

**BOOK OF RESOLUTIONS**

**FOR**

**PARCRESTON CONDOMINIUM**  
**UNIT OWNERS ASSOCIATION**

In the event the information contained in this document is inconsistent with the Condominium Instruments of the Condominium, the Condominium Instruments shall prevail.

**PARCRESTON CONDOMINIUM  
UNIT OWNERS ASSOCIATION  
BOOK OF RESOLUTIONS**

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(None adopted to date)



**PART I**  
**POLICY RESOLUTIONS**

**THE PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 1: BOOK OF RESOLUTIONS**

Establishing the Book of Resolutions and procedures relative to the Book of Resolutions

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, the same Article also provides that the Board of Directors is empowered to make and amend Rules and Regulations and enforce by legal means provisions of the Condominium Instruments; and,

WHEREAS, the Board deems it necessary to create a document to contain those rules and regulations and other policies and procedures relative to the Association and to establish procedures for adopting such;

NOW THEREFORE, the Board resolves that it shall, and hereby does, establish and maintain a Book of Resolutions which shall be an orderly record of the four types of resolutions adopted by the Board, or as applicable, a Committee, specifically Policy Resolutions, Administrative Resolutions, Special Resolutions and General Resolutions, as described below.

**I. CLASSIFICATION OF RESOLUTIONS**

A. "Policy Resolutions" means and refers to those resolutions adopted by the Board that relate to the regulation of Unit Owners' rights and obligations in furtherance of the Condominium Instruments, including but not limited to all rules and regulations. Policy Resolutions shall be recorded in Part One of the Book of Resolutions and in the Minute Book of the Association.

B. "Administrative Resolutions" means and refers to those resolutions adopted by the Board dealing with administrative procedures and the internal operation and structure of the Association, including but not limited to committee charters, financial procedures, etc. Administrative Resolutions shall be recorded in Part Two of the Book of Resolutions and in the Minute Book of the Association.

C. "Special Resolutions" means and refers to those resolutions adopted by the Covenants Committee or the Board on cases involving questions of compliance by a Unit Owner with the provisions of the Condominium Instruments or interpretations of provisions of the Condominium Instruments. Special Resolutions shall be recorded in Part Three of the Book of Resolutions and in the Minute Book of the Association

D. "General Resolutions" means and refers to those resolutions adopted by the Board that represent simple one-time actions such as budget adoption, commendations, and approval of

unbudgeted expenditures. General Resolutions shall be recorded in Part Four of the Book of Resolutions and in the Minute Book of the Association

## **II. DEFINITIONS**

This Resolution hereby incorporates by reference all of the definitions contained in Section 55-79.41 of the Condominium Act or as defined in the Condominium Instruments.

## **III. BOOK OF RESOLUTIONS FORMAT**

The Book of Resolutions shall consist of four parts: one for Policy Resolutions, one for Administrative Resolutions, one for Special Resolutions, and one for General Resolutions. Such resolutions to be arranged in each part in the order of their adoption.

## **IV. FORMAT OF RESOLUTIONS**

The format of resolutions shall be consistent with the sample format shown on Exhibit" to this Resolution. More specifically, the Board or, as applicable, the Covenants Committee, shall for each resolution adopted identify with specific citations from the Condominium Instruments its authority to make that specific decision or take that specific action; its purpose, or identification of what it intends to accomplish by adopting the resolution; the scope of whom is affected by the resolution (except that if no scope is identified, the resolution shall be deemed to apply to all Unit Owners); and the specifications, or how the policy is to be implemented.

## **V. RESPONSIBILITY**

- A. The Board Secretary shall be responsible for:
1. Assuring that Board decisions are put into the appropriate resolution format;
  2. Maintaining the Book of Resolutions;
  3. Providing notice as required to the Unit Owners of any changes or additions to the Book of Resolutions;
  4. Placing on the Board meeting agenda for review and consideration any Resolutions due to expire at least two months prior to the expiration date; and,
  5. Reviewing all proposed Resolutions for consistency with the Condominium Instruments and previously-adopted Resolutions.
- B. The Board shall periodically have the Resolutions reviewed by legal counsel for consistency with the Condominium Instruments and previously-adopted Resolutions.

## **VI. INSPECTION**

An up-to-date and fully executed copy of the Book of Resolutions shall be made available for inspection by any Unit Owner or representative of one of the Mortgagees, upon request, during normal business hours or such other hours as are convenient to the majority of the Unit Owners as established by the Board.

## **VII. CONFLICTS**

Where the Book of Resolutions conflicts with public laws or the Condominium Instruments, public law or the Condominium Instruments shall control, in this hierarchy: applicable Federal laws and regulations, Virginia laws and regulations, the Condominium Act, the Declaration, the Bylaws and this Book of Resolutions.

## **VIII. EFFECT ON RULES AND REGULATIONS**

The Policy Resolutions contained in this Book of Resolutions shall supersede and replace all previously existing Rules and Regulations.

## **IX. SEVERABILITY**

The invalidity of any part of the Book of Resolutions shall not impair or effect in any manner the validity, enforceability or effect of the balance of the Book of Resolutions.

## **X. COMPLIANCE**

All Unit Owners, members of Unit Owners' families and household members, guests, tenants, and invites shall comply with the provisions of the Book of Resolutions.

## **XI. ENFORCEMENT**

The Association or any Unit Owner shall have the right to enforce, by the means set forth in the Book of Resolutions, the Condominium Instruments or by any proceeding at law or in equity, all provisions of the Book of Resolutions. Failure by the Association or any Unit Owner to enforce any provision of the Book of Resolutions shall not be deemed a waiver of the right to enforce any provision at a later time. A waiver of such rights shall be effective only pursuant to a written instrument approved by the Board or Covenants Committee specifically stating the provision being waived and the reasons for the waiver.

## **XII. VIOLATION AND NUISANCE**

Every violation of any provision of this Book of Resolutions, whether by act or omission, shall be deemed a nuisance and may be enjoined or abated by the Declarant, the Association or any Unit Owner.

## **XIII. VIOLATION OF LAW**

Any violation of any state, municipal, or local law or ordinance or regulation pertaining to the Ownership, occupancy or use of any of the Property is hereby declared to be a violation of this Book of Resolutions and is subject to any or all of the enforcement procedures set forth in the Condominium Instruments. This shall not preclude the use of remedies available at law or in equity, nor shall this provision be deemed a usurpation of the powers or authorities of those governmental jurisdictions.

## **XIV. REMEDIES CUMULATIVE**

Each remedy set forth in this Book of Resolutions shall be in addition to all other remedies available at law or in equity, and all such remedies, whether or not set forth in this Book of Resolutions, shall be cumulative and not exclusive.

## **XV. REFERENCE OF PRONOUNS**

All pronouns and any variations of them shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of the person or persons or entities may require.

## **XVI. METHOD OF ADOPTION**

All resolutions shall contain an indication of whether they were adopted at a regular or special meeting of the Board or by written consent, as well as the date of adoption.

## **XVII. AMENDMENT**

The Association reserves the right to alter, amend, modify, repeal or revoke any provisions set forth in this Book of Resolutions at any time by resolution of the Association or the Board.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 1, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

_____	Yes <u>  X  </u>	No _____	Abstain _____
KELCEY SMITH			
_____	Yes <u>  _  </u>	No _____	Abstain _____
DAWN HUIZER			
_____	Yes <u>  X  </u>	No _____	Abstain _____
CESAR DEL AGUILA			
_____	Yes <u>  X  </u>	No _____	Abstain _____
KEVIN WATSON			
_____	Yes <u>  X  </u>	No _____	Abstain _____
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**EXHIBIT "A"**

**EXAMPLE RESOLUTION FORMAT**

**PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION**

**BOOK OF RESOLUTIONS**

**(Type of Resolution) RESOLUTION NO. \_\_\_\_\_**

\_\_\_\_\_ (Descriptive sub-title) \_\_\_\_\_

WHEREAS (Cite authority from Condominium Instruments as specific to subject matter as possible); and

WHEREAS (Cite purposes resolution is intended to accomplish);

NOW, THEREFORE, the Board of Directors resolves that (cite scope of whom is to be affected by the Resolution [the Resolution may not be used to discriminate or support arbitrary or capricious action] and cite specification of how the Resolution is to be carried out).

(ATTACH RESOLUTIONS ACTION RECORD AS SHOWN ON THE PRECEDING PAGE TO EACH ADOPTED RESOLUTION).

**PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 2: POLICY RESOLUTIONS**

Relating to the process of considering and adopting Policy Resolutions

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association; and

WHEREAS, the Board deems it necessary to establish appropriate procedures for adopting and recording Policy Resolutions of the Board;

NOW THEREFORE, the Board resolves that the following procedures for the adoption of Policy Resolutions be, and hereby are, adopted.

**I. PROCEDURE FOR ADOPTION**

The Board member introducing the Resolution(s) shall provide the proposed Resolution(s) to each Board member at least twenty-four (24) hours prior to the Board meeting at which it is to be considered and shall present the proposed Resolution(s) at the Board meeting. The proposed Resolution(s) shall be set forth in, or attached to the minutes of the Board meeting. Unless otherwise noted in the minutes, all Board members shall be deemed to be aware of the contents of the resolution by virtue of such prior distribution. The Secretary will review the proposed Resolution for consistency with previously-adopted Resolutions and make a report to the Board. Legal counsel shall be consulted, when necessary, as to compliance with applicable laws and consistency with the Condominium Instruments. The proposed Resolution may be amended and/or adopted by a majority of the directors present at a meeting at which a quorum is present. If the Resolution is adopted, it shall be placed in Part II of the Book of Resolutions.

**II. PUBLICATION**

When a Resolution is adopted, the Board shall furnish copies of either the full Resolution or a summary thereof, sufficient that Unit Owners are informed of any changes in their rights or obligations prior to the effective date of the Resolution. Copies of the Resolution shall also be conspicuously posted prior to the time the same shall become effective. An executed copy of the full Resolution shall be placed in Part I of the Book of Resolutions.

### **III. DURATION**

Policy Resolutions shall remain in effect for a period of five (5) years from the date of adoption or any subsequent amendment by the Board unless a lesser period is indicated in the resolution, except that Policy Resolutions No. 1 and 2, as they may from time to time be amended, shall remain in effect for the duration of the Declaration. Any Resolution due to expire shall be brought before the Board by the Secretary for consideration at a meeting at least two months prior to the date of expiration. If, at the meeting when the Policy Resolution is reviewed, there are no proposed amendments of a substantive nature, the Board may re-adopt the resolution with the approval of a majority of the directors present at a meeting at which a quorum is present. If the resolution is not reviewed prior to expiration, the resolution shall remain in effect on a month-to-month basis until reviewed by the Board.

**THE PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 2, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

_____	Yes <u>  X  </u>	No _____	Abstain _____
KELCEY SMITH			
_____	Yes <u>  _  </u>	No _____	Abstain _____
DAWN HUIZER			
_____	Yes <u>  X  </u>	No _____	Abstain _____
CESAR DEL AGUILA			
_____	Yes <u>  X  </u>	No _____	Abstain _____
KEVIN WATSON			
_____	Yes <u>  X  </u>	No _____	Abstain _____
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**THE PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION**

## **POLICY RESOLUTION NO. 3: ADMINISTRATIVE, SPECIAL AND GENERAL RESOLUTIONS**

Relating to the process of considering and adopting Administrative, Special and General Resolutions

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association; and

WHEREAS, the Board deems it necessary to establish appropriate procedures for adopting and recording Administrative, Special and General Resolutions of the Board;

NOW THEREFORE, the Board resolves that the following procedures for the adoption of Administrative Resolutions be, and hereby are adopted.

### **I. PROCEDURE FOR ADOPTION**

The Board member introducing the Resolution(s) shall provide the proposed Resolution(s) to each Board member at least twenty-four (24) hours prior to the Board meeting at which it is to be considered and shall present the proposed Resolution(s) at the Board meeting. The proposed Resolution(s) shall be set forth in, or attached to the minutes of the Board meeting. Unless otherwise noted in the minutes, all Board members shall be deemed to be aware of the contents of the resolution by virtue of such prior distribution. The Secretary will review the proposed Resolution for consistency with previously-adopted Resolutions and make a report to the Board. Legal counsel shall be consulted, when necessary, as to compliance with applicable laws and consistency with the Condominium Instruments. The proposed Resolution may be amended and/or adopted by a majority of the directors present at a meeting at which a quorum is present. If the Resolution is adopted, it shall be placed in Part II of the Book of Resolutions.

### **II. DURATION**

Administrative, Special and General Resolutions shall remain in effect for a period of five (5) years from the date of adoption or any subsequent amendment by the Board, unless a lesser period is stated in the Resolution. The Secretary shall place on the Board agenda consideration of any Resolution due to expire at least two months prior to expiration. If the Resolution is not reviewed prior to expiration, the Resolution shall remain in effect on a month-to-month basis until reviewed by the Board.

### **III. AMENDMENT**

Administrative, Special and General Resolutions may be amended by a majority of Directors present at a Board meeting at which a quorum is present.

#### **IV. EFFECTIVE DATE**

The Effective Date of this Resolution is August 1, 2009. It supersedes and replaces Policy Resolution 3.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 3 was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

_____	Yes <u>  X  </u>	No _____	Abstain _____
KELCEY SMITH			
_____	Yes <u>  _  </u>	No _____	Abstain _____
DAWN HUIZER			
_____	Yes <u>  X  </u>	No _____	Abstain _____
CESAR DEL AGUILA			
_____	Yes <u>  X  </u>	No _____	Abstain _____
KEVIN WATSON			
_____	Yes <u>  X  </u>	No _____	Abstain _____
CHRIS AUER			

ATTEST:

\_\_\_\_\_

President

\_\_\_\_\_

Date

\_\_\_\_\_

Secretary

\_\_\_\_\_

Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 4: DUE PROCESS PROCEDURES**

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, Article X, Section 1(j) of the Bylaws states that “Failure by a Unit Owner comply with any of the terms of the Declaration, these Bylaws and the Rules and Regulations, shall subject such Unit Owner to other penalties that may be established by resolution of the Board of Directors, including, but not limited to, the imposition of charges. Any such resolution duly adopted by the Board of Directors shall be adopted in accordance with Section 55-79.80:2B of The Condominium Act, as amended, which requires the Unit Owner be given an opportunity to be heard and represented by counsel before the Board of Directors”; and

WHEREAS, the Virginia Condominium Act (“Act”) provides the Board of Directors with the power to assess monetary charges against Unit Owners who are responsible for violations of the Condominium Instruments and Rules of the ParcReston Condominium Unit Owners Association of (the “Association”); and

WHEREAS, the Act provides the Board of Directors with the statutory power to suspend a Unit Owner’s rights to use facilities or services, including utility services, provided directly through the Association for nonpayment of assessments which are more than sixty (60) days past due, to the extent that access to the unit through the common elements is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant or occupant; and

WHEREAS, the Act provides the Board of Directors with the statutory power to adopt and enforce rules and regulations with respect to any areas of responsibility assigned to the Association by the Declaration; and

WHEREAS, the Act requires the Board of Directors to formally adopt and publish a written resolution to enact the statutory power to assess monetary charges against Unit Owners for violations of the regulations of the Association; and

WHEREAS, Article III, Section 2 of the Association’s Bylaws provides the Board of Directors with the authority to manage the affairs of the Association, and to adopt Rules and Regulations deemed necessary for the enjoyment of the condominium; and,

WHEREAS, for the benefit and protection of all Unit Owners, the Board of Directors deems it necessary to revise and update the Association’s policy resolution to enact the statutory power to assess monetary charges and suspend privileges and to establish a procedure for enforcement of the regulations of the Association which are consistent with principles of due process and Virginia law.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. On behalf of the Association, the Covenants Committee or the Board of Directors (and/or their designee) may issue a citation to any Unit Owner whose conduct, behavior or use of property does not conform to the Condominium Instruments of the Association (e.g. Declaration, Bylaws) or Rules and Regulations (hereinafter the "Rules"), or for the conduct, behavior, or violations of the Condominium Instruments or Rules by the occupants of the Condominium Unit of the Unit Owner, or for the conduct, behavior, or violations of the Condominium Instruments or Rules by the Unit Owner's guests, invitees, employees and licensees, or who intentionally falsely accuses another Unit Owner of a violation or infraction. The notice of citation shall comply with the requirements found in Section 55-79.80:2 (as amended) of the Condominium Act and any regulation adopted by the Virginia Common-Interest Community Board
2. If the Unit Owner does not remedy the offense within the number of days stated in the notice of citation or take the corrective action noted in the notice of citation, and the Unit Owner has not requested a hearing in writing by or before the hearing confirmation date, the Unit Owner shall be deemed to have waived the right to a hearing and the Covenants Committee or Board of Directors shall have the power to impose monetary charges and/or suspend privileges pursuant to the authority granted in Section 55-79.80:2 of the Condominium Act, as amended, the Condominium Instruments, and these Rules. Neither the Board of Directors nor the Covenants Committee shall be required to conduct a hearing unless the Unit Owner requests a hearing in writing by or before the deadline set forth in the notice of citation.
3. When a hearing is requested by the Unit Owner in writing by or before the deadline, the Covenants Committee or Board of Directors shall set the time, date and place of the hearing at its discretion, with reasonable consideration given to the scheduling needs of the Unit Owner.
4. Written notice of the time, date and place of the hearing shall be delivered to the Unit Owner by hand or mailed by registered or certified mail, return receipt requested, to the Unit Owner at least fourteen (14) days in advance of the hearing date or in accordance with such other requirements as provided for in the Condominium Act, State regulations and/or the Condominium Instruments. At the hearing, the Unit Owner shall be given a reasonable amount of time to present any and all defenses to the citation. The notice shall inform the Unit Owner that he or she may be represented by his or her counsel at the hearing at the Unit Owner's expense.
5. Following the hearing, the Covenants Committee or Board of Directors may convene in executive session to determine whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended. Monetary charges may not exceed \$50.00 for a single offense or \$10.00 per day for any offense of a continuing nature, up to a maximum of ninety (90) days; although the Board reserves the power to increase these maximum sanctions if the Virginia General Assembly enacts legislation in the future that permits the Board to do so. The Association shall treat monetary charges as an assessment against the Condominium Unit of the Unit Owner. The Covenants Committee or Board of Directors may also suspend the right of the Unit Owner, the right of occupant of the Condominium Unit of the Unit Owner, and any guests, licensees or other invitees to use the Common Element facilities for a period not to exceed fifteen (15) calendar days for any first time violation of the Condominium Instruments and/or Rules. Matters involving the non-payments of assessment shall be in handled in accordance with the procedures and rules established by the Association.

6. The Association (through the designee of the Covenants Committee or Board) shall advise the Unit Owner of the hearing results in writing delivered by hand or mailed by registered or certified mail, return receipt requested, to the Unit Owner at his or her address of record with the Association within seven (7) days of the date of the hearing.
7. The Board of Directors reserves the power to hold Unit Owners legally responsible for ensuring that their employees, tenants, guests, agents or invitees comply with the Condominium Instruments and Rules.
8. Any aggrieved party may appeal any action, ruling or decision of the Covenants Committee to the Board of Directors. For purposes of this paragraph, an aggrieved party is a: (i) Unit Owner upon whom sanctions have been imposed by the covenants Committee; and (ii) any other party who in the sole discretion of the Board is deemed to be an aggrieved party. The aggrieved party must file a written notice of appeal within fifteen (15) days of the date of the notice of decision letter. The Board of Directors shall review the appeal at the next regularly scheduled meeting of the Board following the receipt of the notice of appeal. The Board may, in its discretion, but is not required to, conduct a hearing. The Board may affirm, modify or reverse the decision of the Covenants Committee. The decision of the Board of Directors is final.
9. The procedures outlined in this Resolution may be applied to all violations of the Condominium Instruments and Rules, but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Condominium Instruments, including, but not limited to, the initiation of suit or self-help remedies. The Board of Directors reserves the power to assign all of its powers and responsibilities herein to a standing or special committee of its choice or to management.
10. The Effective Date of this Resolution is August 1, 2009. It supersedes and replaces Policy Resolution No. 4.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 4, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

_____	Yes <u>  X  </u>	No _____	Abstain _____
KELCEY SMITH			
_____	Yes <u>  _  </u>	No _____	Abstain _____
DAWN HUIZER			
_____	Yes <u>  X  </u>	No _____	Abstain _____
CESAR DEL AGUILA			
_____	Yes <u>  X  </u>	No _____	Abstain _____
KEVIN WATSON			
_____	Yes <u>  X  </u>	No _____	Abstain _____
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution: August 1, 2009

Expiration date: \_\_\_\_\_

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**PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 5: DESIGN REVIEW GUIDELINES AND PROCEDURES**

Relating to changes to dwelling Units and the property

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS Article VI, Section 7 the Bylaws requires Unit Owners to obtain prior written consent of the Board for certain changes to Units or Common Elements; and,

WHEREAS the Board deems it necessary and desirable and in the interest of the Association and its members to establish guidelines and procedures for Unit Owners wishing to make changes to Units or Common Elements;

NOW, THEREFORE, the Board resolves that the following guidelines and procedures be, and hereby are, adopted.

