

Policies and Resolutions
Condominiums at Kirkpatrick Farms (The)

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
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**UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION NO. 09-01

(Rules governing satellite dishes and exterior antennae)

WHEREAS, the Board of Directors of the Unit Owners Association of The Condominiums at Kirkpatrick Farms ("Association") is responsible for the regulation and enforcement of architectural controls within the Condominium; and

WHEREAS, the Association's Bylaws prohibits unit owners from placing any structures on the Association's common elements without the prior written approval of the Board of Directors;

WHEREAS, Article XI, Section 1(q) of the Bylaws provides that except as specifically allowed by governmental regulations, no exterior antennae of any type may be erected or maintained within the Condominium without the prior written consent of the Board of Directors;

WHEREAS, the plans recorded for the units within the Condominium denote that the balconies attached to each unit are Limited Common Elements; and,

WHEREAS, the Board of Directors ("Board") believes it is in the best interest of the Association for the Board to adopt reasonable rules governing installation, maintenance, and use of satellite dishes and exterior antennas which: a) are consistent with the rules of the Federal Communication Commission ("FCC"); b) protect the integrity of the Condominium's common element components and its aesthetic appearance; and c) provide the residents with reasonable options to receive their desired television service.

NOW, THEREFORE, the Board of Directors adopts the following rules and regulations:

I. DEFINITIONS

Antenna: Any device, including any supporting structures, used for the receipt of video programming services, including direct broadcast satellite dish (DBS), television broadcast antennas, and multipoint distribution service antennas (MDS), or wireless service. Satellite dishes are included within the definition of Antenna. Devices used for the transmission of any sort of signal are not included in the definition of antenna and are strictly prohibited from the premises.

II. APPLICATION RULES

A. Whenever any resident wants to install an Antenna which in any way is connected to, penetrates or rises into or over the general common elements of the Condominium, the resident must submit an application for approval to the Board in advance of the installation and then receive approval from the Board before commencing the installation.

B. Owners are permitted to install an Antenna without first submitting an Application for approval to the Board when the resident performs the installation in an area solely within their complete, exclusive use (including their Unit and appurtenant Limited Common Elements) and which does not require any penetration into or over the common elements.

C. Residents must submit their applications in writing to the Association's management agent.

D. The Association will not accept incomplete applications for review. In order for the application to be complete, it must contain: (a) a certification that the installation will be performed by a professional. (b) a waiver of all claims of liability against the Association and an assumption of all risks associated with the installation. (c) an acceptance of responsibility for all damages which might occur to property or person as a result of the installation. (d) a certificate of insurance of at least \$25,000.00 of coverage for liabilities associated with the installation of an Antenna, which names the Association as an additional insured and which is primary over any policy owned by the Association. (e) all information about the type, design and proposed location for the structure. (f) a written certification that installation of the Antenna in the designated preferred locations would not afford sufficient signal strength for adequate reception, and (g) a precise statement describing the alternative location where sufficient signal strength is adequate for reception.

III. INSTALLATION RULES

A. Antenna Size and Type

1. Residents may install an Antenna that is one meter (39.37 inches) or less in diameter within their exclusive use area or the designated common element area. Any structure larger than one meter in diameter is strictly prohibited.

2. Pursuant to the FCC regulations, residents may install a regular TV antenna designed to receive local broadcast stations.

3. Residents may not install any type of antenna or other device which transmits a signal of any sort or disrupts the reception of the radios and television sets of neighbors. Such installations are strictly prohibited.

4. Residents may not install any type of Antenna not specifically protected by the FCC regulations.

5. Only one (1) Antenna for each type of permitted service may be installed. If a resident wishes to install an additional Antenna for a particular type of permitted service, prior written approval must be obtained from the Board.

B. Location

1. In the event that a resident is not able to install the Antenna in an area within the resident's complete and exclusive use in a manner that complies with this Resolution, the resident must submit an application to the Board to install the Antenna in an approved common element area as required in Section II above. Common element areas that the Board will consider for approval in a resident's application are the roofs of the common element Meter Rooms located adjacent to the units.

2. Unless a resident obtains prior approval from the Board of Directors, residents are not permitted to install an Antenna that in any way, shape or form encroaches upon or penetrates any common element, or any other resident's individual unit or limited common element space. This restriction includes any intrusion in to the common element or unit air space.

3. Residents must locate their Antenna in a place and manner which shields it from view from the nearest street(s) or from other units in the condominium to the maximum extent possible. The color of the Antenna should blend with the existing colors of the surrounding area. If not possible, protective covers are available in the marketplace to enhance the compatibility of the color of the Antenna with the surrounding area's colors.

4. The Board of Directors reserves the power to require a resident to install visual barriers, natural or otherwise, around the device to diminish any adverse visual effect that may be caused by the installation of the antenna, provided that doing so will not: a) unreasonably delay or prevent installation, maintenance or use of an antenna; b) unreasonably increase the cost of installation, maintenance or use of an antenna; or c) preclude reception of an acceptable quality signal from an antenna.

C. Other Rules for Installation on Rooftop When Meter Room Rooftop Installation is Approved in Advance by the Board of Directors

1. Residents may not install an Antenna that extends higher than is absolutely necessary for reception of an acceptable quality signal, so long as such requirements will not prevent, increase the cost of, or cause an unreasonable delay in the installation, maintenance, or use of such antennae.

2. Residents must ensure that their installation does not damage the common elements, or anyone else's individual unit.

3. Residents must ensure that their installation complies with all applicable local and state building codes and manufacturer's instructions, provided that those regulations are not superseded by Federal law. Residents shall provide the Board with a copy of any applicable governmental permit if it is required for safety purposes.

4. Residents are required to exercise their best efforts to install their Antenna and wiring in such a way and location where they can obtain an acceptable quality signal with the least adverse impact upon the aesthetic appearance of the building, including the hiding of wiring as much as possible, provided such installation shall not unreasonably delay maintenance, installation or use of the antennae, or unreasonably increase the cost of the installation.

5. After installation of the Antenna, residents must ensure that the Antenna always remains properly secured so that it does not jeopardize the structural integrity of any structure or the safety of any person near the Antenna, particularly during times of great wind velocity.

6. Residents are responsible for any damage to the Association's common elements, another unit or any other person or property which is caused by or related to the installation or continued presence of any Antenna and/or mast within the property.

7. The Association reserves the power to specially assess the responsible unit owner for all costs incurred to rectify any damages caused to the roof or common elements, as determined solely by the Board of Directors, caused or associated in any way with the resident's installation or removal of the Antenna.

8. Residents must permanently ground and properly affix all wiring in order to minimize the possibility of all safety hazards. Whenever a resident removes the Antenna, the resident is responsible for the complete sealing of the area of penetration and proper disposal of any unused wiring. The Association reserves the right to enter any unit in order to inspect the area of installation in order to ensure compliance with this requirement.

9. Antennae shall not be placed anywhere near power lines (above-ground or buried). Residents must ensure that wind velocity or other forces could not cause the Antenna to collide with a power line.

10. Residents may not penetrate the exterior walls or finished non-roof surfaces of any building to either install an Antenna or to connect wiring from the Antenna to the interior of their unit.

11. Residents shall ensure that the installation of their Antennae does not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other area that the Association's agents will need access for the safe operation of the Condominium.

12. Residents shall hold the Association harmless from any and all damages or repairs to the roof or roof components that the Board of Directors attributes in any way to the existence or installation of an Antenna on the roof of a common element Meter Room.

D. Maintenance

1. The Antenna shall always remain the property of the resident; accordingly, the resident shall have the full responsibility to maintain the Antenna and the continuing duty to prevent the Antenna from falling into disrepair or becoming a safety hazard.

2. If an Antenna becomes detached or dislodged, the resident must promptly correct the situation. If the detachment or dislodgment threatens anyone's safety, the Association may remove the Antenna at the expense of the resident.

3. Residents shall be responsible for repainting or replacing their Antenna if the appearance of the exterior surface of their Antenna deteriorates or is damaged in any way.

E. Removal

1. Any Antenna that is no longer in use must be promptly removed by the resident who installed the Antenna. If an Antenna was installed by a prior resident and that Antenna is no longer in use, the current resident is responsible for the prompt removal of the Antenna.

2. Any Antenna installed prior to the effective date of this Resolution that is no longer in use must be removed by the current resident within sixty (60) days of the effective date of this Resolution.

3. Any Antenna installed prior to the effective date of this Resolution that is currently in use and is located in an area that is not within the complete and exclusive use of the resident, must be removed by the current resident within sixty (60) days of the effective date of this Resolution and placed in an area within their complete, exclusive use (including Limited Common Elements) and which does not require any penetration into or over the common elements. In the event that the resident is not able to

install the previously-existing Antenna in an area within the resident's complete and exclusive use in a manner that complies with this Resolution, the resident must within sixty (60) days of the effective date of this Resolution submit an application to the Board to install the previously-existing Antenna in an approved common element area.

