

**Westbriar Condominium Unit Owners Association and  
Westbriar Plaza Condominium Unit Owners Association**

**Policy Resolution No.\_\_\_\_**

**Establishing Rules and Regulations for Reservation and Use of the Clubhouse**

**WHEREAS**, Article III, Section 2 of Bylaws of the Westbriar Condominium Unit Owners Association (the “Westbriar Condominium”) and Article III, Section 2 of the Bylaws of the Westbriar Plaza Condominium Unit Owners Association (“Westbriar Plaza”) provide that the Board of Directors of the respective associations shall have all of the powers and duties necessary for the administration of the affairs of the Association; and further provides that the Board of Directors shall have the power to adopt 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**, the Westbriar Condominium and Westbriar Plaza are parties to a Declaration of Easement and Shared Maintenance Agreement (“Maintenance Agreement”) dated May 15, 2000 and recorded in the Fairfax County Land Records at Book 11356 Page 1855. According to the Maintenance Agreement, Westbriar Condominium has a non-exclusive easement for the use and enjoyment of the Recreational Facilities including the swimming pool and community center located within Westbriar Plaza; and,

**WHEREAS**, Article VI, Section B(1) of the Maintenance Agreement provides that the Facilities Committee shall be responsible for overseeing the use and operation of the Recreational Facilities and shall have the authority to promulgate rules and regulations for use and operation; and,

**WHEREAS**, The Boards of Directors of the Westbriar Plaza and the Westbriar Condominium (together further referenced as “the Board” and the “the Association”) and the Facilities Committee deem it necessary and desirable to establish certain rules for use of the Association Clubhouse (further referenced as the “Clubhouse”).

**NOW, THEREFORE**, be it resolved that the following Rules and Regulations for use and rental of the Clubhouse be adopted:

## I. ELIGIBLE USE

In general, the Clubhouse shall be for the exclusive use of Westbriar Plaza and The Westbriar Condominium residents, their guests, and invitees, through programs sponsored by these Associations, for duly constituted Association committees, and other groups as may be called together by the Associations from time to time to participate in Association activities or to pursue Association business. Applicants for the use of the Clubhouse must be current members or residents of the Associations who are current in their monthly dues and in good standing and have signed the waiver. If the user is a resident but not an owner (e.g., renter), the owner of their unit will have ultimate responsibility for their use of the facilities (including, but not limited to, any damage caused).

First priority for use of the Clubhouse will be given to the official bodies of the Associations, including the Board of Directors, advisory committees or other Association sanctioned groups with regularly scheduled meetings and/or functions. Otherwise, scheduling of the Clubhouse for approved events/activities shall be on a first-come first-served basis through and approved by The Association's management office.

At times which do not conflict or interfere with activities sponsored by the Association, the "Great Room" and ancillary facilities, including the limited kitchen facilities, may be reserved for private use by any Association resident for the use of that resident and his or her guests and invitees so long as the reserving resident is in good standing, ("good standing" is defined as being current with respect to assessment payments owed to the Association and having no outstanding violation of the rules and regulations of the Association and use of the Clubhouse) and so long as the resident is in attendance during the reserved time for use of the Clubhouse.

The Clubhouse is not conducive to more than one (1) meeting/function at a time; therefore no two events will be held simultaneously.

## II. OCCUPANCY

Maximum permitted occupancy of the Clubhouse is sixty-four (64) people.

## III. LIMITS ON TIMES OF USE

General hours of use: Daily 5 a.m. to midnight, unless the clubhouse is being used for one of the following:

1. Clubhouse, gym included, is closed to others when rented for a function.
2. Clubhouse main room is closed during meetings of the Westbriar Plaza and Westbriar Condominium. Gym is still available.