I. General Provisions. Any standard addition, modification or alteration in or to a Condominium Unit requires the written approval of the Board of Directors in accordance with the procedures set forth herein. Unit Owner should review Article VI, Section 7 and Article XI, Section 1 of the Bylaws before proceeding with any addition, alteration or improvement of a Condominium Unit or any Limited Common Element appurtenant (i.e. assigned) to the Condominium Unit.

II. Application Procedures.

A. Requirements For All Applications Requiring Association Approval. Unit Owners wishing to make any of the changes requiring approval must submit the proper written application to the Board of Directors with all appropriate sections completed.

B. Oral requests will not be considered.

C. Each addition, alteration or improvement must be specifically approved even though the intended addition, alteration or improvement conforms to the Condominium Instruments or this Resolution, and even when a similar or substantially identical alteration or addition has been previously approved.

D. Since the Association cannot control work performed within a Unit, the Unit owner is responsible for assuring that any changes or additions are made in conformance with state and local laws, Condominium Instruments, Reston Association Documents, and this Resolution.

- E. Approval of any project by the Association does not waive the necessity of obtaining the required governmental permits from Fairfax County, Virginia or approvals from Reston Association.
- F. Obtaining a governmental permit does not waive the need for Association approval.
- G. The Association will not knowingly approve a project which is in violation of the Code of Fairfax County, State and County Building Codes, the Fairfax County Zoning Ordinance, and the Reston Association covenants and guidelines.
- H. Burden rests with applicant to demonstrate the acceptability of the proposal. Applicant may submit with the application any materials such as exhibits, petitions, photographs, experts' statements and the like that applicant deems necessary. Applicant may request an opportunity to appear before the Board of Directors along with any witnesses the applicant desires to have provide oral testimony.
- I. Additional Requirements for Major Changes to Units. Major changes, such as the removal or installation of partitions, must meet the following requirements as appropriate:
  - 1. No change may be made to the unit that would alter or remove any interior partition that contributes to the support of the unit or building.
  - 2. Where the change affects common utilities or involves temporary interruption of common utility service, applicants are required to coordinate arrangements with management prior to commencement of work. In any case, common utility service may not be interrupted except between the hours of 8:00 a.m. and 5:00 p.m. on weekdays. Service may not be interrupted on weekends or generally observed holidays.
  - 3. Applicants are responsible for removal of debris generated in the course of the change.
  - 4. No sawing, hammering or other noisy construction activities are permitted except between the hours of 8:00 a.m. and 8:00 p.m. on weekdays which are not holidays and 10:00 a.m. to 8:00 p.m. on weekends and holidays.
  - 5. For major interior renovations, the following may also be required to the extent applicable:
    - a. Letter of transmittal
    - b. Floor plans
    - c. Construction schedule
    - d. Proof of notice to other Unit Owners affected or involved, if any.
    - e. Names of contractors and mechanics
    - f. Final drawings
    - g. Proposed contracts

- h. Location or storage site of building materials, etc.
  - i. Arrangements for temporary access, if any
  - j. Certificate( s) of insurance of contractor(s)
  - k. Such other information as the Board of Directors may require.
6. Administrative requirements:
- a. Applicant must inform management of the date on which construction starts.
  - b. If applicant desires to make changes during construction a revised application must be submitted to the Board of Directors, which shall promptly act upon the revised application.
  - c. Applicant must provide the Association with notice of completion.
  - d. Upon completion, the Board of Directors may inspect the Unit and Common Elements and, if satisfied that construction is in compliance with approved plans, will issue a Certificate of Compliance.

### III. Results Of Review

A. The Covenants Committee or Board shall act on the submission and give notice to the applicant within forty-five (45) days from receipt of the application, including all submissions required. The forty-five (45) day review period shall not commence until management has received a complete application, including any required exhibits. An application is deemed received by the Association when it is hand-delivered (and receipt is acknowledged by the Management Staff) to the Association Management Office or received by regular mail, first-class, prepaid at the Association Management Office.

B. If an applicant fails to receive a reply from the Board or Covenants Committee (if appointed) indicating a decision within forty-five (45) day period, failure to respond shall constitute consent.

C. If a proposal is rejected, the reason(s) for disapproval shall be stated as part of the written decision. An applicant whose proposal has been rejected or approved with modification, may appeal the decision to the Board of Directors. The appeal must be in writing and submitted to the management office within fifteen (15) days of the date of the notice of decision letter. The Board of Directors may affirm, modify or deny the decision of the Covenants Committee.

D. Copies of all Requests for Review will be filed according to unit number, along with the written decision and a statement of action taken, if any. There will be a cross-index which categorizes cases into types, for future reference. This index shall be made available, upon request, to any Unit Owner considering an alteration or improvement to the Unit Owner's Unit.

E. All approvals shall expire six (6) months after the date of approval if the item approved has not been completed, unless an extension is approved by the Board of Directors.

#### IV. Design Guidelines

A. Exterior Antennas and Satellite Dishes. Exterior antennas or satellite receiving devices shall not be installed on general common elements without permission from the Board of Directors. Completion of a satellite installation request form is required prior to installation of the satellite dish or antenna on the general common elements (i.e. non-exclusive use areas). Such devices may be installed on limited common element balconies and patios if such devices are “conforming” devices as defined by the Telecommunications Act of 1996 and 47 C.F.R. Section 1.4000, as amended, (e.g. conforming satellite dishes must be one meter or less in diameter or diagonal measurement). Antennas are subject to the following installation rules and regulations:

1. Antennas and satellite dishes shall not be attached or affixed to the exterior walls of the building, on balconies, railings, or columns. No penetrations of the building walls may be done without the prior written consent of the Board.

2. Unit Owner and occupants of Units shall not install any type of antenna that transmits a signal of any sort or disrupts the reception of the radios and television sets of neighbors. Such antennas are prohibited.

3. Preferred Placement. The Association has designated the surface of the patio/deck as the preferred placement location for antennas and satellite dishes. Antennas shall be installed and secured in a manner that complies with all applicable State and County Building Codes, provided that such codes are not superseded by federal law, and manufacturer’s instructions. Antennas shall be installed and secured in a manner so they do not damage the common elements, limited common elements, or individual Condominium Units, or void any warranties of the Association or other Unit Owners, or in any way impair the structural integrity of the building. Antennas shall not obstruct access to or exit from any Condominium Unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Condominium.

4. Variances - Antennas and Satellite Dishes. The Association reserves the power to grant a variance from any of the antenna and satellite dish rules expressed herein, but shall endeavor to protect the community from the architectural blight to the greatest degree possible and strive to ensure that all concerns over safety are satisfied.

B. Interior Alterations and Relocation of Partitions. Renovations to the interior of a Unit may be made and non-load bearing partitions within a Unit maybe relocated upon proper written application to and approval of the Board of Directors. Applicant is responsible for removal of any debris resulting from the renovation and relocation. If the renovation or relocation involves the relocation of any Common Element pipes, wiring, conduits or the like, applicant is responsible for restoring same. In accordance with Sections 55-79.68 of the Condominium Act, the Unit Owner shall have the right to create a doorway or other aperture between two adjoining Condominium Units if the Unit Owner is the owner of both Condominium Units. Such alteration must be approved by the Board of Directors and must conform to any requirements stipulated by this Section, the Declaration, the Bylaws and Section 55-79.68 of the Act.

C. Relocation of Boundaries and Subdivision of Units. Pursuant to the provisions of Sections 55-79.69 and 55-79.70 of the Condominium Act and the Declaration, Unit Owners may relocate boundaries between adjoining Units subject to the following provisions:

1. Application for relocation of Unit boundaries must be submitted in writing to the Board of Directors, and approved prior to any change. Application must be made jointly by the Unit Owners involved. While the Board may not unreasonably withhold approval of the proposed relocation, it may require that such relocation meet certain requirements. The application must contain the following:

- a. Approval of all the mortgagees of affected Condominium Units.
- b. Diagram/plans of the proposed changes to Condominium Unit boundaries.
- c. Proposed reallocation between the Condominium Units involved of the aggregate Common Element Interest appertaining to those Condominium Units.
- d. Proposed reallocation between the Units involved of the Common Element Interest of votes in the Unit Owners Association to those Condominium Units.
- e. Identification of person or firm qualified to perform construction relative to boundary relocation.
- f. Time schedule for construction and/or demolition of walls.

2. Any new walls must, at a minimum, meet the standards of original construction, or current building codes, if such exceed the standards of original construction. Pursuant to Section 55-79.69(f) of the Condominium Act, applicants assume responsibility for all costs related to a relocation of Condominium Unit boundaries, including but not necessarily limited to the following: costs of filing amendments to Declaration, Plats and Plans, including attorney's fees and costs related thereto; and certifications by a registered land surveyor and a registered architect or engineer, as required in Section 55-79.69(e) of the Condominium Act, such costs to be divided between or among applicants as they shall agree in writing among themselves.

3. Construction and/or demolition of Condominium Unit boundary walls may not commence until applicant has met the requirements imposed by the Board and this Section and all appropriate instruments have been prepared, executed and acknowledged and all fees paid. Construction and/or demolition must be done in such a way as to not unreasonably disturb or interfere with other owners. Responsibility for removal of any debris resulting from the relocation, including cost, if any, shall be borne by the applicants as they shall in writing determine among themselves. If applicant(s) fail(s) to promptly and properly dispose of debris, the Association will take such action and assess the costs thereof against the applicant(s) according to their respective percentage interests at the time.

4. Pursuant to the provisions of Section 55-79.70 of the Condominium Act, Unit Owners may subdivide Units, subject to the following provisions:

- a. Written approval of all mortgagees of the affected units must be obtained. Application must be submitted to the Board of Directors, in writing, and approved prior to any

change. Where such Unit subdivision involves the Unit Owners of more than one Unit, application must be made jointly by all Unit Owners involved.

b. Though the Board shall not unreasonably withhold approval of the proposed subdivision, it may require that such subdivision meet the requirements set forth as in the proceeding requirements for relocation of boundaries, except that responsibility for costs shall be allocated pursuant to Section 55-79.70 of the Condominium Act.

#### IV. Electrical Wiring.

A. If a change to the electrical wiring in a Condominium Unit does not affect another Unit or the Common Elements, approval is not required. However, all required governmental approvals shall be obtained by or on behalf of the Unit Owner prior to commencement of work and copies of the permits must be provided management.

B. Any interruption of common electrical service requires the prior written approval of management.

C. The Association assumes no responsibility for any damage to person or property resulting from or related to any change in wiring, whether or not such change has the written approval of the Covenants Committee or Board, since the Association, its Board, Covenants Committee and managing agent cannot control quality of workmanship relative to the change, or errors or omissions of pertinent information on the application.

D. If the proposed change to the electrical wiring in a Unit would adversely affect another Unit or the Common Elements, the Unit Owner must obtain prior written approval of the Board of Directors. Any electrical work must be done in accordance with all applicable codes and ordinances.

E. The Unit Owner is responsible for obtaining all necessary permits and approvals.

F. The application shall contain the following:

1. Diagram of the proposed changes to the electrical system.
2. Statement as to whether another Unit or the  
Common Elements would be affected by the change and  
description of how another Unit or Common  
Elements would be affected.
3. Identification of qualified person or firm to perform work.
4. Time schedule for the proposed change.

G. Approval may be denied for any of the following reasons:

1. Incomplete or unclear application in which case it will be returned to applicant with appropriate instructions as to what is required.

2. Another Unit or Common Elements would be adversely affected by the proposed change.

3. Other reasons stated and supported by the Board of Directors.

V. Plumbing.

A. If a change to the plumbing system of a Unit does not affect another Unit or the Common Elements, approval is not required.

B. All required governmental approvals shall be obtained by or on behalf of the Unit Owner prior to commencement of work.

C. Any interruption of common water service requires the prior written approval of management.

D. The Association assumes no responsibility for any damage to person or property resulting from or related to any change in plumbing whether or not such change has the approval of the Covenants Committee or Board of Directors, since the Association, its Board, Covenants Committee and managing agent cannot control quality of workmanship relative to the change, or errors or omission of pertinent information on the application.

E. If a proposed change to the plumbing system of a Unit would affect another Unit or the Common Elements, or significantly increase the water consumption of that Unit or the Common Elements, the Unit Owner must obtain prior written approval of the Covenants Committee or Board of Directors. Any plumbing work must be done in accordance with all applicable codes and ordinances. The Unit Owner is responsible for obtaining all necessary permits and approvals.

F. The application shall contain the following:

1. Diagram of the proposed changes to the plumbing system.
2. Statement as to whether another Unit or the Common Elements would be affected by the change and description of how another Condominium Unit or Common Elements would be affected.
3. Identification of qualified person or firm to perform work.
4. Time schedule for the proposed change.

G Approval may be denied for any of the following reasons:

1. Incomplete or unclear application in which case it will be returned to applicant with appropriate instructions as to what is required.
2. The Board or management determines that the change would significantly increase water consumption or adversely impact the common water or drain system.
3. Another Condominium Unit or Common Elements would be adversely affected by the proposed change.
4. Other reasons stated and supported by the Board of Directors.

VI. Painting, Wallpapering, Decorating. Painting, wallpapering, and decorating within a Condominium Unit's boundaries, as defined by the Declaration, do not require approval. Painting, wallpapering and decorating of any Common Element by a Unit Owner or occupant is prohibited.

VII. Doors, Doorbells, Knockers, Handles, Locks, etc. With the exception of locks, changes or additions to the exterior doors are not permitted. Application to the Board required to add or change locks on the door. One additional lock may be approved so long as it is in scale with the door and matches the design and color of the other hardware on the door. Replacement of any broken or damaged hardware is the owner's responsibility. Approval of the Covenants Committee or Board is not required, provided that the replacement hardware is the same as or equivalent to the original.

VIII. Seasonal Decorations. Approval for seasonal decorations is not required so long as such decorations meet the following criteria:

A. The decorations are displayed only so long as they are appropriate. Christmas and other winter holiday decorations may be put up on Thanksgiving Day and must be removed by January 15th. Other holiday decorations are permitted during the week or weekend of the particular holiday and must be removed thereafter.

B. The decorations do not make any sound.

C. The decorations are not attached in such a way as to mar the finish on the door or cause damage to the door frame, knocker, or handle.

D. The decorations do not extend beyond the door frame.

IX. Signs. Signs are prohibited.

X. Balconies and Patios.

A. Painting of walls, rails, floors, or ceilings of a balcony and patio areas by the Unit Owner is prohibited.

B. No fixtures or decorations may be fastened to the walls, ceiling, or railings, of the balconies and patios or to any exterior building wall.

C. Appropriate seasonal outdoor patio furniture may be used on the balconies and patios.

D. Floor planters or flower boxes with living plants that do not extend above or beyond the balcony railings are permitted. Pole planters are not permitted. No hangers for hanging plants may be installed in the balcony or patio ceiling, nor may planter boxes or hangers be installed in the walls or railings of the balconies and patios. Planter boxes which meet design specifications approved by the Covenants Committee or Board may be installed on balcony railings. Five (5) or more floor planters or flower boxes which meet design specifications must be approved by the Covenants Committee or Board of Directors.

E. Balconies and patios shall not be used for storage. Radios may be used on the balconies and patios, provided the noise levels are controlled to prevent disturbing the other residents and are used in accordance with local ordinances. No storage containers are permitted on the balconies and patios.

F. No carpeting or covering of any type shall be installed over the balcony or patio floors.

XI. The Effective Date of this Resolution is August 1, 2009. It supersedes and replaces Policy Resolution No. 5.



*(Office Use Only)*  
**PARCRESTON, A CONDOMINIUM  
RESPONSE TO DESIGN REVIEW APPLICATION**

**Date Action Taken:** \_\_\_\_\_  
**Circle One:**

**Approved**

**Disapproved**

**\* Application Approved  
\* Application  
with Conditions  
\* Application**

**\* Additional Information  
Requested**

**Comments:**

**Date Reconsidered:** \_\_\_\_\_  
**Circle One:**

**\* Application Approved  
\* Application Approved  
with Conditions  
\* Application Disapproved**

Stipulations and Conditions:

1. All interior and exterior modifications must meet the requirements of the ParcReston, A Condominium Design and Maintenance Standards.
2. The proposed improvement must be constructed according to the approved plans, schedule (commenced within six months and completed within twelve months of the approval), and specifications.

\_\_\_\_\_  
Signature of Covenants Committee Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Covenants Committee Member

**NOTES**

1. All proposed additions, alterations and improvements must comply with the requirements of the Code, State and County Building Codes, and the Fairfax County Zoning Ordinance (collectively "State and County Laws"). Your signature indicates that these standards are met to the best of your knowledge. Application for local building permit is the applicant's responsibility.
2. Alterations shall not violate any of the Condominium Instruments, any of the provisions of Building Codes and Zoning Codes, State and County Laws, nor the Reston Association Documents. Further, nothing herein contained shall be construed as a waiver or modification of any restriction.
3. The undersigned understands and agrees that no work on this request shall commence until written approval has been received. A copy of this application shall be returned to you after review.

4. Once all information required and any applicable fees have been received by the Board of Directors, the application usually takes no longer than 45 days for complete review.
5. The undersigned has read and understood the applicable provisions of the Declaration, Bylaws, and Policy Resolution No. 5 with regard to property changes.
6. The Association assumes no responsibility for any damage to person or property resulting from or related to any change to any property or Unit, whether or not such change has been approved by the Association, since the Association cannot control quality of workmanship relative to the change or errors or omissions of pertinent information on the application.

Applicant's (Owner's) Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT "C"**  
**TO**  
**POLICY RESOLUTION NO. 5**  
**ALTERATION AGREEMENT**

This ALTERATION AGREEMENT made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, is by and between the Association of Unit Owners of PARCRESTON CONDOMINIUM (" Association ") and \_\_\_\_\_ ("Owner").

Owner owns Unit No. \_\_\_ in ParcReston Condominium. Owner's Unit is legally described on Exhibit B hereto. Owner wishes to perform certain additions, alterations and improvements as shown on the plans attached hereto as Exhibit A (the "Alteration").

In consideration of the Association's approval, Owner hereby confirms and agrees that Owner shall, at Owner's sole cost and expense: (i) cause the Alteration to be expeditiously installed, in a good and workmanlike manner, by a contractor acceptable to the Association, (ii) maintain the Alteration in good condition and repair, (iii) comply with such rules and regulations as the Association may from time to time promulgate regarding the maintenance of improvements such as the Alteration, and (iv) indemnify and hold the Association, its Directors, Officers, Employees, Unit Owner Members, and the Managing Agent harmless from all costs, expenses and liability arising out of or in connection with the Alteration approved hereby. If Owner fails to maintain such Alteration as required herein, Association shall be entitled to make any repairs which Owner fails to make in a timely fashion and the entire cost thereof shall be paid by Owner and shall be specifically assessed to and a lien against the Unit.

ASSOCIATION :

By:		
	President, Board of Directors	Date
	OWNER NAME: (Please Print)	Date
	OWNER SIGNATURE	Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ and \_\_\_\_\_ Association to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

Notary Public

My appointment expires: \_\_\_\_\_

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 5, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 6: PET POLICIES**

Regulating the keeping and maintenance of pets

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association;” and

WHEREAS the Board deems it necessary and desirable for the health, safety and welfare of the Unit Owners to establish certain policies and procedures to implement the provisions of Article XI, Section H of the Bylaws;

NOW, THEREFORE, the Board resolves that the following policies and procedures regarding pets be, and hereby are, adopted:

**I. GENERAL GUIDELINES**

A. **Permitted Animals.** to further interpret Article XI, Section 1 (h) of the Bylaws, the following constitutes a listing of the types of animals permitted subject to the provisions of the Bylaws and of this Resolution: dogs, cats or caged birds, not to exceed one (1) dog or two (2) cats, and up to three (3) caged birds per Unit .

