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Resolution #90-224 Billing Sub-Associations for Services Provided by MPOA
Montclair Property Owners Association
Board Resolution
Billing Sub-Associations for Services
Provided by the MPOA

Background

From time to time the MPOA has incurred expenses on behalf of the Sub-Associations. MPOA has purchased insurance for the Sub-Associations and provided staff assistance from time to time. Alexander Square had a contract with MPOA that expired in 1985. Since that time, there has been no written agreement in place between the MPOA and the Sub-Associations in regards to us charging for services provided. From time to time the Sub-Associations have been billed and the Sub-Associations have paid. Apparently some Sub-Associations were billed for insurance in FY 89 but none have been billed for insurance in FY 1990.

Resolution

WHEREAS, Article 4, Section 4.1 of the Montclair Property Owners Bylaws states, "The business and affairs of the Association shall be managed by the Board of Directors in accordance with the procedures and for the terms of office set forth in Article 4;"

WHEREAS, the Board of Directors previously established the overhead rate at 100% of the direct labor charge;

WHEREAS, Article 5, Section 5.7 of the Amended Deed of Dedication Agreement and Declaration of Covenants Conditions and Restrictions states, "Services to Owners and Sub-Association. The Association may, in the sole discretion of the Board of Directors, provide additional services to Owners and to any sub-association located within the Property on a contractual basis at the request of such Persons. The charges for such services shall be assessed to the Lot of the Owner or charged to the sub-association. Services which may be provided to a sub-association include, without limitation: (i) the Upkeep of any Lot owned by a sub-association; (ii) the enforcement of any declaration creating or governing the planned community; (iii) the collection of assessments under the declaration creating or governing a planned community on behalf of and in the name of the sub-association; (iv) financial and physical property management services; and (v) obtaining insurance for such sub-association."; and

WHEREAS, it is the desire of the Board of Directors to establish a documented procedure for providing such services to the Sub-Associations and to be reimbursed for this service;

NOW THEREFORE BE IT RESOLVED by the Board of Directors, that from henceforth, no charges will be incurred by the MPOA for a Sub-Association unless a written agreement, signed by the President of both the MPOA and the Sub-Association, is in place. Be it further resolved that unique insurance costs of Sub-Associations will be provided at the direct cost to the MPOA, as requested by a Sub-Association. Be it further resolved that all staff work shall be provided on a reimbursable basis including direct labor charges (salaries, employee medical, workman's compensation and employee taxes), supplies and an overhead rate of 0% of the direct labor charges. Finally, be it resolved, that the Sub-Associations shall be back charged for insurance costs incurred by the MPOA for the Sub-Associations in FY 1990.

#90-224
October 17, 1990

RESOLUTION

OVERHEAD RATE FOR UPKEEP SERVICES PROVIDED TO THE SUB-ASSOCIATIONS

WHEREAS, Article 4, Section 4.1 of the Montclair Property Owners Bylaws states, "The business and affairs of the Association shall be managed by the Board of Directors in accordance with the procedures and for the terms of office set forth in Article 4"; and

WHEREAS, Article 5, Section 5.2 of the Amended Deed of Dedication allows for the sub-associations to contract with the Association for necessary upkeep services as provided for in Section 5.7 of the Amended Deed of Dedication; and

WHEREAS, Article 5, Section 5.7 allows for such services at the sole discretion of the Board of Directors on a contractual basis and with the appropriate charges charged to the sub-association; and

WHEREAS, it is the desire of the Board of Directors to provide upkeep services on a contractual basis to a requesting sub-association and to charge a fair and equitable overhead rate to cover the cost of equipment maintenance for such services.

NOW THEREFORE BE IT RESOLVED that the overhead rate for maintenance upkeep for a sub-association shall be set at eight (8%) percent.

Resolution #92-200 Directive to Establish Purchasing Procedures

MONTCLAIR PROPERTY OWNERS ASSOCIATION

RESOLUTION

DIRECTIVE TO ESTABLISH PURCHASING PROCEDURES

WHEREAS, Article 4, Section 4.1 of the Montclair Property Owners Association Bylaws states, "The business and affairs of the Association shall be managed by the Board of Directors elected in accordance with the procedures and for the terms of office set forth in this Article 4"; and

WHEREAS, each year the MPOA Board of Directors presents to the membership, and the membership votes on a budget which is funded by assessments levied against each lot; and

WHEREAS, The membership is entitled to every reasonable assurance that the affairs of the Association are being conducted in a business-like and professional manner,

NOW, THEREFORE, BE IT RESOLVED to instruct the General Manager to implement a purchasing and purchase order procedure, which is designed to account for all expenditures of the Association.