The Clubhouse may be reserved for private functions on Friday, Saturday and Sunday, subject to the hours of rental listed below. All reserved use of the Clubhouse must end, the Clubhouse must be cleaned, and vacated no later than 10:00 PM Sunday evening, and 12:00 AM of the morning following Friday and Saturday evenings. The official permitted hours of

reserved use may be changed by The Association from time to time by General Resolution duly adopted. In addition, The Association has the authority to extend the hours and days of availability for Association sponsored events and/or requests for private events. The normal hours of availability of the Clubhouse for reserved use are listed below:

Friday	10:00 a.m. – 12:00 a.m. (midnight)
Saturday	10:00 a.m. – 12:00 a.m. (midnight)
Sunday	10:00 a.m. – 10:00 p.m.

The Clubhouse must be cleaned and vacated by the Agreement holder(s) and their guests no later than the designated end time of the reserved time period and, in any event, no later than the times stipulated above. Failure to do so may result in a charge for an additional hour of use of the center.

#### IV. GENERAL CONDITIONS OF USE

Eligible residents wishing to reserve the Clubhouse for private use shall contact the Westbriar Plaza’s Managing Agent in advance to check availability for the requested date and time. If the requested time slot is available, the managing agent will reserve the time slot and prepare and send an Association Clubhouse Rental Agreement (hereinafter “Agreement”) application to the applicant to be completed, signed, and returned for approval. The Agreement is non-transferable. Such agreement shall be binding on the reserving owner (hereinafter “Agreement holder”). Only an Association resident may enter into such agreement with the Association. If the resident is a tenant, the owner of the Unit in which the tenant resides needs to enter into this agreement jointly with the tenant. Thus the agreement would also be binding on the owner. Conditions of use are detailed below:

##### General Use:

1. Paints, acids, and all other supplies and materials, which present a clear damage potential, are prohibited from the Clubhouse.
2. A Fairfax County noise ordinance prohibits loud noise at any time which might disturb the surrounding community, and the Agreement holder is required to adhere to the requirements of this ordinance. Please see Appendix I for details.
3. Smoking is prohibited in the Clubhouse at any time.

##### Drop In Use:

1. Facility is open to all residents of Units owned by a Unit Owner in good standing who have signed the required waivers. Hours are limited to 5 am to midnight daily, except when used for official Association events or by rental agreement.
2. Users are responsible for maintaining the appropriate condition of the facility. All rules posted must be adhered to.

3. Access will be only through the front door limited access system.

Rental Use:

1. Except where such fees are incidental to Association-sponsored activities, neither admission fees nor any fund transfers which might be construed as admission fees whatsoever shall be collected for use of the clubhouse by the Agreement holder.
2. Requester must be eighteen (18) years of age. Attendees under the age of twenty-one (21) shall not consume alcoholic beverages in the clubhouse. Parents or guardians are responsible for any damage their children cause to the clubhouse. If the Association or the Association's designated representative determine that this policy has been violated then the user will forfeit their security deposit.
3. All Association chairs, tables, and equipment shall be returned to proper storage areas following each reserved use, and under no circumstances shall chairs, tables, or other equipment belonging to the Association be removed from the Clubhouse.
4. If decorations, auxiliary lights, or sound equipment are contemplated for use during any reserved time, the Westbriar Plaza's Managing Agent shall be notified at least one (1) week in advance. The managing agent reserves the right to conduct an inspection of the decorations or equipment to be used or have a representative of the Fairfax County Fire Department or by a licensed electrician. A fee to cover the cost of such inspection shall be levied against the Agreement holder.
5. Absolutely no objects, such as nails, tacks, scotch tape, candles, or substances which cause permanent damage shall be placed on the walls, ceilings, or window surfaces. Any and all decorations shall be fireproof, and shall be removed entirely immediately following the reserved use of the Clubhouse. Under no circumstances shall any group make any structural or electrical alterations to the center, except by written permission from the Association Board of Directors.
6. All refuse and personal property of the Applicant(s) and their guests and invitees shall be removed from the Clubhouse immediately following the reserved use of the facility.
7. Each Agreement holder shall be personally responsible for knowing the location of and proper use of the fire extinguishers.
8. The designated Association representative is permitted to attend all events/functions only in a manner to monitor compliance with the Agreement and Association rules and regulations.