B. **Prohibited Animals.** The following types of animals are not permitted: canines other than dogs; felines other than cats; insects; reptiles; amphibians; livestock; poultry; fish, other than those confined in an aquarium or terrarium; mammals, other than those confined in cages without access to the Common Elements; and any animal that would be considered a wild, exotic or vicious animal as defined in Chapter 41 of the Code of Fairfax County, Virginia.

**II. REQUIREMENTS AND RESTRICTIONS**

A. Pet Owners are responsible for removing their pet's wastes from the Common Elements. Please be considerate of your neighbors. Pet wastes and odors shall not be permitted to accumulate in Units so as to create unattractive or unsanitary conditions. Should the Board of Directors designate a pet run or runs then pets shall not be permitted to relieve themselves on any portion of the Common Elements not so designated

B. No pet shall be permitted to bark, howl, whine, or make other noises for such a time as disturbs neighbors' rest or enjoyment of their home. No pet shall be left unattended on a balcony or patio for extended periods of time.

C. Except when within its Unit Owner's Unit, a pet must be carried or on a leash which enables close control of the pet and attended by a responsible person.

D. No animal shall be leashed or tied to any object on the Common Elements.

E. Pet Owners are fully responsible for any property damage, personal injuries, property damage, or disturbances their pet may cause or inflict.

F. Pets may not be kept or maintained for commercial or breeding purposes.

H. Every female dog or cat, while in heat, shall be kept confined inside the Unit in such a manner that she will not be in contact with other dogs or cats (except for intentional noncommercial breeding purposes) nor create a nuisance by attracting other dogs or cats.

J. All pets having access to the Common Elements must be registered and inoculated as required by law.

I. Unit Owners who lease their property shall obtain from the lessee a written agreement (whether on the lease form itself or in a separate document) to abide by these rules and shall submit a copy of that agreement to the Managing Agent.

### III. NUISANCES

A. The following behavior shall be considered nuisances and the grounds for filing a complaint:

1. Pets allowed to run at large;

2. Pets allowed to damage, soil, defecate on or defile the Common Elements or private property;

C. Unsanitary, dangerous or offensive conditions created by a pet either inside a Unit or anywhere on the Common Elements;

D. Ordering or allowing a pet to molest, attack, or otherwise interfere with the freedom of movement of people on the Common Elements, and including chasing vehicles, attacking other pets, or other kind of disturbance;

E. Pets making or causing noise of sufficient volume to interfere with other residents' rest and peaceful enjoyment of their property;

F. Failing to confine a female animal in heat so as to prevent attraction of other animals;

G. Keeping a pet in a vehicle.

### **III. PET REGISTRATION**

A. The purpose of pet registration is to aid in identifying a pet and its Owner in the case of injury to the pet or another animal or person, in the case of a violation of the Condominium Instruments or Rules and Resolutions, and to prevent false accusations when a problem animal is from outside the community.

B. All pets which may leave the Unit shall be registered with the Association, using a Pet Registration Form contained in Exhibit "A" to this Resolution.

C. The Registration Form shall be submitted to the Board secretary at such address as the Board may designate. That address is now:

ParcReston Condominium Unit Owners Association  
Management Office  
1713 Ascot Way  
Reston, VA 20190

D. Registration with the Association is in addition to, not in lieu of, registration required by Fairfax County. It is the responsibility of pet owners to properly inoculate and register their pets as required by local ordinance. Registration with Fairfax County does not eliminate the need for registration with the Association.

E. While the Association reserves the right to charge a pet registration fee in the future if such becomes necessary to offset expenses incurred to implement this Resolution, no such fee shall be charged at this time.

### **IV. ENFORCEMENT**

A. Penalties for violation of the local animal control ordinance may be enforced by the locality independent of remedies pursued by the Association. The Association may enforce its penalties independent of remedies pursued by the locality.

B. Pursuant to Article XI, Section 1 (h) of the Bylaws, pets causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Generally, however, the Association shall employ the procedures of the Policy Resolution No. 4 prior to removing the pet, except that if a pet is running loose, the Animal Control authorities may be called to collect the pet.

### **V. INDEMNIFICATION**

Pursuant to Article XI, Section 1 (h) of the Bylaws, any person who keeps or maintains a pet on the property shall be deemed to have indemnified and agreed to hold free and harmless the Association, its Directors, Officers, Unit Owner Members, and Managing Agent, from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property.

The Effective Date of this Resolution is August 1, 2009. This Policy Resolution supersedes and replaces Policy Resolution No. 6.



**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 6, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 7: VEHICLE POLICIES**

Relating to the parking and use of vehicles upon the Property

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, Article XI, Section 1 (g) of the Bylaws states, "...no commercial trucks, buses or any commercial vehicles shall be permitted to be kept or parked overnight upon any Common Element parking space. Trailers, campers, recreational vehicle, house trailers, boat trailers or boats shall not be parked in a Common Element parking space. No vehicle shall remain on the Condominium Property unless it has current state license plates, a current inspection sticker and complies with all other applicable laws; and,

WHEREAS, in order to assure equitable parking arrangements as well as safe and attractive parking areas, the Board deems it necessary and desirable to establish policy regulating the parking and use of vehicles upon the Property;

NOW, THEREFORE, the Board resolves that the following policies regarding the parking and use of vehicles upon the Property be, and hereby are, adopted:

**I. PARKING RIGHTS**

- A. Parking spaces, including carports, are Common Elements and will be available on an unreserved basis without charge for use of the Unit Owners, occupants of Condominium Units and visitors.
- B. Vehicles shall be parked entirely within the lines indicated.
- C. Vehicles shall not be parked in fire lanes, yellow curbs, or other areas where parking is restricted. Vehicles shall not obstruct sidewalks or driveways. All Unit Owners shall observe and abide by any parking and traffic regulations posted by the Association or by county authorities.
- D. The Board of Directors may from time to time designate certain spaces for handicapped parking to comply with Federal, State or County laws and/or ordinances or to make reasonable accommodations for Unit Owners and residents who require handicapped parking. Only vehicles displaying current handicap tags or stickers may be parked in spaces reserved for handicapped parking.

## II. VEHICLE REGISTRATION AND REQUIREMENTS

A. Vehicle Registration. All vehicles parked in Common Element parking spaces (including Carports), except designated visitor parking spaces, must display an Association parking permit or placard. Vehicles parked on the property without a valid permit between the hours of 11:00pm and 7:00am will be towed at the vehicle owner's expense without notice.

1. The Unit Owner of each Unit will receive one resident parking permit or placard for a one (1) bedroom unit or two (2) resident parking permits or placards for a two (2) bedroom unit assigned with a number that corresponds with that Unit and registered vehicle on a first-come first-serve basis. A Unit Owner with additional vehicles may request an additional parking permit or placard, but no more than two (2) resident permits or placards will be issued for a single Unit at no charge. A third (3<sup>rd</sup>) permit or placard may be purchased only if spaces and carports are available for a two hundred and fifty dollar (\$250.00) fee, for a maximum of three (3) permits or placards for a single unit. If necessary, a wait-list for additional permits or placards will be used.

2. Permits or placards will be distributed to residents who own or lease motor vehicles and who can show proof of proper vehicle registration. Temporary permits or placards will be issued to residents for up to 60 days to allow for proper registration. Residents must be named on the current Unit Information Form to receive a parking permit or placards. For rented/leased Units, the resident's name must also appear on the Lease and Lease Addendum. There is a \$75.00 replacement fee for lost parking permits. If a replacement permit or placard is issued for an original permit or placard reported lost or stolen, and the original Placard is recovered by the owner, the original permit or placard must be returned to the Association Management Office and the Owner will receive a refund of \$25.00 per permit or placard. Parking permits and placards will be numbered for control.

3. In the event a permit or placard is reported lost or stolen and the owner purchases a replacement Placard, the Condominium Unit registration will be updated with the newly purchased Placard number; the previous number will be marked as void. Any void Visitor Parking Placards, if found in use on any vehicle parked on Condominium property, will subject that vehicle to immediate towing at the vehicle owner's expense without recourse to management or the Association for any damage or injury that may directly or indirectly result from or be caused by such towing or removal.

### B. Visitor Parking.

1. Each Unit will receive one (1) visitor parking placard assigned with a number that corresponds with that unit.

2. Visitor parking will be permitted on a first-come, first-serve basis and must display a Visitor Parking Placard. Visiting vehicles parked on the property without a valid placard between the hours of 11:00pm and 7:00am will be towed at the vehicle owner's expense.

3. Visitor Parking Placards shall be displayed on the inside rear view mirror of any visitor's vehicle for as long as the vehicle is parked on Condominium property.

4. If Visitor Parking Placards are lost or stolen, they may be replaced only with written consent of an Association Officer at a charge of \$75.00 per Visitor Parking Placard which is

payable upon issuance of replacement Placards. If a replacement Visitor Parking Placard is issued for an original Placard reported lost or stolen, and the original Placard is recovered by the owner, the original Placard must be returned to the Association Office and the owner will receive a refund of \$25.00 per Placard. Visitor Parking Placards will be numbered for control.

5. In the event a Visitor Parking Placard is reported lost or stolen and the owner purchases a replacement Placard, the Condominium Unit registration will be updated with the newly purchased Placard number, the previous number will be marked as void. Any void Visitor Parking Placards, if found in use on any vehicle parked on Condominium property, will subject that vehicle to immediate towing at the vehicle owner's expense without recourse to management or the Association for any damage or injury that may directly or indirectly result from or be caused by such towing or removal.

6. No vehicle may be parked with a Visitor Parking Placard longer than 72 consecutive hours (3 consecutive days) without prior written approval given by the Management Office. Long-term Visitor Parking Placards for a maximum of seven (7) days may be purchased from the Management Office at least ten (10) days in advance for a fifty dollar (\$50) fee. If prior approval is not given by the Management Office, the vehicle will be subject to towing at the vehicle owner's expense and without recourse to the Managing Agent or the Association for any damage or injury that may directly or indirectly result from or be caused by such towing or removal. A 24 hour notice of intent to tow will be posted on vehicles parked in violation of the Visitor Parking rules in this subsection before the vehicle is towed.

7. Visitor Parking on Condominium property is subject to all Rules and Regulations established in this Section of the community handbook. Unit Owners are responsible for their visitors' compliance.

C. Vehicle Requirements. All motor vehicles shall display current licenses and other required permits or decals and shall be maintained in proper operating condition so as not to be a hazard or nuisance due to noise, exhaust emissions or appearance. All owners are required to provide the Management Office with update vehicle information including Make, Model, Year, Color, Plate #, and State.

### **III. RESTRICTIONS**

A. The following vehicles may not be parked on any Common Elements, parking lots or roadways:

1. A junk or derelict vehicle which is defined as one that is missing any necessary parts, such as, but not limited to, tires, wheels, engine, etc., that are necessary for operation of the vehicle on public streets.

2. Any trailer, (including house, boat or otherwise trailers);

3. Any motor home, self-contained camper, camp truck, or camper slip-on where the back of the camper is higher than the roof line of the cab of the truck;

4. Any mobile home or fifth wheel vehicle;

5. Any pop-up camp/tent trailer or similar recreation oriented portable vehicle or transportable facility or conveyance;

6. Any other vehicle not defined above which is not normally or regularly used for routine transportation, including dune buggies, non-operational automobile collections or other automotive equipment not licensed for use on the highways of Virginia,

7. Any vehicle defined as a commercial vehicle by either the Code of Virginia or the Code of Fairfax County;

8. Any vehicle with commercial lettering, advertising or visible commercial equipment whether or not defined as a commercial vehicle by Virginia law and regardless of whether or not operated for commercial use. (the Board of Directors may, on a case-by-case basis, permit the parking in open view of vehicles with commercial lettering which otherwise conform to this resolution upon written application by an Owner or an Owner's tenant.);

9. Private or public school or church buses.

B. No vehicle, other than an approved vehicle, shall be parked on the Common Elements for longer than 48 hours without prior written permission from the Board. The Board reserves the right to require that such vehicles be parked only in areas specified by the Board.

C. No vehicle shall be parked on the Common Elements with "For Sale" signs in view.

D. Vehicle repairs other than emergency maintenance, and light normal cleaning of exterior of vehicle and interior of passenger section of the vehicle, are not permitted on the Common Elements.

E.. Any Unit Owner requiring the use of a temporary storage unit, such as a POD, must submit a request in writing to the Management Office for approval. Management will provide the location that the storage unit may be placed. Temporary storage units will be limited to 48 hours on the property.

#### **IV. LIABILITY**

A. Nothing in this resolution shall be construed to hold the Association or the Board of Directors responsible for damage to vehicles or the loss of property from vehicles parked on the Common Elements.

B. Should an employee of the Association at the request of a Unit Owner move, park or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent of the Unit Owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

#### **IV. ENFORCEMENT**

A. Parking in any Reserved Parking Space or Carport Space. The Unit Owner or occupant of the Unit to whom the Reserved Parking Space or Carport is assigned may request the immediate towing of any vehicle parked in his/her Reserved Parking Space. The Unit Owner is responsible for any damage

or liability associated with the removal of the vehicle and shall hold the Association, its Board and Management harmless.

B. In accordance with the towing procedures as set forth in this resolution, a vehicle shall be subject to immediate towing without notice for the following violations.

1. Vehicles parked in designated fire lanes or where street curbs are painted yellow.
2. Any vehicle parked that is not displaying a current approved parking permit or placard.
3. Any motorcycle extending beyond the boundaries of a parking space, or which prohibits the parking of vehicles on either side of the space being used.
4. The vehicle of any Unit Owner or the occupants of the Condominium Unit, whose parking privileges have been suspended for delinquent assessments.
5. Any vehicle protruding beyond space limitations or impeding traffic.
6. Any vehicle improperly parked in a designated handicap parking space.

C. In accordance with the towing procedures as set forth in this resolution, a vehicle shall be subject to towing seventy-two (72) hours from the time and date a notice is posted on the vehicle for the following violations.

1. Any vehicle not displaying current state and local registration, license plates, permits and stickers, as applicable, or any vehicle not legally operable on public streets.

D. Towing Procedures

1. Vehicles parked in violation of this Resolution may be towed at the direction of the Association's Board of Directors or the Managing Agent. Unit Owners and registered tenants are authorized to initiate towing by the Association's contracted towing company only from the Reserved Parking space assigned to their Units. If a Unit Owner or registered tenant wrongfully or maliciously authorizes the towing from the property, the Unit Owner shall be responsible for any and all damages incurred by the Association, including attorneys' fees and costs. It shall be the responsibility of each resident to monitor his/her Reserved Parking space and to advise guests not to park in other Reserved Parking spaces.

2. A reasonable effort should be made by a Unit Owner or registered tenant to contact the violator to have the vehicle removed prior to making a request to have the vehicle towed. If contact cannot be made with the violator, the contracted towing company may then be requested to remove the vehicle at the violator's expense without recourse to the Management, the Board or the Association for any damage or injury that may directly or indirectly result from or be caused by such towing or removal.

3. The Association and the Managing Agent are not responsible for the enforcement of parking in the owner carport spaces. If an owner of a carport needs a car towed, they may call Battlefield Towing at 703-378-0059. The towing of the car will be the owners' responsibility.

## **V. EFFECTIVE DATE**

The Effective Date of this Resolution is August 1, 2009. It supersedes and replaces Policy Resolution No. 7.



**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 7, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

KELCEY SMITH	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 8: KEY CONTROL**

Relating to access to Buildings and Units by the Association

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association;” and

WHEREAS, Article XI, Section (o) of the Bylaws provides that the Board of Directors may retain a pass key to each unit to enable the Board or persons authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, to exercise and discharge their respective powers and responsibilities under the Bylaws; and, in case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not;

NOW, THEREFORE, the Board resolves that the following procedures for access to Units be adopted:

**I. EMERGENCY KEYS**

A. All Unit Owners were issued keys to their Unit at settlement. Pursuant to the above provisions of the Bylaws, the Association has retained copies of those keys.

B. If additional locks are added or if locks are changed by a Unit Owner or resident, the Unit Owner or resident must provide the Association with a copy of the keys to such locks. Additions or changes must have prior approval from the Covenant Committee and/or Board of Directors.

C. The keys retained by the Association will be used only in cases of emergency. "Emergency" includes the fact or threat of fire, flood, or any other condition that might adversely affect the Common Elements or other Units. The Association will not admit visitors, tradesmen or other such persons. It is solely the responsibility of the resident to arrange with these persons for their entry into the Unit .

D. To protect the Association from liability and to protect the interests of each Resident, the following control measures shall be put into effect:

1. Keys shall be coded and secured. The code will not indicate the Unit served by the key.
2. The key index, which relates a given key to a given Unit, will be kept separately secured.

3. If a key is lost by the Association, the lock will be changed and new keys issued at the expense of the Association.

4. In all except urgent cases, the Association shall give prior notice of the need for access to the Unit and, to the extent practicable, make arrangements with the occupant to gain access. This may be done by phone or email, when appropriate.

5. In case of urgent situation, the Association shall make a reasonable attempt to contact the resident prior to entering the Unit, if feasible under the circumstances.

6. In either case, if the Association enters a Unit from which the resident is absent, the Association will leave written notice of the date, time and purpose of entry, signed by an authorized Association or Managing Agent representative.

7. The Association will not provide "lock out" service for any reason to any Unit Owner or resident. Request for this service will be denied, regardless of situation. In the event of a lock out, the owner or resident must contact a locksmith or provide a key to a trusted family, friend or neighbor.

E. If emergency access to a Unit is necessary when no one is at home and the resident has not provided the Association with working keys, the Unit Owner shall bear all costs related to entry of the Unit and damage caused to the Unit, another Unit and/or the Common Elements by the emergency and shall assume any additional liabilities that arise from the emergency.

## **II. COMMON ELEMENTS**

A. The Association will retain a copy of the key to any locked Common Elements and may provide a copy of each of these keys to the following:

1. the United States Postal Service;
2. the managing company;
3. the janitorial service contractor;
4. the local fire department;
5. the local police department;
6. contractors; or
7. such other persons(s) as the Board may designate.

B. The Association reserves the right to change locks periodically and re-issue Common Elements keys.

### **III. ABUSE OF PROCEDURE**

Abuse of these procedures by any Association employee will make that person subject to possible dismissal and other disciplinary action by the Association.

### **IV. EFFECTIVE DATE**

The Effective Date of this Resolution is August 1, 2009. It supersedes and replaces Policy Resolution No. 8.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 8, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 9: USE OF UNITS AND COMMON ELEMENTS SOUND  
TRANSMISSION GUIDELINES**

Relating to noise and sound transmission

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association;” and

WHEREAS, Article XI, Section (p) specifically prohibits loud or unusual noise between the hours of 11:00 p.m. and 8:00 a.m.; and

WHEREAS, the Article VI, Section 5 (d) (i) requires that carpeting and appropriate padding shall be maintained on all floor surfaces, excluding foyers, kitchens, closets, bathrooms, dining areas and laundry room areas.;" and,

WHEREAS, the Board deems it necessary and in the interests of all residents to establish policy regarding noise and nuisances;

NOW, THEREFORE, the Board resolves that the following policy regarding noise and nuisances be, and hereby is, adopted.

**I. REQUIREMENTS**

A. **Floor Covering.** As required in the Bylaws, carpeting and padding must be maintained over all floor surfaces excluding foyers, kitchens, closets and bathrooms, dining areas and laundry room areas. Hardwood surfaces must be insulated with a minimum of ¾” cork or foam base padding. The minimum of any hard surface with a combined flooring material installation resulting in an overall rating of IIC50 will be approved for installation. This means that the hard surface floor and the sound transmission material must be a combined rating of IIC50. (IIC = Impact Insulation Class) Such floor covering significantly reduces sound transmission between Units. Carpets or rugs alone do not adequately insulate against sound transmission; they require padding to do so. Jute and/or horsehair floor coverings do not adequately insulate against sound transmission and are, therefore, not generally acceptable floor covering by themselves.

B. **Quiet Periods.** Quiet periods are to be observed between 11:00 p.m. and 8:00 a.m. During quiet periods, audio equipment, televisions, and musical instruments shall be used or played at such levels as to be audible only within the Unit. The use of earphones is encouraged. The sound level at parties or other functions shall be kept at a level as to not disturb other occupants.

## **II. ENFORCEMENT**

A. Violations of noise or other local ordinances may be enforced by Fairfax County without regard to any other remedies available in the Condominium Instruments. Fairfax County Police are specifically permitted to enter upon the Common Elements and Units to enforce the law, and any resident may call the Police for any violation without regard to other remedies available in this Resolution or the Condominium Instruments.

B. For any continuing or repeat violation or disturbance, the Association reserves the right to levy fines, suspend privileges, or initiate legal action, in accordance with the processes and procedures of Policy Resolution No. 4.

