

## **RULES & REGULATIONS FOR RENTAL PROPERTY**

According to the Virginia Property Owners' Association Act (effective October 1, 2019) §55.1-1806. A. Except as expressly authorized in this chapter, in the declaration, or as otherwise provided by law, no association shall: 1. Condition or prohibit the rental to a tenant of a lot by a lot owner or make an assessment or impose a charge except as provided in § 55.1-1805; and B. The association may require the lot owner to provide the association with (i) the names and contact information of and vehicle information for the tenants and authorized occupants under such lease and (ii) the name and contact information of any authorized agent of the lot owner. The association may require the lot owner to provide the association with the tenant's acknowledgment of and consent to any rules and regulations of the association.

1. A lot-owner Member may rent to a tenant their lot, dwelling, or any improvements thereon located within the confines of the TSG&CC. All governing documents and Association rules and regulations apply to the Member's lot whether occupied by a Member or other lawfully designated person(s). Therefore, rental of the lot, dwelling or any improvements thereon, does not diminish the Member's obligation to comply with the TSA Protective Covenants and Agreements, Bylaws, or Rules and Regulations. Furthermore, Members accept the same degree of responsibility for tenants or any persons occupying the Member's property for an extended period of time, as a Member accepts for themselves or their family, guests, or other invitees.
2. The TSA Board of Directors shall hold the lot owner, not the tenant, as the responsible individual for all matters relating to breaches of TSA rules, regulations, and governing documents; and the enforcement process shall be in accordance with the Protective Covenants and Agreements and Bylaws-
3. The lot-owner Member is responsible for seeking an appropriate remedy with their tenant(s).
4. Unless a tenant/renter becomes an Associate Member, he/she is not entitled to use any Association common properties other than the roads. Non-owner residents who do not become Associate Members are not allowed to use any common properties as a guest of a Member or Associate Member.
5. The following information on tenants and authorized occupants shall be provided to the Association's office manager by the lot-owner Member prior to the non-owner residents start of occupancy.
  - a. The name(s) of the non-owner resident(s)
  - b. The street address and lot number of the dwelling
  - c. The contact information of tenants and authorized occupants
  - d. Vehicle information for tenants and authorized occupants
  - e. The proposed duration of the occupancy.
  - f. TSA Form R with lot-owner Member's and renter/non-owner resident's original signatures acknowledging both parties are informed of and agree to abide by TSA Rules and Regulations for Rental Properties.

**Rental Properties - Terms and Conditions:**

1. For the purposes of these Rules and Regulations, a renter is any person(s) or entity:
  - a. Occupying any dwelling, structure, or other improvement located on any lot in TSG&CC, and
  - b. Not considered as a Member's dependent for federal income tax purposes, and
  - c. Has no standing, expressed or implied, as a Member (lot-owner) or Associate Member (non-owner).
  
2. TSA acknowledges two distinct rental categories:
  - a. A Temporary Occupant is any person or entity who rents or occupies a dwelling, structure, or other improvement located on a lot within TSG&CC for a limited rental period typically associated with a vacation - usually for periods of one (1) to thirty (30) calendar days in duration.
  - b. A Long-term Occupant is any person or entity who:
    - i. Does not otherwise meet the definition of temporary occupant, and
    - ii. Establishes an address within TSA as permanent address or a place of residency for any lawful purpose (mail delivery, voting, tax residency, legal residence, etc.), or
    - iii. Rents or occupies the same dwelling, structure, or other improvement located on a lot within TSG&CC for a period of time exceeding 30 cumulative days per calendar year
  
3. Rejection of the Associate Membership application is a denial of access to and use of any TSA Common Property by the applicant. It does not impact the lot-owner Member's TSA rights and privileges.
  
4. The lot-owner Member retains the obligation to remit payment for the Annual Maintenance Assessment (AMA), any Capital Improvement Assessment (CIA), and all Special Assessments (SA) in accordance with the Protective Covenants and Agreements, Articles IV and V.

  
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Mark Lydzinski, BOD President

  
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Date