9. The exercise room is not included in the Rental Agreement. Attendees are not permitted to use the exercise room during the rental period.
10. There are lockers available in the facility. Locker use is limited to the time the user is at the facility. Association reserves the right to remove locks and items left in lockers when owner is not present.

## V. PRE-USE AND POST-USE INSPECTIONS

For all reserved uses of the Clubhouse, except by the Associations' Board of Directors, duly constituted Associations' committees, and designated Associations' sponsored activities, there will be a pre-use inspection of the center by the Associations' designated representative or Associations' Managing Agent, and all clubhouse defects within the space to be used will be noted on an inspection form.

Following the reserved use of the Clubhouse, a post-use inspection of the facility will be conducted by a designated representative of the Associations to ascertain if any new damage has been sustained by the clubhouse as a result of the reserving resident's use of the facility. The judgment of the Association's designated representative or the Association's Managing Agent in all decisions is final, with appeal to the Associations' Board of Directors.

Association representatives authorized to conduct pre-use and post-use inspections shall include members of the Board, representatives of the Association's managing agent, or any such persons authorized by the Board to perform such inspections. The Associations will provide a checklist of items to be done by the user making the reservation before and after rental of the facility – please see Appendix 2.

## VI. RESERVATION PROCEDURES

Any Association resident wishing to reserve the Clubhouse for private use shall follow the procedures below:

1. Contact the office of the Westbriar Plaza Managing Agent (Advantage Community Management, phone 703-279-6556 or email office@acmcorp.org) to check availability for the requested date and time **at least one (1) week prior** to the requested date. If the time slot is available, the managing agent will reserve the time slot and prepare and send the Association's **Rental Application and Agreement** (hereinafter "Agreement").
2. The applicant shall sign the Agreement and Rental Agreement Holder Responsibilities Acknowledgment and return both documents, along with one money order, cashier's check or personal check for the rental fee and one money order, cashier's check or personal check for the appropriate security deposit, to the managing agent within five (5) business days of the applicant's receipt of the documents. All payments shall be made in the form of a personal check, certified cashier's check or money order payable to Westbriar Plaza. The signed Agreement and the two checks or other form of payment should be delivered to the Westbriar Plaza Condominium Unit Owners Association's Managing Agent.

3. The management staff will transmit to the applicant a copy of the Agreement confirming the reserved date and time.

**Note:** The Clubhouse shall be officially reserved when the Agreement holder has delivered to the Association's management staff a signed Rental Agreement together with the appropriate security deposit payment and a payment in full for the appropriate rental fee and has received a copy of the Agreement confirming the reservation through signature of the managing agent's authorized representative. If such payments are not received in accordance with these stipulations the reservation shall be canceled. If payment of the rental fee is made by personal check for which there are insufficient funds, the management staff shall immediately inform the applicant that the reservation is canceled. Such agreement shall be binding on the Agreement holder.

## VII. ALCOHOL

The sale of alcohol in the Clubhouse is absolutely prohibited, both through the direct sale of beverages or through the charging of an admission fee for a function at which alcoholic beverages shall be served. The Agreement holder is responsible for obtaining any necessary permits or licenses from the Virginia Department of Alcoholic Beverage Control if there will be alcohol allowed at the event.

## VIII. FEES AND DEPOSITS AND THE PROCESSING OF FEES AND DEPOSITS

Each Rental Agreement submitted for use of the Clubhouse shall be subject to review and approval by the Westbriar Plaza Managing Agent. The Association reserves the right to review all requests for reserved use of the Clubhouse and may deny any request if such use is deemed to put the Clubhouse, its property, or guests at unusual risk, or if such use of the Clubhouse is deemed to be contrary to the best interests of the Association.

