

**COUNCIL OF UNIT OWNERS
Rock Creek Gardens Condominium
Silver Spring, Maryland
COMMUNITY RULES AND REGULATIONS**

| <i>Rule No.</i> | <i>Title</i> | <i>Effective Date:</i> | <i>Page</i> | <i>No of pages</i> |
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| 12 | Sale and Leasing of Condominium Units | 07/11/2019 | 1 | 2 |
| <i>Bylaw Reference(s)</i> | | <i>Maryland Condominium Act Reference(s)</i> | <i>Montgomery County Code Ref:</i> | |
| Article XI Section 2 | | Sections 11-102.2, 11-111(d), 11-126, 11-135 | Chap 29 Art III, IV, & V | |

12-1. PURPOSE

This rule establishes policies and procedures governing the sale and leasing of condominium units.

12-2. POLICY

- a. Each condominium [unit](#) is the real property of the respective unit owner(s) and as such, may be leased or sold at the discretion of the owner(s), subject to provisions of the [Bylaws, rules and regulations](#), and any property liens or other legal claims filed by government entities, mortgagees, or the [Council of Unit Owners](#).
- b. The [management agent](#), through the [on-site office](#), will assist unit owners or their agents prepare for the sale or leasing of units to the extent appropriate and practical or as required by law, but cannot become directly involved in sales or leasing processes, such as obtaining or releasing keys, showing of units, or negotiating sale or lease terms.

12-3. SALES

- a. Unit owners must notify the Council of Unit Owners in writing whenever a unit is listed for sale. Such notifications must be made to the on-site office within seven days of the listing by either postal or electronic mail.
- b. Sellers of condominium units are required by state law to provide prospective buyers, not later than 15 days prior to the scheduled closing, a condominium resale package that includes copies of all of the documentation specified by Section 11-135 of the Maryland Condominium Act.
- c. The Council of Unit Owners, through the management agent, will furnish selling unit owners with the certificate described in Section 11-135 of the Maryland Condominium Act containing all of the information necessary to comply with resale requirements. The certificate will be provided within 20 days following receipt by the on-site office of a written request by the unit owner and a processing fee that shall not exceed the actual cost of producing the certificate and related documents.
- d. Prospective sellers or their agents should coordinate directly with the on-site office in matters pertaining to the preparation of required documents and related fees.

12-4. LEASING

- a. Unit owners must notify the Council of Unit Owners in writing of their intention to lease a unit as soon as possible after a decision to lease has been made. Such notifications must be delivered to the on-site office by either postal or electronic mail. Unit owners must provide prospective lessees or their agents with copies of the [Bylaws](#), and [rules and regulations](#). Copies of necessary documents may be requested from the on-site office, which may charge document preparation fees equal to actual costs incurred.

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| <p>b. It is recommended that unit owners desiring to lease their unit(s) include the standard lease addendum attached to this rule as part of the lease agreement in order to ensure compliance by their tenants with the condominium governing documents.</p> <p>c. There may be only one lease per unit and each such lease must be for the entire unit. No lease or sub-lease may be written to include only a room or rooms, or any specific part or portion of a unit.</p> <p>d. If joint or co-lessees are named in a lease, each named person must be entitled to full use of the entire unit.</p> <p>e. Units may not be leased or rented for transient or commercial purposes, including use as a hostel, hotel, motel, rooming house, or similar enterprise.</p> <p>f. Units may not be rented for a period of less than one calendar year, except to active duty military or other U.S. government personnel subject to relocation with little or no notice.</p> <p>g. If the recommended standard lease addendum is not used, the Board of Directors may decline to accept any lease form that does not include the following specific provisions:</p> <ol style="list-style-type: none"> (1) A statement that identifies the unit to be leased as a part of the Rock Creek Gardens Condominium. (2) Language in the lease agreement stipulating that tenant compliance with the Rock Creek Gardens Bylaws and the Rules and Regulations are a binding part of the lease agreement. (3) An acknowledgement that the lessee agrees to be subject to and will comply with the Bylaws and the Rules and Regulations (4) Specific wording that explains that any violation by the lessee of any of any provision of the Bylaws or the Rules and Regulations constitutes non-compliance with the terms of the lease. <p>h. Unit owners are responsible for the actions of their tenants and remain financially liable for any fines imposed by the Board of Directors due to:</p> <ol style="list-style-type: none"> (1) Violations of rules and regulations. (2) Damages caused to any part of the general common elements because of the actions or negligence of the lessee. (3) Damages to or repair costs incurred relating to the interior of the leased unit, regardless of cause. See also Rule 14. <p>i. Completed leases must be filed with the on-site office by the unit owner or owner's agent prior to the occupancy date specified in the lease. Failure to file a completed lease prior to the occupancy date may result in imposition of a \$25 fine, and an additional fine of \$50 per month for each month a lease remains unfiled.</p> | | | |

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UNIT LEASE ADDENDUM

THIS ADDENDUM to a certain lease ("Lease") of the Premises located at (street address and unit number) _____ at the ROCK CREEK GARDENS CONDOMINIUM ("Condominium") is made this ___ day of _____, 20__ by and between _____ ("Landlord"), and _____ ("Tenant").

