

SULLY STATION COMMUNITY ASSOCIATION

POLICY RESOLUTION NO. 13- 1

NONRESIDENT RECREATIONAL FACILITY MEMBERSHIP POLICY

WHEREAS, Article III, Section 3(c)(2) of the Amendment and Restatement of Sully Station Declaration of Covenants, Conditions and Restrictions (“Declaration”) empowers the Board of Trustees to establish rules and regulations governing the use of the Common Areas; and

WHEREAS, Article III, Section 3(c)(4) of the Declaration empowers the Board of Trustees to grant and convey easements to the Common Area as may become necessary; and

WHEREAS, Article IV, Section 3(a) of the Declaration authorizes the Board of Trustees to establish reasonable admission and other fees for use of the Common Areas; and

WHEREAS, pursuant to its authority, the Board of Trustees has previously offered nonresident swimming pool memberships to non-Members for a pre-established fee; and

WHEREAS, pursuant to its authority, the Board of Trustees now wishes to adopt a policy in order to establish policies and procedures for the effective implementation of the Association’s nonresident membership program.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Trustees hereby adopts the following policy pertaining to nonresident members and their use of the Association’s swimming pool and Community Center, and this policy shall supersede and replace Policy Resolution No. 12-3:

I. ELIGIBILITY FOR NONRESIDENT MEMBERSHIP

Those individuals who reside within Fairfax County or other counties or jurisdictions within the local metropolitan area are eligible for nonresident membership. To the extent that there is a question regarding an individual’s eligibility for nonresident membership, the Board of Trustees may determine within its sole discretion whether an individual is eligible for nonresident membership. If individuals are related by family relationship, they may obtain one membership for all members of the family.

II. NUMBER OF NONRESIDENT MEMBERSHIPS

On an annual basis, the Association shall offer a maximum of 100 nonresident memberships. The Board shall decide the nature and extent of the advertising, if any, which the Association shall conduct in connection with its offering of nonresident memberships.

III. MEMBERSHIP REGISTRATION PROCEDURES

Individuals interested in obtaining a nonresident membership must sign a Nonresident Member License Agreement, a copy of which is attached hereto as Exhibit A, and file a completed registration form before the end of business on May 15. In order to obtain a nonresident membership, the nonresident member must a) complete all sections of the Nonresident Member License Agreement and registration form, and b) submit payment for all of the applicable fees.

The Association reserves the right to accept registrations after the deadline if a) there are less registrants than available memberships, and b) the Board approves the acceptance of the registration. Nothing herein shall require the Board to approve the acceptance of any such registrations filed after the deadline, and the Board expressly reserves the right not to exercise this option.

If a registrant files an incomplete Nonresident Member License Agreement and/or incomplete registration, the Association shall not accept it. No one shall be entitled to receive a nonresident membership without filing a completed Nonresident Member License Agreement and registration.

When accepting nonresident membership registrations, the Association shall give first priority to those individuals who were nonresident members during the prior year. The Association shall give second priority to any individuals who have completed registrations and are already on the Association's "waiting list", if any. Thereafter, the Association shall give third priority in accordance with the date of its receipt of completed registrations from those individuals who did not qualify under the first two categories.

Nonresident members during the prior fiscal year must comply with the registration process annually in order to renew their membership. Once a nonresident membership has terminated, the nonresident's rights under this program shall cease in their entirety.

IV. MEMBERSHIP FEES

Nonresident members must pay an annual fee of \$500.00. This fee must be paid in conjunction with the filing of the nonresident member's registration documents. The Board of Trustees may increase or decrease the annual fee in its discretion from time to time without having to amend this resolution in its entirety.

The Association shall use the annual fees collected from the nonresident memberships to defray the expenses for improvements and new equipment for the recreational facilities and to defray the expenses of operation and replacement of the facilities. The Association shall not refund or pro-rate the annual fee under any circumstances, unless the nonresident member provides written notice of termination prior to the commencement of the swimming pool season. Any refund of an annual fee shall be without interest.

If a nonresident member wishes to renew his/her membership for the Association's succeeding pool season, the Association shall require the nonresident to file a completed registration by the aforementioned deadline of May 15. The registration must contain payment of the annual fee, as well as a signed Nonresident Member License Agreement and signed registration form for the coming pool season.

V. CONDITIONS OF MEMBERSHIP

During the time of their membership, all nonresident members shall be fully subject to all of the Association's rules and regulations, including those established by the Board for use and operation of the swimming pool and Community Center and those established by the Association's governing documents to protect the Association from a lack of compliance with the Association's rules. The Board specifically reserves the right to amend the rules and regulations, including changing (or adding to) the fees required for use of the facilities. Nonresident members may resign their membership at any time.