#92-200

July 22, 1992

Resolution #94-235 Standard Operating Procedure, Distribution
of Board Meeting Information Packet

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

STANDARD OPERATING PROCEDURE

DISTRIBUTION OF BOARD MEETING INFORMATION PACKET

PURPOSE. To establish procedures for the distribution of Board of Directors meeting information packet in a timely, efficient manner mutually conducive to the Board members and staff members of the MPOA Administration and Security.

PROCEDURE. The MPOA Administration and Security staff members will adhere to the following procedures. In the event unusual circumstances preclude the established procedures, the Community Manager or Chief of Security may exercise his/her discretionary authority to amend procedures as appropriate to ensure timely and efficient delivery of information and materials.

1. Board Meeting Information Packets. Board meeting information packets will be delivered on the Friday preceding the Wednesday Board meeting and no later than two days prior to the date of the Board meeting. If no confidential material is contained in the Board meeting information packet, it will be delivered by Security during their normal security rounds and placed in Board members' newspaper boxes. All confidential material will be hand delivered with advance notice.

2. Late Board Meeting Information Material. Board meeting information which does not meet the two day notification requirement (i.e. delivered by 7:30 p.m. on the Monday preceding the Wednesday Board meeting) will be provided to Board members at the Wednesday meeting. Any resolution, not previously considered by the Board of Directors, which has not been supplied to the members of the Board at least two days prior to a meeting shall not be considered, unless two-thirds of the members of the Board present and voting in a roll call vote approve a motion to suspend this provision and consider the resolution.

3. Other Mail for Board Members. Other incoming mail addressed to Board members will be placed in the respective Board members' boxes at the MPOA Administration Building, available for pick up at the Board members' discretion between Board packet deliveries. Incoming mail will be included with Board meeting information packets for regular delivery.

4. Special Documents for the Executive Board. Any documents up to ten pages which should be brought to the attention of the President, First Vice President, Second Vice President, Treasurer, and/or Secretary will be transmitted via facsimile over the Executive Board Fax Network.

Resolution #02-243 MPOA Merger with Northside Homeowners Association (NHOA)

October 21, 2002

Mr. Fred Rash- President
Montclair Property Owners Association
3561 Waterway Drive
Montclair, VA 22026

Dear Mr. Rash,

Pending your approval and that of the MPOA Board of Directors, the Northside Homeowners Association (NHOA) and it's members would like to begin the process of merging the NHOA and the MPOA.

Northside HOA is a 100 unit Townhouse sub-association sitting on 17.57 acres. Also containing 220 parking spaces and 4,800 sq. yards of pavement/sidewalks.

This merger would benefit all concerned parties by accomplishing the following. It would eliminate the duplication of insurance policies, administrative and legal services and board requirements. It would also eliminate the possibility of Northside falling into state receivership by failing to reach it's required quorum or lacking an active board. This would permanently secure our community under the MPOA umbrella of protection as opposed to an outside state authority.

This merger would not increase costs to Montclair residents, as we would still be paying monthly dues to maintain parking facilities and their associated reserves.

If we obtain the necessary signatures, we would like to have this issue brought before the community for a vote at next years annual meeting.

Sincerely,



Steve Buenaga
NHOA president

CC: Vickie Wingert

11 Dec 02
02-243

Resolution #05-009 Changes to Voting Guidelines for Annual
and Special Meetings

Montclair Property Owners Association
Board of Directors Meeting
(January 12, 2005)

AGENDA ITEM SUMMARY

Agenda Item: Proposed Changes to Voting Guidelines

Presenter: Ken Melson

Board Motion: Move to Approve Attached changes to the Voting Guidelines for
MPOA Annual and Special Meetings, Board Resolution Number 050112-____

BACKGROUND/ISSUES: I am proposing changing the language under voting options which read "These ballots, and any replacement ballots, shall be numbered and recorded against the lot to which they are issued" to "All ballots received shall be recorded against the member number." The reason is that the Election Committee does not believe it is possible to number all the ballots. They desire to require a return address on the envelope which is used to return the ballots. The address, or in the case of the peel off label on the election packet which will also have a member number, will be checked to assure only one ballot per lot is cast. Moreover, if the number is on the ballot, then it could be determined who voted which way. By using the envelope method, once the ballots are taken out of the envelope after verification, they are anonymous.

