

EDMONDS SCHOOL CONDOMINIUM UNIT OWNERS ASSOCIATION

RULES AND REGULATIONS ACTION RECORD NO. 1

(Relating to Leasing of Units)

The Board of Directors pursuant to the Bylaws hereby adopts the following:

WHEREAS, Section 8 of the Bylaws authorizes the Board of Directors to make and amend Rules and Regulations respecting the use and enjoyment of the condominium;

WHEREAS, Section 9.14 of the Bylaws sets forth certain restrictions on leasing condominium units within the Association and authorizes the Board to require the inclusion in such leases provision that it deems to be reasonably necessary to ensure the enforcement of the Bylaws; and

WHEREAS, it has come to the attention of the Board of Directors that further rules are necessary to ensure that unit owners who lease their units do so in compliance with the Bylaws.

Now therefore, the Board of Directors hereby adopts the following resolution:

1. Any unit owner who desires to lease his or her condominium unit shall be required to have all tenants sign an Addendum to Lease in the form attached hereto.

2. The unit owner shall, following the execution of any lease of a condominium unit, forward a conformed copy thereof, including the signed Addendum to Lease, to the Board promptly, i.e., within seven (7) days after execution.

3. The unit owner and tenant shall comply with all move-in and move-out Rules and obtain the prior approval of the Board as to the date and time of the move.

4. Owner and tenant shall comply with all the governing documents of the Association, including the rules and regulations adopted by the Board of Directors.

BWC
SJD

Leave Addendum

VOTE:

	ABSENT	YES	NO	ABSTAIN
Bruce Christensen	<u>_____</u> <u>_____</u>	✓	_____	_____
David Gafford	<u>_____</u> <u>_____</u>	✓	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

Duly adopted at an open meeting of the Board of Directors held _____, 2015.

ATTEST:

Bruce Christensen

Secretary

3/15/2016

Date

FILE:

Book of Minutes - 201_____

Effective _____, 201_____

2071302

Leave Address

VOTE:

ERIC
Rennert

R. Rennert ^{ABSENT}

YES NO

ABSTAIN

J. J. Bul

Duly adopted at an open meeting of the Board of Directors held _____,
2015.

ATTEST:

Secretary

Date

FILE:

Book of Minutes – 201_

Effective _____, 201_

Leave Addendum

VOTE:

ABSENT

Bill
Swanson

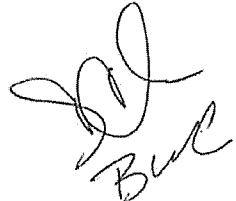


YES **NO** **ABSTAIN**

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Duly adopted at an open meeting of the Board of Directors held _____
2015.

ATTEST:



Secretary

Date

FILE:

Book of Minutes - 201____

Effective _____, 201____

2071302

Lease Addendum

Bernie McDaid



From: **Bernadette McDaid** bernadettemcdaid@hotmail.com
Subject: Re: Addendum to Lease
Date: March 14, 2016 at 4:47 PM
To: David Gasda dgasda@gmail.com
Cc: Bill Sawyer billsawyer@sbcglobal.net, Eric Reimers eric.reimers@gmail.com, Brick Christensen brickchristensen@yahoo.com

I approve.

On Mar 14, 2016, at 2:17 AM, David Gasda <dgasda@gmail.com> wrote:

Eric, Bill and Bernie,

If you are ok, please scan or drop-off your signature page.

Thx,

David Gasda
+1 301 728 6279 Mobile

sent from my MacBook



On Mar 9, 2016, at 1:19 PM, David Gasda <dgasda@gmail.com> wrote:

All,

If you are in agreement with the attached document of the Subject Procedure, I had no comments, please make a copy of the signature page (last page), sign and PDF that single page to me. Then Brick and I will sign and issue the procedure per Jane's instructions.

David Gasda
+1 301 728 6279 Mobile

sent from my MacBook

<WASHINGTON-#2076998-v1-Edmonds_School_Lease_addendum.pdf>

**EDMONDS SCHOOL CONDOMINIUM
UNIT OWNERSASSOCIATION
ADDENDUM TO LEASE**

THIS ADDENDUM is made this _____ day of , 201____, by and between ("Unit Owner"), _____ ("Tenant"), and Edmonds School Condominium Unit Owners Association ("Association"), as an addendum to a lease executed by Unit Owner and Tenant and dated _____, 201____ (the "Lease") for Unit No.____(the "Unit") in the Edmonds School Condominium (hereinafter referred to as the "Condominium").

RECITALS

- A. Owner and Tenant have entered into the Lease for the Unit.
- B. Owner and Tenant enter into this Addendum, in order to comply with the leasing requirements of the Association.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained in the Lease and herein, Unit Owner and Tenant hereby agree as follows:

1. The Lease is subject to the applicable provisions of the District of Columbia Condominium Act and the Condominium governing documents, which shall include the Declaration, Bylaws, Plats and Plans, together with any and all exhibits, schedules or certificates thereto, and the Rules and Regulations, as the same may be amended from time to time. In the event of any inconsistency between the Lease and the provisions of the Condominium governing documents, the provisions of the Condominium governing documents shall prevail.
2. The right of Tenant to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Declaration, the Bylaws, and to such Rules and Regulations or other "house rules" as the Board of Directors may promulgate from time to time.
3. Tenant acknowledges receipt of a copy of the Declaration, the Bylaws and the Rules and Regulations of the Association. Tenant further acknowledges that Tenant's failure to comply with the terms of the Declaration, the Bylaws or the Rules and Regulations shall constitute a material breach of the Lease Agreement.

