

SULLY STATION COMMUNITY ASSOCIATION

POLICY RESOLUTION NO. 12-4

USE OF COMMON AREAS: RESERVATION OF COMMUNITY CENTER AND SWIMMING POOL FOR PRIVATE FUNCTIONS

Relating to Rules and Regulations for use of the Community Center

WHEREAS, Article III, Section 3(b) of the Declaration of Covenants, Conditions and Restrictions of the Sully Station Community Association states that “the Board of Trustees shall have all powers for the conduct of the affairs of the Association which are enabled by law or the Founding Documents which are not specifically reserved to Members or the Developer by said Documents” and

WHEREAS, Article VI, Sections ((c) and (d) of the Bylaws of the Sully Station Community Association stipulate that it shall be the duty of the Board to:

“Adopt and follow procedures for adoption and publication of Board Resolutions to be included in the Book of Regulations, including the provision for hearing and notice to Members. . .” and

“Adopt and publish rules and regulations including fees, if any, governing the use of the common area and facilities and the personal conduct of the Members and their guests thereon and include these in the Book of Regulations,” and

WHEREAS, the Board deems it necessary and desirable to establish certain rules, procedures and guidelines for the use of the community center and swimming pool for private functions;

NOW, THEREFORE, BE IT RESOLVED THAT the following Rules and Regulations for use of the community center and swimming pool for private functions are adopted:

- I. ELIGIBILITY TO RESERVE THE FACILITIES
 - A. An Owner or a Designated Tenant of an Owner (collectively “Owner”) may reserve either the community center and/or swimming pool for private functions provided that the facility is available for the date and time requested and the use for which the facility is requested is appropriate.
 - B. In order to reserve a facility, the Owner must be current in the payment of assessment fees. Approval to reserve a facility will be denied if the Owner’s assessment account has an outstanding balance.
 - C. Any required security deposit or rental fee for the facilities must be paid in advance before a reservation application will be approved. The security deposit

and rental fee requirements may be waived at the discretion of the Board of Trustees for community related functions and for activities sponsored by non-profit civic and fraternal organizations.

- D. The community center may be reserved for use during the hours of 8:00 a.m. to midnight on Saturday, Sunday and Holidays and from 5:00 p.m. to midnight Monday through Friday. The swimming pool may be reserved during the hours of 8:00 p.m. to midnight except on Wednesdays the swimming pool may be reserved 9:00 p.m. to midnight.
- E. An Owner who requests reservation of the swimming pool must utilize the services of a certified pool operator and, as required, certified lifeguards employed by the Association's pool management company. Arrangements for securing such services, including financial compensation, are the responsibility of the Owner requesting use of the facility. It is recommended that an Owner contact the Association's pool management company in advance of making a reservation request to verify the availability of required personnel for the proposed date of the function.
- F. Reservations for the facilities shall be approved on a first-come, first-served basis. The Association office or management agent, as appropriate, shall maintain a record of scheduled activities and dates when the facilities are available for private functions.
- G. At its discretion, the Board of Trustees may approve use of the community center for meetings of non-profit civic and fraternal organizations not sponsored by an Owner. Such organizations shall be subject to the security deposit and fee requirements applicable to homeowners and must abide by the same rules and regulations applicable to Owners. Additionally, the Board may require proof of independent liability insurance coverage by such groups, as appropriate.
- H. Except for community groups whose use of the community center facility is approved pursuant to paragraph G above, an Owner requesting reservation of a facility must be a sponsor of and active participant in the function for which reservation of a facility is requested. No third party reservations will be approved.

II. FEES AND SECURITY DEPOSITS FOR USE OF THE FACILITIES

- A. A rental fee, the amount of which will be determined by the Board periodically, will be charged for the use of the facilities. This fee must be paid by certified check, money order or a bank check made payable to the Sully Station Community Association.
- B. A refundable security deposit, the amount of which will be determined periodically by the Board, must be provided by an Owner requesting reservation

of a facility. The deposit may be made with a certified check, money order or bank check made payable to the Sully Station Community Association.

The purpose of the security deposit is to ensure that the facility used is cleaned, restored to its original condition and free of damages after use by the Owner who reserved the facility.