## **III. EFFECTIVE DATE**

The Effective Date of this Resolution is August 1, 2009. It supersedes and replaces Policy Resolution No. 9.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 9, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 10: USE OF UNITS AND COMMON ELEMENTS**

Relating to permitted and prohibited uses of Unit and Common Elements

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association;” and

WHEREAS, Article XI, Section 1 establishes a list of prohibited uses and nuisances and

WHEREAS, the Board deems it necessary and in the interests of the membership to establish policy regarding the use of Units and Common Elements;

NOW, THEREFORE, the Board resolves that the following policy regarding use of Units and the Common Elements be, and hereby is, adopted.

**I. USE OF UNITS**

A. All Units are to be used for residential purposes only and home occupancies as permitted under the Fairfax County Zoning Ordinances. Other temporary non-residential uses may be permitted from time to time by the Board of Directors and by the laws of the State of Virginia. No industry, business, trade or profession of any kind, whether for profit or not shall be permitted in any Unit .

B. No Units shall be further subdivided except as provided for in Article XII of the Declaration.

C. No trade or activity that is deemed noxious or offensive or which is or may become an annoyance to the neighborhood or other Owners shall be carried on within the Condominium or any Unit. No odor shall be permitted to emanate from a Unit or its appurtenant Limited Common Elements. Nothing shall be done that makes a Unit or part of a Unit unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance to the Condominium or occupant thereof.

D. No activity can take place in a Unit that is against the law or creates waste products. Nothing can be done which will increase the rate of insurance on any Unit or result in cancellation of insurance without prior approval of the Board.

E. No structural alteration, construction, addition or removal of any Unit shall be done except in strict accordance with the provisions of the Bylaws, the Rules and Resolutions, the local laws, or the laws of the State of Virginia. Licensed electricians and approved contractors must be used. This includes changes in electrical wiring and systems and sprinkler systems. See Policy Resolution No. 5 for further guidance on additions, alterations and improvements.

F. No window treatments shall be installed in any Unit which does not have a white backing. Draperies, curtains or venetian blinds must be installed by each Unit Owner on all windows of the Unit. Such window coverings shall be maintained in a condition of sound repair and proper installation. Torn shades, broken blinds, sheets, blankets, and the like detract from the overall appearance and value of the property and constitute a violation.

G. No loud or unusual noises shall be allowed between 11:00 p.m. and 8:00 a.m. Radios, televisions, appliances for playing music, and amplifiers shall not be used in a way that disturbs others.

H. No unreasonable or unsightly accumulation of litter, trash or new or used building materials may be permitted to accumulate in any Unit.

I. No machinery that is not commonly used in a residence may be installed in a Unit or the Limited Common Elements appurtenant to that Unit.

J. Nothing may be stored in mechanical closets. These mechanical closets contain equipment which requires the circulation of air. Using these areas for storage creates a fire hazard that endangers the lives and property of all residents in the building.

K. Nothing that constitutes a fire or environmental hazard (paint, gasoline, or other flammable or hazardous materials) may be stored either in the Units or appurtenant Limited Common Elements.

L. No amount of litter, trash, cigarette butts or other material may be stored on the patio/balcony, outside the Unit entry door, or in any part of the breezeway. All trash must be taken from the interior of the Unit directly to the dumpster for disposal.

M. The following items are prohibited on the patio or balcony;

- a. Bird feeders or statues;
- b. Airing or drying of clothing and storing of clothing rack;
- c. Bicycles and tires;
- d. Screens, blinds, shutters, or enclosures, except for such enclosures as may be part of the overall design scheme;
- e. Charcoal grills, electric grills or other fuel burning or heat producing device;
- f. Major appliances or other mechanical devices or equipment;
- g. Kegs or coolers;
- h. Shelving;
- i. Storage containers that are not defined as outdoor seating or of a neutral color;
- j. Awnings or other projections; and
- k. Patio umbrella of neutral color not to exceed 6' in diameter.

## **II. USE OF LIMITED AND GENERAL COMMON ELEMENTS**

- A. Nothing can be placed so as to obstruct the General Common Elements. Vehicular parking upon Common Elements shall be regulated by the Board.
- B. No activity can take place on any General or Limited Common Elements that violates the law or creates waste products.
- C. No commercial activity shall occur on the General or Limited Common.
- D. No signs shall be erected, posted or displayed upon, in or from or about the General or Limited Common Elements. Nothing shall be hung over the exterior of the building.
- E. No burning of trash or unreasonable or unsightly accumulation or storage of litter, new or used building materials or trash of any kind is permitted on any General or Limited Common Elements.
- F. No temporary structure including but not limited to trailers, tents, shacks, or other out-buildings shall be maintained on any of the General or Limited Common Elements, except with prior written permission of the Board.
- G. Outdoor cooking anywhere upon the General Common Elements is strictly prohibited except in areas designated for such use by the Board.
- H. All persons shall be properly attired when appearing in any common area of the Property, including patio and balcony areas.
- I. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Board of Directors, except that house plants not higher than balcony railings are permitted. Further, no hanging plants or planters are permitted on a patio or balcony.

### **III. USE OF THE COMMUNITY CLUBHOUSE FACILITIES**

Listed below are the general guidelines for use of the Clubhouse located at 1713 Ascot Way. These rules must be followed by all residents and their guests while using the facility:

- A. Access to the Clubhouse is via usage of the Key Fob activated for either the Unit Owner or the Lessee of a Unit. Both a Unit Owner and its Lessee will not be given dual access to the facilities via Key Fob, which is programmed to allow entry and to monitor access to the facility, at such times and on the days as declared by the Board of Directors. Provided those privileges were signed over to the Tenant as terms of the executed lease;
- B. Unit Owners and registered tenants must escort guests at all times.
- C. No person shall sit or climb on balcony railings;
- D. Pets are prohibited in any area of Clubhouse;
- E. All garbage and trash must be placed in the proper receptacle designated for refuse collection. Large trash bags should be taken out to dumpsters;

- F. No smoking is permitted in the building or on the balcony;
- G. Do not write, paint, scratch, or mark on walls, floors or furniture. Do not staple or tape to walls, furniture, counters or cabinets;
- H. Proper attire is required at all times;
- I. Parents or responsible adults shall monitor their children so that they maintain a safe distance from windows, fireplace, ice maker, and refrigerator. Parents shall be responsible for any damage their children may cause to the foregoing items of any injury to their children due to their failure to properly supervise their children. All persons shall be liable to the association for damage or misuse of the foregoing items and all persons who use the foregoing items agree to indemnify the Association for any injury to themselves for improper use of the foregoing items; and
- J. Failure to follow these guidelines may result in the loss of privileges for use of the amenities, and/or assessment of an appropriate charge to cover the cost of repairs, replacement, and/or cleaning.

K Reserved Private Parties. The rental of the Clubhouse Room is exclusively for Unit Owners of ParcReston Condominium. Tenants are required to have their lease on file with the Management Office, as well as a letter of authorization from their landlord. Unit Owners with a Tenant are prohibited from reserving the facility for personal use, provided those privileges were signed over to the Tenant per the terms of the executed lease. The upstairs Clubhouse Room may be reserved for private events. Reservations are to be made through the Management Office, which maintains the reservation calendar. Making reservations requires a contract to be signed by the Unit Owner requesting the event. This contract includes provisions for the duration of the event and check off lists to be completed prior to and at the end of the event. First priority of use will be for Association activities. Only current Unit Owners of ParcReston Condominium are eligible to host events and must be present for the entire duration of the event. Reservation must be completed at least fifteen (15) calendar days in advance of the event.

L Fitness Center Use. Use of the fitness center is reserved exclusively for residents of Parc Reston Condominium; subject to all rules, regulations, and exclusions.

#### **IV. USE OF THE POOL FACILITIES**

Listed below are the general guidelines for access to the pool area and facility:

- A. NO DIVING
- B. NO RUNNING
- C. Proper swimwear must be worn at all times.

- D. No alcoholic beverages or food allowed in pool area.
- E. No glass containers in pool area.
- F. Animals are not permitted in pool area.
- G. The Association and Management are not responsible for injuries or accidents.
- H. If lifeguard is not present, the pool is closed.
- I. Management is not responsible for articles lost, damaged or stolen.
- J. Jumping, horseplay, fighting, boisterous, or dangerous conduct is prohibited in and around the pool area.
- K. Persons using excessive suntan oil will not be allowed in the pool (a health department rule).
- L. All flotation devices designed for safety of children are strongly encouraged. Toys, inner tubes, rafts, fins, masks, snorkels and floating pool furniture are allowed at the lifeguard's discretion.
- M. The use of mp3 players, CD players, and radios in the pool is acceptable at a very low volume. We reserve the right to ban them from the pool are should the need arise.
- N. Unit Owner or resident must have access to the Clubhouse with use of a key fob. Key fobs must be preset with owner or resident at all times while in the facility.
- O. Unit Owner must register for use of pool through the Management Office every year and list all users.
- P. Each registered User must sign in with the duty Lifeguard before entering the pool area.

## **V. LEASE REGISTRATION**

### **A. Policy.**

1. All Unit Owners must register all tenants and other occupants of his or her Unit if the Unit Owners do not reside in the Unit.
2. All Unit Owners, who have leased their units to Tenants or may lease their units to Tenants and do not reside in the Unit, shall pay an Annual Tenant Registration Assessment of two hundred and no/100 dollars (\$200.00) per year.
3. All leases must be in writing and conform to the provisions of Article XI, Section 1(f) of the Bylaws and the Rules and Regulations.

4. The Unit Owner and Tenant must execute an approved Lease Addendum for any new Lease or the renewal/extension of the current Lease beyond the initial term of the Lease.

**B. Registration Of Tenants.**

1. Unit Owner shall register all tenants residing in his or her unit within ten (10) days of the starting date of the Lease.

2. New Tenant: A Unit Owner shall register new tenants by submitting within ten (10) days of the commencement of the term of the Lease the following documents to management:

- i. A completed and signed Lease Registration Form (a copy of which is appended here as **Exhibit "A"**).
- ii. A signed copy of the Lease.
- iii. A signed copy of the Association's Lease Addendum (a copy of which is appended hereto as **Exhibit "B"**).
- iv. Payment of the Annual Tenant Registration Assessment commencing September 1, 2009..

3. Existing Tenant: A Unit Owner shall register all tenants and occupants who are currently residing in his or her unit by submitting the following documents to management within forty-five (45) days of the adoption of this Resolution:

- i. A completed and signed Lease Registration Form (a copy of which is appended here as Exhibit "A").
- ii. A signed copy of the current Lease for the unit,
- iii. At the expiration of the current Lease or if the current Lease is extended beyond the current term of the Lease, the Unit Owner shall also submit a signed copy of the Association's Lease Addendum (a copy of which is appended hereto as Exhibit "B"). The Lease Addendum must be submitted within fifteen days of the date of the expiration of the current Lease.

4. The Association reserves the right to deny the use of the common elements (e.g. pool privileges, parking) to a tenant and his or her family and other occupants of the unit until an (1) signed Lease Registration Form, (2) a signed copy of the Lease, (3) a signed copy of the Association's Lease Addendum, and (4) commencing September 1, 2009, payment in the amount of one hundred dollars (\$100.00), which should be payable to the Association, are submitted to management.

**C. Annual Tenant Registration Assessment**

1. Commencing September 1, 2009, all Unit Owners that either have Tenants or who have had Tenants reside in their Unit and who may have Tenants reside, for any part of the calendar year, in their Units shall pay an annual Tenant Registration Assessment to the Association. The fee for the 2009 fiscal year is one hundred and no/100 dollars (\$100.00) to the Association. The Annual Tenant Registration Assessment will offset the additional costs incurred by the Association relating to tenant

occupied units. The Annual Tenant Registration Assessment shall be fixed each year by the Board of Directors. Commencing with the start of the 2010 fiscal year, the Annual Tenant Registration Assessment shall be due on the date fixed by the Board.

2. A Unit Owner may, at the discretion of the Board of Directors, obtain a refund of the Annual Tenant Registration Assessment: (1) if the Unit remains unoccupied by a Tenant during either the entire calendar year; (2) if only the time during a calendar year that the Unit was occupied was the period of time during which the Unit Owner resided in the Unit; or (3) if the Unit remains unoccupied by a Tenant through the date that a Unit conveys to a third party owner. All requests must be in writing and submitted to the Board of Directors care of management.

3. Payment is due annual on or before January 1st or when the Unit Owner submits the Lease Registration Form for a New Tenant if the Unit was not previously occupied by a Tenant. Any Tenant Registration Assessment payment that is either not received within fifteen (15) days of the due date shall be considered late or within fifteen (15) days of commencement of a Lease for a New Tenant shall be considered late and subject to a late charge of fifty dollars (\$50.00).

4. A Unit Owner does not have to pay an additional Annual Tenant Registration Assessment for a New Tenant if the Unit Owner has already paid the Annual Tenant Registration Assessment for the calendar year.

D. Unit Owner's Responsibilities. The Unit Owner shall provide to his or her tenants at the time the Lease is signed copies of the following:

1. Declaration
2. Bylaws
3. All current Policy Resolutions

E. Tenant's Responsibilities. Tenants and all other occupants of the unit must comply with the Declaration, the Bylaws, and the Rules and Regulations. Failure to comply with the Declaration, Bylaws, or the Rules and Regulations will be considered default under the Lease.

F. Enforcement. If these Rules are violated, the Association reserves all of its legal remedies, including, but not limited to, the right to compel eviction, and the assessment of special charges and/or the suspension of privileges, subject to the due process procedures set forth in 55-79.80:2 of the Condominium Act, the Declaration, the Bylaws, and the Rules and Regulations.

G. Payment and collection of the Annual Tenant Registration Assessment shall be made in accordance with the Bylaws and the Condominium Act, including without limitation the right reserved to the Board to accelerate payment of the assessments and the right to recover attorney's fees and costs

## VI. EFFECTIVE DATE

The Effective Date of this Resolution is \_\_\_\_\_, 2009. It supersedes and replaces Policy Resolution No. 10.

**EXHIBIT "A"**  
**PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION**

LEASE REGISTRATION FORM

Unit Address: \_\_\_\_\_

Unit Owner Information:

1. \_\_\_\_\_

_____	_____	_____	_____
Last Name	First Name	Daytime Phone	Evening Phone

2. \_\_\_\_\_

_____	_____	_____	_____
Last Name	First Name	Daytime Phone	Evening Phone

3. \_\_\_\_\_

_____	_____	_____	_____
Last Name	First Name	Daytime Phone	Evening Phone

Unit Owner's Mailing address:

\_\_\_\_\_  
\_\_\_\_\_

Unit Owner's E-Mail: \_\_\_\_\_

Term of the Lease: \_\_\_\_\_

Tenant Information: (Print names of tenants on lease and contact information)

_____	_____	_____	_____
Name	Daytime Phone	Evening Phone	Email

_____	_____	_____	_____
Name	Daytime Phone	Evening Phone	Email

Resident Information:

Print the names of all other persons who will reside in Unit:

---

Key FOB: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Pet Information – Pets not to exceed one (1) dog or two (2) cats, and up to three (3) caged birds per unit.

	Pet (1)	Pet (2)
Type:	_____	_____
Breed:	_____	_____
Color:	_____	_____
Name:	_____	_____
Age:	_____	_____
Weight:	_____	_____

Tenant Motor Vehicles:

_____	_____
(Make and Model)	(State License Plate No.)
_____	_____
(Make and Model)	(State License Plate No.)

Tenant's Representations:

By my/our signature(s) below, I/we affirm that I/we acknowledge receipt of the Declaration, Bylaws, and Policy Resolutions and agree to abide by them. The representations made are true and complete.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Owner's Representations:

By my/our signature(s) below, I/we affirm the following:

I/we represent that we have provided the tenants with the Declaration, Bylaws, and Policy Resolutions.

The representations made are true and correct.

Unit Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit B**  
**LEASE ADDENDUM**

**THIS ADDENDUM** is made to the Lease (“Lease”), dated \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (“Landlord”), and \_\_\_\_\_ and \_\_\_\_\_ (“Tenant(s)”).

**WITNESSETH THAT:**

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, the receipt and adequacy of which is hereby acknowledged, Landlord and Tenant(s) hereby agree that the following provisions are attached to and become a part of the initial Lease or Occupancy Agreement dated \_\_\_\_\_, 20\_\_\_\_, attached hereto as Section I, and that the items herein modify and supersede any conflicting provisions contained in Section I. Section I and this Addendum will be referred to as the “Agreement” or “Lease”.

**I. Applicability of Condominium Instruments:**

A. Condominium Instruments and Rules.

Tenant’s (s’) right to use and occupy the Condominium unit at \_\_\_\_\_, Reston, Virginia \_\_\_\_\_ (“Premises”) shall be subject and subordinate in all respects to the provisions of the Declaration of ParcReston Condominium, and Bylaws of The Unit Owners Association of ParcReston Condominium (collectively the “Condominium Instruments”) and to Policy Resolutions Nos. \_\_ (the “Rules”) as may from time to time be adopted by the Board of Directors. Tenant(s) acknowledges receiving a copy of the Condominium Instruments and the Rules and Regulations from the Landlord.

B. Violations.

1. Any violation of the provisions of the Condominium Instruments or the Rules and Regulations shall constitute a default of the Lease. To correct any violations, ParcReston Condominium Unit Owners Association (the “Association”) shall have the right to take enforcement action against the Landlord, the Tenant(s), or both, for injunctive relief, damages, or any other remedy available under the law. If the Tenant(s) is in violation of the Condominium Instruments or Rules and Regulations, and the violation is not cured within twenty-one (21) days of the date of certified mail notice of the violation from the Association, the Landlord shall receive a notice of eviction upon the Tenant(s) within five (5) days, shall initiate eviction proceedings within forty (40) days, and secure eviction within one-hundred twenty (120) days of the date of written notice from the Association requesting eviction. If the Association has previously served written notice upon the Landlord and Tenant(s) for a violation of the Condominium Instruments and/or the rules and regulations and the Tenant(s) or Landlord cured the violation, and the Tenant(s) intentionally commits a subsequent violation of a similar nature, the Association may demand the Landlord evict the Tenant(s) without providing an opportunity to cure the violation. In addition, if the violation involves a criminal or willful act, which is not remediable and poses a threat to health and safety, the Landlord shall immediately initiate eviction proceedings and shall proceed to obtain possession of the Premises.

2. Landlord hereby assigns to the Association the right to proceed with eviction proceedings against Tenant(s), at Landlord's expense, in the event Landlord fails to initiate eviction proceedings within thirty (30) days of the date of a request to do so from the Association pursuant to this provision. Landlord and Tenant(s) acknowledge that the assignment of the right to pursue eviction for any violation does not confer any obligations of the Landlord upon the Association.

C. Rights Granted.

The Tenant(s) shall have a leasehold estate in the Premises for the specified lease term together with a license granting Tenant(s), for the lease term, Landlord's rights to use the common elements of the Association, provided that Tenant(s) and Tenant's(s') family, guests, invitees, licensees, employees and agents exercise such license in accordance with the provisions of the Condominium Instruments and Rules and Regulations. The Landlord retains all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments. Tenant(s) and Landlord acknowledge and agree that the Association is not the Landlord.

D. Damages.

The Tenant(s) and the Landlord shall be jointly and severally liable to the Association for any damage to the common elements and any related costs, including reasonable attorney's fees incurred (whether or not a suit is actually commenced in court), caused by the act, omission, neglect or carelessness of Tenant(s) or that of Tenant's(s') family, guests, invitees, licensees, employees or agents.

E. Uses.

The Premises shall be used solely as a residential dwelling and in accordance with the provisions of the Condominium Instruments and Rules. Tenant(s) shall not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others and Tenant(s) shall comply with all applicable laws and ordinances.

F. Insurance.

Tenant(s) shall do nothing and permit nothing to be done on the Premises, which may contravene any fire or other insurance policy covering the Premises. If Tenant's(s') use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenant(s) and the Landlord shall be jointly and severally obligated to pay such increase.

