

DOMINION STATION HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO POLICY RESOLUTION 10 – 05

Use of Common Areas – Community Center

WHEREAS, Va. Code § 55-513A (*Virginia Property Owners' Association Act - Adoption and enforcement of rules*) grants to the Board of Directors of the Association “the power to establish, adopt and enforce rules and regulations with respect to...such other areas of responsibility assigned to the [A]ssociation by the [D]eclaration”; and,

WHEREAS, Article 8, Section 8.3 (*Restrictions on Use of Lots and Common Area - Rules and Regulations*) Declaration for Dominion Station (“Declaration”) states in pertinent part that the Board of Directors “shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or of any portion thereof...,” and,

WHEREAS, the aforementioned Policy Resolution was approved and adopted by the Board of Directors in 2005, and the Board of Directors now deems it to be in the best interests of the Association to amend Policy Resolution 10-05 in certain particulars;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT the Board of Directors approves and adopts the following amendments to Policy Resolution 10-05.

Section II.A – Hours of Availability

This Section of the Policy Resolution is hereby amended to now allow for reservation of the Community Center 7 days/week, rather than merely weekend days (Saturday and Sunday).

Section IV.C

This Section of the Policy Resolution is hereby amended to establish a new rental fee of One Hundred Fifty Dollars (\$150.00), for up to a maximum of six (6) hours, effective January 1, 2011.

In all other respects, Policy Resolution 10 – 05 remains unchanged and in full force and effect, except with respect to amendments which may from time to time be approved, executed and enacted by the Board of Directors acting in accordance with the Association’s governing documents.

DOMINION STATION HOMEOWNERS ASSOCIATION, INC.
AMENDMENT TO POLICY RESOLUTION 10 – 05
RESOLUTION ACTION RECORD

Resolution Type: Policy No. 10 – 05 (As Amended)

Pertaining to: Use of Common Areas – Community Center
Duly adopted at a meeting of the Board of Directors of the Dominion Station Homeowners Association, Inc., held August 24, 2010.

Motion by: Payne Seconded by: Harris

VOTE:
YES NO ABSTAIN ABSENT

Harry Anderson, President	<u>X</u>	_____	_____	_____
Sarah Turner, Vice President	<u>X</u>	_____	_____	_____
Aaron Harris, Treasurer	<u>X</u>	_____	_____	_____
Cynthia Payne, Secretary	<u>X</u>	_____	_____	_____
Joan Whitehead, Director	<u>X</u>	_____	_____	_____

ATTEST:

Cynthia T. Payne
Cynthia T. Payne, Secretary

Date

Book of Minutes – 2010

Book Resolutions:	Book No.	Page No.
Policy	_____	_____
Regulatory	_____	_____
Special	_____	_____
General	_____	_____

Resolution effective: January 1, 2011.

DOMINION STATION HOMEOWNERS ASSOCIATION, INC.
POLICY RESOLUTION NO. 10-05
USE OF COMMON AREAS: COMMUNITY CENTER
relating to Rules and Regulations
for usage of the Community Center

WHEREAS, Article VI, Section One of the Declaration of the provides that the Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association...

WHEREAS, Article VI, Section One (a) of the Declaration empowers the Board of Directors to..."adopt and publish Rules and Regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof provided, however, that such Rules and Regulations shall not be in conflict with the Declaration, and...

WHEREAS, the Board deems it necessary and desirable to establish comprehensive rules, procedures and guidelines for the use of the Association's community center building.

NOW, THEREFORE, BE IT RESOLVED THAT the following Rules and Regulations for use of the Community Center be adopted:

I. RIGHT TO USE THE COMMUNITY CENTER

- A. The Community Center may be reserved for the use of Association residents, their guests and invites, for the Board of Directors, Association Committees, for Association sponsored programs and activities, and for other groups which are "sanctioned" by the Board of Directors, whether on a standing or ad hoc basis, to participate in the governance or business affairs of the Association, to provide social, recreational and cultural opportunities for the residents of the Community or to otherwise promote the welfare or the Association members. A "sanctioned" group shall be any group, which has been formally recognized by the Board of Directors through a duly adopted Board resolution or by formal recognition documented in meeting minutes of the Board. For so long as the Declarant retains membership in the Association, the Declarant shall also have the right to reserve use of the Community Center.
- B. To be eligible for such privilege a resident reserving the facility must be current in the payment of assessment and must have no other outstanding violations of Association rules and regulation, including Design Guidelines. A resident who reserves the Center for private use must be in attendance at all times during the private use of the Center. A resident may not reserve use of the Center on behalf of a non-resident.