III. PROCEDURES FOR REFUND OF SECURITY DEPOSITS

- A. The security deposit, less any amount deducted for damages, the replacement of any missing items, replacement of missing keys and any clean-up costs incurred by the Association will be refunded within a reasonable amount of time after the following conditions are met:
1. The facility has been inspected by the managing agent or other authorized Association representative and a written inspection report noting the cleanliness of the facility and any damages has been completed.
 2. Where appropriate, an estimate of the cost of any damages, missing items or clean-up costs incurred as a result of the function has been obtained.
 3. As applicable, any keys issued to an Owner for access to the facility have been returned to the Association office or managing agent.
- B. In cases where deductions from the security deposit have been made, the balance if any, returned to the Owner shall be accompanied by a written statement of itemized charges deducted from the security deposit.
- C. In cases where costs incurred by the Association for damages and clean-up exceed the amount of the security deposit, the written statement of itemized charges shall be accompanied by a bill for the outstanding balance.
- Such amount shall be due and payable within ten (10) days from the mailing date of the bill. If the Owner fails to pay the bill in its entirety by its due date, any unpaid amounts shall be assessed against the Owner as a special assessment and if unpaid may be secured by a lien which may be recorded against the title to Owner's Lot.
- D. In the event that a facility becomes unavailable for use due to an act of God, act of nature, natural disaster, or damage to the facility (including, but not limited to, damage caused by fire, water, snow, or ice), the Board reserves the right to cancel the rental agreement. If a rental agreement is canceled for such a reason, the Board or managing agent will promptly notify the renting Owner of the cancelation and any fees or security deposit will be refunded within a reasonable amount of time. The Association is not liable for any inconvenience or expenses

incurred by the renting Owner when a rental agreement is canceled for any of the reasons stated above.

- E. If the Community Center is rendered unsuitable for use due to a breakdown of the heating or cooling system or other component or system within the facility, the Board reserves the right to cancel the rental agreement. If a rental agreement is canceled for such a reason, the Board or managing agent will promptly notify the renting Owner of the cancelation and any fees or security deposit will be refunded within a reasonable amount of time. If, in its sole discretion, the Board determines that the Community Center is still suitable for use following a breakdown of the heating or cooling system or other component or system within the facility, the renting Owner will be given the option of proceeding with the rental agreement or canceling the rental agreement. If the renting Owner chooses to cancel the rental agreement in such circumstances, the renting Owner will be entitled to a refund of any fees or security deposits. The Association is not liable for any inconvenience or expenses incurred by the renting Owner when a rental agreement is canceled for any of the reasons stated above.

IV. PROCEDURES FOR RESERVATION OF THE FACILITIES

- A. To request reservation of a facility, an Owner must complete a rental agreement form, a copy of which is attached hereto as Exhibit A, and return it to the Association office or managing agent's office, as applicable.
- B. The application must be properly completed and must be accompanied by checks or money orders in the amounts of the required rental fee(s) and security deposit(s). The application will be approved or disapproved within three (3) working days from the date of receipt of the application and the Owner shall be notified in writing.

V. ACCESS TO FACILITIES

- A. On a weekday during the week prior to the rental date, the renting Owner is responsible for going to the management office to obtain a key to the Community Center. On the date of rental, the Owner renting the Community Center shall be responsible for opening the doors and providing access into the Community Center for their guests. Immediately upon conclusion of the rental event, the renting Owner shall lock the Community Center and leave the keys to the Community Center outside the management office within the Community Center.
- B. Access to the swimming pool shall be controlled by representatives of the pool management firm. No keys to the swimming pool area shall be provided to an Owner.

VI. RULES AND REGULATIONS FOR USE OF THE FACILITIES

A. General

1. The Owner who reserved the facility must be present at all times and is responsible for the conduct of guests.
2. Parties and gatherings of persons under 18 years of age must be supervised by an Owner who is 21 years of age or older.
3. The serving of alcoholic beverages is permitted, so long as the alcoholic beverages are not sold to guests or charged for in any way at the event. Alcoholic beverages may not be sold or served to persons under 21 years of age.
4. The renting Owner is responsible for obtaining any alcohol, liquor or banquet license that may be required for an event held at the facilities. The Association is not responsible for obtaining any such license for the renting Owner's event.
5. No admission or other fees may be charged without the prior written approval of the Board of Trustees. The facilities may not be reserved for commercial or fund raising activities without the prior written approval of the Board. At the Board's discretion, approval may be granted for such activities to benefit non-profit civic, fraternal or service organizations.
6. Facility users should keep noise at a reasonable level and must abide by any applicable noise regulations of Fairfax County, including the obtaining of any required permits.
7. Persons who use the facilities must abide by all applicable provisions of the Association's legal documents, rules and regulations.
8. All functions must conclude by midnight, or such other time as determined by the Board from time to time.
9. Facility users are responsible for the removal of any personal articles at the conclusion of a function. The Association assumes no liability for such articles not removed.
10. Proper attire is required in the community center building. Persons wearing bathing suits are not permitted in the community center.
11. The stairs connecting the upper level of the community center building with the swimming pool may not be used unless both facilities have been reserved for a single function.

12. The Owner or other party who executed the rental agreement is responsible for cleaning up the facility and restoring it to its original condition immediately following the conclusion of a function. This responsibility includes the removal of any trash or debris deposited in the outside areas immediately surrounding the facility. All trash must be removed and placed in the trash dumpster adjacent to the community center building.

Clean-up of the swimming pool area and bath houses may be performed by representatives of the Association's pool management firm if this duty is performed in accordance with arrangements made between the person reserving the facility and the pool firm. However, clean-up shall remain the responsibility of the person who reserved the facility. Clean-up of the swimming pool facility shall include the mopping of the shower and dressing room floors.