IV. RESALE CERTIFICATE

If a resident requests the Association to provide a resale certificate for a unit served by an Antenna installed by the resident, a representative of management shall inspect the installation prior to providing the resident with the resale certificate in order to ensure compliance with the Association's Rules and Regulations. In light of the fact that a resident may remove the Antenna after management's inspection but before the settlement on the sale, the Association shall expressly reserve the right in the resale certificate to re-inspect the unit in order to ensure that the resident properly restored the common elements or limited common elements during the removal process. If the resident failed to do so, the Association shall disclose in the resale certificate that it reserves the power to assess the new resident of the unit for the cost of restoring the common elements or limited common elements to their proper condition.

V. INSURANCE

The Association shall not accept any responsibility to insure any Antenna installed by a resident. The Antenna shall be considered the personal property of the resident who installed the Antenna.

VI. ENFORCEMENT

A. If any resident violates any of these Rules and Regulations, the Association reserves all of its legal remedies, including, but not limited to, the assessment of special charges against the offending resident as a sanction.

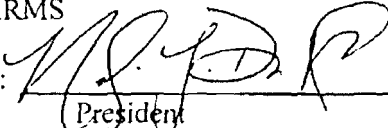
B. If any Antenna installation poses a serious, immediate safety hazard or threat to property, the Association reserves the power to remove the Antenna without notice to the resident; however, whenever feasible, the Association shall provide advance written notice to the resident of the Board's concerns for safety and its request of the resident to remove, relocate, or resecure the Antenna.

VII. SEVERABILITY

If a Court of law rules any provision herein to be invalid, the remainder of these rules shall remain in full force and effect.

The effective date of this Resolution shall be September 23rd, 2009.

UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK
FARMS

By: 
President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors of the Unit Owners Association of

The Condominiums at Kirkpatrick Farms held on September 23, 2009.

Motion by: Greg Moulthrop Seconded by: Matthew Spaulding


OFFICER:	VOTE:	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>[Signature]</u> Vice President	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Lynessa Stancato</u> Secretary	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>X</u>
<u>[Signature]</u> Treasurer	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>[Signature]</u> Director	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Resolution effective: September 23, 2009.

CERTIFICATE OF MAILING OR DELIVERY

The Managing Agent hereby attests that this Policy Resolution 09-01 was mailed and/or hand-delivered to the addresses of record of the Unit Owners on this 22nd day of October, 2009.

10/22/09
Date


John Adams, Managing Agent

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**THE UNIT OWNERS ASSOCIATION OF THE CONDOMINIUMS AT KIRKPATRICK
FARMS
POLICY RESOLUTION NO. 09-02**

(Policy and Procedures Maintenance and Replacement of Dryer Vents)

WHEREAS, Article III, Section 2 of the Bylaws assigns to the Board of Directors ("Board") all of the powers and duties necessary for the administration of the affairs of the Association ("Association"); and

WHEREAS, Article III, Section 2(f) of the Bylaws grants the Board the power to make and amend rules and regulations for the Association; and

WHEREAS, Article IV, Section (c) of the Declaration provides that the heating and air-conditioning components serving only a Unit, are part of that Unit, and this Section also provides that if any chutes, flues, ducts, conduits, wires, bearing walls or columns or any other apparatus, lies partially within or outside of the Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit; and

WHEREAS, Article VI, Section 5(b) of the Bylaws provides that "each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition"; and

WHEREAS, Article VI, Section 10 of the Bylaws states that the Association shall have the right of entry into any Unit if necessary to perform any maintenance or repair responsibilities of the Unit Owner so long as requests for entry are made in advance and that such entry is at a time reasonable convenient to the Unit Owner (except for emergency circumstances); and

WHEREAS, certain unit components, due to their nature, may constitute a risk to the health and safety of people and property within the Condominium if a Unit Owner fails to perform necessary maintenance on such components; and

WHEREAS for the protection of the property and the safety of all residents, the Board wishes to establish a policy regarding the inspection of dryer vents; and

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board duly adopts the following rules and policies.

A. Required Periodic Maintenance. Unit Owners are required to perform periodic cleaning and inspections of the dryer vents at least once every two (2) years. If the inspection shows maintenance is required for safe operation of the component, maintenance must be promptly performed.

B. Proof of Compliance. Unit Owners must demonstrate compliance with this policy by submitting a copy of a paid receipt from a professional company with experience and expertise in performing the required maintenance. The paid receipt must clearly demonstrate that the contractor has comprehensively inspected and performed any necessary maintenance on the system, which, for dryer vents must explicitly reflect that the dryer vents were cleaned and inspected. The submission must be received by the Association by the deadline set forth in any notice issued by the Association.

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The Board of Directors may, from time to time, promulgate certification and inspection forms for mandatory use by unit owners and their contractors. The deadline for the first inspection/cleaning of all unit components shall be April 30, 2010, and every two years thereafter.

C. Replacement Dryer Vents. All Unit Owners must ensure that any replacement dryer installed in their Unit must have manufacturer's specifications that meet or exceed code requirements relative to the length that the dryer vent runs serving such Unit Owner's unit at the time the replacement dryer is installed.

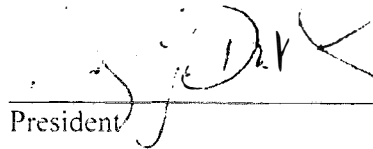
Prior to installing any replacement dryer, all Unit Owners must submit a written request to Management along with the appropriate documentation showing that the replacement dryer is compatible with the dryer vent serving such unit.

Upon receipt of the dryer vent replacement request, Management will review whether the replacement dryer is consistent with the dryer vent serving such unit and notify the owner of the decision within fifteen (15) days. Management shall approve all requests where the replacement dryer is consistent with the specifications for the dryer vent serving such unit, and deny all requests where the replacement dryer is inconsistent with the specifications for the dryer vent serving such unit. For any request that is denied the Association shall provide in writing the reason for its decision.

C. ENFORCEMENT. If any Unit Owner fails to completely comply with this policy, the Board of Directors reserves the right to exercise its power to retain one of the pre-selected contractors to perform the inspection and cleaning work and to then assess the Unit Owner with all of the costs, including, but not limited to, a \$100.00 administrative fee, as well as any legal, locksmith, or other professional fees incurred by the Association. In addition, the Board of Directors may initiate any other enforcement action against the Unit Owner, including, but not limited to, the imposition of monetary fines as a sanction for a violation of this policy in accordance with the Association's due process policy.

The effective date of this Resolution shall be December 31, 2009.

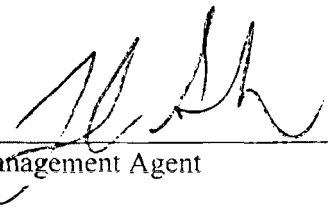
**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**



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 Unit Owners Association of the Condominiums at Kirkpatrick Farms on this 18 day of February, 2010.



Management Agent

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held December 16th
2009

Motion by: Janessa Stancato Seconded by: Adam Dean

	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>Nadine DuVal</u> President				<u>X</u>
<u>[Signature]</u> Vice President	<u>✓</u>			
<u>Janessa Stancato</u> Secretary	<u>✓</u>			
<u>[Signature]</u> Treasurer	<u>X</u>			
<u>[Signature]</u> Director	<u>X</u>			

ATTEST:
Janessa Stancato 12-16-09
Secretary Date
Resolution effective: December 31, 2009.

**THE UNITS OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION

ASSESSMENT COLLECTION POLICY

WHEREAS, Section 55-79.53 of the Virginia Condominium Act, Code of Virginia (1950, as amended) (the "Condominium Act") charges all owners and all those entitled to occupy a Unit with compliance with the Declaration and Bylaws of the Association as amended;

WHEREAS, Article III, Section 2, of the Bylaws of the Unit Owners Association of the Condominiums at Kirkpatrick Farms ("the Association") grants and assigns the Board of Directors ("the Board") the power to make assessments, establish the means and methods of collecting such assessments and establish the period of the installment payment of the annual assessment;

WHEREAS, Article III, Section 2, of the Bylaws of the Association grants and assigns the Board of Directors the power to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Condominium;

WHEREAS, the Board of Directors hereby adopts the following policy:

I. ROUTINE COLLECTIONS

- A. The Board shall establish the annual assessment at the time that it approves the budget for the upcoming fiscal year.
- B. The Association will notify the Owners of the annual assessment by first class mail, mailed to the address appearing on the books of the Association, which, unless modified in writing sent by first class mail by an Owner to the Association's managing agent, will be the address of the property owned by the Owner within the Association. All Owners are under a legal duty to seek out information about the annual assessment if they do not receive the Association's notice.
- C. The Association's fiscal year will begin on the first day of January of each year, at which time the annual assessment shall become due and payable; however, the Board shall provide Owners whose membership is in good standing with the option to pay the annual assessment in twelve (12) monthly installments. The annual assessment shall be payable in equal monthly installments due and payable on or before the 1st of each month ("Due Date"). The Association shall allow a grace period for payment within fifteen (15) days of the Due Date.