G. Remedies.

The remedies of the Association set forth herein are cumulative of all other remedies available to the Association pursuant to the Condominium Instruments, Rules and Regulations and all applicable laws and are not the Association's sole remedies.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be duly executed on \_\_\_\_\_, 20\_\_\_\_

**LANDLORD:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed as the Landlord to the foregoing Lease Addendum bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, has acknowledged the same before me in my county aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Registration No: \_\_\_\_\_

**(Signatures Continue on the Next Page)**

TENANT(S)

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed as the Tenant to the foregoing Lease Addendum bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, has acknowledged the same before me in my county aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Registration No: \_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_, whose name is signed as the Tenant to the foregoing Lease Addendum bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, has acknowledged the same before me in my county aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Registration No: \_\_\_\_\_

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 10, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>      </u>	No <u>  X  </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

Book of Resolutions:

		<u>Page</u>
<u>  X  </u>	Part I - Policy Resolutions	<u>  55  </u>
_____	Part II - Administrative Resolutions	_____
_____	Part III - Special Resolutions	_____
_____	Part IV - General Resolutions	_____

**PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 11: ROUTINUE AND DELINQUENT ASSESSMENT  
COLLECTIONS**

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association;”  
and

WHEREAS, Article VI, Section 3 of the Bylaws, states, in part that “All Unit Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Article VI and such expenses not paid by the 15<sup>th</sup> day of the each month shall be in default”; and

WHEREAS, Article VI, Section 4 of the Bylaws, states that “The Board of Directors shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date thereof”; and

WHEREAS, Article X, Section 1(c) of the Bylaws states “In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys’ fees as may be determined by the Court”; and

WHEREAS, Article X, Section 1(f) of the Bylaws states “The payment and collection of the assessments made pursuant to this Article X shall be in accordance with the terms for providing the payment and collection of assessments in these Bylaws and the Condominium Act, including without limitation the right reserved to the Board of Directors to accelerate payment of assessments and the right to recover attorney’s fees and costs”; and

WHEREAS, Article X, Section 1(g) of the Bylaws states “Any assessment levied pursuant to the Declaration or these Bylaws, or any installment thereof, which is not paid within fifteen (15) days after it is due, may at the option of the Board of Directors be subject to a late charge of not less than ten dollars (\$10.00) per month for each monthly assessment in arrears or such other amounts as the Board of Directors may fix, and in addition, the Board of Directors may declare the installments which would otherwise be due during the remaining fiscal year immediately due and payable and may take those actions to collect such accelerated amounts as are provided in these Bylaws for the collection of assessments”; and

WHEREAS, Article X, Section 1(j) of the Bylaws states that “Failure by a Unit Owner comply with any of the terms of the Declaration, these Bylaws and the Rules and Regulations, shall subject such Unit Owner to other penalties that may be established by resolution of the Board of Directors, including, but not limited to, the imposition of charges. Any such resolution duly adopted by the Board of Directors shall be adopted in accordance with Section 55-79.80:2B of The Condominium

Act, as amended, which requires the Unit Owner be given an opportunity to be heard and represented by counsel before the Board of Directors”; and,

WHEREAS, Article X, Section 2 of the Bylaws states:

- “(a) The total annual assessment of each Unit Owner for Common Expenses or any special assessment or any other sum levied, made pursuant to these Bylaws is hereby declared a lien levied against the Condominium Unit of such Unit Owner as provided in Section 55-79.84 of the Condominium Act.
- (b) The lien for assessments may be enforced and foreclosed in the manner provided by the Condominium Act by action in the name of the Association, or the management company, acting on behalf of the Unit Owners Association.
- (c) A suit to recover a monetary judgment for unpaid contributions may be maintained without foreclosing or waiving the lien secured by the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.” and,

WHEREAS, the Board of Directors believes that it is in the best interest of the Association to adopt uniform procedures for assessment collection and delinquent accounts.

NOW THEREFORE, BE IT RESOLVED that the following assessment procedures be adopted:

1. Routine Collections

- a. Due Date: All monthly installments of the annual assessments shall be due and payable in advance on the first day of the applicable month, and all special assessments shall be due and payable on the date specified on the notice of special assessment (hereinafter “Due Date”).
- b. Installment Payments: Unit Owners shall pay the annual assessment in twelve (12) equal monthly installments. Unit owners may make arrangements with the management company to pay the monthly assessments through a direct debit program.
- c. Address of Unit Owners – Notices: All notices, demands, bill statements or other communication relating to assessments and charges shall be mailed to the address which the Unit Owner shall designate in writing and file with the Management company (as agent for the Association), or if no such address is designated by the Unit Owner, at the address of the Unit of the Unit Owner.
- d. Non-Receipt of Notices and Other Communications: Non-receipt of a notice, bill statement, invoice, payment coupon or other communication relating to assessments and charges shall in no way relieve a Unit Owner of the obligation to pay any assessment payment amount due by the Due Date.

## 2. Remedies For Nonpayment Of Assessment

### a. Late Charges, Interest, and Notices to Unit Owners:

(i) Late Charges. If any payment, including installment payments, is not received by the management company by the fifteenth (15th) day of each month (or the first working day thereafter if such day is a Saturday, Sunday or legal holiday) the account shall be deemed “in default” and a late fee of \$50.00 per month, shall automatically be added to the account and thereafter be a part of the continuing lien for assessments as provided for in the Bylaws until all sums due, including such late charge, shall have been paid in full.

(ii) Interest – Common Expenses. In the event of a judgment being entered for the non-payment of assessments or other sums which constitute Common Expenses, a memorandum of lien for unpaid Common Expenses is recorded in accordance with the requirements of Section 55-79.84 of the Condominium Act, interest shall be imposed on the principal amount at the then current legal rate of interest in the Commonwealth of Virginia or such other amounts as determined by the Board.

(iii) Interest – Sums Other than Common Expenses. In the event of a default by any Unit Owner in paying any sum assessed against the Condominium Unit other than for Common Expenses which continues for a period in excess of fifteen (15) days, interest at rate of up to eighteen percent (18%) per annum shall be imposed on the principal amount by the Management company or Legal Counsel unless directed otherwise by the Board of Directors.

(iv) Late Notice. A “Late Notice” shall be sent to Owners who have not paid their assessments in full by the fifteenth (15th) day of the month, which shall, among other thing, inform the Unit Owner of the Late Charge and further advise the Unit Owner of the Association’s right to suspend privileges if the event that any assessment payment, including installment payments, becomes more than sixty (60) days past due.

b. Referral to Legal Counsel and Acceleration of Assessments: If an account is more than 45 days past due, the management company shall refer the account to legal counsel for collection efforts. The management company shall automatically, on behalf of the Board of Directors, take the following actions to protect the interests of the Association:

- (i) Accelerate the balance of the annual assessment; and
- (ii) Accelerate the balance of the special assessment (if applicable); and
- (iii) Add a cost of collection charge from the Managing Agent to that account; and
- (iv) Refer the account to the Association’s legal counsel for collection; and
- (v) Notify the Unit Owner that the account is being referred to legal counsel.

c. Authority of Legal Counsel: Counsel for the Association shall be authorized to record and foreclose on liens, and to file suits on behalf of the Association to collect all delinquent sums. Counsel for the Association shall add all attorneys’ fees and costs to the account of the delinquent Unit Owner.

d. Continuing Delinquency – Subsequent Fiscal Years: If the Unit Owner’s account has been referred to the Association’s legal counsel for collection and a new fiscal year begins and the Unit Owner fails to pay two or more assessment installment payments, upon notice to the Unit Owner of

the missed payments, the entire balance of the annual assessment due for the new fiscal year shall be accelerated and become due.

e. Expenses – Conduct of Unit Owners And Occupants: All costs and expenses incurred by the Association as a result of the conduct of the Unit Owner or other persons entitled to occupy the Condominium Unit of the Unit Owner shall be specially assessed against such Unit Owner as a limited common expense in accordance with the provisions of Section 55-79.83(B) of the Condominium Act.

f. Returned Checks and Failed Direct-Debits: If the Association receives from any Unit Owner, in any fiscal year, one or more returned checks for insufficient funds or failed direct-debits for insufficient funds for payment of any sum assessed against the Condominium Unit of the Unit Owner, the Board may require all future payments to be made by certified check or money order for the remainder of the fiscal year. A reasonable charge of \$35.00, or other such amounts as permitted under Virginia law, will be charged to the Unit Owner for any returned checks or failed direct-debits.

g. Suspension of Privileges:

(i) The Board of Directors hereby suspends voting, facilities and services privileges to unit owners whose accounts are more than sixty (60) days past due as permitted by the Condominium Act and/or the Declaration, the Bylaws or it's Resolutions and Rules and Regulations.

(ii) The suspension of voting and facilities and services privileges is intended to extend to all Unit Owners, occupants, tenants or invitees of the Condominium Unit. The suspension of membership rights and facility and services privileges includes, but is not limited to the following:

(a) Suspended use of, access to, and the cancellation of any pending reservations for, all facilities and amenities of the community, including such areas as the Clubhouse Facilities (e.g. Party Room, Fitness Center), Bicycle Racks, Pool and Parking Areas.

(b) Suspension of any/all guest passes;

(c) Suspension of all voting rights;

(d) Denied right to be elected to Board of Directors or to continue to serve on the Board of Directors;

(e) Denied Membership and/or Removal from Committees;

(f) Suspension of Requests for Unit Additions, Alterations and Improvements.

(iii) Management will deactivate facilities and amenity FOBS for the unit with accounts which meet the suspension criteria described in this Resolution.

(iv) Management shall notify staff as required.

(v) Management, in consultation with legal counsel, shall provide a report to the Board not less than once monthly, containing a listing of all unit accounts in which the suspension of rights and privileges is contemplated.

(vi) Any suspension of voting, facilities and services privileges shall remain in effect until all sums owed the Association by the respective Unit Owner has been paid in full.

(vii) Upon notification by counsel that an account has been paid in full, Management is authorized to restore the rights and privileges to the Condominium Unit immediately, if such have been suspended.

(viii) The Board shall not conduct individual unit owner suspension hearings except as may be specifically requested by an owner in connection with legal collection efforts.

h. For bookkeeping purposes, payments received from a unit owner will be credited in the following order:

- (i) Charges for legal fees, costs of collection, and court costs.
- (ii) All late charges and interest.
- (iii) All other charges incurred by the Association as a result of the conduct of or any violation of the Declaration, Bylaws or Rules and Regulations by a Unit Owner or the occupants of the Condominium Unit.
- (iv) Assessments for Common Expenses, including any special assessment due, as applicable, with the oldest outstanding balance being credited first.

The Effective Date of this Resolution is August 1, 2009. It supersedes and replaces Policy Resolution No. 11 and Administrative Resolution No. 2: Assessment Collection Procedures.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 11, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 12: CHIMNEY MAINTENANCE AND INSPECTIONS**

Relating to the maintenance, cleaning, and inspection of chimneys by the Unit Owner

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association;” and

WHEREAS, Article VI, Section 5 (b) states that Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure to make any repairs required by this section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Unit Owner believes the Association is responsible for; and,

WHEREAS, Article XI, Section 1 (b) states that nothing shall be done or kept in any part of the Condominium Property which will increase the rate of insurance for the Condominium Property or any part thereof applicable for residential use without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or his Limited Common Element which will result in the cancellation of insurance on the Condominium Property or any part thereof or which would be in violation of any law, regulation or administrative ruling.

NOW THEREFORE, the Board resolves that the following procedures for maintenance, inspection, and cleaning of chimneys be adopted:

**I. CHIMNEY MAINTENANCE**

- A. Unit Owners will be responsible for the cost of the regular inspection and cleaning of their chimneys for ensuring that said inspection and/or cleanings take place. This will be done on a two-year schedule, with the first required cleaning to be set for 2008.
- B. Unit Owners must submit to the Association a written inspection certificate or report which indicates that the unit’s chimney has been inspected, cleaned and/or repaired, and are in good working order, by October 1<sup>st</sup> of each even numbered year.

- B. In the interest of cost savings and convenience, the Association may attempt to arrange for discount pricing for chimney inspection and cleaning by a local contractor with said cleaning charges to be paid directly by the Unit Owner.

## **II. ENFORCEMENT**

The Association's remedies for Unit Owner's violations of this Resolution may be cumulative and include, without limitation:

- A. Sending of warning notices, demands for compliance and/or imposition of rules violation assessment charges for violation of the requirements of this Resolution, beginning at \$50.00 for the first offense or a continuing charge of \$10.00 per day for any offense of a continuing nature, provided however that any assessment of charges shall be subject to the due process requirements of hearing and opportunity to be heard.
- B. The right to enter the unit to abate and correct violations in the unit at the expense of a Unit Owner, including but not limited to carrying out the cleaning and/or inspection.
- C. Assessment of expenses, losses or damages caused by the act, neglect or carelessness of a Unit Owner resulting from their failure to carry out the requirements set forth herein.
- D. Any and all other remedies authorized by law, the Condominium Instruments or further Resolution of the Board.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 12, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 13: BICYCLE REGISTRATION AND PARKING**

Relating to the registration and parking of bicycles at the storage racks by the Unit Owner

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association;” and

WHEREAS, the same Article provides that the Board of Directors shall make and amend the Rules and Regulations; and,

WHEREAS, the Board deems it necessary and in the interests of the membership to establish policy regarding the use of Units and Common Elements;

NOW, THEREFORE, the Board resolves that the following policy regarding use of Units and the Common Elements be, and hereby is, adopted.

**I. BICYCLE PARKING POLICY**

- A. Bicycle racks are Common Elements and will be available on an unreserved, first come basis without charge for use of the Unit Owners and Residents.
- B. All Unit Owners and Residents must register their bicycle with the Board of Directors prior to parking at one of the storage racks. Registered bicycles must display a ParcReston registration tag at all times.
- C. All Unit Owners and Residents shall park and lock their bikes perpendicular to the bicycle rack so that the front or rear wheel is in the bicycle rack cradle.
- D. No bicycle may be parked and locked parallel to the bike rack.
- E. No more than 10 bicycles on a rack at one given time.
- F. Bicycle must be in working condition and free of rust or other elements that would define the bike as junk or derelict.

## **II. ENFORCEMENT**

- A. Bicycles in violation of this policy or have been abandon are subject to removal without notice. If the bicycle is not claimed within 30 days of the date of removal, the Board of Directors reserves the right to dispose of the bicycle as it deems fit.
- B. Should a management representative request a Unit Owner to move a bicycle placed in the bicycle rack, then, and in every such case, such representative shall be deemed the agent of the Board of Directors.

## **III. LIABILITY**

- A. All bicycles parked in bicycle racks in the common elements of ParcReston Condominium are parked at the sole risk of the bicycle owners and/or user.
- B. Nothing in this resolution shall be construed to hold the Association or the Board of Directors responsible for damage to a bicycle or the loss of property from bicycles parked on the Common Elements.
- C. Neither the Board of Directors nor an authorized agent shall be liable for any loss, damage or expense that may be suffered or sustained in connection with use of the bicycle racks or enforcement of the rules and regulations governing the bicycle racks.
- D. The Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the Owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

**EXHIBIT "A"**  
**TO**  
**POLICY RESOLUTION NO. 13**  
**BICYCLE REGISTRATION**

(Please use one form per person. If there are two individuals in one Unit with bicycles registered to them, then two separate forms should be used.)

NAME (Print) \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ UNIT NO. \_\_\_\_\_

TEL # (HOME) \_\_\_\_\_ TEL# (ALTERNATE) \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

	BIKE #1	BIKE #2	BIKE #3
TYPE			
MAKE			
COLOR			
ATTACHMENTS / SPECIAL FEATURE			
LOCATION			

Please send to:

ParcReston Condominium Management  
 1713 Ascot Way  
 Reston, VA 20190

Fax: 703-796-9651

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 13, was adopted at a (**regular**) meeting of the Board held on **September 10, 2008**, with the directors voting as indicated below:

s/Kelsey Smith	Yes <u>X</u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
s/Sainani	Yes <u>X</u>	No <u>      </u>	Abstain <u>      </u>
SAINANI			
s/Cesar Del Aguila	Yes <u>X</u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
s/Kevin Watson	Yes <u>X</u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
_____	Yes <u>      </u>	No <u>      </u>	Abstain <u>      </u>

ATTEST:

s/Kelcey Smith	9/16/08
President	Date
s/Cesar Del Aguila	9/16/08
Secretary	Date

Effective date of resolution: \_\_\_\_\_

Expiration date: \_\_\_\_\_

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**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 14: CARPORT PARKING SPACES**

Relating to the Auction of Reserved Common Element Carport Auction Procedures

**WHEREAS**, Article III, Section 2 of the *Bylaws The Unit Owners Association of ParcReston Condominium Fairfax County, Virginia* (“Bylaws”) provides that the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association, and the power to adopt reasonable rules and regulations governing the use of the units and the common elements; and

**WHEREAS**, The Board of Directors of the Association has the authority under Article V, Section (c) of the *Declaration of ParcReston Condominium* (“Declaration”), Article IX of the Declaration, and Article III, Section 2(p) of the Bylaws, to create reserved common elements, grant revocable licenses to Unit Owners for the use of the reserved common elements, and charge separate fees for the use and maintenance thereof; and,

**WHEREAS**, Seven (7) Carport Parking Spaces were assigned by the Declarant to the Association; and,

**WHEREAS**, the Board of Directors believes that it is in the best interests of the Association to allow Unit Owners the opportunity to obtain the exclusive use of four (4) of the seven (7) Carport Spaces, which are currently vacant, by assigning the use of these Carport Spaces for one year periods of time subject to the terms of a revocable license agreement; and

**WHEREAS**, the Board of Directors believe that the best way to assign these Carport Spaces is to conduct an annual auction.

**NOW, THEREFORE, BE IT RESOLVED THAT** the following rules and procedures for the:

**I. AUCTION**

1. **Annual Auction**: The Association shall conduct an Annual Auction for the use of four Carport Parking Spaces located on the Common Elements of the Condominium.
2. **Revocable License Agreement**: The use of the Carport Spaces will be assigned as Reserved Common Elements appurtenant to a Unit for a period of one year subject to the terms of the Condominium Instruments and a Revocable License Agreement (a sample of which is attached hereto as “**EXHIBIT A**”), the terms of which are incorporated by reference as if set forth herein. The successful Unit Owners will be required to execute a Revocable License Agreement and comply with the terms and conditions set forth therein.
3. **Eligibility**: Unit Owners are the only people or entities eligible to participate in the Annual Auction. A Unit Owner cannot participate in the Auction if the Unit Owner is delinquent by more than sixty (60) days and the amount necessary to bring the account current has not been paid within seventy-two hours prior to the commencement of the Auction.

## II. RULES AND PROCEDURES

1. Auction: The Auction shall last for a period of fifteen (15) days. Notice of the Auction shall be mailed to all of the Unit Owners via first class mail at their mailing address on file with the Association, or the Unit address if one is not on file, and posted on the Association Website at least fifteen (15) days prior to the commencement of the Auction.
2. Bids Forms: All bids must be submitted to the Site Management Office on a completed Association Bid Form. Bids may be transmitted to the management office via facsimile or email in accordance with the instructions on the bid form. A Unit Owner may submit a bid for each Carport Space.
3. Minimum Bids and Bid Increases: The Board of Directors shall determine the amount of the minimum bid for the Auction. All bid increases will be in increments of sixty dollars (\$60.00) unless otherwise determined by the Board of Directors.
4. Posting of High Bid Price: The high bid price for each Carport Space shall be posted between 3:00 pm and 5:00 pm each day except for Saturdays, Sundays and holidays during the Auction.
5. Drawing in the Event of Tie: If at the end of the Auction period, there are more than four bidders at the high bid price for a particular Carport Space, the Association shall pick the names of four unit owners from the group of high bidders to determine who will be given the use of a Carport Space.
6. Terminate the Auction: The Board of Directors, in its sole discretion, reserves the right to terminate the Auction at any time and for any reason.

## III. EFFECTIVE DATE

The Effective Date of this Policy Resolution is August 1, 2009. This resolution supersedes and replaces any previous rules and regulations relating to the Auction of Reserved Common Element Carport Parking Spaces.

**EXHIBIT "A"**  
**TO**  
**POLICY RESOLUTION NO. 14**

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between The Unit Owners Association of ParcReston Condominium, acting by and through its Board of Directors ( the "Association"), the address of which is 1713 Ascot Way, Reston, Virginia 20190, and \_\_\_\_\_ ("Licensee"), whose mailing address is \_\_\_\_\_.

**RECITALS**

**R-1:** Licensee is the Owner of Condominium Unit \_\_\_\_\_ located at \_\_\_\_\_ in the ParcReston Condominium.

**R-2:** The Association is responsible for the operation of the common elements of ParcReston Condominium ("Condominium").

**R-3:** The Board of Directors of the Association has the authority under Article V, Section (c) of the *Declaration of ParcReston Condominium* ("Declaration"), Article IX of the Declaration, and Article III, Section 2(p) of the *Bylaws The Unit Owners Association of ParcReston Condominium Fairfax County, Virginia* ("Bylaws"), to create reserved common elements and grant revocable licenses to Unit Owners for the use of the reserved common elements.