Persons using the community center building must dry-mop the hardwood floor and wet-mop the kitchen floor. Only clear, cold water should be used on the hardwood floor. No cleaning compounds should be used on the hardwood floor. Cleaning supplies for the purpose of cleaning the community center building will be available. A deduction from the security deposit will be made for any missing supplies.

B. Swimming Pool

1. All rules and regulations adopted by the Board for use of the swimming pool must be observed with the following exceptions:
 - a. Alcoholic beverages may be served in accordance with the provisions of this Policy Resolution. However, no breakable glasses or bottles are permitted within the pool area, including the dressing rooms.
 - b. The fifteen (15) minute rest period for children which is required during normal hours of operation need not be observed.

C. Community Center

1. Use of the kitchen for the storage and preparation of food is permitted. Access to the kitchen area in advance of the scheduled function time and date will be permitted if appropriate arrangements are made with the Association office or managing agent and provided that such activity does not interfere with other scheduled activities. During the period that the community center building is being used by the developer as an information center, facility users are requested to obtain permission to

access the building for this purpose during the hours of operation of the information center.

Adopted this 14th day of NOVEMBER, 2012. This policy resolution supersedes and replaces Policy Resolution No. 12 that was previously adopted on April 6, 2005.

BOARD OF TRUSTEES OF
SULLY STATION COMMUNITY ASSOCIATION

By: 
Christopher Nelson, President

CERTIFICATE OF MAILING OR DELIVERY

The Managing Agent hereby attests that this Policy Resolution was mailed and/or hand-delivered to the addresses of record of the Owners on this 27th day of NOVEMBER, 2012.

11/27/2012
Date


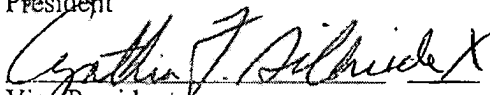

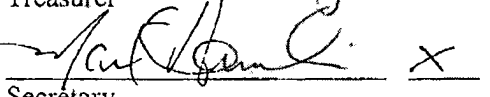

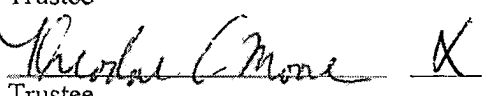

Sharon Whited, Community Manager

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Trustees held November 14, 2012.

Motion by: Elizabeth Stulgas Seconded by: Mark Hamlin

VOTE:
YES NO ABSTAIN ABSENT

	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
President				
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vice President				
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Treasurer				
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Secretary				
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee				
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee				
Trustee				

ATTEST:

 11/14/12
Secretary Date

Resolution effective: 11/14, 2012.

SULLY STATION COMMUNITY ASSOCIATION

SULLY STATION FACILITIES RENTAL AGREEMENT

This Sully Station Facilities Rental Agreement made this _____ day of _____, _____, by and between Sully Station Community Association hereinafter (“ASSOCIATION”) and _____, hereinafter called “RENTER.”

WITNESSETH

1. Renter shall not participate in any dangerous, disruptive, illegal, or otherwise inappropriate behavior while using the Association’s facilities located on the Sully Station premises (hereinafter “Premises”). Renter acknowledges that he/she is familiar with and shall follow all rules governing the use of the Premises, which include, but are not limited to, the Sully Station Policy Resolution No. 12-____. If Renter violates any rule governing the use of the Premises, the Association may suspend Renter’s right to use the Premises.
2. Each Renter shall be liable to the Association for any costs incurred by the association including, but not limited to, costs of repair, cleaning, attorneys' fees and damages awards, incurred by the Association and rendered necessary by any act, neglect, carelessness or failure of such Renter or their guests to comply with the Association’s Declaration, Bylaws, Policy Resolutions and Rules and Regulations during their use of the Association's facilities. Any costs incurred by the Association relating to such violation may be assessed against such Renter's Lot in accordance with the Declaration.
3. The Renter shall defend, indemnify, and hold harmless the Association, its agents, officers, directors, members, and their successors and assigns from and against any claims, cause of action, loss, damage, cost or charge, including court costs and attorney’s fees: (1) as a result of any claims or lawsuits made by third parties against the Association if any third party ever contends that he was personally injured or had property damage caused by Renter or their guest’s use of the premises; and (2) for any damage to any property taken onto the Premises.
4. Association will not be responsible for any damage to or loss of personal property that may occur during or related to a Renter or their guest’s use of the Premises. Renter agrees to hold harmless and indemnify the Association for any loss, injury, or damages suffered by Renter or their guests while using the Premises.
5. Renter understands and agrees that any violation of the Association's governing documents, policies and rules and regulations shall be grounds for immediate

termination of the Agreement, loss of the entire security deposit and rental fees, and loss of the Renter's right to use the Association's facilities for a period of time.

Renter hereby agrees to these terms and conditions governing Renter's use of the Association's facilities.

Signature: _____

Print Name: _____

Address: _____

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