- D. Owners may make arrangements with the Association's management company to pay the monthly annual assessment installment through a direct debit program. If an Owner chooses not to pay the monthly installments through the direct debit program, the Owner must ensure that the Association receives payment on or before the expiration of the grace period.

II. SPECIAL COLLECTIONS

If the Association charges special or additional assessments, the due date for payment of such assessments shall be set forth in notice of special or additional assessments delivered or mailed to an Owner. If no due date is included in the notice, the assessment is due immediately when assessed and will be considered delinquent after fifteen (15) days. Special or additional assessments include bills for water usage charged against a unit.

III. REMEDIES FOR NONPAYMENT OF ASSESSMENT

- A. If the Association does not receive payment of Assessments within the fifteen (15) day grace period, the Association shall designate the account as "late" on the sixteenth (16th) day, and it shall accrue a late charge in the amount of Twenty-Five Dollars (\$25.00), or such other amount as may be established by the Board of Directors from time to time.
- B. A "Late Notice" may be sent to Owners who have not paid their Assessments by the Due Date. The Late Notice may inform the Owner that late fees and/or interest may accrue. The lack of receipt of the notice shall not excuse the Owner of the obligation to pay the late fee or any Assessments. Management shall add the costs of mailing such notice to the Owner's account.
- C. If the Association does not receive payment of Assessments within fifteen (15) days of the Due Date, the Association may send a Notice to the Owner which informs the Owner of the late fees and other charges added to the account and of the Association's policy concerning acceleration and the suspension of privileges.
- D. If payment is not received within fifteen (15) days after the Due Date, interest charges shall automatically be imposed on the principal amount unpaid from the Date Due until paid at the legal rate of interest set forth in the Virginia Code.
- E. If payment in full, including late charges, is not received by the managing agent within sixty (60) days after the Due Date, the Association may accelerate the remaining installments of the Annual Assessment and refer the matter to legal counsel for legal action, which may include the recording of a lien against the title to the Owner's Lot and filing a civil suit against the Owner to collect the delinquent Assessments, plus accrued legal fees, late charges, interest and costs. The cost of filing both the lien and the civil suit will be added to the account, plus accrued late fees, interest, and all other costs incurred by the collection process.

- F. The Board of Directors may authorize counsel to foreclose on the liens filed against the property.
- G. If an Owner submits a check to the Association which fails to clear the Owner's account, the Association shall assess a forty dollar (\$40.00) charge to the Owner's account.
- H. If the Association receives from any Owner, in any accounting year, two or more returned checks for payment of Assessments, the Board may require all future payments to be made by certified check or cashier's check or money order for the remainder of the fiscal year.
- I. For bookkeeping purposes, the Association shall apply payments received from delinquent owners in the following order:
 - 1. Any legal fees and costs of collection;
 - 2. Late charges and interest;
 - 3. All other incidental charges or fees for collection incurred by the Association;
 - 4. Any and all Additional or Individual Assessments; and
 - 5. The oldest past due annual assessments installments.

IV. SUSPENSION OF PRIVILEGES

- A. In addition to the enforcement procedures detailed above, the Board of Directors shall also have the authority to suspend the voting rights of an Owner and/or suspend the right of an Owner or occupant, and the right of such person's family, guests and invitees to use the Association's recreation facilities and other privileges for any period during which there are unpaid assessments against an Owner's unit for a period exceeding sixty (60) days.
- B. Prior to the suspension of any voting rights or the right to use the Association's recreational facilities or other privileges, the Association will provide the Owner with written notice of its intent to suspend the delinquent Owner's rights and afford the delinquent Owner with the right to request a hearing.
- C. The suspension shall remain in effect until the Owner pays all amounts due or the Board determines, after a hearing, that suspension of privileges is not warranted. Upon payment of all amounts due, the managing agent will confirm that the Owner is current in the payment of all amounts owed within ten (10) days of the Owner's payment.

V. MISCELLANEOUS

- A. The Association may grant a waiver of interest upon petition in writing by an Owner alleging a personal hardship or other exceptional cause. Such relief granted to an Owner shall be appropriately documented in the Association's books and records along with the name of the person or persons representing the Board granting the relief and the conditions upon which such relief was granted. Waivers shall be made on a case-by-case basis upon review of particular circumstances. Furthermore, any waiver on one occasion shall not be deemed or construed as a waiver in any future instance of delinquency by such Owner or any other Owner.

The effective date of this resolution is: July 1, 2016

This resolution was duly adopted by the Board of Directors this 29th day of June, 2016.

The Unit Owners Association of the
Condominiums at Kirkpatrick Farms

By: Colin Murray, President

THE UNITS OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS

RESOLUTION ACTION RECORD

Resolution Type/Number: Policy Resolution No. 2016 -

Duly adopted at a meeting of the Board of Directors held on June 29, 2016.

Motion by: Colin Murray

Seconded by: Greg Matthews

VOTE:

	Yes	No	Abstain	Absent
<u>Colin Murray</u> President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>B. Zang</u> Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Rebecca Makiy</u> Treasurer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Brian R. R.</u> Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>M. M.</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Brian R. R.
Secretary

6/29/16
Date

I hereby certify that I mailed a copy of the foregoing resolution to all members of the Association
on August 7, 2016.

J. E.

6/29/16
Date

**THE UNIT OWNERS ASSOCIATION OF THE CONDOMINIUMS AT KIRKPATRICK
FARMS
POLICY RESOLUTION NO. 10-01**

WHEREAS, the Board of Directors recognizes that some members of the community wish to operate businesses and various forms of commercial activity within their homes:

WHEREAS, Article XI, Section 1(a) of the Bylaws provides that except as provided in the Declaration, no Unit shall be used for any purpose other than housing, home occupations allowed by local zoning ordinances and subject to Rules and Regulations which may be promulgated by the Board of Directors, and the related common purposes for which the Property was designed: and

WHEREAS, Article III, Section 2(f) of the Association's Bylaws empowers the Board of Directors to make and amend Rules and Regulations: and

WHEREAS, the Board of Directors has determined it necessary to adopt a procedure in which residents can seek Board approval of home-based businesses that will be open to the public or receive substantial commercial activity in accordance with the Board's objective of maintaining and protecting the residential character of the community:

WHEREAS, the Board deems it in the best interest of the Association to adopt standards for the purpose of clarifying how the Association's Board will interpret and enforce Article XI, Section 1(a) of the Bylaws when in receipt of an application for a home-based business that will be open to the public or that will receive substantial commercial activity.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD ADOPTS THE FOLLOWING POLICY:

GENERAL PURPOSE OF POLICY

The Board of Directors seeks to protect and promote the residential character of the Condominium. Simultaneously, the Board recognizes that some forms of home offices and businesses are not inconsistent with the "residential nature of the Property." The purpose of this policy is to help the Board, and the community's membership define the parameters of home offices and businesses that are acceptable within the Condominium.

Those members who wish to take advantage of the Board's home office/home business policy must comply with the Criteria of Policy, as stated below. If the Board receives a formal complaint about a member's home office/home business, the proprietor of the home office/home business shall have the burden to show that his or her activity satisfies the Criteria of Policy; however, if the proprietor of the home office/home business received prior written approval from the Board for the activity, the burden to show that the activity does not satisfy the Criteria of Policy shall rest with the complainant.

CRITERIA OF POLICY

- 1) Any "home business" use that complies with the zoning for the Condominium property is presumed to comply with the Association's Condominium Instruments, Rules and Regulations, unless such use violates some other provision of the Condominium Instruments, Rules and Regulations.
- 2) Any member who establishes a "home office" (that term signifies an office for a licensed or certified practitioner) or conducts a "home business" from the home must take all necessary and appropriate steps to preserve the residential character of the property in both its external and internal appearance.