Nonresident members shall be entitled to use the Association's swimming pool and Community Center which are included within the boundaries of the recreation parcel. The nonresident members' use rights shall be the same as Association members, except that nonresident members will not have the right to rent the swimming pool or Community Center or host private events at such facilities. Any recreation facilities other than the swimming pool and Community Center are for the exclusive use of Association members and are not included in the nonresident membership.

Adopted this 10th day of April, 2013.

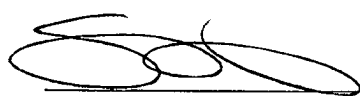
BOARD OF TRUSTEES OF SULLY STATION
COMMUNITY ASSOCIATION

By:


Christopher Nelson, President

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of the Sully Station Community Association on this 1st day of May, 2013.


Sharon Whited, Community Manager

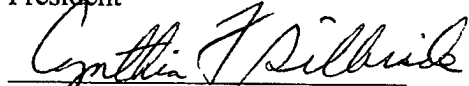
RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Trustees held April 10, 2013.

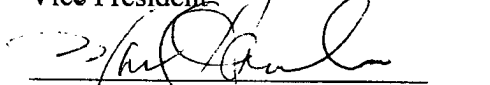
Motion by: Cindy Gilbride Seconded by: Elizabeth Stulga




 President



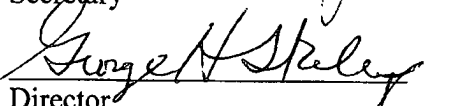
 Vice President



 Treasurer



 Secretary



 Director

 Director

 Director

VOTE:
 YES NO ABSTAIN ABSENT

X _____

X _____

X _____

X _____

X _____

NONRESIDENT MEMBER LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this _____ day of _____, _____, by and between the SULLY STATION COMMUNITY ASSOCIATION (“Sully Station” or “Association”), a Virginia non-stock, not for profit corporation, and (name) _____ of (address) _____ (“Nonresident Member”).

WITNESSETH:

WHEREAS, Sully Station annually offers a limited number of nonresident memberships for use of its Swimming Pool and Community Center; and

WHEREAS, this License Agreement sets forth the terms and conditions of the offering; and

WHEREAS, the Nonresident Member accepts all of these terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Sully Station hereby grants the Nonresident Member a non-exclusive license to use its Swimming Pool and Community Center, and the Nonresident Member accepts the License in accordance with the following terms and conditions:

1. Nonresident Members must pay an annual fee of \$500.00 and submit a completed Registration Form, which is attached hereto. This License Agreement does not become effective unless the Nonresident Member fully pays this fee and submits the Registration Form. The term of this License Agreement is for the duration of the Association’s swimming pool season, which begins on the Friday of the Memorial Day holiday weekend and goes through the Monday of the Labor Day holiday weekend. This License Agreement expires at the end of the Association’s swimming pool season.

2. The Association shall hold the annual fee in an interest-bearing account owned by the Association. If the Association receives written notice from the Nonresident Member prior to the commencement of the Association’s swimming pool season stating that he/she wishes to terminate his/her membership, the Association shall refund the annual fee in its entirety within 30 days of the date of its receipt of the notice or the date of the termination. The Association shall refund the annual fee without interest.

3. The Nonresident Member may terminate his/her membership at any time after the commencement of the Association’s swimming pool season; however, the Association shall not refund or pro-rate the annual fee in the event of such termination.

4. If the Nonresident Member becomes a resident Member of the Association during the term of this License Agreement, the Association shall not be required to refund or pro-rate the annual fee.

5. Nonresident members shall be entitled to use the Association's Swimming Pool and Community Center which are included within the boundaries of the recreation parcels. Any recreation facilities not contained within said parcel are for the exclusive use of Sully Station members and are not included in the nonresident membership.

6. A Nonresident Member shall not be permitted to rent the Swimming Pool or Community Center or host private events at such facilities.

7. During the time of their membership, all Nonresident Members shall be fully subject to all of the Association's rules and regulations, including those established by the Board for use and operation of the recreation facilities and those established by the Association's governing documents to protect the Association from a lack of compliance with the Association's rules. Copies of these rules and regulations are attached here to and made a part hereof. The Board specifically reserves the right to amend the rules and regulations at any time.

8. Failure by the Nonresident Member to comply with the Association's rules and regulations may result in the termination of this License Agreement by the Association. In the event of such termination, the Association shall not refund or pro-rate the annual fee.

9. The non-exclusive rights and license herein granted shall apply to the following individuals herein identified:

| <u>NAME</u> | <u>AGE</u> | <u>RELATIONSHIP TO NONRESIDENT MEMBER</u> |
|-------------|------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

SULLY STATION COMMUNITY ASSOCIATION
A Virginia Corporation

By: _____
Sharon Whited (Date)
Sequoia Management Company
Agent for Sully Station Community Association

By: _____ Address _____
Non-Resident Member (Date)

By: _____ Address _____
Non-Resident Member (Date)