

## SHORT TERM RENTALS AT BETZ LANDING

### A. NOTICE TO LOT OWNERS

- Following consultation with counsel, the board is of the opinion that rental of homes in Betz Landing for short term rentals as “air BnB’s,” homestays, home exchanges is prohibited by Betz Landing covenants. Participation in such services such as Airbnb, VRBO, Flipkey, Hometogo, Couchsurfing, Housetrip, Wimdu, HomeAway, or any similar vacation rental online lodging rental operation, in the board’s opinion, violate Betz Landing covenants, which explicitly prohibit commercial activity, particularly in light of other covenants intended to create a residential neighborhood. The association reserves the right to proceed against owners who violate these covenants under Virginia Code Section 55.1-1828.
- To assist owners in determining when, in the board’s opinion, a violation of the covenants has occurred, the association advises owners that board of directors will not attempt to enforce a covenant violation for properties rented for a period of six months or more pursuant to a bona fide written lease. Any lease that contains an early termination provision which can be used to evade covenant prohibitions against commercial activity will be regarded as a covenant violation.
- The foregoing statements are advisory only and do not constitute rulemaking. They are not intended to anticipate all potential situations in which it may be necessary to enforce the Betz Landing covenants. The statements are also not binding on individual Betz Landing owners, each of whom also possess covenant enforcement rights.


### B. RENTAL RULES

In accordance with Article VII, Section 1 of the Betz Landing Homeowners’ Association, and in order to preserve the use of property in Betz Landing for residential purposes only, the Betz Landing Homeowners’ Association Board of Directors hereby adopts the following rules with respect to rental of lots in the Betz Landing development.

1. In accordance with Virginia Code Section 55.1-1806 (B), any lot owner shall, at the request of the Betz Landing Homeowners’ Association, provide the following information regarding tenants and authorized occupants of leased premises under any lease or rental agreement, regardless of term:

- a. The name and contact information for each tenant or authorized occupant under any lease or rental agreement.
  - b. The make, model, color and tag number of any vehicle used by any tenant or authorized occupant under any lease or rental agreement and identification of all vehicle owners;
  - c. The name and contact information for any authorized agent involved in renting or leasing any lot on behalf of the lot owner; and
  - d. A signed acknowledgement from any tenant or authorized occupant that such persons are bound by covenants, rules and regulations of the association and a consent to be bound by such covenants, rules and regulations.
2. Persons using leased or rented property for any period of time shall not use leased or rented property in a way that creates noise, excessive traffic or other objectionable condition that reasonably constitutes an annoyance to other lot owners, or which constitutes a nuisance on common elements of the Betz Landing community.
  3. Owners renting or leasing property are responsible for damage to common elements caused by their tenants.
  4. Violation of these rules shall be punished in accordance with the requirements of Virginia Code Section 55.1-1819, as amended, using the procedure described in that section. Fines for non-compliance shall be the maximum fine authorized by statute.
  5. Fines shall become an assessment against the owner's lot, as provided in Virginia Code Section 55.1-1833.

ADOPTED BY RESOLUTION AT A MEETING OF  
THE BETZ LANDING HOMEOWNERS'  
ASSOCIATION BOARD OF DIRECTORS ON THE  
DATE LISTED BELOW.

  
Secretary

Date: 06/11/2022