### 1. Association Sponsored Events and Association Sanctioned Events

- Association Sponsored Events:

There is no rental charge for events scheduled and conducted by the Association or one of its committees provided that such activities or events have been approved by the Associations.

- Associations Sanctioned Events:

There is no rental charge for social events which are approved by the Associations as a sanctioned activity but which are not directly sponsored by the Associations. Such events could be sponsored by sanctioned clubs or other groups. Attendance at such sanctioned events shall be exclusively for the members of Westbriar Plaza and/or The Westbriar Condominium unless otherwise determined by the respective Boards of Directors.

2. RENTAL FEE: \$40/hour with a four hour minimum (hours are not pro-ratable)

The rental fee is designed to cover the cost of monthly cleaning (draperies, dusting, etc.), normal wear and tear, the electric and water consumption resulting from the use of the facilities by residents and the services of a monitor to open and secure the Clubhouse. All rental fee payments to the Associations will be immediately deposited in an Association bank account.

3. SECURITY DEPOSITS: Must be paid in the form of a money order, cashier's check or personal check

Events where alcohol **IS NOT** present                    \$150.00

Events where alcohol **IS** present                                 \$250.00

Security deposits will be deposited and held by the Westbriar Plaza's Management Agent pending the post-use inspection results. In the event that a check is returned for insufficient funds, the reservation will be rescinded unless the personal check is replaced by a money order or cashier's check. Refund of a security deposit amount shall be made within ten (10) business days following the date of reserved use, provided the Clubhouse premises, facilities, and equipment are left in satisfactory condition and no other Association rules or city ordinance have been violated. The refund of the deposit will be made payable to the first persons' name appearing on the Agreement.

4. CANCELLATIONS:

If a function is canceled within 48 hours of the reserved use date, a \$50.00 administrative fee charge will be deducted from the applicable rental fees and/or security deposit which have been collected and the balance refunded. All events canceled more than 48 hours prior to the reserved use date and events canceled by the Association will result in a full refund of all rental fees and deposits collected.

5. HANDLING OF DEPOSITS IN THE EVENT OF DAMAGES/OTHER

Westbriar Plaza reserves the right to deduct from the security deposit an amount necessary to cover any costs of cleanup, if warranted, and shall also deduct the costs of repairs or replacement of any property damaged during the use of the center. If the security deposit does not fully cover these costs, the Agreement holder shall be billed for the difference, and future use of any of the Clubhouse shall be denied until these costs are paid. Any Agreement holder using the Clubhouse shall be responsible for any and all damages that occur due to its use of the Clubhouse. The billed costs will be considered a special assessment and if not paid could result in a lien being placed against the Agreement holder's home.

If the Agreement holder fails to comply with any and all stipulations of the Rental Agreement or the Agreement holder or any of his or her guests or invitees fails to comply with the Association's policies, rules and regulations or other legal document

provisions or any applicable law the Association reserves the right to deduct any portion (or all) of the paid security deposit made by the Agreement holder. In addition, further use of Association facilities may be denied for a period of time established by Westbriar Plaza or Westbriar Condominium.

Where warranted, the Westbriar Plaza's Managing Agent shall make final determinations on total fees required of the Agreement holder in cases of questions over the cancellation of a reserved use or any similar dispute related to fees owed by an Agreement holder. In such event, further scheduling of the Clubhouse may be denied until all fees are paid

#### IX. VIOLATIONS, ENFORCEMENT POLICY

All Owners shall be subject to their respective enforcement policy of the Westbriar Plaza or the Westbriar Condominium for violations of the governing documents if the Owner, or their tenants, guests or invitees violate these Rules. The Association shall be permitted to take all actions authorized by its respective governing documents and Virginia law, including, but not limited to, the imposition of monetary charges and the suspension of membership privileges following all due process procedures. In addition, the Westbriar Plaza or Westbriar Condominium reserves the power to suspend any member's right to reserve the Clubhouse for any future period determined by the Board to be commensurate with the nature of the offense.