COMMITTEE RECOMMENDATION: N/A

BUDGET-FUNDING: N/A

January 12, 2005
05-009

**VOTING GUIDELINES FOR
MONTCLAIR PROPERTY OWNERS ASSOCIATION
ANNUAL AND SPECIAL MEETINGS**

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FOREWARD

The Election Committee, appointed by the Board of Directors, has developed and formalized election procedures. These guidelines have been adopted by the Montclair Property Owners Association (MPOA) Board of Directors for use at Annual Meetings and Special Meetings. The guidelines will be reviewed each year and revised as needed. Suggestions for improvement should be directed to the Election Committee in care of the Montclair Property Owners Association. These guidelines were developed to ensure that every valid vote is accurately counted.

ELIGIBILITY

The Articles of Incorporation state that members shall have one vote for each lot owned. When more than one person owns a lot, all owners may participate and vote by unanimous consent. However, only one vote per owned lot may be cast on any one issue properly coming before the meeting.

For a member to be eligible to vote, he or she must not be delinquent as to any financial obligation to the MPOA as of the Record Date (close of books). Only an owner of record will be eligible to vote. It is the responsibility of new property owners to notify MPOA of ownership changes. Any member may assign their voting rights to a lessee of the lot owned, providing that the initial period of the lease is not less than one year, by providing a written certificate signed and dated by the Member and witnessed by a person, other than the member and the assignee, who signs their name and address. Such certificate shall be filed with the Secretary of MPOA by the close of regularly scheduled business on the third business day prior to the meeting.

Any person filing a signed Power of Attorney with the Secretary of MPOA by the close of regularly scheduled business on the third business day prior to the meeting and exhibiting a valid picture identification card as identification will be allowed to vote if the person to be represented is a property owner in good standing.

VOTING OPTIONS:

Votes may be cast by three methods:

1. **By Mail or In Person:** Paper Referendum Ballots mailed to owners of record are used for the election of the Board of Directors and all issues for which prior official notification has been given. ~~These ballots, and any replacement ballots, All ballots received shall be numbered and recorded against the lot to which they are issued member number.~~ Referendum ballots may be mailed to the Secretary of MPOA or hand delivered to the MPOA office for delivery to the Secretary of MPOA.
2. **By Telefax:**
Telefaxed Referendum Ballots will be accepted. (FAX number 703/670-9620).
3. **In Person at the Annual Meeting:** Day of Meeting Referendum Ballots may be cast at the Annual Meeting in lieu of a Referendum Ballot.

**VOTING GUIDELINES FOR
MONTCLAIR PROPERTY OWNERS ASSOCIATION
ANNUAL AND SPECIAL MEETINGS**

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INSTRUCTIONS FOR CASTING BALLOTS Prior to the Annual Meeting

- Referendum Ballots must be placed in the return envelope provided. The outside of the envelope must be **completed, dated, and signed** by the property owner and returned to the Secretary of MPOA either by mail or in person. Telefaxed Referendum Ballots must include a ~~copy of the front of the envelope provided~~ *fax cover sheet showing the Owner of Record's name, Montclair property address, Signature and date.*
- Referendum Ballots must reach the MPOA office no later than the close of regularly scheduled business on the **third business day prior** to the meeting to be filed with the Association. Any Referendum Ballots received after that time shall be considered invalid, except for Day of Meeting Referendum Ballots cast in person at the annual meeting. As to any other form of voting, Referendum Ballots will control and be counted.

REGISTRATION THE DAY OF THE MEETING

Individual members attending the meeting in person intending to exercise their privilege to vote at the meeting must register at the tables provided at the meeting site. A member registering in person at the meeting (prior to the call for votes) may receive voting materials and vote in person. Members may not revoke previously submitted ballots.