RECITALS

A. Landlord and Tenant have entered into a Lease for the Unit.

B. Landlord and Tenant enter into this Addendum to comply with the requirements set forth in the Condominium's Rules and Regulation.

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

1. Applicability of Condominium Instruments.

a. Condominium Instruments and Rules. Tenant's right to use and occupy Unit No. _____ ("Premises") at the Condominium shall be subject and subordinate in all respects to the provisions of the Declaration and Bylaws of the Condominium ("Condominium Instruments") and to such other rules and regulations ("Rules and Regulations") as the Board of Directors of the Condominium may from time to time adopt. Tenant acknowledges receiving a copy of the Condominium Rules and Regulations from Landlord and agrees to abide by them.

b. Violations. Any violation of the provisions of the Condominium Instruments or the Rules and Regulations by Tenant, or Tenant's family, guests, agents, employees, invitees, or pets shall constitute a material breach of the Lease. In the event of such violation, or in the event of Tenant's non-payment of rent to the Condominium pursuant to the provisions of Paragraph 2 below, the Board of Directors of the Condominium shall have the right to take appropriate action, including legal action, against the Landlord, the Tenant, or both, for injunctive relief, damages, or any other remedy necessary, including, without limitation, an action, on behalf of and in the place and stead of Landlord, to terminate the Lease, evict the Tenant, and obtain possession of the Premises. Landlord and Tenant hereby authorize the Condominium to take any such action, and Landlord agrees that Landlord shall pay the Condominium all costs and attorney's fees incurred by the Condominium in enforcing the Condominium Rules and Regulations, and in exercising any of the rights and remedies set forth herein.

c. Indemnification. Tenant and Landlord, jointly and severally, shall indemnify and hold harmless the Council of Unit Owners from and against any damages, direct or indirect, incurred as a result of the non-compliance by any of the aforesaid persons with the provisions of any of the Condominium Rules and Regulations, or any other covenant of the Lease.

2. Assignment of Rent. If at any time during the lease term, including any extension, renewal or holdover term, Landlord becomes delinquent in the payment of any amounts due from Landlord to the Condominium, including, but not limited to, any installment of the assessment for common expenses or any special assessment, the Condominium may demand and, upon such demand, shall receive payment of rent from Tenant, up to an amount sufficient to pay all sums due from Landlord to the Association. Any such payment from the Tenant to the Condominium shall be deemed to be a full and sufficient payment of rent to Landlord in accordance with the Lease, and Tenant shall be discharged from any obligation to pay such amounts directly to Landlord, so long as such payments are made to the Condominium until Landlord's delinquency to the Condominium has been fully cured. Tenant shall begin making such rental payments to the Condominium upon receipt of a letter signed by an authorized officer of the Council of Unit Owners, indicating that the Landlord is delinquent in the payment of assessments 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 advised in writing by the Condominium that the delinquency has been cured. Landlord hereby assigns to the Condominium the right to take legal action for non-payment of rent, including the right to terminate the Lease, evict the Tenant, and obtain possession of the Premises, as set forth in Paragraph 1(b) above, if Tenant fails to pay the Condominium any amounts due pursuant to this Paragraph, provided, however, that the Condominium shall not be obligated to take such action, and provided, further, that Landlord shall under no circumstances be released from any of Landlord's payment obligations or other obligations to the Condominium by virtue of the provisions herein.

3. Insurance. Tenant will do nothing and permit nothing to be done on the Premises which will contravene any fire or other insurance policy covering the same. If Tenant's use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenant shall pay such increase.

4. Successors, Assigns and Sub-lessees. The provisions of this Addendum shall apply to any and all of Landlord's and Tenant's successors, assigns and sub-lessees. Tenant agrees that Tenant and any sub-lessee shall enter into an addendum in the form hereof, but that the provisions hereof shall apply to Tenant and any sub-lessee, notwithstanding any failure by Tenant and any such sub-lessee to enter into such an addendum. Landlord and Tenant shall indemnify and hold harmless the Condominium from and against any losses or costs incurred by the Condominium in enforcing the provisions hereof with respect to any of their respective successors, assigns, or sub-lessees.

5. Conflict. In the event of any conflict or inconsistency between the provisions of this Lease Addendum and the provisions of the Lease entered into by Landlord and Tenant, the provisions of this Addendum shall control.

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

LANDLORD:

TENANT:

Address

Address