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- 3) Any member who establishes a home office or conducts a home business must use the home as a primary place of residence. The home office or home business must constitute a secondary use ancillary to the use of the dwelling as a residence.
- 4) The activity of the home office or home business must not attract or use commercial vehicles within the community.
- 5) The activity of the home office or home business must not adversely affect the Association's ability to obtain or maintain its insurance coverage(s). The Board reserves the right to require the member to name the Association as an additional insured on the member's insurance policy in a manner satisfactory to the Board. If the member does not comply with the Board's requirement, the Board reserves the right to prohibit the member from operating the home office or home business within the community.
- 6) The activity of the home office or home business may involve the employment of one (1) employee, other than the dwelling's legal occupants.
- 7) The activity of the home office or home business must not involve the provision of services to any more than 3 persons within the dwelling at any one time, and no more than 5 persons in any single 24 hour period (except for childcare services, as set forth below).
- 8) The home office or home business must not use any exterior advertisement or display of any kind to show that the member uses the dwelling in any way other than for a residential dwelling.
- 9) The activity of the home office or home business must not involve the storage, use, or sale of goods, equipment or materials which are not customarily part of, or found within, a residential dwelling.
- 10) The activity of the home office or home business must not unreasonably disrupt the normal traffic or parking patterns anywhere within the community.
- 11) The activity of the home office or home business must not create unreasonable audible disturbances or noise. At all times, the activity of the home office or home business must respect the right of quiet enjoyment of all legal occupants within the community.
- 12) The home office or home business must not involve any activity which draws non-resident members to the community during the weekends or anytime before the hours of 7:00 a.m. or after 6:00 p.m. weekdays, except to the extent permitted by the Zoning Ordinance.
- 13) If the primary service of the home office or home business is the care or custody of children, the operator must ensure that the patrons will be safely and properly supervised and cared for at all times, particularly during the times of drop-off and pick-up and during any time when the patrons are in the common area.
- 14) Operators of child care services within their units must comply with all County requirements regarding the maximum number of children who may be placed under his or her care at any time, and must obtain and maintain all necessary licenses. This restriction shall be enforced strictly.
- 15) Operators of a child care service are strictly prohibited from utilizing the Association's recreational facilities in connection with the operation of their business.
- 16) The activity of the home professional office or business must be lawful in all respects and must fully comply with all applicable federal, state, and county laws and ordinances. In addition, the operator

of the professional office or business must obtain all applicable permits and licenses from the appropriate government agencies, which the proprietor must make available to the Board upon request. If any of the criteria described herein conflict with and/or are less restrictive than the County or State laws regarding the activity, the applicable County or State law shall govern.

HOME OCCUPATIONS NOT PERMITTED

Under no circumstances shall the following occupations be permitted within the Association:

- 1) Veterinary care of any kind;
- 2) Fee-based animal care of any kind;
- 3) Barbershops, beauty parlors, or hair care service of any kind;
- 4) Eating establishments;
- 5) Gift shops;
- 6) Repair services;
- 7) Antique shops.
- 8) Any businesses prohibited under the Loudoun County Zoning Ordinance.

This list is not designed to be comprehensive.

APPLICATION FOR APPROVAL PROCESS

Members who wish to operate a home office or home business must submit an application to the Association and receive prior approval from the Board of Directors or a standing or special committee of its choice, which may exercise all of the powers expressed herein. If the Board of Directors determines that the activity of the home business is in compliance with the above-stated criteria, it shall approve the application.

Members must ensure that the application contains precise detail concerning the proposed use that the member or the legal occupant desires to make of the dwelling and why the Board of Directors should approve the application. Copies of all necessary permits, licenses or certificates of insurance required by the Board of Directors and/or the applicable governmental authorities to operate the business, must be provided along with the application.

Members shall also bear the burden of establishing that the intended business use of their home complies with the provisions set forth in this Policy Resolution.

The Board of Directors reserves the power to require the applicant to send a notice of the application to other members within the community, as selected by the Board, prior to the time when the Board formally reviews the application.

The Board of Directors shall consider all applications at duly called meetings, which shall be open to the membership. Members in opposition to, or in support of, the application may reserve time at the hearing to speak about the application.

The Board reserves the power to revoke any approval previously issued if another member of the Association files a complaint and demonstrates that the activity does not satisfy the criteria of this policy. The process for revocation of an approval shall be the same as the regular enforcement policy, as expressed below.

ENFORCEMENT POLICY

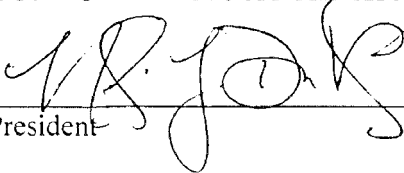
Any violation of this Resolution may be subject to enforcement action in accordance with the Condominium Instruments. Such enforcement action may include, but is not limited to the imposition of

monetary charges and the suspension of membership privileges, pursuant to Section 55-79.80:2 of the Virginia Condominium Act.

The Board may also exercise other enforcement procedures and remedies authorized by the Virginia Condominium Act, including, but not limited to, the initiation of a lawsuit.

This Resolution was duly adopted by the Board of Directors on this 27th day of January, ~~2009~~ 2010

**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**



President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held January 27, 2010

Motion by: Greg Maulthrop Seconded by: Janessa Stancato

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Janessa Stancato</u> Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Treasurer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Director	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ATTEST:
Janessa Stancato 1/27/10
Secretary Date

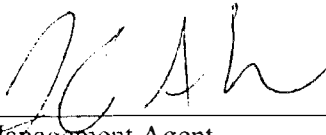
Resolution effective: January 27 2010, 2009.

K:\31.31140-RESOLUTION\091125 In Home Business.doc

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of The Unit Owners Association of the Condominiums at Kirkpatrick Farms on this 18 day of February, 2010.



Management Agent

**THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION NO. 10-02

(Policy Regarding Vehicles and Parking)

WHEREAS, Article III, Section 2 of the Bylaws for the Unit Owners Association of The Condominiums at Kirkpatrick Farms ("Association") provides that the Board of Directors shall have all of the powers and duties necessary for the administration and affairs of the Association and may do all such acts and things, except for those matters which the Virginia Condominium Act ("Act"), the Association's Declaration or the Bylaws require to be exercised and done by the Association;

WHEREAS, Article III, Sections 2 and 2(f) of the Bylaws empower the Board to adopt and amend rules and regulations from time to time as needed for the benefit and enjoyment of The Condominiums at Kirkpatrick Farms ("Condominium");

WHEREAS, Article IX of the Declaration of The Condominiums at Kirkpatrick Farms and Article XI, Section 4(a) of the Bylaws provide that except for parking spaces located within garages that are part of an individual Unit and except for parking spaces which may be assigned or reserved pursuant to the Declaration and subject to such parking or other easements that may exist in favor of the Declarant or others, all other parking spaces located on the Condominium Property shall be deemed Common Elements and available for use by all Unit Owners on a first-come, first-served basis, subject to the Association's rules and regulations;

WHEREAS, Article XI, Section 4(a) of the Bylaws further provides that each Unit Owner shall comply in all respects with any rules and regulations adopted from time to time by the Board of Directors regarding parking and traffic control within the Condominium, and that the Board of Directors is authorized to adopt such rules and regulations;

WHEREAS, Article XI, Section 2 of the Bylaws provides that each Unit Owner shall be responsible for compliance with all rules and regulations by the Unit Owner's family members, guests, agents, invitees and tenants;

WHEREAS, Article X, Section 1(h)(2) of the Bylaws provides that in the event of a violation of any rule or regulation or the breach of any Bylaw or Declaration provision, the Board of Directors shall have the right, in addition to other rights set forth in the Bylaws, to use self-help to remove or cure any violation of the Condominium Instruments or rules and regulations that occurs on the Common Elements, including, without limitation, the towing of vehicles;

WHEREAS, Article XI, Section 1(g) of the Bylaws prohibits commercial trucks, buses or commercial vehicles from being kept or parked overnight on any portion of the

Condominium Property, including within any garage, and further that trailers, campers, recreational vehicles, house trailers, boat trailers or boats cannot be parked in a garage;

WHEREAS, Article XI, Section 1(g) of the Bylaws further provides that no vehicle can remain on the Condominium Property unless it has current state license plates, a current inspection sticker and complies with all other applicable laws;

WHEREAS, Article XI, Section 1(g) of the Bylaws also provides that the repairing of vehicles of any kind is not permitted within the Condominium Property;

WHEREAS, Article X, Section 2(a) of the Declaration provides that each Unit Owner's easement for ingress and egress through the General Common Elements is subject to the rules, regulations and restrictions established by the Association; and,

WHEREAS, the Board of Directors deems it to be in the best interests of the Association to adopt rules and regulations pertaining to the parking of vehicles on the Condominium Property.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules and regulations are adopted with respect to parking within all areas of The Condominiums at Kirkpatrick Farms.

I. PARKING REQUIREMENTS

In order for Units Owners and their family members, tenants, guests, agents and invitees to validly park in the Common Element Parking Spaces, the Unit Owner must be current in all assessments owed, unless excused in writing by the Board, and the vehicle must meet the requirements of Section IV below. If the Board intends to suspend a delinquent owner's right to park in the Common Element Parking Spaces, the Board must first provide the owner with a right to request a hearing to contest the suspension, as provided in Section 55-79.80:2.

II. PARKING AREA

- A. All Unit Owners and their family members, guests, tenants, agents and invitees may park their vehicles in any parking space in the Common Element Parking Spaces on a first-come, first-served basis.
- B. No vehicle may be parked in a Common Element parking space unmoved for more than thirty (30) days.
- C. No Prohibited Vehicles as defined by Article IV of this Policy may be parked in the Common Element Parking Spaces or anywhere within the premises of the Condominium.