VALIDATION, REGISTRATION AND VOTE TALLY PROCEDURES

1. The Election Committee will formulate and oversee the validation, registration and vote tally procedures. Candidates for Board of Directors and their immediate family members may not participate in the validation, registration, and vote tally processes.
2. A director shall be elected by a simple majority of the votes cast during a referendum when two candidates have been nominated for a single seat on the Board of Directors. In the case of election of more than two directors which is submitted to a referendum of the members, directors shall be elected by a plurality of the votes actually cast.
3. In the event that both regular terms and vacancies are to be filled by an election, candidates receiving the greatest number of votes, if a plurality of the votes cast is attained, are elected for the longest term of office available; the candidate receiving the second highest number of votes, if a plurality of the votes cast is attained, fills the second longest term of office, and so on until all of the vacant positions on the Board of Directors are filled.
4. If two or more candidates tie for a plurality vote for any of the positions on the Board of Directors, the balloting for that position will be repeated as many times as necessary to break the tie vote. When repeated balloting for a position on the Board of Directors is necessary, the names of all candidates will remain on the ballot; provided, however, that the candidates receiving a plurality of the votes cast and a greater number of votes than the candidates who tie, shall stand elected. The candidates receiving a lower number of votes than the candidates who tie remain on the next ballot unless those candidates withdraw. Balloting will continue until the tie is broken and all vacancies are filled.
5. Nothing in these Guidelines shall be deemed to modify the residency requirement for precinct seats contained in the Bylaws.

**VOTING GUIDELINES FOR
MONTCLAIR PROPERTY OWNERS ASSOCIATION
ANNUAL AND SPECIAL MEETINGS**

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VALIDATION, REGISTRATION AND VOTE TALLY PROCEDURES (continued)

6. Three types of votes are to be tallied at the meeting:
 - 1) **Referendum Ballots:** Referendum Ballots received prior to three (3) business days before the day of the meeting.
 - 2) **Day of Meeting Referendum Ballots:** Referendum Ballots issued and cast on the day of the meeting. Day of Meeting Referendum Ballots will not be issued to those who submitted a valid Referendum Ballot.
 - 3) **Paper Procedural Floor Ballots:** Used only when a paper ballot vote is requested by a duly registered member or assignee regarding a procedural floor vote.
 - 4) **Procedural Floor Voting Cards:** Cards issued to lot owners indicating the number of votes entitled to be cast on floor votes for procedural matters.
7. **Recounts:** Any duly registered member or assignee, at the meeting, may request and receive a vote recount as follows:
 - 1) Procedural Votes – the request must be made immediately after the vote tally is announced. Only one recount by show of voting cards will be permitted. Should a second recount of a floor vote be requested and the majority consents, the recount must be by paper procedural ballot. Only one paper procedural ballot will be allowed.
 - 2) Referendum Ballot Votes – the request must be made verbally at the meeting or in writing to the MPOA office no more than three days after the adjournment of the meeting.
8. Unless otherwise directed by the Board of Directors, the Election Committee will dispose of ballots, envelopes, tally sheets, and registration lists 30 days after the adjournment of the meeting.

Resolution #06-033 Waiver of Handling Fees When Annual
Assessment is Paid in full

**Montclair Property Owners Association
Board of Directors Meeting
(June 14, 2006)**

AGENDA ITEM SUMMARY

Agenda Item: Resolution for waiver of handling fees when annual assessment is paid in full.

Presenter: Cech

Board Motion: Move to approve the Resolution for waiver of handling fees when annual assessment is paid in full as presented at TAB 8 of this Board Package.

BACKGROUND: See attachment.

COMMITTEE RECOMMENDATION: None

MANAGEMENT RECOMMENDATION: None

BUDGET-FUNDING: None

Resolution for Waiver of Handling Fee's when annual assessment is paid in full:

Whereas, the MPOA Board of Directors (Board), on behalf of the Montclair Property Owners Association (MPOA), has established a policy to allow members to make monthly payments on their annual assessment; and,

Whereas, said policy has established a \$2.00 per month handling fee to be collected by the Management Agent; and,

Whereas, it is the desire of the Board to encourage the Membership to complete their payment of the annual assessment in Full as soon as possible.

Now therefore be it resolved that when the remaining balance of an annual assessment has been paid IN FULL the MPOA Board of Directors does hereby direct the Management Agent, under the supervision of the Treasurer MPOA, to waive any remaining monthly fee's for the current fiscal year.

Further, if the waiver of remaining monthly fee's places the Members account in a paid ahead status, such payments shall be credited towards the next annual assessment. No REFUNDS shall be issued.

Further, this policy shall be effective as of 1 June 2006 and shall remain the standing policy of the Board until modified or canceled.