**R-4:** Licensee wishes to use a Carport Space \_\_\_\_ (the "Carport Space") for parking resident's personal vehicle for a period of one year.

**R-5:** The Association is willing to allow such use of the Carport Space, and assign it as Reserved Common Element to the Licensee's Unit for a period of one year, subject to the provisions hereof.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Licensee shall have an exclusive license to use the Carport Space in accordance with this Agreement for the period of \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_. In consideration for the exclusive use granted under this license, the Licensee shall pay an Additional Assessment Fee of \$\_\_\_\_\_, which shall be paid in semi-annual payments due on \_\_\_\_\_, 20\_\_\_\_ and \_\_\_\_\_, 20\_\_\_\_. If Licensee shall fail to pay any installment of the Additional Assessment Fee, or any other sum due to Licensor, when due, and such failure is not cured within ten (10) days of

written notice thereof, this Agreement shall terminate. Failure to remit payment within ten (10) days of the due date shall result in the termination of this

2. Licensee shall use the Carport Space only for parking a personal passenger vehicle, and for no other purpose. The Carport Space shall not be used in violation of the Declaration, Bylaws or Rules of the Condominium, or in violation of any applicable laws, codes, ordinances and regulations.
3. Licensee shall use the Carport Space at Licensee's own risk, and Licensee hereby expressly agrees to assume such risk. The Association shall have no liability for theft or loss of, or damage to, any vehicle or property in the Space.
4. The Association will provide the Licensee with contact information for its authorized towing service. The Licensee is hereby authorized to and assumes the responsibility for notifying the towing company if an unauthorized person uses the Carport Space.
5. Licensee shall release, indemnify and hold harmless the Association, and its members, directors, officers, agents, contractors and employees, from and against any and all injuries, claims, damages, or causes of action, of any kind whatsoever, including costs and attorney's fees, arising in connection with Licensee's use of the Carport Space or Licensee's rights under this Agreement, or in connection with the theft or loss of, or damage to, any vehicle or property of Licensee which may be stored in the Carport Space.
6. The right to use the Carport Space under this Agreement shall not be construed as a lease or other interest in real property, and Licensee shall have no rights as a tenant.
7. If Licensee fails to comply with any provision of this Agreement, the Association may terminate this Agreement by written notice to Licensee, may remove all vehicles and personal property from the Carport Space, and may take any and all other action available at law or in equity. All costs incurred by the Association in taking any of the foregoing actions, or in enforcing this Agreement as a result of Licensee's default, shall be paid by Licensee.
8. Licensee cannot assign or transfer their rights under this Agreement to another Unit Owner or resident without the prior written consent of the Association.
9. Upon expiration or prior termination of this Agreement, Licensee shall immediately remove all vehicles and personal property from the Space. If Licensee fails to do so within five (5) days after the termination of this Agreement, the Association shall have the right to do so, at Licensee's expense, and shall have no responsibility for storage of any vehicles or property removed, nor any liability for theft or loss of, or damage to, any vehicles or personal property removed.
10. This Agreement shall be governed by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions. Venue for all disputes or claims arising out of this Agreement, which require the intervention of the courts, shall be the General District Court or Circuit Court of Fairfax County, Virginia, or, if applicable, the United States Bankruptcy Court for the Eastern District of Virginia, Alexandria Division. The

prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

11. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth above. The Association or Licensee may from time to time designate any other address for this purpose by providing written notice to the other party.
12. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective heirs, successors and assigns. This Agreement contains the entire understanding of the parties. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties.

**THE UNIT OWNERS ASSOCIATION OF PARCRESTON CONDOMINIUM**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

**LICENSEE(S)**

\_\_\_\_\_

\_\_\_\_\_

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 14, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**PART II**  
**ADMINISTRATIVE RESOLUTIONS**

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION NO. 1: WORKING CAPITAL FUND**

Relating to use of capital contribution funds

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, Article VI, Section 2 (d), of the Bylaws requires each initial purchaser at settlement to contribute an amount equivalent to two (2) months of the estimated annual assessment for the unit; and,

WHEREAS, the Board deems it necessary to more clearly set forth the manner in which these capital funds may be used, as well as the requirements for disbursements from the Working Capital Funds;

NOW, THEREFORE, the Board resolves that the following guidelines regarding the Working Capital Funds to be adopted:

## **I. PURPOSE**

The Working Capital Fund first shall be used for the following Association expenses in accordance with the attached "Working Capital Budget":

- A. Initial purchase of office furnishings; office supplies; materials and stationary; and maintenance tools and equipment;
- B. Initial deposits required by the telephone and utility companies, if any;
- C. Office telephone installations;
- D. Informational and directional signs;
- E. All costs relating to the resident leadership training program to be conducted by the Managing Agent;
- F. All costs of resident training manuals and materials supplied as part of the leadership training program;
- G. Other unforeseen one-time and reserves for major repair and replacement, to the extent that Working Capital Funds are left over after above expenses have been met.

## **II. DISBURSEMENTS**

Disbursements from the Working Capital Fund, other than set forth in the original budget, require Board approval.

## **III. ACCOUNTING**

The Managing Agent shall keep a separate accounting of the funds collected for and disbursed from the Working Capital Fund.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Administrative Resolution No. 1, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution: August 1, 2009

Expiration date: \_\_\_\_\_

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**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION NO. 2: ASSESSMENT COLLECTION PROCEDURES**

**RESOLUTION REVOKED**

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION NO. 3: INVESTMENT POLICY**

Establishing requirements for investment of Association funds

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, over time the Association will accumulate substantial funds for future major repair and replacement of capital improvements and the Board deems it in the interests of the Association to assure that such funds are prudently administered;

NOW, THEREFORE, the Board of Directors resolves that the following policy be, and hereby is, adopted:

**I. ROUTINE ACCOUNT**

- A. All cash receipts shall be initially deposited in an interest-bearing account in the name of the Association, not commingled with the funds of any other organization, with a principal of the Managing Agent as an authorized signatory. This fund shall be used for disbursements. To the extent that cash flow needs permit, funds not immediately needed shall be transferred to Authorized Investments as described below to enhance their earnings.
- B. A petty cash account of \$300 shall be maintained separately by the managing agent, who shall account for all expenses of this fund.

**II. INVESTEMENTS**

- A. All potential investment accounts or instruments shall be evaluated by the Board as to how well they achieve a prudent balance among the factors of safety, liquidity as it relates to the Association’s cash flow needs, and rate of return, and investment accounts or instruments shall be approved on the basis of such an appropriate balance.
- B. The Board shall make available to the unit owners listing on an itemized basis (but without identifying account numbers or other information that would risk the security of the funds) as to amount, type and rate of return of the investments, funds and accounts in which Association funds are deposited or invested. The purpose of this disclosure is to provide the unit owners with an opportunity to see that the Association’s funds are being properly and prudently administered, or to be informed if that is not the case.

- C. No funds shall be deposited or invested except in Authorized Investments. Authorized Investments are:
1. Obligations of, or fully guaranteed as to principal by, the United States of America;
  2. Obligations of the Federal National Mortgage Association, banks for Cooperatives, Federal Home Loan Banks, the Federal Land Bank, and Federal Intermediate Credit Bank;
  3. Certificates of Deposit issued by banks and savings and loan associations within the limits of insurance provided by the Federal Deposit Insurance Corporation and the Federal Savings and Loan Insurance Corporation for each such Certificate;
  4. Federally insured money funds within the limits of insurance coverage; and
  5. Other such accounts or instruments as may be created or available where the principal is fully protected, guaranteed or insured by the Federal Government.
- D. No investment may be sold, withdrawn, redeemed or otherwise converted to cash prior to maturity without Board approval. Generally, such investments are intended to be held to maturity. However, any investment may be sold, withdrawn, or redeemed for an amount less than earnings at maturity in reinvested in an Authorized Investment the par value of which is equal to or greater than the par value of the investment sold, withdrawn or redeemed early, if the yield upon the latter is greater than the original yield would have been, and if the cost of the transaction does not negate the difference in earnings. Additionally, any investment may be sold, withdrawn, or redeemed prior to maturity if funds are required to pay obligations of the Association not anticipated by cash flow projections.
- E. Authorized signatories for all accounts or instruments other than the disbursing account above shall be the President, the Treasurer, and one alternate Board member appointed by the Board. The signatures of the President and Treasurer shall be required to invest, reinvest, withdraw, redeem or sell Association funds or instruments unless one or the other is unavailable, in which case the alternate Board member shall be authorized as a substitute for either.
- F. The amount of any investment shall not exceed the amount of insurance than being provided.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Administrative Resolution No. 3, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>      </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION NO. 4: RESIDENT ORIENTATION PROGRAM**

Regarding the process of transition from developer to owner administration of the Association

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, the Board recognizes that a healthy and active Committee structure is essential to the effective operation of the Association; and,

WHEREAS, the Board wishes to establish a Program of Resident Orientation to the workings of the Association;

NOW, THEREFORE, BE IT RESOLVED THAT, a Resident Orientation Program shall be conducted substantially according to Exhibit “A” of this Resolution.

BE IT FURTHER RESOLVED THAT the Residents of Parc Reston Condominium will be invited to form Committees to fulfill the purposed of the Resolution, such Committees to operate according to the following general guidelines:

**I. COMMITTEES**

The following Committees shall be formed during the Orientation Period: Social; Budget and Finance; Facilities; Covenants; and Open Space (Landscaping).

**II. MEMBERSHIP AND CHAIRPERSON**

Members for the above Committees shall be those Residents volunteering to serve at the first organizational meeting of the general membership or thereafter during the Orientation Period. The Chairperson and Alternate Chairperson for each Committee shall be chosen by the members of that Committee from among themselves.

**III. FUNCTIONS**

The primary function of each Committee during the Orientation Period shall be to gain familiarity with and understanding of its respective area of responsibility as implied in its title and consistent with the general functions outlined for each Committee in its Committee terms of reference, and after review of its area of responsibility, to make recommendations, through the Ad Hoc Organizational Association hereinafter described, to the Board for its consideration.

#### **IV. DUTIES**

More specifically, during the Orientation Period, each Committee shall develop proposed goals and objectives, procedures and methods for conducting its business, develop a schedule for activities, and submit, to the Ad Hoc Organizational Association hereinafter, monthly written reports on its progress in the above areas.

#### **V. ASSOCIATION COORDINATING**

- A. The Chairperson of the Committees listed under Section I of this Resolution together shall constitute the Ad Hoc Coordinating Association. The members of the Ad Hoc Coordinating Association will elect a Chairperson from among themselves; the alternate Chairperson of the Committee formerly represented by the Ad Hoc Coordinating Association Chairperson shall succeed to the chair, and the members of that Committee shall elect a new alternate Chairperson from among themselves.
- B. The primary responsibility of the Ad Hoc Coordinating Association is to coordinate the activities and recommendations of the various Committees, and to serve as interface between the Board and the Committees. In fulfilling this function, the Ad Hoc Coordinating Association shall perform the following tasks:
  - 1. Prepare monthly written summary reports for the Board and Management Agent, following receipt of each month's Committee reports.
  - 2. Review the legal documents governing the Association's organizational structure and its operations.
  - 3. Review existing material that deals with organizing for self-government.
  - 4. Review all contracts that have been entered into by the Board.
  - 5. Guide and review Committee activities and recommendations.
  - 6. Prepare recommendations to the Board on the Association's organizational structure and its operations.
  - 7. At the end of their Orientation Period, submit a summary report addressing the above topics, such report to serve as a background for the Board's establishment of the formal organizational structure.

#### **VI. WORKSHOP**

At the conclusion of the Orientation Period and following receipt of the above summary report, the Board shall conduct a workshop with the Ad Hoc Coordinating Association for the purpose of discussing the summary report and finalizing the organizational structure.

## **VII. ADOPTION OF FORMAL ORGANIZATIONAL STRUCTURE**

Promptly following the Orientation Period, the Board shall adopt the formal organizational structure of the Association. All Committees shall then become standing Committees. The Ad Hoc Coordinating Association will become the Coordinating Association.

**EXHIBIT "A"**  
**PARCRESTON CONDOMINIUM UNIT OWNER ASSOCIATION**  
**RESIDENT ORIENTATION & TRANSITION PROGRAM**

**ORIENTATION / TRANSITION SCHEDULE**

**INITIAL RESIDENTS MEETING.** Informal briefing on the organization and functions of the Association and formation of Resident Advisory Committees.

**COMMITTEE SEMINAR.** Detailed orientation on the five components of an effective Association plus initial Committee work sessions.

**MONTHLY COMMITTEE WORK SESSIONS,** plus monthly meetings of the Ad Hoc Coordinating Association.

**JOINT BOARD / COMMITTEE WORKSHOP.** Review and finalization of the organizational structure of the Association.

**ELECTION MEETING.** An Annual or Special Meeting for the purpose of electing the Board of Directors by and from the members.

**COMMITTEES TO BE FORMED**

The following Committees will be formed during the Orientation and Transition Period.

**SOCIAL COMMITTEE.** Responsible for advising the Board on social and recreation programs to serve the various age groups and interests in the community, using both community facilities and the facilities and opportunities available in the surrounding area. Membership open to all owners and Residents.

**BUDGET AND FINANCE COMMITTEE.** Responsible for advising the Board on long-range budget planning and forecasting. Association investments, and risk management programs. Also responsible for advising the Board on the standard of care for Community facilities and on Community safety and security programs. Membership open to all owners.

**COVENANTS COMMITTEE.** Consistent with the Bylaws, responsible for reviewing and deciding on applications for design changes to Units and the Common Elements; monitoring compliance with the Condominium Instruments; enforcing compliance with the Condominium Instruments (subject to appeal to the Board of Directors); and interpreting the provisions of the Condominium Instruments from time to time. Members appointed by the Board of Directors.

**OPEN SPACE (Landscaping).** The primary responsibility of the Open Space Committee is to advise and assist the Board in developing and implementing a program for the design and maintenance of the open space common area in the community.

**FACILITIES COMMITTEE.** The primary responsibility of the Facilities Committee is to advise and assist the Board in developing and implementing a program for the usage and maintenance of the facilities in the community.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Administrative Resolution No. 4, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION NO. 5: COVENANTS COMMITTEE TERMS OF  
REFERENCE**

Regarding how the Covenants Committee is organized and conducts business

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, the requirements of due process suggest that there should be a body other than the Board to monitor and enforce compliance with the Condominium Instruments, so that there may be an opportunity of appeal to the Board; and,

WHEREAS, the Board deems it necessary and desirable and in the interest of the individual Unit Owners as well as the Association to establish a committee to advise and assist the Board in monitoring and enforcing compliance with Condominium Instruments;

NOW THEREFORE, THE BOARD RESOLVES THAT a Covenants Committee be established, having the following terms of reference:

**I. RESPONSIBILITY**

The primary responsibility of the Covenants Committee is to advise and assist the Board in monitoring and enforcing compliance with the provisions of the Condominium Instruments. In fulfilling its responsibilities, the Covenants Committee shall perform functions which include, but are not necessarily limited to the following:

- A. Receive, review and decide on applications for change or additions to Unit or Common Elements pursuant to Article VI, Section 7 of the Bylaws and Policy Resolution No. 5. **NOTE: The Committee must respond to a Unit Owner’s request within forty-five (45) days of the receipt of such request. Failure to do so shall constitute a referral to the Board from consideration.**
- B. Monitor compliance with and, subject to the Board, enforce the provisions of the Condominium Instruments, including conducting hearings on alleged violations, in accordance with Policy Resolution No. 4.
- C. Issue interpretive rulings as provided in Policy Resolution No. 4.
- D. Propose, for adoption by the Board, procedures and guidelines for the exercise of its duties.

## II. MANNER OF ORGANIZATION

- A. **Membership.** The Covenants Committee shall consist of at least three Unit Owners appointed by the Board
- B. **Terms.** The Covenants Committee members shall serve three year terms. However, in establishing the initial Covenants Committee the Board may set terms other than three years to initiate staggered terms.
- C. **Chairman.** The Covenants Committee Chairman shall be appointed by the Board President.
- D. **Vacancies.** The Board may remove a Chairman with or without cause. The Committee may vote to remove its Chairman with cause. Vacancies created by either of the above or for any reason shall be fulfilled by appointment by the Board.
- E. **Recorder.** The Chairman shall designate a Recorder from among the Members of the Committee. The Recorder shall be responsible for maintaining the Committee membership roster, assisting the Chairman in preparing the monthly written Committee report to the Board, and in general maintaining written documentation of Committee decisions and activities.

## III. MANNER OF OPERATION

The Covenants Committee shall conduct its business in strict accordance with the Condominium Instruments and in the interest of the Association. As such, the Committee is charged with maintaining a constant awareness of the legal obligations, risks, and responsibilities of the Association. With regard to the rights of owners, the Committee may take no actions other than those authorized by Policy Resolutions No. 4 and No. 5 and other Board policy without prior authorization of the Board reflected in the Association Minutes.

- A. **Function of the Chairman.** Functions of the Chairman include the following:
  - 1. Coordinating and supervising Committee activities and meetings to assure that Committee responsibilities are met.
  - 2. Preparing monthly Committee reports to the Board.
  - 3. Representing the Committee to the Board.
  - 4. Administering the Committee's annual budget allocation (but not the cash, the administration of which shall be a responsibility of the Association Treasurer or Managing Agent) to assure that funds are being spent as allocated, or to determine if adjustments are necessary in the funds allocated to the various subcommittees, if any.

## **B. Meetings**

1. Regular Meetings of the full standing Committee shall be held as necessary to carry out its assignments and responsibilities. A majority of the Members shall constitute a quorum for the purpose of conducting Committee business.
2. Special Meetings may be called by the Chairman or upon the written request of any two Committee members.

## **C. Reporting and Channels of Communication**

1. The Covenants Committee Chairman shall periodically submit to the Board a written report on Committee activities, in a format acceptable to the Board. This report shall include at least the following:
  - a. a list of applications received
  - b. a list of decisions on applications
  - c. violations identified
  - d. actions taken relative to violations
  - e. hearings held, subject matter, and decisions
2. The Recorder shall prepare and submit through the Chairman minutes of all Committee meetings.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Administrative Resolution No. 5, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  —  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution: August 1, 2009

Expiration date: \_\_\_\_\_

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**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION NO. 6: BUDGET AND FINANCE COMMITTEE TERMS  
OF REFERENCE**

Regarding how the Budget and Finance Committee is organized and conducts business

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, Article III, of the Bylaws in general imposes on the Association and, through it, the Board of Directors, significant powers and responsibilities for the management and protection of both the physical and financial assets of the Association; and,

WHEREAS, the Board deems it reasonable and prudent and in the interests of the Unit Owners, to establish a Committee to advise and assist it in managing the financial and physical assets of the Association;

NOW, THEREFORE, THE BOARD RESOLVE THAT an Assets Management Committee be established, having the following terms of reference:

**I. RESPONSIBILITY**

The primary responsibility of the Assets Management Committee is to advise and assist the Board of Directors in prudently and efficiently administering the Association’s assets in order to meet both the requirements of the Condominium Instruments and the needs and the desires of the members. In fulfilling its responsibility, the Budget and Finance Committee shall perform functions which include, but are not necessarily limited to, the following:

- A. Prepare and periodically review and update a multi-year Baseline Program / Budget Schedule for use by the Board in projecting Association financial needs over time.
- B. Working with the Association’s Managing Agent and Insurance Broker, develop a Risk Management Program for the Association in order to reduce the likelihood of events occurring what would result in claims and to reduce insurance premiums where possible where such may be done without decreasing needed coverage or the quality of Insurance Program Administration.
- C. Working with the Treasurer, the Managing Agent and the Coordinating Association, develop a proposed investment program for the Association consistent with Administration Resolution No. 3.

- D. Working with the Treasurer, the Managing Agent and the Coordinating Association, develop and recommend to the Board each year's operating and reserves budget in accordance with the timetable for budget adoption specified in the Bylaws.
- E. Review the monthly financial statements, with an emphasis on cash investments status, income and expenses compared to budget, accounts receivable, invoices paid, and expenditures from reserves.
- F. Working with the Treasurer and Managing Agent, develop appropriate recommendations for the Board of Directors to assure that both property care and community safety and security are maintained at a high level.

## II. MANNER OF ORGANIZATION

- A. **Membership.** Members of the Committee may include any owner who initially joins the Committee or any owner who subsequently attends three consecutive Committee meetings. Any member who misses three consecutive Committee meetings without good reason shall be deemed to have resigned from the Committee.
- B. **Chairperson.** The Chairperson shall be appointed by the President of the Board. The Committee member shall elect a Vice Chairperson who shall serve in the absence of the Chairperson. Chairpersons (and any other officers of the Committee) shall serve one year terms, except for the initial Chairperson who shall serve until the first regular Committee meeting following the Annual Meeting or until his or her successor is appointed.
- C. **Vacancies.** The Board may remove a Chairperson with or without cause. A Committee may vote to remove its Chairperson with cause. Vacancies created by either of the above or for any other reason shall be filled by appointment by the Board.
- D. **Recorder.** The Chairperson shall designate a Recorder from among the members of the Committee. The Recorder shall be responsible for maintaining the Committee membership roster, assisting the Chairperson in preparing the monthly written Committee report to the Board, and in general, maintaining written documentation on Committee decisions and activities.
- E. **Subcommittees.** If the number of Committee Members and the responsibilities of the Committee so warrant, the Committee may through its Chairperson create such standing or Ad Hoc Subcommittees as are necessary or desirable, so long as such Subcommittees have specific goals and objectives. The Subcommittee Chairpersons and Members shall be appointed by the Committee Chairperson.

## III. MANNER OF OPERATION

The Committee shall operate within the following parameters, consistent with such parameters the Committee may establish such other rules and methods of operation as it deems necessary:

A. **Functions.** General functions of the Committee include the following:

1. Assessing conditions and needs in the area of the Committee responsibility.
2. Establishing goals and objectives for itself.
3. Unless such priorities are established by the Board, establishing priorities for Committee and Subcommittee activities.
4. In accordance with guidelines and procedures established by the Board, prepare annual Committee budget requests reflecting Committee income-producing activities and expenses relative to the Committee's area of operation.

B. **Functions of the Chairperson.** Functions of the Chairperson include the following:

1. Coordinating and supervising the Committee activities and meetings to assure that Committee responsibilities are met.
2. Drafting monthly Committee reports to the Board.
3. Representing the Committee on the Coordinating Association.
4. Administering the Committee's annual budget allocation (but not the cash, the administration of which shall be a responsibility of the Association Treasurer or Managing Agent) to assure that funds are being spent as allocated, or to determine if adjustments are necessary in the funds allocated to the various Subcommittees, if any.

C. **Subcommittees.** To the extent that the number of Committee Members makes it necessary or appropriate, the Committee, through its Chairperson, shall also establish such Subcommittees as it deems necessary, and in so doing:

1. Determine the purpose, scope and objectives for the Subcommittee.
2. Appoint its Members.
3. Supervise Subcommittee activities.
4. Review Subcommittee reports.
5. On a periodic basis, review and evaluate each Subcommittee's activities to determine if it should be dissolved or merged with another Subcommittee, according to the following criteria: Does the need for which the Subcommittee was created still exist? If yes, is the Subcommittee the most effective mechanism for meeting that need, or might some alternative work be better?

The Subcommittee shall perform tasks as assigned by the Committee Chairperson and submit monthly written reports to the Chairperson.

#### **D. Meetings.**

1. Regular Meetings of the full standing Committee shall be held at least once each month or more often as necessary to carry out its assignments and responsibilities. The purpose of at least one full Committee meeting each year is to hear and review the Committee's budget and policy recommendations and to integrate them into one Committee budget proposal to be submitted through the Chairperson to the person or entity designated by the Board. A majority of the Members shall constitute a quorum for the purpose of conducting Committee business.
2. Special Meetings may be called by the Chairperson or upon the written request of any two Committee Members.
3. Subcommittee Meetings shall be held at least monthly or more often as necessary for as long as it takes the Subcommittee to complete its assigned tasks, which may be a special project of short duration or an ongoing task.

#### **E. Reporting and Channels of Communications**

1. Each Committee shall, through the Coordinating Association Chairperson, submit to the Board a monthly written report on Committee activities, in a format approved by the Board. Such reports shall include at least the following:
  - a. summary of activities during the past month
  - b. problems encountered, if any, and assistance requested, if any
  - c. number of members at last meeting
  - d. plans for coming month
  - e. recommendations or proposals, if any, with supporting rationale
  - f. itemized list of expenditures, if any
  - g. itemized list of income, if any
2. The Recorder shall prepare and submit through the Chairman minutes of all Committee meeting.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Administrative Resolution No. 6, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION NO. 7: AD HOC ELECTIONS COMMITTEE TERMS OF  
REFERENCE**

Regarding how the Ad Hoc Elections Committee is organized and conducts business

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, Administrative Resolution No. 4 anticipates an Annual or Special Meeting of the Association for the purpose of electing Directors by and from the owners; and,

WHEREAS, the Board deems it reasonable and prudent and in the interests of the Unit Owners, to establish an Ad Hoc Committee of owners to advise and assist the Board in the conduct of this Special Meeting and election;

NOW, THEREFORE THE BOARD RESOLVES THAT an Ad Hoc Elections Committee be established, having the following terms of reference

**I. RESPONSIBILITY**

The primary responsibility of the Ad Hoc Elections Committee is to advise and assist the Board in conducting the Special Election Meeting. In fulfilling that responsibility, the Ad Hoc Elections Committee performs functions that include, but are not necessarily limited to, the following:

- A. Review the Condominium Instruments to determine all applicable requirements relative to the elections.
- B. Solicit candidates and brief candidates on what their responsibilities, powers and duties will be should they be elected.
- C. Prepare a voter package consisting of information on the candidates, general proxies, instructed proxies (absentee ballots), and instructions for voters.
- D. Solicit and collect proxies to assure a quorum is represented.
- E. Working with the Social Committee, arrange for a “Meet the Candidates” opportunity for owners.
- F. Arrange for the registration and voting at the Special Election Meeting, including arranging for method of determining voter eligibility, expediting check-in while maintaining a controlled entry, and preparing ballots.

- G. Conduct the registration and vote tabulation, including cross-checks to assure accuracy in counting and to assure that no owner has cast both a ballot and a proxy vote; and announce the results.
- H. Prepare a file of all written documents, including ballots and proxies, as well as a written report on the results, and submit the report to the Secretary once the Officers are elected, for filing with the Association records.

## II. MANNER OF ORGANIZATION

- A. **Membership.** Member of the Committee may include any person who initially joins the Committee or any person who subsequently attends three Committee meetings. Any person who misses three consecutive Committee meetings without good reason shall be deemed to have resigned from the Committee. Candidates and their mates may not serve on the Ad Hoc Elections Committee.
- B. **Chairperson.** The chairperson shall be appointed by the Board President. The Committee Members shall elect a Vice Chairperson who shall serve in the absence of the Chairperson. Chairpersons (and any other Officers of the Committee) shall serve one year terms, except for the initial Chairperson who shall serve until the first regular Committee meeting following the Annual Meeting or until his or her successor is appointed.
- C. **Vacancies.** The Board may remove a Chairperson with or without cause. A Committee may vote to remove its Chairman with cause. Vacancies created by either of the above or for any other reason shall be filled by appointment by the Board.
- D. **Recorder.** The Chairperson shall designate a Recorder from among the Members of the Committee. The Recorder shall be responsible for maintaining the Committee membership roster, assisting the Chairperson in preparing the monthly written Committee report to the Board, and in general maintaining written documentation on Committee decisions and activities.
- E. **Subcommittees.** If the number of Committee Members and the responsibilities of the Committee so warrant, the Committee may through its Chairperson create such standing or Ad Hoc Subcommittees as are necessary or desirable, so long as such Subcommittees have specific goals and objectives. The Subcommittee Chairperson and Members shall be appointed by the Committee Chairperson.

## III. MANNER OF OPERATION

The Committee shall operate within the following parameters, consistent with such parameters the Committee may establish such other rules and methods of operation as it deems necessary:

- A. **Functions.** General functions of the Committee include the following:

1. Assessing conditions and needs in the area of the Committee responsibility.
2. Establishing goals and objectives for itself.
3. Unless such priorities are established by the Board, establishing priorities for Committee and Subcommittee activities.
4. In accordance with guidelines and procedures established by the Board, prepare annual Committee budget requests reflecting Committee income-producing activities and expenses relative to the Committee's area of operation.

**F. Functions of the Chairperson.** Functions of the Chairperson include the following:

1. Coordinating and supervising the Committee activities and meetings to assure that Committee responsibilities are met.
2. Drafting monthly Committee reports to the Board.
3. Representing the Committee on the Coordinating Association.
4. Administering the Committee's annual budget allocation (but not the cash, the administration of which shall be a responsibility of the Association Treasurer or Managing Agent) to assure that funds are being spent as allocated, or to determine if adjustments are necessary in the funds allocated to the various Subcommittees, if any.

**G. Subcommittees.** The Committee, through its Chairperson, shall also establish such Subcommittees as it deems necessary, and in so doing:

1. Determine the purpose, scope and objectives for the Subcommittee.
2. Appoint its Members.
3. Supervise Subcommittee activities.
4. Review Subcommittee reports.
5. On a periodic basis, review and evaluate each Subcommittee's activities to determine if it should be dissolved or merged with another Subcommittee, according to the following criteria: Does the need for which the Subcommittee was created still exist? If yes, is the Subcommittee the most effective mechanism for meeting that need, or might some alternative work be better?

The Subcommittee shall perform tasks as assigned by the Committee Chairperson and submit monthly written reports to the Chairperson.

**H. Meetings.**

1. Regular Meetings of the full standing Committee shall be held at least once each month or more often as necessary to carry out its assignments and responsibilities. The purpose of at least one full Committee meeting each year is to hear and review the Committee's budget and policy recommendations and to integrate them into one Committee budget proposal to be submitted through the Chairperson to the person or entity designated by the Board. A majority of the Members shall constitute a quorum for the purpose of conducting Committee business.
2. Special Meetings may be called by the Chairperson or upon the written request of any two Committee Members.
3. Subcommittee Meetings shall be held at least monthly or more often as necessary for as long as it takes the Subcommittee to complete its assigned tasks, which may be a special project of short duration or an ongoing task.

#### **I. Reporting and Channels of Communications**

1. Each Committee shall, through the Coordinating Association Chairperson, submit to the Board a monthly written report on Committee activities, in a format approved by the Board. Such reports shall include at least the following:
  - a. summary of activities during the past month
  - b. problems encountered, if any, and assistance requested, if any
  - c. number of members at last meeting
  - d. plans for coming month
  - e. recommendations or proposals, if any, with supporting rationale
  - f. itemized list of expenditures, if any
  - g. itemized list of income, if any
2. The Recorder shall prepare and submit through the Chairman minutes of all Committee meeting.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Administrative Resolution No. 7, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

_____	Yes <u>  X  </u>	No _____	Abstain _____
KELCEY SMITH			
_____	Yes <u>  _  </u>	No _____	Abstain _____
DAWN HUIZER			
_____	Yes <u>  X  </u>	No _____	Abstain _____
CESAR DEL AGUILA			
_____	Yes <u>  X  </u>	No _____	Abstain _____
KEVIN WATSON			
_____	Yes <u>  X  </u>	No _____	Abstain _____
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution: August 1, 2009

Expiration date: \_\_\_\_\_

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**PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION NO. 8: OPEN SPACE (Landscape) COMMITTEE  
TERMS OF REFERENCE**

Regarding how the Open Space (Landscaping) Committee is organized and conducts business

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, the Board recognizes that Open Space (Landscaping) Committee is essential to the success of the Association; and,

WHEREAS, the Board wishes to establish a standing Committee to carry out such a open space and landscaping program;

NOW, THEREFORE, BE IS RESOLVED THAT an Open Space (Landscaping) Committee be establish, having the following terms of reference:

**I. RESPONSIBILITY**

The primary responsibility of the Open Space (Landscaping) Committee is to advise and assist the Board of Directors in developing and carrying out a program of positive information flow between and among the organizational components of the Association, particularly as between the Board and the General Residency and mount the General Residency itself.

In fulfilling its responsibility, the Open Space Committee performs functions which include but are not necessarily limited to, the following:

- A. Conduct inspections of the open space areas and make recommendations to Board of Directors for removal and/or replacement of dead or dying trees, bushes or any decorative plants.
- B. Advise Board of Directors of general conditions of the property’s landscaping including but not limited to grass and general maintenance items.
- C. Annually conducting a leadership training program for new Board and Committee members.
- D. At the Board’s request, conducting hearings.
- E. Performing other functions as directed or approved by the Board.

## II. MANNER OF ORGANIZATION

- A. **Membership.** Member of the Committee may include any person who initially joins the Committee or any person who subsequently attends three Committee meetings. Any person who misses three consecutive Committee meetings without good reason shall be deemed to have resigned from the Committee. Candidates and their mates may not serve on the Ad Hoc Elections Committee.
- B. **Chairperson.** The chairperson shall be appointed by the Board President. The Committee Members shall elect a Vice Chairperson who shall serve in the absence of the Chairperson. Chairpeople (and any other Officers of the Committee) shall serve one year terms, except for the initial Chairperson who shall serve until the first regular Committee meeting following the Annual Meeting or until his or her successor is appointed.
- C. **Vacancies.** The Board may remove a Chairperson with or without cause. A Committee may vote to remove its Chairman with cause. Vacancies created by either of the above or for any other reason shall be filled by appointment by the Board.
- D. **Recorder.** The Chairperson shall designate a Recorder from among the Members of the Committee. The Recorder shall be responsible for maintaining the Committee membership roster, assisting the Chairperson in preparing the monthly written Committee report to the Board, and in general maintaining written documentation on Committee decisions and activities.
- E. **Subcommittees.** If the number of Committee Members and the responsibilities of the Committee so warrant, the Committee may through its Chairperson create such standing or Ad Hoc Subcommittees as are necessary or desirable, so long as such Subcommittees have specific goals and objectives. The Subcommittee Chairperson and Members shall be appointed by the Committee Chairperson.

## III. MANNER OF OPERATION

The Committee shall operate within the following parameters, consistent with such parameters the Committee may establish such other rules and methods of operation as it deems necessary:

- A. **Functions.** General functions of the Committee include the following:
  - 1. Assessing conditions and needs in the area of the Committee responsibility.
  - 2. Establishing goals and objectives for itself.
  - 3. Unless such priorities are established by the Board, establishing priorities for Committee and Subcommittee activities.

4. In accordance with guidelines and procedures established by the Board, prepare annual Committee budget requests reflecting Committee income-producing activities and expenses relative to the Committee's area of operation.
- B. Functions of the Chairperson.** Functions of the Chairperson include the following:
1. Coordinating and supervising the Committee activities and meetings to assure that Committee responsibilities are met.
  2. Drafting monthly Committee reports to the Board.
  3. Representing the Committee on the Coordinating Association.
  4. Administering the Committee's annual budget allocation (but not the cash, the administration of which shall be a responsibility of the Association Treasurer or Managing Agent) to assure that funds are being spent as allocated, or to determine if adjustments are necessary in the funds allocated to the various Subcommittees, if any.
- C. Subcommittees.** The Committee, through its Chairperson, shall also establish such Subcommittees as it deems necessary, and in so doing:
1. Determine the purpose, scope and objectives for the Subcommittee.
  2. Appoint its Members.
  3. Supervise Subcommittee activities.
  4. Review Subcommittee reports.
  5. On a periodic basis, review and evaluate each Subcommittee's activities to determine if it should be dissolved or merged with another Subcommittee, according to the following criteria: Does the need for which the Subcommittee was created still exist? If yes, is the Subcommittee the most effective mechanism for meeting that need, or might some alternative work be better?

The Subcommittee shall perform tasks as assigned by the Committee Chairperson and submit monthly written reports to the Chairperson.

**D. Meetings.**

1. Regular Meetings of the full standing Committee shall be held at least once each month or more often as necessary to carry out its assignments and responsibilities. The purpose of at least one full Committee meeting each year is to hear and review the Committee's budget and policy recommendations and to integrate them into one Committee budget proposal to be submitted through the Chairperson to the person or

entity designated by the Board. A majority of the Members shall constitute a quorum for the purpose of conducting Committee business.

2. Special Meetings may be called by the Chairperson or upon the written request of any two Committee Members.
3. Subcommittee Meetings shall be held at least monthly or more often as necessary for as long as it takes the Subcommittee to complete its assigned tasks, which may be a special project of short duration or an ongoing task.

#### **E. Reporting and Channels of Communications**

1. Each Committee shall, through the Coordinating Association Chairperson, submit to the Board a monthly written report on Committee activities, in a format approved by the Board. Such reports shall include at least the following:
  - a. summary of activities during the past month
  - b. problems encountered, if any, and assistance requested, if any
  - c. number of members at last meeting
  - d. plans for coming month
  - e. recommendations or proposals, if any, with supporting rationale
  - f. itemized list of expenditures, if any
  - g. itemized list of income, if any
2. The Recorder shall prepare and submit through the Chairman minutes of all Committee meeting.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Administrative Resolution No. 8, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION  
ADMINISTRATION RESOLUTION NO. 9: SOCIAL COMMITTEE TERMS OF REFERENCE**

Regarding how the Social Committee is organized and conducts business

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, to better carry out such activities, the Board deems it necessary to create a standing Committee to advise and assist the Board in developing and conducting such activities;

NOW, THEREFORE, THE BOARD RESOLVES THAT a Social Committee be established, having the following terms of reference:

**I. RESPONSIBILITY**

The primary responsibility of the Social Committee is to advise and assist the Board in developing and conducting a community recreational and social activities program reflecting the various age groups and interest represented in the community. In fulfilling its responsibility, the Social Committee shall perform functions which include, but are not necessarily limited to, the following:

- A. Proposing, and if approved by the Board, arranging for and conducting parties or social events around the various seasons and holidays.
- B. Proposing, and if approved by the Board, arranging for various programs focused around the swimming pool; cultural or recreational facilities in the community; educational classes; etc.
- C. Proposing, and if approved by the Board, arranging for various outings to concerts, theaters, museums or exhibits, festivals, sports events, etc.
- D. Proposing, and if approved by the Board, arranging for various presentations by persons within or outside of the community to members of the community, such as community safety talks by police and/or fire officials; educational lectures; travel logs; arts and crafts; etc.

Generally, the Social Committee shall submit a one-year proposal for activities, estimated expenses, and sources of income for Board review, so that once a one-year plan is approved by the Board, the Committee need not seek separate approval for each activity unless that activity was not included in the proposal.

## II. MANNER OF ORGANIZATION

- A. **Membership.** Member of the Committee may include any person who initially joins the Committee or any person who subsequently attends three Committee meetings. Any person who misses three consecutive Committee meetings without good reason shall be deemed to have resigned from the Committee. Candidates and their mates may not serve on the Ad Hoc Elections Committee.
- B. **Chairperson.** The chairperson shall be appointed by the Board President. The Committee Members shall elect a Vice Chairperson who shall serve in the absence of the Chairperson. Chairpeople (and any other Officers of the Committee) shall serve one year terms, except for the initial Chairperson who shall serve until the first regular Committee meeting following the Annual Meeting or until his or her successor is appointed.
- C. **Vacancies.** The Board may remove a Chairperson with or without cause. A Committee may vote to remove its Chairman with cause. Vacancies created by either of the above or for any other reason shall be filled by appointment by the Board.
- D. **Recorder.** The Chairperson shall designate a Recorder from among the Members of the Committee. The Recorder shall be responsible for maintaining the Committee membership roster, assisting the Chairperson in preparing the monthly written Committee report to the Board, and in general maintaining written documentation on Committee decisions and activities.
- E. **Subcommittees.** If the number of Committee Members and the responsibilities of the Committee so warrant, the Committee may through its Chairperson create such standing or Ad Hoc Subcommittees as are necessary or desirable, so long as such Subcommittees have specific goals and objectives. The Subcommittee Chairperson and Members shall be appointed by the Committee Chairperson.

## III. MANNER OF OPERATION

The Committee shall operate within the following parameters, consistent with such parameters the Committee may establish such other rules and methods of operation as it deems necessary:

- A. **Functions.** General functions of the Committee include the following:
  - 1. Assessing conditions and needs in the area of the Committee responsibility.
  - 2. Establishing goals and objectives for itself.
  - 3. Unless such priorities are established by the Board, establishing priorities for Committee and Subcommittee activities.

4. In accordance with guidelines and procedures established by the Board, prepare annual Committee budget requests reflecting Committee income-producing activities and expenses relative to the Committee's area of operation.