III. RULES AND REGULATIONS

- A. Use of Parking Areas. No person shall use the parking areas for any purpose other than vehicular parking. People may park vehicles only in designated parking spaces and areas. All unapproved vehicles are prohibited from the parking spaces except when picking up or delivering passengers or merchandise or during the performance of work or services at the location.
- B. Fire Lanes and No Parking Zones. No person shall park vehicles in fire lanes or no-parking zones marked with a painted yellow curb.
- C. Repairs. The performance of major repairs or maintenance of vehicles, or the painting of vehicles, is not permitted anywhere within the premises of the Condominium, except that repairs or maintenance of a minor nature, such as the repairing of a flat tire or the re-charging of a dead battery, are permitted.
- D. Dumping of Materials. The dumping, disposal or leak of oil, grease, or any other chemical residual substance, or any substance or particles from holding tanks of any vehicles, is not permitted within the Condominium's premises.
- E. Operator's Responsibilities.
 - 1. No person may park more than one (1) vehicle within each parking space in the Common Element Parking Spaces.
 - 2. The parking of any vehicle, including motorcycles, on any sidewalk or Common Element not specifically designated for vehicle parking is strictly prohibited.
 - 3. No person shall park a vehicle in any manner that impedes the normal flow of traffic, blocks any mailbox, or prevents ingress and egress of any other vehicle to adjacent parking spaces or the open roadway.
 - 4. No vehicle shall be parked in a manner such that it extends backward beyond the parking lines or crosses over the parking lines.
 - 5. No person shall park any vehicle perpendicular to the marked parking spaces.
 - 6. Vehicles shall be operated only on the paved roadways of the Condominium's premises.

7. Any person who operates a motorized vehicle within the Condominium's premises must have a proper operating license.
 8. Any vehicle that is not properly registered with the Commonwealth of Virginia or Loudoun County or does not display current Virginia license plates (unless an out-of-town guest) and inspection stickers is not permitted to park on the Condominium's premises. This does not pertain to active-duty military personnel that possess an exemption from such registration requirements.
 9. For the safety of all children and residents, all vehicles must observe the maximum posted safe speed within the Condominium's premises.
 10. The bucket washing of vehicles shall not be done within the Common Element Parking Spaces or on the streets or roadways within the Condominium's premises.
 11. Vehicle security alarms may not sound for more than fifteen (15) minutes. There shall be no excessive blowing of car horns or playing of car radios or stereos.
- F. Unit Owner's Responsibilities. All Unit Owners must ensure that their family members, tenants, guests, invitees, agents and/or contractors comply with these rules and regulations.

IV. PROHIBITED VEHICLES

A. Commercial Vehicles

The following Commercial Vehicles shall be prohibited from parking at all times within the premises of the Condominium:

1. Any vehicle in which the driver is ordinarily hired for transport, including, but not limited to, taxis, limousines, passenger vans or buses; or
2. Any vehicle with uncovered exterior logos, signs, letters, numbers, advertising, or irregular and distinct coloring which creates the appearance of a commercial vehicle; or
3. Any unmarked vehicle with commercial paraphernalia or equipment attached, strapped, or affixed to the exterior of the vehicle,

including, but not limited to, storage containers, racks, ladders, pipes; or

4. Any unmarked vehicle with an excessive amount of commercial equipment or supplies within the interior of the vehicle which is readily visible from the windows of the vehicle, including, but not limited to, pesticide, paint buckets, propane, tanks, cabling, uncovered or unsecured tools or other supplies; or
5. Any unmarked vehicle, which because of its irregular height, length, shape, or weight, is not a conventional passenger car and is more suited for a commercial purpose; or
6. Any van designed for the transport of furniture, goods, equipment, animals or scheduled transportation.
7. Police cars are allowed and are not considered to be Commercial Vehicles.

This definition of the term "Commercial Vehicle" shall be read and interpreted in conjunction with the Loudoun County Code's definition thereof, and in the event that this Resolution is more restrictive than the Loudoun County Code, this Resolution shall govern.

- B. Inoperative Vehicles. Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle or any vehicle which is partially or totally disassembled as a result of the removal of tires, wheels, engine, or other essential parts required for legal operation of a vehicle, shall be prohibited from parking at all times within the premises of the Condominium.
- C. Abandoned Vehicles. No vehicle may be left unmoved in a Common Element Parking Space for more than thirty (30) days (if not otherwise approved in writing by the Board to park for a longer period of time). In cases where a violation is committed, a notice will be placed on the vehicle, and if no response is received within three (3) days, the vehicle will be subject to towing at the vehicle owner's sole risk and expense.
- D. Other Equipment and Machinery. Any agricultural, industrial, construction or similar machinery or equipment is prohibited from parking at all times within the premises of the Condominium.
- E. Recreational Vehicles. The following vehicles are prohibited from being parked at all times within the premises of the Condominium: Any motor home, self-contained camper, mobile home, boat, all-terrain vehicle, dune buggy, trailer, boat trailer, pop-up camper/tent trailer, horse trailer, any

trailer or semitrailer used for transporting waverunners, jet skis, motorcycles, or all-terrain vehicles, whether or not such trailer or semitrailer is attached to another vehicle, and any other type of vehicle primarily designed for recreational use, as opposed to conventional passenger use.

F. Allowable Vehicles. Notwithstanding Section IV, paragraphs A through E above, the following vehicles are permissible:

1. Regular passenger vehicles as defined by the Code of Virginia.
2. Motorcycles and mopeds.
3. Rental trucks for move-ins or move-outs for a period of not more than twenty-four (24) hours.
4. Commercial vehicles servicing a unit, but only from the hours of 7:00 a.m. to 9:00 p.m., unless otherwise approved in writing by the Board of Directors.

V. LIABILITY

- A. The Association assumes no responsibility for any damage to any vehicle parked or operated within the premises of the Condominium.
- B. Unit Owners shall be liable to the Association for any costs incurred by the Association to repair or repaint any part of the parking facilities or parking spaces damaged by the negligence or intentional act of a Unit Owner or his or her tenants, guests, invitees, agents and/or contractors.

VI. ENFORCEMENT

A. In General

1. Vehicle Removal. The Board of Directors or its designated representative shall have the authority to have any vehicle not in compliance with the provisions of this Resolution removed from the premises of the Condominium. All costs and risks of towing and impoundment shall be the sole responsibility of the vehicle's owner.
2. Violations Subject to Immediate Towing. Any vehicle: (a) parked within fifteen (15) feet of a fire hydrant or in a designated fire lane or in the yellow no-parking zone; (b) occupying more than one (1) parking space; (c) extending beyond the parking space lines; (d) parked perpendicular to the marked parking space or on a grassy

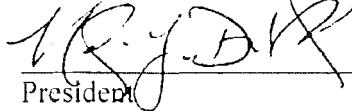
area or sidewalk; (e) impeding access to sidewalk ramps or mailboxes; (f) constituting a safety hazard; or (g) that is parked in a Common Element Parking Space and whose security system has been triggered and allowed to continue unattended for more than fifteen (15) minutes, shall be subject to immediate removal without notification to the owner of the vehicle. If a vehicle can be identified as being owned by a Unit Owner or resident, or a guest of a specific Unit Owner or resident, the Board of Directors reserves the right to impose monetary charges in accordance with Section 55-79.80:2 of the Code of Virginia in lieu of towing the vehicle.

3. Citation Notices. In the case of all other violations not addressed in Section VI.A.2 of this Resolution, the Board of Directors or its designated representative shall post a citation notice on any vehicle not in compliance with the rules and regulations of the Association. No other form of notice is required. If the owner of the vehicle does not bring the vehicle into compliance within three (3) days of the date of the notice or contact a member of the Board, the vehicle will be subject to removal by towing if the vehicle is not owned by a Unit Owner. If such vehicle is owned by a Unit Owner, the Association shall initiate an enforcement action against the Unit Owner subject to the provisions of Section 55-79.80:2 of the Code of Virginia and the provisions of the Association's policy resolution regarding due process in enforcement cases.
4. Subsequent violations committed within any consecutive three-month period shall subject the violating vehicle to immediate towing without notification and may result in the suspension of parking privileges.
5. Any requests from residents for enforcement of this parking policy by the Association against another resident must be directed to the Board of Directors in writing.
6. The Board reserves the right and power to impose monetary charges as a sanction for violations of this parking policy, subject to the limitations imposed by Section 55-79.80:2 of the Code of Virginia. Any monetary charges so imposed may be treated as assessments for the purpose of collection.
7. The Association reserves the right to exercise all other powers and remedies provided by the Association's condominium instruments or the laws of Virginia and Loudoun County.

- B. Nothing contained herein shall preclude the Board of Directors from seeking injunctive relief or any other remedy available to it in a court of equity or law.
- C. Unit Owner's Responsibilities. If the Association must enforce this resolution through any form of legal action, the offending Unit Owner shall be responsible for all expenses and/or attorney's fees incurred by the Association in enforcing the provisions of this Resolution. Requests for reimbursement of fees for towing errors shall be addressed to management. The Board will determine whether reimbursement is appropriate and will do so on a case-by-case basis.
- D. The Board of Directors reserves the right to remove any object that obstructs the flow of traffic on any roadway within the premises of the Condominium.
- E. Liability. The Association assumes no responsibility for the security of any vehicle parked within the premises of the Condominium, and it disclaims responsibility for any damage to any vehicle parked or operated within the Condominium's premises or any theft from such vehicle.

The effective date of this Resolution shall be this 28th day of April, 2010.

THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT
KIRKPATRICK FARMS


President

THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS

POLICY RESOLUTION NO. 10- 02
(Policy Regarding Vehicles and Parking)

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held April 28, 2010.

Motion by: Matthew Spaulding Seconded by: Janessa Stancato

VOTE: YES NO ABSTAIN ABSENT

M. Spaulding
President

☒ ☐ ☐ ☐

M. Spaulding
Vice President

☒ ☐ ☐ ☐

Janessa Stancato
Secretary/Treasurer

☒ ☐ ☐ ☐

M. Spaulding
Director Treasurer

☒ ☐ ☐ ☐

Adam Dean
Director

☐ ☐ ☐ ☒

ATTEST:

Janessa Stancato 4-28-10
Secretary Date

Resolution effective: April 28th, 2010.

**THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION NO. 10-03

(Procedures to Ensure Due Process in Enforcement Cases)

WHEREAS, Article III, Section 2 of the Bylaws for the Unit Owners Association of The Condominiums at Kirkpatrick Farms ("Association") provides that the Board of Directors shall have all of the powers and duties necessary for the administration and affairs of the Association and may do all such acts and things, except for those matters which the Virginia Condominium Act ("Act"), the Association's Declaration or the Bylaws require to be exercised and done by the Association; and

WHEREAS, Article III, Sections 2 and 2(f) of the Bylaws empower the Board to adopt and amend rules and regulations from time to time as needed for the benefit and enjoyment of The Condominiums at Kirkpatrick Farms ("Condominium"); and

WHEREAS, Article XI, Section 2 of the Bylaws provides that each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Directors; and

WHEREAS, Article XI, Section 2 of the Bylaws further provides that each Unit Owner shall be responsible for compliance with all rules and regulations by the Unit Owner's family members, guests, agents, invitees and tenants; and

WHEREAS, Article X, Section 1(i) of the Bylaws provides that failure by a Unit Owner to comply with any of the terms of the Association's Declaration, Bylaws and/or Rules and Regulations, shall subject such Unit Owner to other penalties that may be established by resolution of the Board of Directors, including, but not limited to, the imposition of charges, and further that such resolution is to be adopted in accordance with Section 55-79.80:2B of the Virginia Condominium Act, as amended, which requires that the Unit Owner be given an opportunity to be heard and represented by counsel before the Board of Directors; and

WHEREAS, for the benefit and protection of all Unit Owners, the Board deems it desirable to formally adopt a policy resolution to enable the Association, through its Board, to assess monetary charges, suspend privileges, and to establish a procedure for enforcement of the regulations of the Association which are consistent with principles of due process and Virginia law.

NOW THEREFORE, BE IT RESOLVED THAT the Board duly adopts the following due process procedures:

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

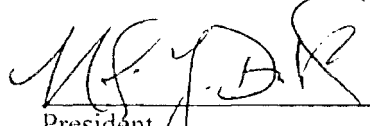
1. On behalf of the Association, the Board of Directors, through the Association's management, may issue a citation to any Unit Owner whose behavior or use of property does not conform to the Association Declaration, Bylaws and Rules and Regulations (collectively "the Condominium Instruments").
2. The Association shall first, excepting circumstances described in this Paragraph 2 that require immediate action, send a notice of citation in writing and deliver it personally or by ordinary first class mail, to the Unit Owner at his/her address listed in the Association's records, and to the property address, if the Unit Owner's listed address is different from the property address. The first notice of citation shall generally advise the Unit Owner of the nature of the offense, cite the specific provision within the Association's regulations which has allegedly been violated, specify the remedy required, and state the number of days within which the Unit Owner must complete corrective action. If the offense is of a nature that cannot be corrected, is not continuing in nature or involves the suspension of privileges for nonpayment of assessments, the Board shall have the right to forego the issuance of a first notice of citation and may proceed immediately with a second notice of citation consistent with the provisions of this paragraph 3, paragraph 4 and paragraph 5.
3. If the Unit Owner does not remedy the offense within the number of days requested in the notice of citation, the Association's Board shall issue a second notice of citation, which follows the basic form of the first notice of citation and include any additional information deemed important by the Association concerning the offense.
4. The second citation shall also advise the Unit Owner of the Association's power to impose monetary charges and to suspend privileges for offenses of the Association's regulations and shall inform the Unit Owner of his/her right to request a hearing before the Board of Directors to contest the citation. The notice of citation shall request the Unit Owner to confirm in writing by a certain date his/her desire for a hearing to contest the citation. The notice of citation shall also state the time, date and locating of the Board meeting at which the Board will render a decision in this matter, if no hearing is requested.
5. The Association shall deliver the second notice of citation by registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, to the Unit Owner at his/her address listed in the Association's records, and to the property address, if the Unit Owner's listed address is different from the property address. Notification will be deemed effective if any Unit Owner fails or refuses to sign for any certified mailing from the Association.
6. If the Unit Owner does not remedy the offense within the number of days requested in the second notice of citation, and the Unit Owner has not requested a hearing in writing by or before the hearing confirmation date, the Unit Owner shall be deemed to admit the offenses set forth in the citation.

7. The Association's Board shall render a decision at the meeting set forth in the notice, even if the Unit Owner fails to request a hearing or respond to the notice of violation(s).
8. The Association's Board shall set the time, date and place of the hearing and meeting at its discretion. Upon a request for hearing, written notice of the time, date and place of the hearing shall be mailed to the Unit Owner by registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, at least fourteen (14) days in advance of the hearing date. At the hearing, the Association's Board shall provide the Unit Owner with a reasonable amount of time to present any and all defenses to the citation. The Unit Owner may have counsel present at the hearing at their own expense.
9. Following the hearing or the meeting (if no hearing is requested), the Board shall meet privately to discuss whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended. The Board shall then hold a vote on whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended. All decisions shall require a majority vote of the members present on the Board, at a meeting where a quorum of the Board is present.
10. When the Board's judgment is unfavorable to the Unit Owner, the Board may impose monetary charges as an assessment against the Unit Owner's unit or suspend the Unit Owner's privileges. Monetary charges may not exceed \$50.00 for a single offense or \$10.00 per day for a maximum of ninety (90) days for any offense of a continuing nature, although the Association reserves the power to increase these maximum sanctions if the General Assembly enacts legislation in the future that permits the Association to do so. An offense of a continuing nature is defined as a violation of the Association's Condominium Instruments which, by its nature, remains a violation continuously for more than twenty-four (24) hours unless corrected by the Unit Owner. The Board shall treat monetary charges, and any permissible costs and attorneys fees, as an assessment against the Unit Owner's unit.
11. Notice of the decision of the Board shall be hand delivered or mailed via registered or certified mail, return receipt requested, and via first class mail, postage pre-paid, to the Unit Owner at their address of record with the Association within seven (7) days of the date of the hearing or meeting, if no hearing is requested.
12. The Association holds Unit Owners legally responsible for ensuring that the residents of their household, and their tenants, guests or invitees comply with the Association's Condominium Instruments.

13. The procedures outlined in this Resolution may be applied to all violations of the Association's Condominium Instruments, but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Association's legal documents, including, but not limited to, the initiation of suit or self-help remedies.

The effective date of this Resolution shall be this 28th day of April, 2010.

THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT
KIRKPATRICK FARMS


President

THE UNIT OWNERS ASSOCIATION OF
THE CONDOMINIUMS AT KIRKPATRICK FARMS

POLICY RESOLUTION NO. 10- 03
(Procedures to Ensure Due Process in Enforcement Cases)

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held April 28, 2010.

Motion by: Janessa Stancato Seconded by: Matthew Spaulding

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Janessa Stancato</u> Secretary/Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Director/Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Adam Dean</u> Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ATTEST:

Janessa Stancato 4-28-10
Secretary Date

Resolution effective: April 28th, 2010.