- C. Reservations will be made on a first-come, first-serve basis only. Priority shall be given to Association and Association sponsored or sanctioned activities. The Board of Directors reserves the right to establish further priorities for use of the Center and to restrict private uses of the Center when, in the Board's opinion, a private use is not in the best interest of the Association.

II. HOURS OF AVAILABILITY

- A. The Center may be reserved between the hours of **10 AM and 10 PM, on a weekend day (Saturday or Sunday), one rental per day only**. The permitted hours of use may be changed by the Board of Directors from time to time at the Board's discretion. Residents must submit a written request to the Board of Directors for approval. Your reservation time shall include all set up and clean up time for your event. No exceptions will be made. Your full deposit will forfeit to the Association if you stay over your scheduled time.

III. RESERVATION PROCEDURES

- A. Reservations must be made for all uses of the Center, including Association-sanctioned activities. The Association's designee, as appropriate, shall review all requests for reserved use of the Center and shall maintain a calendar of all reserved uses.
- B. Reservations for private use of the Center may be made no more than six (6) months in advance and no less than thirty (30) days in advance. *Special conditions may arise and will be considered only in extreme cases.*
- C. Reservations for private use of the Center shall not be effective until the execution of a Community Center Rental Permit and the payment of the required security deposit. Without a completed form and deposit by the interested party, all dates will stay available to others.
- D. A Community Center Rental Permit must be completed for all reserved uses of the Center. However, the Board may waive this requirement for reserved use of the Center by the standing committees authorized by the Board, when such groups meet on a regularly scheduled basis.
- E. All Community Center Rental Permits shall be reviewed and approved by the Board of Directors or its Managing Agents, which reserves sole discretion to deny the reserved use if such use is deemed to put the Center or its property at unusual risk, or if such use of the Center is deemed to the contrary to the best interests of the Association. In the case of a denial, any security deposit or rental fee paid shall be refunded within ten (10) working days following the Board's action.

IV. SECURITY DEPOSITS AND RENTAL FEES

- A. A refundable security deposit shall be required for all reserved uses of the Community Center, except for meetings of the Board, Architectural Review Committee, and standing committees authorized by the Board of Directors. The Board of Directors may waive the requirement for a security deposit in the case of the other Association-sanctioned activities, which waiver may be in writing in the form of a Board of Directors resolution or documented in the recorded amenities of the Board of Directors meeting. The amount of the security deposit and key deposit shall be established by the Board of Directors and from time to time, may be amended by a duly adopted Resolution. **The initial security deposit for the usage of the Community Center shall be Two hundred fifty dollars (\$250.00).**
- B. The security deposit is due at the time of reservation of the Community Center and will be refunded within fifteen (15) working days following the reserved use of the Center, less any amount retained for additional cleaning costs incurred by the Association or damages sustained to the Center as a result of the reserved use. If such additional cleaning costs or damages exceed the amount of the security deposit, the resident who reserved the Center will be billed for the additional amount. If such amount is not paid within fifteen (15) days of the date of an invoice for payment, no further reservations for use of the Center will be accepted until payment is made in full. Further, the Board, at its discretion, may take prompt legal action or any remedy available to collect the payment, and furthermore, may suspend the right of the resident and members of the resident's household to use the Association's recreation amenities until payment is made.
- C. **There will be a rental fee of \$50.00 per hour charged for all uses of the Community Center with a four-hour minimum charge. ***The set up and clean up requirements are part of the rental fee.** Requested rental hours above the four-hour minimum are an additional \$50.00 per hour. **(The rental check shall be written separate from the security deposit)**
- The use of the Community Center will be limited to activities sponsored by the Association or by members in good standings with the Association.
- D. **The security deposit must be paid by check, endorsed to "Dominion Station Homeowners Association" at the time of reservation of the Center and must be accompanied by a completed Community Center Rental Permit. (The deposit check shall be written separate from the rental check)**
- E. **Any applicable rental fee must be paid a minimum of seven (7) days prior to the scheduled activity.**
- F. Reservations may be canceled without penalty a minimum of fifteen (15) days prior to the scheduled activity, in which event the full amount of the security deposit and any rental fee shall be refunded in full. In the event the cancellation is not received within

fifteen (15) days prior to the scheduled activity, a penalty of \$50.00 dollars will be charged.