4. Unit Owner and Tenant acknowledge that the Association is a limited Third Party Beneficiary of the Lease. The Association's interest is limited to enforcement of the Condominium legal documents, including the Rules and Regulations and in exercising any of the rights and remedies set forth herein, and assuring that Condominium fees are paid. In that connection, Unit Owner assigns to the Association the right to take legal action for non-payment of rent if Tenant fails to pay the Association any amounts due pursuant to Paragraph 6, provided, however, that the Association shall not be obligated to take such action, and provided, further, that Unit Owner shall under no circumstances be released from any of Unit Owner's payment obligations or other obligations to the Association by virtue of the provisions herein. All costs and attorney's fees incurred by the Association in connection with or relating to the Lease and this Addendum shall be the joint and several obligation of the Unit Owner and Tenant.

5. The parties agree that the Association is not responsible with regard to any representations, warranties or a performance under the Lease, or in connection with the landlord/tenant relationship between Unit Owner and Tenant. Unit Owner and Tenant, jointly and severally, hereby specifically release the Association and shall indemnify and hold harmless the Association from and against any damages, direct or indirect and including costs and attorney's fees incurred as a result of non-compliance by any of the aforesaid persons with the provisions of any of the Condominium Legal Documents, Rules and Regulations, or any other provision of the Lease. Unit Owner and Tenant, jointly and severally, shall also indemnify the Association and hold it harmless from and against any claims by Unit Owner or Tenant relating to the terms of the Lease, performance under the Lease, representations or warranties between Unit Owner and Tenant either prior to execution of the Lease, contained in the Lease, or subsequent to the date of the Lease, or in any way relating to the condition or attributes of the Condominium or the Unit,

6. Unit Owner and Tenant acknowledge that it is the responsibility of the Unit Owner to pay all condominium fees and assessments assessed or charged against the Unit in accordance with the Condominium legal documents. If at any time during the lease term, including any extension, renewal or holdover term, Unit Owner becomes delinquent in payment of any amounts due from the Unit Owner to the Association, the Association, at its sole option, as long as such delinquency continues, may demand and receive payment from Tenant of all such amounts due or becoming due, up to an amount sufficient to pay all sums due from Unit Owner to the Association, and any such payment from Tenant to the Association shall be deemed to be full and sufficient payment of rent to Unit Owner in accordance with the Lease, and Tenant shall be discharged from any obligation to pay such amounts directly to Unit Owner, so long as such payments are made to the Association, until Unit Owner's delinquency to the Association, including any and all associated costs

and attorney's fees, has been cured. Tenant shall begin making such payments upon receipt of a letter signed by an authorized officer or representative of the Association, indicating that the Unit Owner is delinquent in payment to the Association and demanding payment from the Tenant pursuant to this Paragraph, and shall continue making such payments in monthly installments equal to monthly installments of rent due pursuant to the Lease until advising in writing by the Association that the delinquency has been cured. Unit Owner further acknowledges that Unit Owner is required to provide the Association with the Unit Owner's current mailing address, and agrees to notify the Association of any change of Unit Owner's address.

7. Unit Owner and Tenant acknowledge that the number of persons in the proposed Tenant household with regard to residential Units shall not be greater than the number of persons permitted to occupy the Unit as set forth in the Association's governing documents or if there is no such provision, in accordance with the laws of the District of Columbia.

8. Unit Owner and Tenant acknowledge that the Association reserves the right to withhold from Tenant access to Common Element amenities in the event that Unit Owner and/or Tenant fail to comply with any of the provisions of the Declaration, the Bylaws or the Rules and Regulations.

9. Unit Owner and Tenant acknowledge and agree that, pursuant to the Bylaws, the Board of Directors and/or the Managing Agent of the Condominium Association and/or their employees and agents, have a right of access to the Unit for the purpose of locating and correcting any condition originating or existing in the Unit or threatening another unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in the Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of the Declaration, the Bylaws or the Rules and Regulations of the Association. Reasonable notice of entry will be given in advance to the Tenant, provided, however, that in case of emergency, as determined by the Board of Directors or an officer of the Association or the Managing Agent (or its employees or agents) in his/its/their sole discretion, the right of entry will be immediate, whether the Tenant or Unit Owner is present at the time or not.

10. Unit Owner and Tenant acknowledge and agree that Unit Owner is responsible for furnishing to Tenant any required Disclosures under the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended from time to time. Unit Owner and Tenant hereby release Association, and agree to hold it harmless, from any responsibility, loss or liability arising out of the presence of lead-based paint or lead-based paint hazards at the Condominium or arising from Unit Owner's failure to make proper disclosures under said law and implementing regulations.

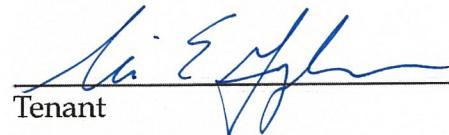
11. It is the intention of the parties hereto that the provisions of this Lease

Addendum are severable from the Lease and from each other so that if any provision is invalid or void under any law or ordinance, the remainder shall be unaffected thereby.

IN WITNESS WHEREOF, the parties have executed this Addendum to Lease on the day and year first above written.



Unit Owner



Tenant

EDMONDS SCHOOL
CONDOMINIUM UNIT
OWNERS ASSOCIATION

By:

President

A FULLY CONFORMED COPY OF THE LEASE AND OF THIS ADDENDUM MUST BE DELIVERED TO THE BOARD OF Edmonds School CONDOMINIUM UNIT OWNERS ASSOCIATION WITHIN SEVEN (7) DAYS AFTER EXECUTION.

RECEIVED BY:

Date:

