

**RULES,
REGULATIONS
AND
RESOLUTIONS**

Not for resale use

**WESTBRIAR PLAZA CONDOMINIUM
UNIT OWNERS ASSOCIATION**

POLICY RESOLUTION NO. _____

SATELLITE DISH AND ANTENNA POLICY

WHEREAS, Section 55-79.53 of the Virginia Condominium Act (the "Act") and Article XXII, Section 2 of the Declaration of Westbriar Plaza Condominium require that each Unit Owner, tenant, or occupant of a Unit comply with the Act, the condominium instruments (including the Declaration and Bylaws) and the rules and regulations of Westbriar Plaza Condominium Unit Owners Association ("Association"), as may be amended from time to time;

WHEREAS, Article XXII, Section 1(Q) of the Declaration provides that "No telephone, radio or television installation or other wiring shall be made without the written consent of the Board of Directors . . . [and any] antenna or aerial erected on the exterior walls of a Unit or on the Limited Common Elements or Common Elements of the Condominium, including the roof, without the written consent of the Board of Directors is subject to removal and disposal thereof without notice and at the cost of the Unit Owner for whose benefit the installation was made;"

WHEREAS, the Board has determined that it is in the best interests of the Association to adopt rules and regulations governing the installation, maintenance and use of Antennas and satellite dishes within Westbriar Plaza, which are both reasonable and consistent with applicable regulations adopted by the Federal Communications Commission ("the FCC Regulations");

NOW THEREFORE, BE IT RESOLVED THAT the Association's Board of Directors hereby adopts the following rules and regulations regarding Antennas and satellite dishes within Westbriar Plaza (the "Antenna Rules"):

I. Definitions.

- A. Antenna** -- any device (including a "satellite dish") that is used for the receipt of video programming services, including direct broadcast satellite (DBS), multipoint distribution service (MDS), and local television broadcast signals (TVBS); and any device used to receive or transmit fixed wireless signals (FWS). Cabling, supports, guide wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of an Antenna shall be considered part of the Antenna.
- B. Common elements** – all portions of the Condominium other than the Units and the limited common element(s) assigned to each Unit, as more specifically defined in the Association's Declaration. Common elements include, for example, roofs, all exterior walls, and all other areas of the Condominium that are intended for the benefit, use and enjoyment of all the Unit Owners.
- C. Exclusive-use area** – a Unit Owner's Unit and the limited common element(s) assigned to that Unit, as defined in the Association's Declaration, in which the Unit Owner has a direct or indirect ownership interest and that is designated in the Declaration for exclusive use of the Unit Owner. Limited common elements include,

for example, the porch, patio or balcony adjacent to a Living Unit.

- D. Fixed wireless signals** -- any commercial non-broadcast communications signal transmitted by wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed internet access to a fixed location. The term “fixed wireless signals” does *not* include, among other things, AM/FM radio, amateur (“HAM”) radio, Citizens Band (“CB”) radio, and Digital Audio Radio Services (“DARS”) signals.
- E. Mast** – a structure to which an Antenna is attached that raises the Antenna’s height.
- F. Unit Owner** – an Owner of a Unit within Westbriar Plaza (as defined in the Declaration) and/or, for purposes of these Antenna Rules only, any tenant or other person lawfully entitled to occupy a Unit.
- G. Telecommunications signals** -- signals received or transmitted by DBS, TVBS, MDS, or FWS Antennas.

II. Installation Requirements.

A. Antenna Size and Type.

1. **DBS, MDS, and FWS Antennas.** DBS, MDS, and FWS Antennas that are one meter (39.37 inches) or less in diameter may be installed by a Unit Owner within the boundaries of his or her Living Unit (or other exclusive-use area) in accordance with these Antenna Rules. DBS, MDS, and FWS Antennas that are larger than one meter in diameter are prohibited.
2. **TVBS Antennas.** TVBS Antennas may be installed by a Unit Owner on or within his or her Living Unit (or other exclusive-use area) in accordance with these Antenna Rules.
3. **Antennas that Transmit Signals.** All Antennas that are capable of *transmitting* signals, including FWS Antennas, must be labeled to provide notice of radiofrequency (RF) safety hazards and reference the applicable FCC-adopted limits on RF exposure; in addition, all such Antennas must be professionally installed (*see Section II.C.9. below*).
4. **Prohibited Antennas.** Any Antenna that is not specifically allowed under subsections 1 and 2 above are prohibited from being installed anywhere within Westbriar Plaza except entirely inside a Unit Owner’s Living Unit (*i.e.*, the dwelling).
5. **Number of Antennas.** A Unit Owner shall not install any more Antennas than are necessary to receive the type of video programming available for reception in the Westbriar Plaza area, and shall not install more than one FWS Antenna.

B. Locations for Antenna Installation.

1. **Preferred Locations.** Subject to the other requirements of these Antenna Rules, an Antenna should be installed in one of the following locations (listed in decreasing order of preference):
 - a. Inside the Unit Owner’s Living Unit;

- b. Within the boundaries of the limited common elements assigned to the Unit Owner's Unit (which are exclusive-use areas), as designated in the Declaration and on the plats and plans of the Association (such as a Unit's patio or balcony), either on the floor or attached to the railing/fencing, but only in such a way that no part of the Antenna extends beyond the boundaries of the balcony, patio or other exclusive-use area.

An Antenna shall only be installed in a lesser preferred location if the more preferred location either (1) unreasonably delays or prevents installation, maintenance or use of the Antenna; (2) unreasonably increases the cost of installation, maintenance or use of the Antenna; or (3) precludes reception of an acceptable quality signal.

2. Unacceptable Locations/Encroachments.

- a. Except as otherwise provided herein, Antennas shall not encroach upon common elements, any other Unit Owner's Unit or limited common element, or the air space above another Unit Owner's limited common element or air space above the common elements. For instance, an antenna cannot be installed so that it extends out beyond the balcony or patio and into, on, or over common elements.
- b. No Antenna of any size may be installed on the common elements (including the exterior walls or roof of the Condominium buildings) under any circumstances, unless the Board of Directors has given its prior written consent to such installation. If an Antenna is installed in violation of this provision, the Board has the right to remove the Antenna and dispose of it without notice and at the cost of the Unit Owner for whose benefit the installation was made.

3. Aesthetic Considerations. Installations must take aesthetic considerations into account, including the visual impact on neighbors and the visual impact when viewed from the street and common elements.

4. Drilling of Holes.

- a. **Limited Common Elements.** There shall be no holes drilled, made or put into structural components of limited common element/exclusive-use areas of the building unless this prohibition prevents an acceptable quality signal or unreasonably delays or increases the cost of antenna installation. The following devices should be used to prevent the need for drilling holes:
 - (1) Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;
 - (2) Devices, such as ribbon cable, that permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; or
 - (3) The Unit's existing cable entry path, if any.
- b. **Common Elements.** No Unit Owner shall be permitted to drill, put or make holes into the exterior building walls or other common elements, or to otherwise penetrate through the common elements, without the prior written approval of the Board of Directors, and *if approved*, the penetration shall be properly waterproofed and sealed by the Unit Owner. This rule is intended to prevent structural damage to the building and residences from water, vermin or insect intrusion. The Unit Owner shall

be responsible for any damages caused by the penetration through common elements or limited common elements.

C. Safety.

1. **Installer Qualifications.** To protect the interests of the Unit Owner, the Unit Owner's neighbors and the Association, it is recommended that any installer other than the Unit Owner should be licensed, bonded and insured.
2. **Mounting of Antennas.** Antennas must be properly mounted so they do not jeopardize the safety of any person near or below the Antenna.
3. **Compliance Standards.** Antennas shall be installed and secured in a manner that complies with the manufacturer's instructions.
4. **Proximity to Power Lines.** Unless a greater separation is required by law, Antennas shall not be placed within 10 feet of power lines. The purpose of this requirement is to help prevent injury, damage or power outage resulting from contact with power lines.
5. **Grounding.** Antennas shall be properly grounded in accordance with the manufacturer's specifications to prevent electrical problems and fire damage.
6. **Professional Installation.** Only professional installers shall install Antennas capable of transmitting signals, including, for example, FWS Antennas. The purpose of this requirement is to minimize the possibility that the Antenna will be placed in a location that is likely to expose neighbors, residents and guests to the transmitting signal (*i.e.*, RF radiation) at close proximity or for an extended period of time.

III. Notification Process.

A. Notification of Installation. Prior to installation of an Antenna or within 2 days after installation, a Unit Owner must submit written notification to the Association's management agent. Unit Owners should endeavor to provide this notification as much in advance of actual installation as reasonably possible. The notification must include the following:

1. A description or depiction of the intended/actual location of the Antenna;
2. Identification of the person (or company) who installed, or will be installing, the Antenna; and
3. A copy of the manufacturer's brochure (including installation specifications) for the Antenna being installed.

This notification requirement is intended to allow the Association the opportunity to inspect the installation for compliance with these Antenna Rules.

B. Clarifications. If the Unit Owner is unsure whether the installation will comply with these Antenna Rules, the Unit Owner should contact the Board of Directors (or the Association's management agent) prior to installation to seek clarification and guidance.

IV. Antenna Camouflaging.

- A. Color.** Unit Owners shall purchase their Antenna in a color, if available, that most closely matches the color of the structure to which the Antenna will be installed.
- B. Wiring.** Exterior Antenna wiring, if needed, shall be installed so as to be invisible, to

the greatest extent possible, when viewed from other Living Units, the common elements or the streets. For instance, the Unit Owner can hide the wiring by using vinyl tubing that matches the color of the surface on which the wiring is attached.

V. Mast Installation.

A. Height/Encroachments/Wind Load.

1. For aesthetic reasons, masts shall only be used if needed to achieve acceptable quality signals and, if used, shall be no higher than absolutely necessary to receive such a signal. However, no mast or Antenna that is installed on a patio, balcony, or porch shall extend to a height above the upper horizontal boundary of the Owner's Unit, as defined in the Declaration.
2. In no event shall masts encroach upon common elements or any other Unit Owner's Living Unit, or the air space above them. For instance, a mast cannot be installed so that it extends outward past a balcony's railing.
3. Based on wind load requirements contained in the VUSBC (Section 1609.0), a mast must be designed to resist wind loads of at least 70 mph. A Unit Owner is deemed to comply with this provision if it provides the Association with the mast's manufacturer's brochure that references the required wind load design. The purpose of this restriction is to help prevent damage or injury to others if a mast falls.

VI. Maintenance Requirements.

- A. Unit Owner Responsibility.** Unit Owners with Antennas are responsible for all maintenance, repair and replacement obligations, and associated costs, arising from or related to the Unit Owner's installation and use of his or her Antennas. Unit Owners shall promptly repair, replace or remove the Antenna if it is inoperable or malfunctioning.
- B. No Safety Hazards.** Unit Owners shall not permit their Antennas to fall into disrepair or become a safety hazard. Unit Owners shall be responsible for the prompt correction of any safety hazard.
- C. Temporary Removal of Antenna.** If maintenance or repairs performed by the Association (as authorized under the Association's condominium instruments or as authorized by the Unit Owner) requires the temporary removal of an Antenna in order to properly carry out such tasks, the Association shall provide the Unit Owner with 7 days' written notice of the need for temporary removal of the Antenna, except in cases of emergency, in which event no prior notice shall be required. After notice is given, the Unit Owner shall be responsible for removing or relocating the Antenna before maintenance begins and for replacing the Antenna afterward. If the Antenna is not removed in the required time, or in cases of emergency, then the Association may temporarily remove the Antenna at the Unit Owner's expense. The Association is not liable for any damage to the Antenna or any related equipment, seals or wires caused by the Association's removal.

VII. Installation by Tenants and Others.

These Antenna Rules shall apply in all respects to tenants and other occupants of Living Units, and the Unit Owner/landlord is solely responsible for informing his or her tenants and members of his or her household of these Antenna Rules. A Unit Owner is responsible for his or her own violations of these Antenna Rules and for violations by the Unit Owner's family members, tenants and other occupants of his or her Living Unit.

VIII. Enforcement.

A. Violation Charges, Costs, Attorney's Fees. If these Antenna Rules are violated, the Association's Board of Directors may, pursuant to Section 55-79.80:2 of the Act and after providing notice and an opportunity to be heard, assess violation charges of up to \$50 for each violation or up to \$10 per day, for a maximum of 90 days, for violations of a continuing nature. The Unit Owner may also be responsible for paying the Association's reasonable attorneys' fees, costs, and other expenses incurred in the enforcement of these Antenna Rules.

B. Non-Exclusive Remedies. The remedy set forth in Section A. above is not the Association's exclusive remedy for violations of these Antenna Rules, but rather is in addition to any other remedies available to the Association as provided by law or the condominium instruments.

C. Consistency with Federal Law. These Antenna Rules shall not be interpreted or enforced in a manner that would (1) unreasonably delay or prevent installation, maintenance or use of a permissible Antenna; (2) unreasonably increase the cost of installation, maintenance or use of a permissible Antenna; or (3) preclude a permissible Antenna's reception of an acceptable quality signal.

IX. Severability. If any provision of this Resolution is ruled invalid by a court or the FCC, then any valid intent of that provision and the remaining provisions of this Resolution shall remain in full force and effect.

X. Retroactive Application.

A. Safety-Related Provisions. Any Antenna installed by a Unit Owner prior to the effective date of this Resolution must be brought into compliance with all safety-related provisions contained in these Antenna Rules.

B. All Other Provisions. Subject to subsection A. above, any Antenna installed by a Unit Owner prior to the effective date of this Resolution must be brought into compliance with all other provisions of these Antenna Rules, unless bringing such Antenna into compliance would unreasonably delay, prevent or increase the cost of maintenance or use of the Antenna, or preclude reception of an acceptable quality signal.

**WESTBRIAR PLAZA CONDOMINIUM
UNIT OWNERS ASSOCIATION**

RESOLUTION ACTION RECORD

Resolution Type: Policy No. _____

Pertaining to: Satellite Dish and Antenna Policy

Duly adopted at a meeting of the Board of Directors held on _____, 2005.

Motion by: _____ Seconded by: _____

VOTE: YES NO ABSTAIN ABSENT

Director

Director

Director

Director

Director

ATTEST:

Secretary

Date

FILE:

Book of Minutes - 2005

Book of Resolutions:	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution effective: _____, 2005.

**WESTBRIAR PLAZA CONDOMINIUM
UNIT OWNERS ASSOCIATION**

POLICY RESOLUTION NO. _____

**COVENANT AND RULE ENFORCEMENT POLICY:
NOTICE AND HEARING PROCEDURES**

WHEREAS, Section 55-79.53 of the Virginia Condominium Act (the "Act") and Article XXII, Section 2 of the Declaration of Westbriar Plaza Condominium require that each Unit Owner, tenant, or occupant of a Unit comply with the Act, the condominium instruments (including the Declaration and Bylaws) and the rules and regulations of Westbriar Plaza Condominium Unit Owners Association ("Association"), as may be amended from time to time;

WHEREAS, Section 55-79.80:2.A. of the Act and Article X, Section 1(j) of the Bylaws provide the Association with the power to assess charges against unit owners for violations of the condominium instruments and the rules and regulations (collectively referred to as the "Governing Documents") for which the unit owner or his family members, tenants, guests or other invitees are responsible;

WHEREAS, Article X, Section 1(j) of the Bylaws and Section 55-79.80:2 of the Act provide the Board with authority to suspend a delinquent Unit Owner's right to use common element facilities and services; and

WHEREAS, Section 55-79.80:2.B. of the Act further provides that certain procedures must be followed before such suspensions or charges may be imposed; and

WHEREAS, it is the intent of the Board to enforce the Association's Governing Documents for the benefit and protection of the condominium and the Association's unit owners and residents by establishing procedural safeguards that comply with the Act and that help ensure consistency of enforcement.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors, pursuant to the Act, the condominium instruments and this Resolution, is hereby empowered to assess charges and suspend privileges pursuant to Section 55-79.80:2 of the Act for violations of the Governing Documents, but only after adhering to the following procedures:

A. Application of this Resolution. This Resolution is applicable to all alleged violations of the Governing Documents for which the Board is contemplating imposing violation charges against an Owner and, in the case of assessment delinquencies, instances in which the Board is contemplating suspending an Owner's right to use Association-provided facilities and services. However, the notice and hearing procedures in this Resolution are not mandatory pre-conditions to taking any other type of enforcement action available to the Association.

Owners are responsible for violations by their family members, tenants, guests and invitees, as may be applicable.

B. Informal Resolution of Complaints. Each Owner, officer and designated agent of the Board has the authority to request any Owner, tenant, guest, invitee or resident to cease or correct any act or omission that appears to be in violation of the Governing Documents. Such informal requests will usually be made before formal action is initiated by the Association. The Board may also have the management agent send a "friendly reminder" letter to a non-compliant Owner prior to taking more formal action as set forth below.

C. Formal Action.

(1) Formal action by the Association may only be initiated by the Board or its authorized agent(s) upon written request of an Owner or resident, or on the Board's own initiative.

(2) Formal action is initiated by the Board or its authorized agent delivering a written notice of violation to the Owner, by hand-delivery or by first-class mail at the Owner's address of record with the Association. If the violation is by a tenant, the Board may also send the notice of violation to the tenant at the unit address.

(3) The Notice of Violation shall contain the following minimum information:

- (a) The Owner's name.
- (b) The alleged violation.
- (c) The action required to abate or correct the alleged violation.
- (d) For violations of a continuing nature, a request or demand that the

alleged violation be abated or corrected within 15 days of the date of the Notice or such other time period as may be appropriate under the circumstances, in the discretion of the Board or its designated agent.

(e) A statement to the effect that the Owner must request in writing a hearing in front of the Board if the Owner wants to contest the imposition of charges. The letter shall also state that if no hearing is requested within the stated time period, then the Owner will be deemed to have waived the opportunity for a hearing and the Board may then assess violation charges as it deems appropriate. The demand letter may be combined with the notice of hearing referenced in Section F below, if the violation is of a serious nature, if previous notices of violation have been sent to the Owner, or if otherwise determined by the Board to be appropriate.

D. Failure to Request a Hearing. In the event the non-compliant Owner ("Respondent") fails to timely request a hearing in response to the Notice of Violation, the Board may assess a violation charge(s) or suspend privileges against the Respondent without holding a hearing. However, even if the Respondent fails to timely request a hearing, the Board reserves the right to schedule a hearing on the matter if the Board deems it appropriate under the particular facts and circumstances presented.

E. Request for a Hearing.

(1) In the event that Respondent desires a hearing before the Board, the Respondent must request a hearing in writing within the time period stated in the Notice of Violation. The Request for a Hearing must be sent to the Association's management agent so that it is received within the applicable time period.

(2) In the request for a hearing submitted by the Respondent, the Respondent should also answer the violation notice by admitting or denying the violation in whole or in part, and/or explaining the conduct and setting forth any mitigating circumstances.

F. Notice of Hearing. After receipt of a timely request for a hearing (or if the Board otherwise decides to hold a hearing), the Board or its authorized agent shall give the Respondent notice of the hearing's date, time and place by hand-delivery or by certified mail, return-receipt requested, at the Owner's address of record with the Association, at least 14 days prior to the hearing or within such other time period as may be required by the Act, as subsequently amended. The Notice of Hearing shall state the alleged violation, the potential sanctions (violation charges or suspension of privileges), and that the Respondent may be represented by legal counsel at the hearing.

The hearing shall be scheduled at a reasonable time and place within the Board's sole discretion. The Board may grant a continuance if a continuance request is received prior to the hearing date. A continuance request must describe the reasons for the request. If a continuance is granted, notice of the new date and time may be either hand-delivered or mailed by first-class mail to the Owner at his or her address of record. However, it is ultimately the Owner's responsibility to contact the Board prior to the originally scheduled hearing date to determine whether a continuance request was granted.

G. Hearing Procedures.

(1) If a hearing is requested and/or scheduled, as set forth above, a hearing shall be conducted by the Board to afford the Respondent a chance to present his or her position regarding the alleged violations of the Governing Documents. However, if the Respondent fails to appear at the hearing at the scheduled time, the Board may deem the allegations to have been admitted.

(2) Any defects in the hearing notice shall be deemed waived by the Respondent if the Respondent appears or is represented at the hearing.

(3) The Board shall select a member of the Board to preside over the hearing. At the beginning of the hearing, the presiding officer shall explain the general procedures by which the hearing is to be conducted, including for example, the time limits for presentations.

(4) The Board may determine the manner in which the hearing will be conducted, so long as the procedures are otherwise consistent with the Act and the provisions of this Resolution. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Respondents have the right to be represented by an attorney at the hearing, but attorney-representation is not required. Respondent's failure to have an attorney at the scheduled hearing shall constitute a waiver of such right for purposes of the hearing.

(5) The hearing shall be conducted in executive session unless the Owner requests that the hearing be open to other Owners, and further provided that the presiding Board member may impose a reasonable limit on the number of such persons who can be accommodated in the hearing room. Regardless, the Board may allow witnesses and/or complaining parties to make presentations to the Board during the hearing.

H. Decision. After all presentations have been made, the Board shall decide the

matter by majority vote of the members of the Board participating in the hearing; if additional time is needed to reach a decision, the Board may continue the hearing to an announced date and time, with no further written notice required. Within seven days after the hearing (including any continuances), the Board shall notify the Owner of its decision in writing, by hand-delivery or by certified mail, return receipt requested, to the Owner at the address of record with the Association.

I. Sanctions. Pursuant to Section 55-79.80:2 of the Act, the Board has the authority to assess charges for violations of the Governing Documents; in addition, for a Unit Owner whose account is more than 60 days past due, the Board may suspend that Unit Owner's right to use Association-provided facilities and services, such as common element parking spaces, for the duration of the delinquency. Any charges assessed for violation of the Governing Documents shall be in amounts authorized by the Act and shall be treated as an assessment against the Owner's unit for the purposes of collection and filing liens. Such amounts also shall be the personal obligation of the Owner. Currently, the Act provides that for each violation, a charge of up to \$50.00 can be assessed; or for violations of a continuing nature, a charge of up to \$10 per day for up to 90 days or until the violation ceases, whichever occurs first.

J. Other Remedies.

This Resolution shall not be interpreted to require a hearing prior to assessment of violation charges if a hearing is not requested or to prevent the Association from exercising any other remedies authorized or available under the Act or the Governing Documents. The exercise of any one or more remedies shall not constitute an election of remedies. Remedies may be cumulative and also include, without limitation, the following:

(1) The right to enter onto into a Unit to abate and remove violations, with the costs of such action being assessed against the Owner, as authorized by Article X, Section 1(h) of the Bylaws; and/or

(2) The filing of a lawsuit for monetary damages and/or injunctive relief.

K. Records. The Board or its authorized agent shall keep copies of all correspondence related to violations in the Owner's file or in a separate file specifically for violations. A record of each hearing or meeting shall be kept; a form similar to that attached hereto as Exhibit A may be completed and placed in the Association's records to satisfy this requirement.

**WESTBRIAR PLAZA CONDOMIUM
UNIT OWNERS ASSOCIATION**

EXHIBIT A

RECORD OF HEARING

Hearing Date and Time: _____

Owner(s): _____

Unit Address: _____

Mailing Address if other than Unit: _____

Alleged Violation(s): _____

Provision(s) of Declaration/Rules Allegedly Violated:

Persons in Attendance: _____

Proper Notice Given? ___ yes or ___ no

Decision of Board and Reasoning:

Charges Imposed (date commencing):

Additional Comments:

**WESTBRIAR PLAZA CONDOMINIUM
UNIT OWNERS ASSOCIATION**

RESOLUTION ACTION RECORD

Resolution Type: Policy No. _____

Pertaining to: Covenant And Rule Enforcement Policy: Notice And Hearing Procedures

Duly adopted at a meeting of the Board of Directors held on _____, 2005.

Motion by: _____ Seconded by: _____

VOTE: YES NO ABSTAIN ABSENT

_____	_____	_____	_____	_____
Director				
_____	_____	_____	_____	_____
Director				
_____	_____	_____	_____	_____
Director				
_____	_____	_____	_____	_____
Director				
_____	_____	_____	_____	_____
Director				

ATTEST:

Secretary Date

FILE:

Book of Minutes 2005

Book of Resolutions:	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution effective: _____, 2005.

**WESTBRIAR PLAZA CONDOMINIUM
UNIT OWNERS ASSOCIATION**

Approved June 2005

POLICY RESOLUTION NO. _____

ASSESSMENT COLLECTION PROCEDURES

WHEREAS, Section 55-79.53 of the Virginia Condominium Act (the "Act") and Article XXII, Section 2 of the Declaration of Westbriar Plaza Condominium require that each Unit Owner, tenant, or occupant of a Unit comply with the Act, the condominium instruments (including the Declaration and Bylaws) and the rules and regulations of Westbriar Plaza Condominium Unit Owners Association ("Association"), as may be amended from time to time;

WHEREAS, Article III, Section 2 of the Association's Bylaws provides in applicable part that the "Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may take any and all actions that are not by the Condominium Act or the Condominium Instruments required to be taken by the Association;" and

WHEREAS, Article III, Section 2(b) of the Bylaws provides the Board with the authority to establish the means and methods of collecting assessments and to enforce the assessment obligations of Unit Owners; and

WHEREAS, Article III, Section 2(f) of the Bylaws provides that the Board may adopt and amend rules and regulations; and

WHEREAS, Article II, Section 9(c) of the Bylaws and Section 55-79.80:2 of the Virginia Condominium Act ("Act") provide the Board with authority to suspend a delinquent Unit Owner's right to vote on Association matters, to serve on the Board of Directors, and to use common element facilities and services; and

WHEREAS, the Board has determined that there is a need to establish policies for the collection of assessments.

NOW THEREFORE, BE IT RESOLVED THAT the Association's Board of Directors hereby adopts the following assessment collection procedures and policies:

I. Routine Collections

A. **Due Dates**. Each fiscal year's annual assessment shall be due and payable in advance, in monthly installments, on or before the first (1st) day of each month. The fiscal year shall be from January 1 to December 31 of each year. Unless otherwise determined by the Board, all special or additional assessments shall be due and payable on the first day of the next month after delivery to the Unit Owner of notice of the special or additional assessment, provided that at least ten (10) days' written notice is provided.

B. **Owners' Mailing Addresses**. All documents, correspondence and notices relating to assessments or charges shall be mailed or delivered to the Unit Owner's "address of record" that appears on the books of the Association. Unit Owners have the responsibility of informing the

Association's management agent, in writing, of their correct "address of record" and any subsequent changes to their address.

C. **Invoices and Other Notices.** Non-receipt of an invoice, payment coupon or other notice shall in no way relieve the Unit Owner of the obligation to pay the amount due by the due date. If an Owner does not receive a notice within the expected or required time period, it is the Owner's responsibility to contact the Association's management agent immediately to obtain a copy of the notice and to confirm the Owner's correct mailing address.

II. **Remedies For Nonpayment Of Assessment**

A. **Late Fees.** If payment of the assessment installment is not received by the Association within fifteen (15) days after the applicable due date, a late fee of Twenty-Five Dollars (\$25.00) shall automatically be added to the amount due and shall be a part of the continuing lien and personal obligation for assessments, as provided for in the Bylaws, until all sums due and owing shall have been paid in full.

B. **Returned Checks.** If a check or electronic debit is returned or rejected for insufficient funds, the Owner's account shall be assessed a returned check/debit processing charge of not more than Thirty-Five Dollars (\$35.00), plus the bad check/debit return fee, if any, charged to the Association by the bank. If the Association receives from any Owner, in any calendar year, two or more returned checks or rejected electronic debits, the Board may require all future payments to be made by certified check, cashier's check, or money order for the remainder of that fiscal year.

C. **Late Notice.** A "Late Notice" may be sent by the Association to Unit Owners who have not paid assessments or charges in full within 15 days after the due date. Non-receipt of such notice does not relieve the Unit Owner of his or her obligation to pay the assessment or the resulting late fees, costs, attorneys' fees or other applicable charges. Additional late notices or "reminder" notices may be sent to a delinquent Unit Owner, at the Board's discretion, prior to referral of an account to legal counsel.

D. **Collection Costs and Other Charges.** Pursuant to Article VI, Section 1(c) and Article X, Section 1(f) of the Bylaws, all expenses incurred by the Association caused by the failure of a Unit Owner to timely pay assessments shall be specially assessed against that Unit Owner. These expenses may include, for example, administrative costs for late notices, an administrative cost for turning an account over to legal counsel, mailing costs, attorney's fees, the cost of filing a lien and/or civil suit and other court costs. These collection costs shall be added to the Unit Owner's assessment account and collected in the same manner as regular assessments. Other charges assessed pursuant to the Association's Declaration, Bylaws, rules and regulations, or Section 55-79.80:2 of the Act shall also be collected in the same manner as an assessment or as otherwise determined by the Board.

E. **Interest.** Pursuant to Article X, Section 1(e) of the Bylaws, if a Unit Owner's default continues for more than 10 days on the payment of any sums assessed against the Unit Owner (other than for common expenses), then the Board reserves the right to charge 18% per annum interest on the unpaid principal, accruing from the due date until paid.

F. **Acceleration.** If a Unit Owner fails to pay an assessment installment within 15 days

after its due date, or if the Board refers the Owner's account to legal counsel for collection, then the Board, by this Resolution, hereby authorizes the Association's management agent or legal counsel, as the case may be, to automatically accelerate the remaining balance of the annual or special assessment for the entire fiscal year, making that entire remaining balance immediately due and payable in full without further notice being required, and without the need to obtain specific case-by-case direction from the Board in that regard.

G. Legal Referral. If an assessment installment or any other charge remains delinquent for more than 30 days after its due date, then the Association's management agent is authorized to forward the Unit Owner's delinquent account to the Association's legal counsel for collection.

H. Lien. As provided under the Bylaws and the Act, when an assessment is levied against a Unit Owner, that assessment is immediately deemed to be lien against the Owner's Unit, and the Association may perfect that lien at any time thereafter by recording a Memorandum of Lien in the county's land records, with or without further warning or notice to the Unit Owner. In order to meet any statutory deadlines, the Association's legal counsel may proceed directly with filing a Memorandum of Lien against the Owner's Unit prior to sending a demand letter to the delinquent Unit Owner. Late fees, attorney's fees, other charges, and the costs associated with filing and releasing the Memorandum of Lien shall be included as part of the lien and added to the Unit Owner's account.

I. Further Legal Action. If an account remains delinquent after the initiation of legal action (for example, the filing of a lien or civil suit), the Association's legal counsel is authorized to take other appropriate legal action to collect the amounts due, except as provided in Paragraph J below or unless directed otherwise by the Board. Once a judgment is entered against a Unit Owner, further legal actions may include, without limitation, garnishment of wages, rent and/or bank accounts, and the attachment of vehicles or other assets.

J. Foreclosure. If a lien remains unpaid, the Board may authorize the Association's legal counsel to institute foreclosure proceedings against the Owner's Unit within thirty-six (36) months of the date the lien was recorded (or within such other time period as may be authorized by the Act from time to time).

K. Waivers. The Board may, in its sole discretion, grant a waiver of any provision herein, except filing of Memoranda of Liens beyond the statutory deadline, upon written petition by a Unit Owner alleging a significant personal hardship. Any such relief granted to a Unit Owner shall be appropriately documented in the Association's files with the name of the person or persons representing the Board who granted the relief and the conditions of the relief, if any. The Board may designate the management agent, President or any other officer or agent with authority to act on behalf of the Board in this regard if a decision is needed prior to the Board's next meeting. If the Board grants a payment plan request for delinquent amounts that will extend for more than 90 days, then the Board may require that the delinquent amounts be secured by a recorded Memorandum of Lien and/or by a promissory note as a condition of the payment plan.

L. Management Waiver. The Association's management agent is authorized to waive the imposition of late fees if the delinquent Unit Owner had owned the Unit for less than 3 months at the time of the delinquency and, in the judgment of the management agent, the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment. This type of waiver may be granted only once to any Unit Owner.

M. Application of payments. Payments received from a Unit Owner shall be credited in the following order:

1. Any collection costs for delinquent accounts, including, for example, administrative fees, certified mailing costs, lien filing/releasing costs, and court costs;
2. Any attorney's fees awarded by the court or secured by liens against the Unit.
3. Any late fees and returned check charges;
4. Any other charges assessed against the Unit Owner's account (for example, for violations of the Declaration, Bylaws and rules and regulations);
5. Annual and special assessments, applied to the oldest outstanding amount first.

N. Suspension of Voting Rights, Parking, and Use of Facilities and Services.

1. Pursuant to Article II, Section 9(c) of the Bylaws, a Unit Owner may not vote on Association matters or be elected to, or serve on, the Board of the Directors if the Unit Owner's assessment account is more than 60 days delinquent and the account has not been paid in full within 72 hours prior to the time of the meeting or election.
2. In addition, pursuant to Section 55-79.80:2 of the Act, for a Unit Owner whose account is more than 60 days past due, the Board may suspend that Unit Owner's right to use Association-provided facilities and services, such as common element parking spaces, for the duration of the delinquency after first giving notice and an opportunity for a hearing pursuant to the requirements of Section 55-79.80:2 of the Act and any other procedures that may be adopted by the Board from time to time.

The remedies stated herein shall not constitute an election of remedies and all remedies shall be deemed cumulative.

**WESTBRIAR PLAZA CONDOMINIUM
UNIT OWNERS ASSOCIATION**

RESOLUTION ACTION RECORD

Resolution Type: Policy No. _____

Pertaining to: Assessment Collection Procedures

Duly adopted at a meeting of the Board of Directors held on _____, 2005.

Motion by: _____ Seconded by: _____

VOTE: YES NO ABSTAIN ABSENT

Director

Director

Director

Director

Director

ATTEST:

Secretary _____
Date

FILE:
Book of Minutes - 2005
Book of Resolutions: Book No. Page No.

Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution effective: _____, 2005.

Westbriar Plaza

Condominium Association

NOTICE

TO: Westbriar Plaza Condominium Owner
FROM: Select Community Services
RE: New Policy Resolution Regarding Leasing Restrictions
DATE: 11 April 2006

Please find enclosed a new Lease Restriction Policy for Westbriar Plaza Condominium Association which will become effective 1 May 2006.

If you have not already done so, please provide us with a copy of your lease. Also, please provide us with current contact information (mailing address if it is not correct on this mailing, phone, email, etc.).

We appreciate your attention to this matter. Please keep this document for future reference.

c/o Select Community Services
PO Box 221350 • Chantilly Virginia 20153
(703) 631-2003 • (703) 631-5380 Facsimile

**WESTBRIAR PLAZA CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 7
LEASING RESTRICTIONS POLICY**

relating to leasing of living units of the Association

WHEREAS, Section 55-79.53 of the Virginia Condominium Act (the "Act") and Article XXII, Section 2 of the Declaration of Westbriar Plaza Condominium require that each Unit Owner, tenant, or occupant of a Unit comply with the Act, the condominium instruments (including the Declaration and Bylaws) and the rules and regulations of Westbriar Plaza Condominium Unit Owners Association ("Association"), as may be amended from time to time;

WHEREAS, Section 55-79.80:2.A. of the Act and Article X, Section 1(j) of the Bylaws provide the Association with the power to assess charges against unit owners for violations of the condominium instruments and the rules and regulations (collectively referred to as the "Governing Documents") for which the unit owner or his family members, tenants, guests or other invitees are responsible;

WHEREAS, Article XXII, Section 1(F) of the Declaration provides that no Unit shall be rented for hotel or transient purposes, that only an entire Unit can be rented (not portions of it), and that no Unit shall be rented for an initial period of less than six months;

WHEREAS, Article XXII, Section 1(F) of the Declaration also provides that Unit Owners are required to have written leases for their tenants that contain a provision requiring the tenants to comply with the condominium instruments and providing that failure to comply constitutes a default under the lease; and

WHEREAS, it is in the best interests of the Association and its residents to enforce the leasing restrictions in the condominium instruments, to hold Unit Owner-Landlords accountable for the actions of their tenants, and to keep a record of who is lawfully entitled to occupy a rented Unit.

NOW, THEREFORE, IT IS RESOLVED THAT the Board of Directors hereby adopts the following regulations and procedures pertaining the leasing of Units within the Condominium:

A. **Providing Leasing Information.** Unit Owner-Landlords ("Landlord(s)") shall promptly provide the Association with a signed copy of the written lease entitling their tenant(s) to occupy their Unit, by mailing or delivering the lease copy to the Association's management agent so that it is received within 10 days of the lease being executed by the tenant(s). (Any financial information on the lease may be redacted at the discretion of the Landlord). Landlords shall promptly provide written notification to the Association's management agent of any subsequent changes to the leasing information, including, for example, providing a copy of any modified or new lease, and keeping the Association informed of the names of all individuals lawfully entitled to occupy their Unit.

B. **Providing Landlord Contact Information.** Within 10 days of first renting his or her Unit in the Condominium, each Landlord is required to send written notification to the Association's management agent of the Landlord's current address, and to promptly provide written notification to the Association's management of any subsequent changes to that information. Landlords are requested to provide the Association with a daytime and evening telephone number that the Association can use to contact them when necessary regarding their Unit and/or their tenants.

C. **Lease Provision.** Pursuant to the Declaration, Landlords are required to use a written lease that explicitly states that the tenants are to comply with the Association's condominium instruments and that the failure to do so shall constitute a default under the lease. To comply with this requirement, the Association's Board of Directors recommends that all Landlords insert the following language into the body of the lease or in a lease addendum attached to the lease:

"The Tenant agrees to comply with all applicable laws and ordinances, the governing documents of the Westbriar Plaza Condominium Unit Owners Association ("the Association"), including the Association's Declaration, Bylaws and Rules and Regulations (collectively, the "Governing Documents"). Tenant hereby acknowledges receiving the Governing Documents from the Landlord and reviewing those documents; however, failure to receive or review the Governing Documents shall not constitute a defense to any breach thereof. Failure to comply with the provisions of the Governing Documents shall constitute a material breach of this Lease, giving Landlord the right and obligation to take appropriate action to terminate the Lease, evict the Tenant and take possession of the Unit."

D. **Non-Compliance/Remedies.** Any lack of compliance with the provisions of the Governing Documents shall be grounds for the Association to take appropriate against the Landlord, Tenant or both.

1. Tenant violations of the Governing Documents. If a tenant violates the Governing Documents:

a. It is the Landlord's obligation to promptly take all reasonable steps to ensure that the tenant refrains from future violations. In the case of (1) a serious offense threatening the safety, health, welfare or property of other Unit Owners or residents, or (2) repeated violations of the Governing Documents by a tenant, the Landlord shall take prompt action to terminate the Lease and evict the offending tenant(s).

b. In addition to any other available remedies, the Association shall have the right to assess violation charges against the Landlord for violations by the Landlord's tenant, in accordance with the covenant and rule enforcement procedures required under the Governing Documents and applicable law.

2. Landlord violations of the Governing Documents. If a Landlord violates the provisions of the Governing Documents related to the leasing of Units, including, for example, the rules and regulations established by this Resolution:

a. The Association shall have the right to assess violation charges against the Landlord in accordance with the covenant and rule enforcement procedures required under the Governing Documents and applicable law.

b. In addition to any other available remedies, the Association reserves the right take legal action against the Landlord, including, for example, filing a lawsuit to recover money damages or to obtain injunctive relief to compel eviction of the tenant.

Not for resale use

Westbriar Plaza Condominium Unit Owners Association

RESOLUTIONS ACTION RECORD

Resolution Type _____ Policy _____ No. 7

Pertaining to: leasing of living units of the Association

Duly adopted at a meeting of the Board of Directors of Westbriar Plaza Condominium Unit Owners Association, held 10 April 2006.

Motion by: P. Moore Seconded by: S. Trunk

Officer	Title	Yes	No	Abstain	Absent
<u>I. Menninger</u>	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>A. Oh</u>	Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>P. Moore</u>	Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>I. Dunnington</u>	Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>S. Trunk</u>	Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Phillip Moore
Secretary

4/10/2006
Date

Resolution Effective, 1 May 2006

Westbriar Plaza
Condominium Association

NOTICE

TO: Westbriar Plaza Condominium Owner
FROM: Select Community Services
RE: New Policy Resolution Regarding:
Revised Enforcement Procedures
Storage of Items Within the Garage
DATE: 23 April 2008

Please find enclosed a copy of the revised Resolution regarding Enforcement Procedures for Westbriar Plaza Condominium.

Additionally, a copy of Resolution #10 pertaining to the storage of items within the garage is enclosed.

Please review both of these items and remove any items in the garage that are not in compliance with this new resolution. Both of these policies become effective 1 June 2008.

If you have any comments regarding these resolutions, please send in writing to SCS' office via mail or fax (703/631-5380).

We appreciate your attention to this matter. Please keep this document for future reference.

c/o Select Community Services
PO Box 221350 • Chantilly Virginia 20153
(703) 631-2003 • (703) 631-5380 Facsimile

Westbriar Plaza Condominium Unit Owners Association
ADMINISTRATIVE RESOLUTION NO. 3
ENFORCEMENT PROCEDURES
(This resolution supersedes Administrative Resolution No. 2)

Relating to Enforcement of the Rules and Regulations and Legal Documents

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 Association and may take any and all actions that are not by The Condominium Act or the Condominium Instruments required to be taken by the Association.” and

WHEREAS, the Board deems it necessary and desirable to establish and follow procedures to assure reasonable and timely enforcement of the legal documents and rules and regulations of the Association:

NOW, THEREFORE, BE IT RESOLVED THAT the procedures detailed below be adopted by the Board.

1. The Board of Directors shall have the authority to assess charges against any member for any violation of the documents governing the Association or rules and regulations for which a member or his family members, tenants, guests or other invitees are responsible.
2. Before any such charges may be assessed, the member shall be given written notice of the alleged offence and his or her opportunity to be heard and to be represented by counsel before the Board of Directors of the Association. In order to exercise his or her right to be heard, the member shall be required to affirmatively request a hearing as set forth in the notice.
3. If the member requests a hearing, a notice of the hearing shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the Association, at least fourteen (14) days prior to the hearing. A record of hearing shall be maintained as provided in Exhibit A.
4. The amount of the charges so assessed shall not exceed fifty dollars for a single offense or ten dollars per day, not to exceed nine hundred dollars \$900.00 for an offense of a continuing nature and shall be treated as an assessment against the member's Lot.

**WESTBRIAR PLAZA CONDOMIUM
UNIT OWNERS ASSOCIATION**

EXHIBIT A

RECORD OF HEARING

Hearing Date and Time: _____

Owner(s): _____

Unit Address: _____

Mailing Address if other than Unit: _____

Alleged Violation(s): _____

Provision(s) of Declaration/Rules Allegedly Violated:

Persons in Attendance: _____

Proper Notice Given? ___ yes or ___ no

Decision of Board and Reasoning:

Charges Imposed (date commencing):

Additional Comments:

Westbriar Plaza Condominium Unit Owners Association

RESOLUTIONS ACTION RECORD

Resolution Type Administrative No. 3

Pertaining to: Enforcement procedures

Duly adopted at a meeting of the Board of Directors of Westbriar Plaza Condominium Unit Owners Association, held on 20 March 2008.

Motion by: A. Simone Seconded by: S. Scheurich

Officer	Title	Yes	No	Abstain	Absent
Nenninger	President	X			
Dunnington	Treasurer	X			
Simone	Director	X			
Shealy	Director	X			
Scheurich	Director	X			

ATTEST:

Just Scheurich
Member

4/16/2008
Date

Resolution Effective, 1 June 2008

**Westbriar Plaza Condominium
POLICY RESOLUTION NO. 9
Investment of Association Funds**

WHEREAS, Article 3, Section 2 of the Bylaws provides that the Board of Directors shall have authority for the administration of the affairs of the association and the authority to delegate authority to someone employed for that purpose, including the powers and duties necessary for the management of the financial assets of the association; and

WHEREAS, the Board has determined that a need exists to establish policy for the prudent investment of Association reserves and other funds; and

WHEREAS, Article 3, Section 2 (g) grants the Board of Directors the power to “open bank accounts on behalf of the Association and designate signatories thereon”; and

WHEREAS, the Board wishes to establish rules for making investments, and delegating authority to make such investments,

NOW, THEREFORE, BE IT RESOLVED THAT, the following guidelines be adopted and implemented for the investment of Association Reserves and other funds:

INVESTMENT STRATEGY

Funds of the Association shall be invested only in instruments permitted by section 26-40 of the Code of Virginia (in what securities fiduciaries may invest, Fiduciaries Generally) to achieve, in order, the following prioritized objectives:

1. Ensure the preservation of the reserve fund’s principal by investing and distributing the Association’s funds among: financial institutions in such a way that 100% of the funds are insured by the FDIC; and obligations of the United States of America, fully guaranteed as to principal by the United States of America.
2. Structure maturities to ensure availability of funds adequate to meet scheduled repair or replacement of capital reserve items.
3. Maintain adequate liquidity in order to reasonably meet unforeseen circumstances.
5. Mitigate the effects of interest rate volatility upon reserve assets.
6. Maximize long-term investment performance on a net after- tax basis.
7. Earned interest shall be reinvested unless directed otherwise by the Board of Directors.

SELECTION CRITERIA

Instruments shall be selected in full consideration of the Investment Strategy described above. No funds shall be invested except in authorized investments as provided herein.

1. Obligations of the United States of America, with principal fully guaranteed by the United States of America; and
2. Certificates of Deposit insured by the Federal Deposit Insurance Corporation; and
3. U.S. Government money market funds; and
4. U.S. Government Agency obligations to include Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Federal Home Loan Mortgage Corp. (FHLMC), Federal National Mortgage Association (FNMA), FICO (Financing Corporation), REFCO (Resolution Trust), and TVA (Tennessee Valley Authority).

PROHIBITED INSTRUMENTS

Under no circumstances shall funds of the Association be invested in any of the following: stocks, mutual funds, commodities, options, futures, annuities, or partnerships.

AGREEMENTS WITH INVESTMENT MANAGERS

Any Agreement or Contract between the Board of Directors and any Investment Manger shall include, but not be limited to:

1. The Investment Manger shall consult with the Treasurer in advance of any pending or proposed transaction to make recommendations and receive the approval of the Board of Directors.
2. The Investment Manger shall be reasonably available to answer questions posed by the Board via the Treasurer in person, in writing, via telephone, or via electronic communications (such as e-mail). Reasonable availability will be defined in any Agreement or Contract.
3. The Investment Manger shall meet with the Board to present an annual report on investment performance and at such other times as might be necessary.
4. The Investment Manger shall coordinate financial record keeping with the Managing Agent to assure timely inclusion of the schedule of investments and interest earnings in the Managing Agent's monthly statements. Monthly statements of the association's investments shall be delivered to the Managing Agent and shall provide detailed accounting of current values, maturity, income, and transactions.
5. The Investment Manger shall supply such information as needed by the Auditor in preparation of the annual audit report.

REVIEW AND CONTROL:

1. The President and Treasurer of the association together shall have the authority to invest, withdraw, and reinvest the reserve funds of the association, subject to the approval of a majority vote of the Board of Directors; signatures of both the President and Treasurer are required on all such transactions. It is also provided that the Board of Directors may authorize a licensed investment firm to invest and reinvest Association funds in permitted instruments on an ongoing basis. If so authorized, the Board of Directors must provide a letter to the investment firm signed by the President and Treasurer confirming the firm's authority to invest and reinvest funds.
2. The Treasurer shall serve as liaison with the Investment Manger. In the event that the Treasurer is not available, the President shall act in this capacity. The Treasurer has the responsibility to report to the Board at its regular meetings and the Association at its Annual Meeting the status of investments. Additionally, the Treasurer, in consultation with the Investment Manger, shall develop a schedule of investment in accordance with the Investment Strategy published herein.
3. All accounts, instruments, and other documentation of investments shall be reviewed by the Board at least annually and may be amended from time to time by the Board as appropriate.
4. Monthly statements of the association's investments shall be delivered to the Board as a component of the Monthly Financial Statement Report via its Managing Agent. They shall provide detailed accounting of current values, maturity, income and transactions.

**Westbriar Plaza Condominium
Unit Owners Association
RESOLUTIONS ACTION RECORD**

Resolution Type _____ Policy _____ No. 9

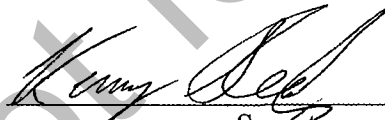
Pertaining to: Investment of Association Funds

Duly adopted at a meeting of the Board of Directors held 6/18/08.

Motion by: A. Simone Seconded by: S. Scheurich

Officer	Title	Yes	No	Abstain	Absent
<u>I. Menninger</u>	President	✓			
<u>A. Simone</u>	Vice President	✓			
<u>K. Shealy</u>	Secretary	✓			
<u>R. Dunnington</u>	Treasurer	✓			
<u>S. Scheurich</u>	Director	✓			

ATTEST:


Secretary

6/18/08
Date

Resolution Effective, 6/18/08

**Westbriar Plaza Condominium
POLICY RESOLUTION NO. 10
pertaining to the storage of items within the garage**

WHEREAS, Article 3, Section 2 of the Bylaws provides that the Board of Directors shall have authority for the administration of the affairs of the association; and

WHEREAS, Article 3, Section 2 (f) of the Bylaws gives the Board of Directors the power to adopt and amend any rules and regulations; provided, however, that such rules and regulations shall not be in conflict with The Condominium Act or the Condominium Instruments; and

WHEREAS, Article XXII, Section 1, Part S of the Declaration states that Parking Units may be used for the parking of vehicles and for no other purpose; and

WHEREAS, Article IV, part B of the Declaration define the boundaries of garage Parking Units; and

WHEREAS, the Board has determined that a need exists to establish policy for the safe and reasonable use of the areas within the garage for the purpose of storage;

NOW, THEREFORE, BE IT RESOLVED THAT, the following guidelines be adopted and implemented:

1. The use of Parking Units for any purpose other than the parking of vehicles is strictly prohibited. For items which cannot be stored within the owner's living unit or as provided below, off-site personal storage is recommended. The Dunn Loring – Merrifield area has many options that are available to residents.
2. Permitted storage in the garage is limited to the space between the parking curb of the owner's Parking Unit and the garage wall. Items of permitted storage shall be arranged such that vehicles do not protrude more than two (2) feet beyond the structural pillars adjacent to the parking Unit. Storage on either side of Parking Units is strictly prohibited as is storage in any other location of the garage. *Items so stored may not block access to utilities.*
3. Storage Containers with a fitted lid or closed doors and opaque solid sides may be used to store any item except those on the NOT PERMITTED list contained herein. Contents shall fit inside the container such that the lid and doors remain fully closed. Such containers are defined to include tool chests and plastic coolers conforming to the basic container description.
4. Nothing may be attached, mounted, or affixed to the floors, walls, pillars, or any other component of the garage.

5. Residents storing items in the garage do so at their own risk. The Association accepts no responsibility for their protection, theft, damage, or destruction.

6. The following items are permitted to be stored within the defined space without the requirement to be placed within a storage container subject to the above restrictions.

- A. Bicycles
- B. Motorcycles and scooters
- C. Bicycle racks (either free standing or car mountable)
- D. Fold-up type shopping carts
- E. Truck or lifting dollies
- F. Child car seats
- G. Automotive, hard shell, convertible top which is a component of the parked automobile.
- H. Items designed to be attached to a vehicle with a trailer hitch
- I. Spare tires and wheels neatly stacked.
- ~~J. A single empty gasoline container that has been purged of all liquid and fumes.~~

7. The following items are prohibited from being stored anywhere within the garage. Prohibited items are subject to removal from the garage and disposal without further notice.

- A. Flammable materials, including but not limited to, wood and paper in bulk, paints and stains, charcoal, bottled gases of any kind, and containers for such, gasoline, oil, kerosene, and diesel fuel.
- B. Reactive materials of any kind, including but not limited to fertilizer, bleach, acid, caustic soda.
- C. Open shelving
- D. Yard maintenance tools and equipment regardless of power source.
- E. Household appliances which cannot fit into approved storage containers.
- F. Food of any kind regardless of packaging or storage container.
- G. Batteries other than those of the Dry Cell type.

8. Violations of these policies shall be subject to enforcement as provided by the Governing Documents of the Association.

**Westbriar Plaza Condominium
Unit Owners Association
RESOLUTIONS ACTION RECORD**

Resolution Type _____ Policy _____ No. 10

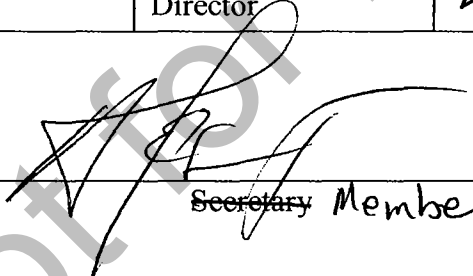
Pertaining to: storage of items within the garage

Duly adopted at a meeting of the Board of Directors held _____.

Motion by: _____ Seconded by: _____

Officer	Title	Yes	No	Abstain	Absent
	President				✓
	Vice President	✓			
	Secretary	✓			
	Treasurer	✓			
	Director	✓			

ATTEST:



 Secretary Member

4-16-08

 Date

Resolution Effective, 1 June 2008

→

**Westbriar Plaza Condominium
POLICY RESOLUTION NO. 11
pertaining to the installation of new flooring**

WHEREAS, Article 3, Section 2 of the Bylaws provides that the Board of Directors shall have authority for the administration of the affairs of the association; and

WHEREAS, Article 3, Section 2 (f) of the Bylaws gives the Board of Directors the power to adopt and amend any rules and regulations; provided, however, that such rules and regulations shall not be in conflict with The Condominium Act or the Condominium Instruments; and

WHEREAS, Article XXII, Section 1, Part J of the Declaration states that wall-to-wall carpeting and padding shall be maintained on eighty percent (80%) of all floor surfaces (excluding kitchens, closets, bathrooms and those areas with wood floors provided by the Declarant) in Living Units located over other Living Units in order to reduce the transmission of sound between Living Units; and

WHEREAS, the Board has been advised of and determined that there exists an alternative to carpet and pads to achieve the same end;

NOW, THEREFORE, BE IT RESOLVED THAT, the following guidelines be adopted and implemented:

Owners of Living Units located over other Living Units desiring to install new flooring are required to apply to and receive permission from the Board of Directors before installing same. In order to receive permission, the owner must agree either to:

1. Use a combination of materials that meet or exceed standards established by the Uniform Building Code for both Sound Transmission Class (STC) and Impact Insulation Class (IIC) noise; where STC refers to airborne sounds such as conversation and music in the range of typical speech frequencies and IIC refers to the noise of such impacts as footfalls and the moving of furniture. The installation shall be made to meet or exceed a rating of 60 against both standards, or;
2. Cover eighty percent (80%) of all floor surfaces with wall-to-wall carpeting and padding; excluding kitchens, closets, bathrooms and those areas with wood floors provided by the Declarant.

Westbriar Plaza Condominium Unit Owners Association
POLICY RESOLUTION NO. 12
Storage Unit Rental and Use

relating to Rules and Regulations for rental of Storage Units

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 Association and may take any and all actions that are not by The Condominium Act or the Condominium Instruments required to be taken by the Association.” and;

WHEREAS, THE DECLARATION OF WESTBRIAR PLAZA CONDOMINIUM, ARTICLE XXII, Paragraph S, Section 5 designates storage rooms of the Association as Common Elements, and subjects these storage rooms to assignment by the Board of Directors as Reserved Common Elements, and;

WHEREAS, the Board deems it necessary and desirable to reassign these storage rooms and establish certain rules, procedures and guidelines for their use;

NOW, THEREFORE, BE IT RESOLVED THAT all current assignments of storage rooms are voided and returned to the control of the Board of Directors for the purpose of reassignment and that the following Rules and Regulations for the lease and use of the Common Element Storage Rooms are adopted:

I. ELIGIBILITY FOR RENTAL

Common Element Storage Rooms (Storage Units) shall be for the exclusive use of Westbriar Plaza Condominium Unit Owners who are current in their assessments, in good standing, and with whom the Association enters into a written lease agreement. Unit owners who become delinquent in their account, or who, upon notification of a violation of the Governing Documents of the Association and remain in violation for more than 30 days are ineligible to maintain a lease for a Storage Unit.

Rental of Storage Units shall be on a first-come-first-served basis through the Association’s Management Office which shall also maintain a waiting list.

II. CONDITIONS OF USE

Any resident owner wishing to lease a Storage Unit shall contact the Association office to check availability. If a Storage Unit is available, the managing agent shall prepare and send a Storage Unit Lease Agreement (hereinafter "Agreement") to the applicant to be completed, signed, and returned. The Agreement is non-assignable and non-transferable. Such agreement shall be binding on the leasing owner (hereinafter "Lease Holder"). Conditions of use are detailed below:

- A. Under no circumstances shall any alterations be made to the Storage Unit except by written permission from the Board of Directors. Locks may not be changed except with permission and for which keys are provided to the Board of Directors.
- B. Paints, acids, flammables, and all other supplies and materials which present a clear potential for damage to the facilities are prohibited from storage.
- C. There shall be a pre-lease inspection of the Storage Unit by the leasing owner and a designated representative of the Association, and all defects within the space to be used will be noted on an inspection form. Following the leased use of the Storage Unit, a post-use inspection of the room shall be conducted by a designated representative of the Association and the Lease Holder to ascertain if any damage has been sustained in conjunction with the use of the Unit. All disputes in such matters will be decided upon appeal to the Board of Directors.
- D. A security deposit shall be made by personal check or money order and shall be held by the Association's Managing Agent pending a satisfactory post-use inspection result. The Managing Agent shall deposit such in an escrow account for this purpose. In the event that a check is returned for insufficient funds, the lease will be terminated unless the check is replaced by a money order or cashiers check. Refund of a security deposit amount shall be made within ten (10) business days following the date on which the Storage Unit is vacated (date of post-use inspection) in satisfactory condition and all other amounts due the Association have been paid. The refund of the deposit will be made payable to the first person whose name appears on the Lease. The Association reserves the right to deduct from the security deposit an amount necessary to cover any costs of cleanup, the costs to repair any damages resulting from the use of the Storage Unit, and any other amounts due the Association. If the security deposit does not fully cover these costs, the Lease Holder shall be billed the difference.
- E. If the Lease Holder fails to comply with any and all stipulations of the Lease or the Lease Holder fails to comply with the Association's policies, rules and regulations or other legal provisions or any applicable law the Board of Directors reserves the right to deduct any portion (or all) of the security deposit made by the Lease Holder and terminate the Lease.
- F. The Association, its trustees, agents, officers, and employees assume no responsibility for the personal property stored within a Storage Unit. The Lease

Holder is responsible for compliance and adherence to the Association's Declaration of Covenants and Bylaws, including all amendments thereto, the Rules and Regulations of the Association and all specifications of the Lease Agreement. It is understood that the Agreement Holder agrees to indemnify the Association, its trustees, officers, agents and employees, and save them harmless from and against any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to persons or damage to property occurring in conjunction with the use of the Storage Unit.

Not for resale use

Westbriar Plaza Condominium Unit Owners Association

RESOLUTIONS ACTION RECORD

Resolution Type _____ Policy _____ No. 12

Pertaining to: Storage Unit Rental and Use

Duly adopted at a meeting of the Board of Directors of Westbriar Plaza Condominium Unit Owners Association, held 19 January 2011.

Motion by: S. Scheurich Seconded by: D. Inman

Table with 6 columns: Officer, Title, Yes, No, Abstain, Absent. Rows include F. Nenninger (President), Anthony R. Simone (Vice President), Dad [Signature] (Secretary), [Signature] (Treasurer), and Scott P. [Signature] (Director).

ATTEST:

[Signature] Secretary

1/19/11 Date

Resolution Effective, March 1, 2011

Scrivener's error corrected 17 March 2011 by Stephen G. Harrison to correct eligibility criteria to include all owners in good standing.