V. GENERAL CONDITIONS OF USE

- A. Except where such fees are incidental to Association sanctioned activities and/or where advance written permission has been granted in advance by the Board, no admission fees nor any fund transfers which might be construed as admission fees whatsoever shall be collected for use of the Center by the permit holder.
- B. The sale of alcoholic beverages is prohibited, both through the direct sale of beverages or through the charging of and admission fee for a function at which alcoholic beverages shall be served.
- C. Use and occupancy of the Center shall at all times comply with applicable County Fire Safety Code.
- D. Any activity to be attended by persons under eighteen (18) years of age shall be chaperoned. All chaperons shall be twenty one (21) years of age or older, and there shall be one (1) chaperon for each ten (10) persons under the age of eighteen (18) present within the Center at all times of reserved use.
- E. All Association furniture and equipment shall be returned to their proper location following each reserved use and under no circumstances shall furnishings or other equipment belonging to the Association be removed from the Center.

Absolutely no objects such as nails, tacks, adhesive tape, candles, or substances, which cause permanent damage, shall be placed on the walls or window surfaces. Any and all decorations shall be fireproof, and shall be removed entirely immediately following the reserved use of the Center. Under no circumstances shall any group make any structural or electrical alterations to the Center, except by advance written permission of the Board of Directors.

- F. Paints, acids, and all other supplies and materials, which present a clear damage potential, are prohibited from the Center during times of reserved use.
- G. The permit holder is responsible for leaving the Center in a clean and orderly state with all furniture neatly arranged, all personal belongings, such as decorations, food, cooking utensils, etc., removed from the Center. All trash placed in containers or plastic trash bags shall be taken and disposed of properly when exiting the Community Center after each reserved use.
- H. All lights shall be turned off at the end of each reserved use and the thermostat(s) shall be adjusted up or down according to the season.

- I. The permit holder at the end of each reserved use, including inspections of the bathrooms, shall make a thorough inspection of the building. All exterior doors and windows shall be securely locked and latched.
- J. The permit holder must be present at all times during the scheduled activity, in the case of a private reserved use and is responsible for the conduct of guests and invitee(s).
- K. **SMOKING IS NOT PERMITTED INSIDE THE CENTER! There is to be absolutely no cigarette butts thrown over the balcony onto the pool area.**
- L. At no time during the use of the Community Center will the permit holder or their guests be permitted or allowed on the concrete pool deck.

VI. PRE-USE AND POST-USE INSPECTIONS

- A. For all reserved use of the Center, except use by the Board of Directors, duly constituted Association committees and designated Association sanctioned activities, there will be a pre-use inspection of the Center by the permit holder and a designated representative of the Association. During the inspection, all defects within the Community Center space will be noted on an inspection form.
- B. Following the reserved use of the Center, a post-use inspection of the Center will be conducted by an designated representative of the Association to determine if any new damage has been sustained by the Center as a result of the permit holder's function. The judgment of the Association's representative in all such decisions is final, not excluding an appeal process to the Board of Directors.
- C. The representatives of the Association who are authorized to conduct pre-use and post-use inspections shall include the Association's Managing Agent, Board of Directors, or any other designee appointed by the Board of Directors to perform such inspection.

VII. LIABILITY

- A. The Association, its Directors and Officers, Managing Agents, appointed Designee and Employees assume no responsibility for the personal property of anyone using the Center during times of reserved use. The permit holder will remove all such property from the premises at the conclusion of the reserved use unless prior arrangements have been made.
- B. The permit holder and all users of the Center during a time of reserved use will be responsible for adherence to the Association's Declaration of Covenants, Articles of Incorporation and By-laws, including all amendments thereto, the Rules and Regulations of the Association and all specifications of the rental permit.
- C. It is understood that the permit holder agrees to indemnify the Association, its Directors and Officers, Managing Agents, appointed Designee and Employees, and save them harmless from and against any all liability, damage, expense, cause of action, suits,

claims or judgments arising from injury to person or property occurring in or about the premises and upon the adjoining sidewalks, streets or ways which may arise from the Association's ownership of the premises, from any action or omission of the permit holder, its agents, employees, invitee(s), or licensees, or from any cause whatsoever.

- D. Should any provisions set forth in this Resolution conflict with the terms of the Declaration, the terms of the Declaration shall govern.

DOMINION STATION HOMEOWNERS ASSOCIATION

By: 

Board of Directors

Attest:

I hereby certify that a copy of the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors for the Dominion Station Homeowners Association, Inc. on 25 day of October 2005.

By: 

This Resolution becomes effective immediately upon adoption.

DOMINION STATION HOMEOWNERS ASSOCIATION, INC.

EXHIBIT B

Initials _____

The Dominion Station Community Center may be reserved by eligible individuals and organizations at any time the Center is not previously scheduled.

Under no circumstances will chairs, tables or other furniture or equipment be removed from the premises or moved outside the building.

SMOKING IS NOT PERMITTED INSIDE THE CLUBHOUSE. NO CIGARETTE BUTTS ARE TO BE DISPOSED OF IN THE POOL AREA.

No admission fees may be charged for an event without advance written approval from the Board of Directors.

Alcoholic beverages may not be sold directly or by the charge of an admission fee for a function at which alcoholic beverages will be served.

Use and occupancy of the Community Center shall at all times be in compliance with the applicable County Fire Code. All decorations used in the Community Center must be flameproof. Nails, screws or adhesive tape are not permitted for hanging decorations. Under no circumstances will any group make any structural or electrical alterations in the Community Center except by written permission of the Association.

The Association, its Board of Directors and Officers, Managing Agent, appointed Designees and Employees assume no responsibility for the personal property of the permit holder. The permit holder will remove all such property immediately following the termination of the time for which the facilities were reserved unless prior arrangements are made with the Association.

The times indicated on the permit as to the duration of the reservation are firm. **The group should be ready to leave the building with equipment and clean up done by the noted time or the entire security deposit will be forfeited to the Association.**

Events for minors (as defined by State Law) require adequate adult supervision. Chaperons are required at a ratio of one adult for every ten minors. Names, addresses, and telephone numbers of chaperons will be furnished to the Association when the permit is filed.

The Association reserves the right to refuse or cancel permits for reasonable cause and further, to restrict private uses of the Community Room when, in the Board's opinion, private use is not in the best interest of the Association.

It is understood that the Association guarantees the permit holder space. The Association will issue such cancellation notice as far in advance as possible, but reserves the right to make cancellation at any time in the case of extreme necessity (including acts of God) and the permit holder agrees that the Association, it's Board of Directors and Officers, Managing Agents, appointed Designees and Employees shall not be liable for any loss resulting to the permit holder from such cancellation.

If any of the specifics regarding this permit are altered in any way from the original statement of intent by the permit holder as shown on the permit, it is the responsibility of the permit holder to submit any change to the Association at least five (5) days in advance of the scheduled event. Any alterations must have the approval of the Association. In the event the permit holder gives no notice or no clearance is received from the Association when the modifications have been made, the permit holder will be held responsible.

All groups will be billed for any damages and clean up incurred and further reservations will not be accepted until payment is rendered.

THIS PERMIT IS NOT TRANSFERRABLE

The permit holder agrees to comply with all applicable federal, state and local laws and with all of the above state rules and resolutions.

Signature of Permit Holder

Date

EXHIBIT B

DOMINION STATION HOMEOWNERS ASSOCIATION, INC.

COMMUNITY CENTER RENTAL PERMIT

Name: _____

Address: _____

Home Phone: _____ Work/ Cell Phone: _____

Representing: _____

Date Reserved: _____ Time: _____ to _____

Type of Activity: _____

Number of Persons Attending: _____

The permit holder will comply with the rules and regulations regarding the use of the use of the Dominion Station Homeowners Association, Inc. Community Center which are attached to this permit, and the provisions of Policy Resolution Number _____. It is understood that the Dominion Station Homeowners Association, its Board of Directors and Officers, Managing Agents, appointed Designees and Employees shall not be liable for injury to persons or property occurring in, on or about the premises from any cause whatsoever. The permit holder will indemnify the Dominion Station Homeowners Association and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with injury to persons or property arising from or out of the use or occupancy of the permit holder for the premises or occasioned wholly or in part by any act or omission of the permit holder, its agents, employees, invitee(s) or licensees.

SIGNATURE OF PERMIT HOLDER

DATE

Security Deposit: \$ _____

Date Received: _____

Room Fee Charge: \$ _____

Date Received: _____

TOTAL: \$ _____

OFFICE USE ONLY

Name _____

Date of Event _____

Amount Received: \$ _____

Amount Unpaid: \$ _____

RECEIVED BY: _____

DATE: _____

SECURITY DEPOSIT REFUNDED: \$ _____

DATE: _____

REFUND RECEIVED BY: (Permit Holder) _____

COMMENTS: _____
