not less than six (6) months. Any unapproved assignments or sublet shall be void and shall be considered a material breach of the Lease. Any approved assignment or sublet does not alter, in any manner, the other provisions of the Lease or of this Lease Addendum, nor does it release Tenant of any obligations agreed to in the Lease or this Lease Addendum. A copy of any assignment or subletting and the new lease addendum shall be forwarded within ten (10) days to the Board of Directors or its Managing Agent.

5. Insurance. Tenant will do nothing and permit nothing to be done in the Unit, which will contravene any fire or other insurance policy covering the same. If Tenant's use or occupancy of the Unit increases the premium on any fire or other insurance policy, Tenant shall pay such increase. Tenant shall obtain and maintain during the Lease term (including any extension, renewal or holdover term), in an amount acceptable to Landlord, liability insurance against all claims on account of personal injury and property damage coverage, including without limitation, all personal property, for which Tenant may, as a result of use or occupancy of the Unit and/or facilities and common elements of the Association, become liable or suffer loss. Tenant shall provide Landlord with a certificate of insurance evidencing compliance with this section. Landlord will provide the Association a conformed copy of said certificate.

6. Required Alterations. If at any time during the Lease term or extension, renewal or holdover term, a particular use which the Tenant makes of the Unit requires repairs, alterations or additions to the Unit in order to comply with requirements of any governmental authority or the Association, Tenant agrees to make such repairs, alterations or additions in a first-class manner at Tenant's cost and expense, and if Tenant shall fail to make such repairs, alterations or additions, Landlord shall have the right to terminate the Leases and to take possession of the Unit by serving the Tenant not less than thirty (30) days written notice to vacate. Any structural alterations or additions to the Unit or the common elements require the prior written permission of the Landlord and the Board of Directors.

7. Receipt of Condominium Instruments. Tenant hereby acknowledges receipt of a copy of the Declaration, Bylaws and Rules and Regulations of the Association and hereby agrees to abide by them and any amendments thereto.

8. Term of Lease. No Unit shall be leased or rented for an initial term of less than six (6) months.

9. Severability and Conflicts. The invalidity of any part of this Lease Addendum shall not impair or affect in any manner the validity or enforceability of other provisions of this Lease Addendum. In the event of a conflict between the terms of this Lease Addendum and the Lease Agreement, the terms of this Addendum shall control.

10. **Copies of Lease.** Landlord and Tenant hereby agree that Landlord shall provide a conformed copy of any Lease Agreement and this Addendum to the Association by delivering both to a member of the Board of Directors or the Managing Agent at least twenty-four (24) hours prior to tenant move-in. Failure by the Landlord to comply with this requirement shall be deemed a violation of the condominium instruments and shall entitle the Association to pursue all remedies under Article 9, Section 9.1 of the Bylaws, as well as all remedies available to the Association pursuant to Va. Code 55-79.80:2 (*Virginia Condominium Act – Assessment of charges for violations, etc.*)

11. **Binding Effect.** The parties hereto expressly agree and affirm that they have each read, understand and agree to be bound by the terms of this Lease Addendum, which is hereby incorporated by reference in the Lease Agreement. The singular shall include the plural and the male gender shall include the female, wherever the context shall so require. In the event that two or more persons are listed as Tenants or reside on the premises, the liability of such persons shall be joint and several.

12. **Other.** _____

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date noted below.

Date

Landlord

Tenant

Tenant

Address

Tenant

Tenant

STRATTON HOUSE CONDOMINIUM UNIT OWNERS ASSOCIATION

BICYCLE STORAGE ROOM USAGE AGREEMENT

NAME: _____
UNIT ADDRESS: _____
TEL. NUMBER: _____
BICYCLE DESCRIPTION: _____
(MAKE, COLOR, ETC.)

I agree that I use the Bicycle Storage Room at our/my own risk and expense and that all items that I place or store in the Bicycle Storage Room are stored there at my risk and expense. I acknowledge that the Association accepts no responsibility for any person using the Bicycle Storage Room or for any items, including bicycles, stored within the Bicycle Storage Room nor for their loss, damage, vandalism and/or theft. I agree to indemnify and hold the Stratton House Condominium Unit Owners Association, its Board of Directors, Officers, and management agent harmless from and for any personal injury or property damage or loss arising from my use of the Bicycle Storage Room.

Date

Signature

Printed Name

FOR ASSOCIATION USE ONLY:

DATE RECEIVED: _____

PAID: _____

: KEY \$: \$25.00 DUE