#### X. LIABILITY

Westbriar Plaza or Westbriar Condominium, directors, Unit Owner members, agents, officers, and employees assume no responsibility for the personal property of anyone using the Clubhouse during times of reserved use. The Agreement holder will remove all such property from the premises at the conclusion of the reserved use unless prior arrangements have been made with the managing agent or the designated Association representative.

The Agreement holder and all users of the Clubhouse during a time of reserved use will be responsible for compliance and adherence to the Westbriar Plaza's Declaration of Covenants and Bylaws, including all amendments thereto, the Rules and Regulations of the Association and all specifications of the Rental Agreement.

The Agreement holder agrees to hold harmless the Association, its employees, agents, contractors and/or volunteers from and against any and all claims, suits, actions, damages and /or causes of action arising during the term of this agreement, for any personal injury, loss of life, property and/or damage to property sustained in or about the said premises, and from and against all costs, expenses and liability incurred in and about any such claims the investigation thereof or the defense of any action process brought thereon and from and against any orders and/or judgments that may be entered therein.

The Agreement holder further agrees to be responsible for any damages to the property and/or facility that are a result of any action (s) of the participants at the function for which the facility is rented.



These Rules and Regulations supersede and replace any previously adopted policies relating to the same subject.

The effective date of this Resolution shall be \_\_\_\_\_, 2013.

Westbriar Condominium Unit Owners Association

By: \_\_\_\_\_  
Josh Coder, President

Westbriar Plaza Condominium Unit Owners Association

By: \_\_\_\_\_  
Ina Nenninger, President

# **APPENDIX I**

## **(Noise Violations)**

From the Municipal Code of Fairfax County Virginia

### ARTICLE 5. Nuisance Noise.

#### Section 108-5-1. Loud and unnecessary noise.

It shall be unlawful for any person to make, continue to make, or cause to be made or continued, a noise disturbance within the County of Fairfax.  
(7-17-68, § 17-4; 24-75-16A; 1961 Code, § 16A.5.1.)

#### Section 108-5-2. Specific prohibitions.

The following acts, are declared to be noise disturbances in violation of this Chapter, provided that the acts so specified shall not be deemed to be an exclusive enumeration of those acts which may constitute a noise disturbance under Section 108-5-1, and provided that the acts so specified in Subparagraph (a) below may still constitute a noise disturbance under Section 108-5-1 independently of the hours of day said acts take place.

(a) Operating or permitting the use, or operation of any radio receiving set, musical instrument, television, phonograph, or any other device for the production of sound between the hours of 11 p.m. and 7 a.m. the following day in such a manner as to be plainly audible across property boundaries or through partitions common to two (2) persons within a building or plainly audible at fifty (50) feet from such device when operated within a motor vehicle parked on a public right-of-way or in a public place.

(b) Owning, keeping, possessing, or harboring any animal or animals which frequently or habitually howl, bark, meow, squawk or make such other noise as is plainly audible across property boundaries or through partitions common to two (2) persons within a building.  
(24-75-16A; 1961 Code, § 16A.5.2; 34-76-108.)

## **APPENDIX II**

### **(Pre- and Post-Rental Checklist)**

Inspection to be done by renter before and after rental period.

Before renting:

- Note room temperature: \_\_\_\_\_
- Note that kitchen appliances are in working order
- Check for stains on carpet
- Check for damage to walls
- Check restrooms for cleanliness
- Count of fold out chairs and tables

After renting:

- Re-set thermostat to pre-rental temperature
- Check carpeting for stains
- Ensure oven/stove is off
- Refrigerator is empty of contents
- Windows/Doors are closed and locked
- Gas fireplace is off
- Count of fold out chairs and tables
- Empty trash