**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION NO. 12-01

(Requests for Examination and Copying of the Association's Records)

WHEREAS, Article III, Section 2 of the Bylaws of The Unit Owners Association of the Condominiums at Kirkpatrick Farms ("Bylaws") assigns the Board of Directors ("Board") all of the powers and duties necessary for the administration of the Association and provides that the Board may do all such acts and things as are not by the Condominium Act, the Declaration, the Bylaws required to be exercised and done by the Association; and

WHEREAS, Section 55-79.74:1 of the Virginia Code requires the Association to provide its members who are in good standing with the right to examine and copy certain records of the Association, subject to certain procedures approved by the Board of Directors; and

WHEREAS, pursuant to House Bill 1741 from the 2011 General Assembly Legislative Session, by no later than July 1, 2012, the Association must adopt a policy adopting a cost schedule that i) specifies the charges for materials and labor; (ii) apply equally to all members in good standing; and, (iii) is provided to any member requesting to review and/or copy the Association's books and records at the time the request is made; and

WHEREAS, the Board has decided that is in the best interest of the Association to adopt a written policy regarding the provision of records to its members to comply with its pending statutory obligation.

NOW, THEREFORE, BE IT RESOLVED THAT the Board adopts the following policy:

A. Record Keeping and Access to Records

1. Acting on its own or through a managing agent, the Association shall prepare and keep, for a minimum of one (1) year, detailed books and records of receipts and expenditures affecting the operation and administration of the Association. With respect to all books, records and/or files relating to matters other than expenditures, the Association shall keep those books and records for such reasonable time periods as determined by the managing agent.

2. Subject to certain exceptions set forth below, members shall have the right to examine and copy these books and records, provided that their membership is in Good Standing. Good Standing shall be defined to mean that a member is current in the payment of assessments and any other financial obligation to the Association and compliant with all other responsibilities of membership, including, but not limited to, maintenance of his or her unit in a condition that does not violate any provision of the Governing Documents.

3. In order to exercise the rights described herein, members must complete the attached Record Request Form (Exhibit A hereto) and file it with the Association's managing agent. After receipt of a Record Request Form, the Association's representative shall review the form and determine if it is complete and satisfies all requirements necessary to allow the Association to act upon the filing. If a form is not complete, the Association shall notify the member of the deficiency,

required corrective action, and that no records shall be made available until the member takes such corrective action.

4. Within five days after receipt of a completed form, the Association's managing agent shall provide the member with the cost schedule attached hereto as Exhibit B, as well as an estimate on the costs associated with responding to the request. An estimate may include, but not be limited to, the costs of locating, duplicating, and supplying the records, which includes the cost of materials and labor. Prior to the Association performing any work related to the request, the member must pay the estimated charges. Upon receipt of payment (or clearance of a personal check), the Association shall make arrangements for a meeting at a mutually convenient time or provide the member with copies of the requested records within five (5) days of receipt of the payment.

5. Whenever a member makes a written request to examine original records, the Board shall have a member of its management staff meet with the member to serve as a custodian of the records. The Association will include the cost of this service in the estimate and may establish reasonable limitations on how long such meetings may last.

6. After rendering the requested services, the Board shall compare the estimate with the actual costs incurred by the Board as set forth in the cost schedule. If the amount paid by the member exceeds the actual costs, the Association shall refund the difference to the member. If the actual costs exceed the estimate, the Board shall notify the member and the member shall pay the difference. The Association may withhold additional services and/or copies until it receives payment.

B. Exempt Records

The following records are exempt from the members' right to examine and copy:

1. Personnel matters related to a specific, identified employee and person's medical records;
2. Any documentation which relates to a (i) contract, lease and other commercial transactions currently under negotiation; (ii) pending or probable litigation; (iii) matters involving state or local administrative or other formal proceedings before a government tribunal for enforcement of the association documents or rules and regulations;
3. Communications with legal counsel which are protected by the attorney-client privilege;
4. Any records that any law prohibits the Association from providing to a 3rd party;
5. Minutes and other records reviewed in an executive session of the Board or Committee;
6. Individual member files, other than those of the requesting member;
7. Any drafts or other documents not yet approved by the Board for incorporation into the Association's books and records.

Exhibit A

RECORD REQUEST FORM

You may use this form to request copies of or inspect the official records of The Unit Owners Association of the Condominiums at Kirkpatrick Farms ("Association"). In order to properly submit a request, please complete, sign and date this form and mail or fax it to the Association's common interest community manager at the address below:

Unit Owners Association of the Condominiums at Kirkpatrick Farms
c/o Management Office
4330 Prince William Pkwy, Suite 201
Woodbridge VA 22192
Facsimile: (703) 361-8563

Name of Requesting Party: _____

Mailing Address: _____

Address of Property located within the Association if different than mailing: _____

Phone: (Home) _____ **(Work)** _____
(Mobile) _____ **(Email)** _____

Please describe the records you wish to copy and/or inspect (include all relevant, dates, names or other identifying information):

Please describe the purpose of your request: _____

Please check applicable box(es):

I am requesting to receive copies of the above-referenced records. ☐

I am requesting to conduct an in-person inspection of the above-referenced records. ☐ I am requesting to inspect such records on _____ at _____.

(The Association will provide you confirmation of the appropriate time, date and location for the inspection)

Please note, not all Association records are available for review and inspection, per Section 55-79.74:1 of the Virginia Property Owners' Association Act. You will be notified if your request contains records subject to withholding. You will also be notified of the estimated cost, if any, related to your request and such charges must be paid in advance of the Association fulfilling your request.

Be advised, the Association is only obligated to respond to record requests from those members of the Association who are in "good standing." Good Standing shall be defined to mean that a member is current in the payment of assessments and any other financial obligation to the Association and compliant with all other responsibilities of membership, including, but not limited to, maintenance of his or her unit in a condition that does not violate any term or provision of the Governing Documents.

You must date and sign this form.

Signature: _____ **Date:** _____

Received by: _____

Date: _____

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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EXHIBIT B

Cost Schedule

Hourly rate for copying of materials: \$70 per hour

Hourly rate for serving as custodian of records: \$70 per hour

The charges shall be billed in 15 minute increments.

Copies shall be billed at a rate of \$0.10 per page

Mailing costs shall be billed at any actual rate imposed by the U.S. Postal service for standard first class mailing, unless the Member requests an alternative mailing method, in which case all actual rates imposed by the requested carrier shall be billed directly through to the requesting party.

C. Requests of Minimal Time and Cost

If the Board concludes that a request submitted by a member involves a nominal amount of time and cost to the Association, it may, in its sole discretion, waive any of the above requirements. For purposes of this Resolution, "nominal requests" may include requests for copies of:

1. Approved minutes or highlights of the most recent meeting of the Board of Directors or membership Meeting;
2. Approved minutes or highlights of the most recent meeting of any Committee;
3. The Association's current annual operating budget;
4. The Association's most current financial management report;
5. The Association's most recent annual audit;
6. The Association's most recent income tax forms; and
7. The file of the requesting member.

If the Board decides to waive the cost associated with reproduction, the requesting member shall still be responsible for covering any copy costs incurred by the Association unless such costs are also waived by the Board.

D. Miscellaneous

1. The Association shall not have any obligation to create documents in response to any member's request for records.
2. The Board shall have the right to amend the cost schedule attached hereto as Exhibit B without having to amend the entire resolution.

This policy resolution shall become effective on September 26, 2012.

**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**

By 
President

THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS

POLICY RESOLUTION NO. 12- 01

(Requests for Examination and Copying of the Association's Records)

Duly adopted at a meeting of the Board of Directors held Sept 26, 2012.

Motion by: Adam Dean Seconded by: Brook Reynolds

VOTE: YES NO ABSTAIN ABSENT

President

Vice President

Treasurer

Secretary

Director

ATTEST:

Secretary

Date

Resolution effective: Sept 26, 2012.

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Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
HomeWiseDocs

**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS**

POLICY RESOLUTION NO. 12-02

(Procedures Related to the Submission and Resolution of Complaints)

WHEREAS, Article III, Section 2 of the Bylaws of The Unit Owners Association of the Condominiums at Kirkpatrick Farms ("Bylaws") assigns the Board of Directors ("Board") all of the powers and duties necessary for the administration of the Association and provides that the Board may do all such acts and things as are not by the Condominium Act, the Declaration, the Bylaws required to be exercised and done by the Association; and

WHEREAS, Section 55-530(E) of the Virginia Code requires the Association to establish reasonable procedures to resolve written complaints from the members of the Association or other citizens; and

WHEREAS, Section 18VAC48-70-10, *et seq.*, of the Virginia Administrative Code requires the Association to enact procedures governing the receipt and adjudication of written complaints required by September 28, 2012 and outlines the requirements for the content of such complaint procedures; and

WHEREAS, the Board has adopted a policy resolution requiring all complaints to be submitted to the Association's Board of Directors in writing and establishing reasonable procedures governing the resolution of these written complaints so as to comply with the requirements of the governing documents and Virginia law.