**B. Functions of the Chairperson.** Functions of the Chairperson include the following:

1. Coordinating and supervising the Committee activities and meetings to assure that Committee responsibilities are met.
2. Drafting monthly Committee reports to the Board.
3. Representing the Committee on the Coordinating Association.
4. Administering the Committee's annual budget allocation (but not the cash, the administration of which shall be a responsibility of the Association Treasurer or Managing Agent) to assure that funds are being spent as allocated, or to determine if adjustments are necessary in the funds allocated to the various Subcommittees, if any.

**C. Subcommittees.** To the extent that the number of Committee members makes it necessary or appropriate, the Committee, through its Chairperson, shall also establish such Subcommittee as it deems necessary, and in so doing.

1. Determine the purpose, scope and objectives for the Subcommittee.
2. Appoint its members.
3. Supervise Subcommittee activities.
4. Review Subcommittee reports.
5. On a periodic basis, review and evaluate each Subcommittee's activities to determine if it should be dissolved or merged with another Subcommittee, according to the following criteria: Does the need for which the Subcommittee was created still exist? If yes, is this Subcommittee the most effective mechanism for meeting that need, or might some alternative work be better?

The Subcommittee shall perform tasks as assigned by the Committee Chairperson and submit monthly written reports to the Chairperson.

**D. Meetings.**

1. Regular Meetings of the full standing Committee shall be held at least once each month or more often as necessary to carry out its assignments and responsibilities. The purpose of at least one full Committee meeting each year is to hear and review the Committee's budget and policy recommendations and to integrate them into one Committee Budget Proposal to be submitted through the Chairperson to the person or

entity designated by the Board. A majority of the members shall constitute a quorum for the purpose of conducting Committee business.

2. Special Meetings may be called by the Chairperson or upon the written request of any two Committee Members.
3. Subcommittee Meetings shall be held at least monthly or more often as necessary for as long as it takes the Subcommittee to complete its assigned tasks, which may be a special project of short duration or an ongoing task.

**E. Reporting and Channels of Communication**

1. Each Committee shall, through the Coordinating Association Chairperson, submit to the Board a monthly written report on Committee activities, in a format approved by the Board. Such reports shall include at least the following:
  - a. summary of activities during the past month
  - b. problems encountered, if any, and assistance requested, if any
  - c. number of members at last meeting
  - d. plans for coming month
  - e. recommendations or proposals, if any, with supporting rationale
  - f. itemized list of expenditures, if any
  - g. itemized list of income, if any
2. The Recorder shall prepare and submit through the Chairman minutes of all Committee meetings.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Administrative Resolution No. 9, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION NO. 10: COMMUNICATIONS COMMITTEE TERMS OF  
REFERENCE**

Regarding how the Communications Committee is organized and conducts business

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, the Board recognizes that a positive communications program is essential to the success of the Association; and,

WHEREAS, the Board wishes to establish a standing Committee to carry out such a communications program;

NOW, THEREFORE, BE IT RESOLVED THAT a Communications Committee be established, having the following terms of reference.

**I. RESPONSIBILITY**

The primary responsibility of the Communications Committee is to advise and assist the Board of Directors in developing and carrying out a program of positive information flow between and among the organizational components of the Association, particularly as between the Board and the General Residency and among the General Residency itself.

In fulfilling its responsibility, the Communications Committee performs functions which include but are not necessarily limited to, the following:

- A. Preparing regular monthly newsletter informing Residents about the Association – its structure, role and objectives – and about developments and activities in the Community.
- B. Arranging publicity for Community events.
- C. Preparing a Community Directory and updating it at least monthly.
- D. Preparing a Welcome and Information Package to inform Residents about the Association and the Community.
- E. Annually conducting a leadership training program for new Board and Committee members.
- F. At the Board’s request, conducting hearings.

- G. Performing other functions as directed or approved by the Board.

## II. MANNER OF ORGANIZATION

- A. **Membership.** Members of the Committee may include any owner who initially joins the Committee or any owner who subsequently attends three consecutive Committee meetings. Any member who misses three consecutive Committee meetings without good reason shall be deemed to have resigned from the Committee.
- B. **Chairperson.** The chairperson shall be appointed by the President of the Board. The Committee members shall elect a Vice Chairperson who shall serve in the absence of the Chairperson. Chairpersons (and any other officers of the Committee) shall serve one year terms, except for the initial Chairperson who shall serve until the first regular Committee meeting following the Annual Meeting or until his or her successor is appointed.
- C. **Vacancies.** The Board may remove a Chairperson with or without cause. A Committee may vote to remove its Chairperson with cause. Vacancies created by either of the above or for any reason shall be filled by appointment by the Board.
- D. **Recorder.** The Chairperson shall designate a Recorder from among the members of the Committee. The Recorder shall be responsible for maintaining the Committee membership roster, assisting the Chairperson in preparing the monthly written Committee report to the Board, and in general maintaining written documentation on Committee decisions and activities.

## III. MANNER OF OPERATION

The Committee shall operate within the following parameters; consistent with such parameters the Committee may establish such other rules and methods of operation as it deems necessary:

- A. **Functions.** General functions of the Committee include the following:
1. Assessing conditions and needs in the area of the Committee responsibility.
  2. Establishing goals and objectives for itself.
  3. Unless such priorities are established by the Board, establishing priorities for Committee and Committee activities.
  4. In accordance with guidelines and procedures established by the Board, prepare annual Committee budget requests reflecting Committee income-producing activities and expenses relative to the Committee's area of operation.
- B. **Functions of the Chairperson.** Functions of the Chairperson include the following:

1. Coordinating and supervising the Committee activities and meetings to assure that Committee responsibilities are met.
2. Drafting monthly Committee reports to the Board.
3. Representing the Committee on the Coordinating Association.
4. Administering the Committee's annual budget allocation (but not the cash, the administration of which shall be a responsibility of the Association Treasurer or Managing Agent) to assure that funds are being spent as allocated, or to determine if adjustments are necessary in the funds allocated to the various Subcommittees, if any.

C. **Subcommittees.** To the extent that the number of Committee members makes it necessary or appropriate, the Committee, through its Chairperson, shall also establish such Subcommittees as it deems necessary, and in so doing:

1. Determine the purpose, scope and objectives for the Subcommittee.
2. Appoint its members.
3. Supervise Subcommittee activities.
4. Review Subcommittee reports.
5. On a periodic basis, review and evaluate each Subcommittee's activities to determine if it should be dissolved or merged with another Subcommittee, according to the following criteria: Does the need for which the Subcommittee was created still exist? If yes, is the Subcommittee the most effective mechanism for meeting that need, or might some alternative work be better?

The Subcommittee shall perform tasks as assigned by the Committee Chairperson and submit monthly written reports to the Chairperson.

D. **Meetings.**

1. Regular Meetings of the full standing Committee shall be held at least once each month or more often as necessary to carry out its assignments and responsibilities. The purpose of at least one full Committee meeting each year is to hear and review the Committee's budget and policy recommendations and to integrate them into one Committee Budget Proposal to be submitted through the Chairperson to the person or entity designated by the Board. A majority of the members shall constitute a quorum for the purpose of conducting Committee business.
2. Special Meetings may be called by the Chairperson or upon the written request of any two Committee Members.
3. Subcommittee Meetings shall be held at least monthly or more often as necessary for as long as it takes the Subcommittee to complete its assigned tasks, which may be a special project of short duration or an ongoing task.

E. **Reporting and Channels of Communication.**

1. Each Committee shall, through the Coordinating Association Chairperson, submit to the Board a monthly written report on Committee activities, in a format approved by the Board. Such reports shall include at least the following:
  - a. summary of activities during the past month
  - b. problems encountered, if any, and assistance requested, if any
  - c. number of members at last meeting
  - d. plans for coming month
  - e. recommendations or proposals, if any, with supporting rationale
  - f. itemized list of expenditures, if any
  - g. itemized list of income, if any
2. The Recorder shall prepare and submit through the Chairman minutes of all Committee meetings.

**IV. NEWSLETTER POLICY**

- A. Priority will be given to items of significance to the majority of the Association Membership.
- B. Legitimate controversies of interest and concern to all Residents will be reported in an objective pro / con formula. The Committee shall seek out diverse opinions in the matter and publish them only with approval of the Board.
- C. Sources of information shall be verified, accuracy of information shall be established, fact shall be distinguished from rumor, and content shall not be colored by personal opinion.
- D. The newsletter will not be used as a vehicle for expressing political views.
- E. No libelous or inflammatory material shall be printed in the newsletter.
- F. The Association newsletter must conform to the legal instruments of the Association and to the policies of its Board of Director. In all cases, the Board has the option of final review.
- G. The newsletter will be published at a regular time each month.
- H. The Communications Committee shall draft an advertising policy for review and approval by the Board. Such proposed policy should be suitable for internal use and for distribution to potential advertisers. It should address the following:
  1. The frequency of publication of the newsletter, with submission and publication dead lines.
  2. A statement that the acceptance of advertising is for the convenience of the Association and its members and that the Board of Directors in its sole discretion may refuse any advertising deemed offensive. Sexually oriented or explicit advertising is specifically prohibited.

3. A schedule of ad sizes and rates, including any allowances for multiple runs.
4. A requirement that, for paid advertising, only camera-ready copy or artwork will be accepted. The Association will not be responsible for improving quality of submission or any errors in submissions.
5. A program for free advertising for Residents offering non-commercial articles or services to other Residents. (All commercial accounts shall be paid advertising.)

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Administrative Resolution No. 10, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

KELCEY SMITH	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER	Yes <u>  —  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION NO. 11: ASSOCIATION WEBSITE**

Relating to the creation, operation and use of the ParcReston website;

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, Section 55-79.75:1 (A) of the Virginia Condominium Act states that “The executive organ shall establish a reasonable, effective, and free method, appropriate to the size and nature of the condominium, for unit owners to communicate among themselves and with the executive organ regarding any matter concerning the unit owners’ association.” and

WHEREAS, Section 55-79.75:1 (B) of the Virginia Condominium Act states that “Except as otherwise provided in the condominium instruments, the executive organ shall not require prior approval of the dissemination or content of any material regarding any matter concerning the unit owners’ association.”; and

WHEREAS, the Board recognizes that a positive communications outlet and informational resource is essential to the success of the Association; and,

WHEREAS, the Board wishes to utilize an internet website to facilitate and foster communications among current and prospective members of the Association.

NOW THEREFORE, the Board resolves that the following guidelines for the creation, operation and use of a website.

**I. PURPOSE**

- A. The Association’s website shall be employed by the Board as a vehicle to facilitate communication with Association members regarding pertinent community information.
- B. The website is not intended to be a vehicle through which the views of any single resident or group of residents are promoted.
- C. The website will not be used as a substitute for the normal channels of communication from Board members to other community residents. Specific questions, comments, complaints, and requests related to the community should still be addressed to the Board of Directors or its designated representative (i.e., the management agent). All uses should reflect a positive image of the community.

## **II. ADMINISTRATION AND CONTENT**

A. The Board of Directors shall regulate the content of the website. The Board shall have the power to appoint a Website Committee to manage the daily administration of the website, should such a Committee become necessary.

B. The Board shall appoint a Webmaster to create, monitor, and update content as directed by the Board. If a Website Committee is formed, the Webmaster will serve as the chair of the Website Committee. The Webmaster shall be the only person with security related access to the site. However, all security information shall be available to the Board upon request.

C. Any information that is deemed by the Board to be obscene, inflammatory, repetitive in nature and otherwise inappropriate is strictly prohibited. The Webmaster shall not post any materials that are deemed inappropriate.

D. The website may include a resident information page containing the rules of the community to which landlord members can refer their tenants, a page for real estate agents and prospective buyers, and other content areas deemed appropriate by the Board.

## **III. DOCUMENTS AND FORUMS**

A. The website shall contain the current By-laws of the Association, current resolutions, appropriate forms needed by residents in downloadable format, contact information of the Board members and the management company representative, and other community announcements.

B. Use of the website shall not violate the condominium instruments or Federal, State or local law. All users must agree to these policies, and any violations thereof shall be grounds for denial of access to the site and/or future use of its services.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Administrative Resolution No. 11, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**UNIT OWNERS ASSOCIATION OF PARCRESTON CONDOMINIUM  
ADMINISTRATIVE RESOLUTION NO. 12 ENVIRONMENTAL COMMITTEE  
CHARTER**

Establishing the structure and responsibilities of the Environmental Committee

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, the Board recognizes that a positive environmental program is essential to the success of the Association and wishes to establish a standing Committee to carry out such a communications program;

NOW, THEREFORE, BE IT RESOLVED THAT an Environmental Committee be established, having the following terms of reference:

**I. RESPONSIBILITY**

The primary responsibility of the Environmental Committee is to advise and assist the Board of Directors in developing and carrying out a program for community awareness. To accomplish this goal the committee may engage in the following activities:

- Educate residents and owners on proper recycling habits;
- Educate residents and owners on energy and water conservation;
- Encourage and educate residents and owners on ways to adopt a more environmentally friendly lifestyle;
- Develop and maintain FAQ to address recycling questions;
- Develop and maintain “What to Recycle” advisory guidelines;
- Post advisory guidelines and FAQ to community website;
- Contribute to each community newsletter;
- Review and make recommendations on proposed plans for community to ensure projects are as environmentally responsive as possible;
- Research and make recommendations for grants, tax incentives, and possibilities for making revenue through net metering that associated with alternative energy sources throughout the community.
- Facilitate ride sharing programs and educate the community members on alternative forms of transportation;
- Manage public relations regarding green initiative within the community;
- Document progress of energy / water consumption and recycling programs within the community;

- Organize and host annual events to encourage recycling or reuse. Such events may include a community yard sale, community clean up day, electronics recycling event and/or paper shredding event;
- Partner with and provide information to owners regarding recycling and conservation initiatives supported by the Commonwealth of Virginia, Fairfax County and Reston Association.

## II. MANNER OF ORGANIZATION

- A. **Membership.** The Environmental Committee shall consist of at least three Members appointed by the President and confirmed by the Board.
- B. **Terms.** The Environmental Committee members shall serve three year terms. However, in establishing the initial Environmental Committee the Board may set terms other than three years to initiate staggered terms. The Board of Directors may remove members of the Committee with or without cause at any time.
- C. **Chairman.** The Environmental Committee Chairman shall be appointed by the Board President.
- D. **Vacancies.** The Board may remove a chairman with or without cause. The committee may vote to remove its Chairman with cause. Vacancies created by either of the above or for any other reason shall be filled by appointment by the President, and confirmed by the Board.
- E. **Recorder.** The Chairman shall designate a Recorder from among the Members of the Committee. The Recorder shall be responsible for maintaining the Committee membership roster, assisting the Chairman in preparing the monthly written committee report to the Board, and in general maintaining written documentation on Committee decisions and activities.

## III. MANNER OF OPERATION

The Environmental Committee shall conduct its business in strict accordance with the Condominium Instruments and in the interests of the Association. As such, the Committee is charged with maintaining a constant awareness of the legal obligations, risks, and responsibilities of the Association.

- A. Function of the Chairman.** Functions of the Chairman include the following:
1. Coordinating and supervising committee activities and meetings to assure that committee responsibilities are met.
  2. Preparing monthly Committee reports to the Board.
  3. Representing the Committee to the Board.
  4. Preparing and submitting to the Board of Directors a budget to include proposed events and the estimated and historical costs of those events. Budget must be submitted for Board review by no later than the first working day of January of each year. No funds may be spent until approved by the Board of Directors.
  5. Administering the Committee's annual budget (but not the cash, the administration of which shall be a responsibility of the Association Treasurer or Managing Agent) to assure that funds are being spent as allocated, or to determine if adjustments are necessary in the funds allocated to the various subcommittees, if any.
- B. Meetings**
1. Regular Meetings of the full standing committee shall be held as necessary to carry out its assignments and responsibilities. Meetings shall be held at least once every three months. A majority of the Members shall constitute a quorum for the purpose of conducting committee business.
  2. Special Meetings may be called by the chairman or upon the written request of any two committee members.
- C. Reporting and Channels of Communication**
1. The Environmental Committee Chairman shall, on a monthly basis, submit to the Board a written report on committee activities, in a format acceptable to the Board. Such reports shall include at least the following:
    - a. summary of activities during the past month
    - b. problems encountered, if any, and assistance requested, if any
    - c. number of members at last meeting
    - d. plans for coming month
    - e. recommendations or proposals, if any, with supporting rationale
    - f. itemized list of expenditures, if any
    - g. itemized list of income, if any.
  2. The Recorder shall prepare and submit through the Chairman minutes of all Committee meetings.

3. The Committee is not authorized to make any policy. Instead, it may make policy recommendations to the Board of Directors for its consideration.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Administrative Resolution No. 12, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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**PARCRESTON CONDOMINIUM UNIT OWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION NO. 13: RECORD RETENTION POLICY**

WHEREAS, Article III, Section 2 of the Bylaws states that “The Board of Directors shall have 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 prohibited by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Unit Owners Association”; and

WHEREAS, the same Article also provides that the Board of Directors is empowered to make and amend Rules and Regulations and enforce by legal means provisions of the Condominium Instruments; and,

WHEREAS, the Board of Directors has determined that it is in the best interest of the Association and its members, to adopt a policy for the maintenance, retention and destruction of the Association’s records in order that its members are informed of the records maintained by the Association and available for inspection and copying pursuant to the provisions of the Condominium Act.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts the following record retention policy:

**GENERAL POLICY**

Under the general supervision of the Secretary, management shall maintain a filing system appropriate for the daily use and long-term retention of Association’s books and records, including approved minutes of all meetings of the Association and the Board of Directors. The books and records maintained in this filing system shall constitute the books and records of the Association. With the exception of Association books and records deemed confidential under the Condominium Act or Virginia law, the Association books and records shall be available for inspection in accordance with the provisions of the Condominium Act.

**BOOKS AND RECORDS OF THE ASSOCIATION**

Except as hereafter expressly determined by the Board of Directors, the books and records of the Association shall consist exclusively of the books and records enumerated below.

Record Retention Policy

The following list shall serve as a guideline for the retention and destruction of books and records of the Association. In the exercise of its business judgment the Board of Directors may vary the retention period for any record.

- A. The Board must permanently retain the following records:
  - 1. The Declaration and all amendments thereto.
  - 2.. The Bylaws and all amendments thereto in effect.

3. Policy and Administrative, Special and General Resolutions in effect.
4. Deeds and other property records relating to property of the Association.
5. Federal and State income tax returns.
6. Personal property tax returns.
7. State and federal unemployment taxes (if any)
8. Audit reports.
9. Minutes of all Unit Owners meetings.
10. Minutes of all meetings of the Board of Directors.
11. Records of all actions by the Unit Owners in lieu of meetings.
12. Records of all actions by the Board of Directors in lieu of meetings.
13. Annual Reports filed with the Common Interest Community Board.
14. Record of all actions taken by a committee of the Board in place of the Board, on behalf of the Association
15. A list of the names and addresses of current members of the Association
16. A list of the names and addresses of current members of the Board of Directors
17. The resale disclosure statement currently in effect
18. Copies of unsatisfied judgments in favor of or against the Association.
19. Association Attorney file

B. The Board shall retain the following records for at least seven (7) years:

1. Bank statements
2. Deposit tickets
3. Canceled checks
4. General ledgers
6. Cash receipts and cash disbursements journals
7. Monthly financial statements
8. Payroll records (if any)
9. Employee files (if any)
10. Management Reports
11. Budgets
12. Individual lot files, including copies of recorded liens and releases of the same.

C. The Board shall retain the following records for at least five (5) years:

1. Contracts that are no longer active
2. Insurance policies that are no longer active
3. Vendor invoices
4. Proposals
5. Records of any determinations by the Virginia Common Interest Community Board relating to the Association.

D. The Board shall retain following records for at least three (3) years:

1. Bank reconciliation statements
2. All written communications to and from members, other than electronic communications which shall not be made part of the books and records of the Association.
3. Correspondence or records involving personal injury (retain records from date of alleged injury)

E. The Board shall retain the following records for at least one (1) year

1. Correspondence between the Association and the general public

The Effective Date of this Resolution is August 1, 2009.

**THE PARCRESTION CONDOMINIUM UNIT OWNERS ASSOCIATION  
RESOLUTIONS ACTION RECORD**

This Resolution, Administrative Resolution No. 13, was adopted by the Board on July 31, 2009, with the directors voting as indicated below:

	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KELCEY SMITH			
	Yes <u>  _  </u>	No <u>      </u>	Abstain <u>      </u>
DAWN HUIZER			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CESAR DEL AGUILA			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
KEVIN WATSON			
	Yes <u>  X  </u>	No <u>      </u>	Abstain <u>      </u>
CHRIS AUER			

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Effective date of resolution:   August 1, 2009  

Expiration date: \_\_\_\_\_

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