NOW, THEREFORE, BE IT RESOLVED THAT the Board adopts the following policy:

1. **Complaint Must Be in Writing.** The Association shall act only on written complaints submitted to the Board in accordance with the procedures set forth in this Resolution. The Board has the discretion to act on verbal complaints if it believes the matter can be quickly resolved. However, the Board reserves the right to withhold action and require the complainant to submit a written complaint as provided for in this resolution.
2. **Complaint Form.** If an owner, resident or other person wishes to submit a formal complaint to the Association, such persons must complete the written complaint form attached hereto as Exhibit A and submit the complaint form to the Association's management.
3. **Where Complaints Should be Sent.** All written complaints must be sent by United States Postal Service mail, hand-delivery, or facsimile to the Association at the following location unless otherwise advised by the Association's Board:

The Unit Owners Association of the Condominiums at Kirkpatrick Farms
c/o Management Office
4330 Prince William Pkwy, Suite 201
Woodbridge VA 22192

Order: 4293V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
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Facsimile: (703) 361-8563

4. **Required Information.** The complaint must allege that either the Association or a member of the Association (including its Board of Directors or Management) has acted in a manner that is inconsistent with applicable laws and regulations. All complaints shall include the following information or shall be deemed invalid:
 - 1) The name and address of the complainant;
 - 2) The nature of the alleged complaint, including the relevant times, dates and places involved;
 - 3) The applicable laws or provisions of the Association's governing documents the complaint concerns;
 - 4) The name and address of any other persons involved, if known;
 - 5) Any other information the complainant deems relevant for the Board's review;
 - 6) The signature of the complainant.
5. **Acknowledgment of Receipt.** Upon receipt of a valid written complaint, the Association shall provide written notice acknowledging receipt of the complaint within seven (7) days of receipt of a completed Complaint Form.
6. **Association's Form of Correspondence.** The Association shall deliver written notice to the complainant by certified mail or hand-delivery, unless the complainant either has: (1) notified the Association that they consent to receiving written communications electronically; or (2) such method of communication is consistent with procedures that have been adopted by the Association's Board of Directors.
7. **Incomplete Complaint.** If the Association deems the complaint to be incomplete, the Association shall notify the complainant within seven (7) days of receipt of the submission. The notification shall state the additional information the complainant needs to provide to the Association to complete the Complaint Form. The complainant shall have an additional thirty (30) days to submit a completed Complaint Form. If a completed Complaint Form is not received within the 30-day time frame, the Association shall notify the complainant that a valid written complaint was not received and the matter is deemed closed. If the additional information is received within the 30-day time frame, the Association shall send acknowledgement of receipt as identified in Section 5 above and commence with investigation described in Section 8 below.
8. **Investigation Period.** Upon receipt of a valid written complaint, the Association shall investigate and resolve the complaint. The Board may contact the complainant in order to conduct its investigation. The complainant is obligated to cooperate with the Association's investigation. If the complainant does not cooperate, the Association may close the matter for failure to cooperate.
9. **Conclusion of Investigation.** The Association will conclude its investigation within 30 days of its receipt of the valid written complaint, unless the Association deems that more time is necessary to conclude the investigation.

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
Document not for resale
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10. **Matters Not Involving Allegations of Violations by Other Residents.**

- A. **Notice.** If the complaint involves a matter that does not involve an allegation that an owner or resident is in violation of the Association's Condominium Instruments, or duly-adopted policies, rules or regulations, once the investigation is complete, the Board of Directors shall notify the complainant of the time, place and location that the matter will be considered by the Board.
- B. **Hearing.** The Board shall conduct a hearing on the alleged complaint. The complainant may present any evidence the complainant deems relevant to the subject of his complaint. The Board of Directors may question the complainant or any other persons it believes may have information relevant to the complaint. After all parties have presented evidence, the Board shall meet in executive session to consider the evidence.
- C. **Notice of Final Determination.** Following the conclusion of the hearing, the Board shall send the complainant a Notice of Final Determination within seven days after the hearing date. The Notice of Final Determination shall notify the complainant of the Board's decision, the provisions in the Condominium Instruments, Condominium Act or rules and regulations upon which the Board relied in reaching its decision, the registration number of the Association, and shall notify the complainant of his or her right to file a Notice of Final Adverse Decision as set forth in paragraph 12 below. If applicable, the Association shall provide the name and license number of the common interest community manager involved.

11. **Matters Involving Allegations of Violations by Other Residents.**

- A. **Notice.** If the complaint involves an alleged violation of the Association's Condominium Instruments, or duly-adopted policies, rules or regulations and the Association determines that there is sufficient evidence to establish probably cause that such a violation may exist, the Association will initiate an enforcement action against the appropriate party in accordance with its policy resolution that creates policies and procedures to ensure due process in enforcement cases. In such cases, the complainant shall receive a copy of the notice of violation. The notice will be dated as of the date of issuance and shall include specific citations to applicable association governing documents, laws, or regulation that led to the final determination, as well as the registration number of the Association.
- B. **Hearing.** A hearing will be called in accordance with the Association's policy resolution that creates policies and procedures to ensure due process in enforcement cases.
- C. **Notice of Final Determination.** Following the conclusion of the hearing, the Board shall send the complainant a Notice of Final Determination within seven days after the hearing date. The Notice of Final Determination shall notify the complainant of the Board's decision, the provisions in the Condominium Instruments, Condominium Act or rules and regulations upon which the Board relied in reaching its decision, the registration number of the Association, and

shall notify the complainant of his or her right to file a Notice of Final Adverse Decision as set forth in paragraph 12 below. If applicable, the Association shall provide the name and license number of the common interest community manager involved.

12. **Referral to Ombudsman.** The Notice of Final Determination shall advise the complainant of his or her right to file a Notice of Final Adverse Decision to the Office of the Common Interest Community Ombudsman at the below address:

Virginia Common Interest Community Ombudsman
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233-1463
Phone: 804-367-2941
Email: CICOmbudsman@dpor.virginia.gov

13. **Record Keeping.** The Association shall maintain a record of the complaint for no less than one year from the date that the Association takes action on said complaint.
14. **Availability.** A copy of these procedures shall be made available to all owners and citizens upon request and on the Association's website.
15. **Resale Disclosure Packet.** A copy of these procedures shall be included in any resale disclosure packet issued after the effective date below.
16. **Annual report.** The Association shall certify with each annual report filing that the Association complaint procedure has been adopted and is in effect.

This policy resolution shall become effective on Sept 26, 2012.

**THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK
FARMS**

By _____
President

Be advised, the Association may elect not to take action on any complaint which does not conform to the above-referenced delivery requirements or include the requested information on this form.

The Association will provide written acknowledgement of receipt of the form within 7 days via certified mail, hand delivery, or electronic means, if applicable. If additional information is required, you will be notified in accordance with Section 7 of the Association's procedures.

The Association will investigate your complaint when it has received a valid written complaint.

The Association will conclude its investigation within 30 days of its receipt of your valid written complaint. Once investigation is concluded, you will be notified of when and where your matter will be reviewed by the Board (or other body, if applicable).

After the Board has made its final determination, the Board will send you a written Notice of Final Determination within 7 days of the decision by either via certified mail, hand delivery, or electronic means, if applicable.

Once you have received a Notice of Final Determination, you have the right to contact the Office of the Common Interest Community Ombudsman. In accordance with the Common Interest Community Board's ("CIC Board") rules and procedures and Va Code § 55-530, you may give notice to the CIC Board of any final adverse decision which your Association may make regarding your complaint. You must file the notice within 30 days of the final adverse decision. Your notice must be in writing on forms prescribed by the Commonwealth Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The Commonwealth Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause you undue financial hardship. For more information or to submit a complaint to the Common Interest Community Ombudsman, please contact the Office of the Common Interest Community Ombudsman at:

Virginia Common Interest Community Ombudsman
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233-1463
Phone: 804-367-2941
Email: CICombudsman@dpor.virginia.gov

You must date and sign this form. Anonymous complaints will not be accepted.

Signature: _____

Date: _____

The Association will maintain a record of your complaint for one year from the date upon which it takes action to resolve your complaint.

To be completed by Association representative only

Received by: _____

Date: _____

Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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COMPLAINT FORM

THE UNIT OWNERS ASSOCIATION OF THE
CONDOMINIUMS AT KIRKPATRICK FARMS

POLICY RESOLUTION NO. 12-_____

(Procedures Related to the Submission and Resolution of Complaints)

Duly adopted at a meeting of the Board of Directors held September 26 2012.

Motion by: Adam Dean Seconded by: Rebecca Mavery

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Rebecca D. Y.</u> Secretary <u>Treasurer</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Treasurer <u>Secretary</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Secretary

Date

Resolution effective: Sept 26, 2012.

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Order: VZ93V52YW
Address: 41870 Inspiration Ter
Order Date: 02-21-2020
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