**BOARD OF DIRECTORS
MEETING MINUTES
JUNE 14, 2006
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Motion #06-033
Chaired by: Taggart

Move to
APPROVE RESOLUTION FOR WAIVER OF HANDLING FEES WHEN ANNUAL ASSESSMENTS
ARE PAID IN FULL.

Moved by Cech
Seconded by Marr

FOR:
AGAINST: Boisvert, Cech, Gorn, Hansen, Jack, Kudrick, Marr, McConnell, Melson and Taggart
ABSTAIN:

MOTION PASSED

Motion #06-034
Chaired by: Taggart

Move to
APPROVE RESOLUTION FOR ROUTINE REVIEW OF MEMBERS' ACCOUNTS.

Moved by Cech
Seconded by Marr

FOR: Boisvert, Cech, Gorn, Hansen, Jack, Kudrick, Marr and McConnell
AGAINST: Melson, Taggart
ABSTAIN:

MOTION PASSED

Motion #06-035
Chaired by: Taggart

Move to
APPROVE RESOLUTION FOR ASSESSMENTS OF CONTRACT SECURITY SERVICES PROVIDED
TO MONTCLAIR.

Moved by Cech
Seconded by Kudrick

FOR: Boisvert, Cech, Gorn, Hansen, Jack, Kudrick and Marr
AGAINST: McConnell, Melson and Taggart
ABSTAIN:

MOTION PASSED

Resolution # 06 - 034

Resolution for Routine review of Members accounts:

Whereas, it is deemed good business practice to have in place consistent and documented policy's for the routine management of the Montclair Property Owners Association; and,

Whereas, routinely that are events, errors and circumstances that result in balances in Members accounts which require administrative action on small balances, or for which the administrative/collection efforts far overhead exceeds the return or for which collection efforts are exhausted and the balances are deemed uncollectible; and,

Whereas, the MPOA Board of Directors (Board), on behalf of the Montclair Property Owners Association (MPOA), has the authority to waive charges accumulated in a Members account; and,

Whereas, the Membership in their approval of the annual assessment supports a budgeted line item for "Bad Debt"; and

Whereas, it is the desire of the Board to establish a policy for the routine review and action on such balances.

Now therefore be it resolved that the Board does here-by direct the Management Agent, under the direction of the Treasurer MPOA, to report quarterly on a review of the outstanding Membership accounts for which a balance due exists for ninety (90) or more days.

Further, in the development of said report, the Board does here-by authorize the Treasurer MPOA, on behalf of the Board, to direct the Management Agent to credit accounts with balances of five dollars (\$5) or less and to report such action in the ninety day report.

Further, such report shall include a listing of the accounts past due, the accounts in or going into collection and those accounts for which no further collection action is action is warranted.

Further, such report shall have attached, when warranted, a motion for action by the Board to waive balances or charge against the "Bad Debt" line.

Further, this policy shall be effective as of 1 July 2006 and shall remain the standing policy of the Board until modified or canceled.

**Montclair Property Owners Association
Board of Directors Meeting
(June 14, 2006)**

AGENDA ITEM SUMMARY

**Agenda Item: Resolution for routine review of members' accounts.
Presenter: Cech**

Board Motion: Move to approve the Resolution for routine review of members' accounts as presented at TAB 9 of this Board Package.
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BACKGROUND: See attachment.

COMMITTEE RECOMMENDATION: None

MANAGEMENT RECOMMENDATION: None

BUDGET-FUNDING: None

Resolution #09-174 MPOA Mission Statement
MONTCLAIR PROPERTY OWNERS ASSOCIATION
BOARD OF DIRECTORS MEETING
AUGUST 12, 2009
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Motion #09-172
Chaired by: Kudrick

Move to
ASSESS ACCOUNT # MIGOLD-5465-02 \$10.00 PER DAY NOT TO EXCEED \$900.00 AS PER STATE
STATUTE FOR A VIOLATION OF MPOA DECLARATIONS SECTION 5.2(A), SUSPENDED PENDING
SUBMISSION OF PIR AND COMPLETION OF REPAIRS BY AUGUST 1, 2010.

Moved by Winkworth
Seconded by Hansen

FOR:
AGAINST:
ABSTAIN:

APPROVED BY ACCLAMATION

Motion #09-173
Chaired by: Kudrick

Move to
APPROVE CHANGES TO COMMUNITY GUIDELINES ARTICLE 5 AS AMENDED AUGUST 12, 2009.

Moved by Hansen
Seconded by Roltsch

FOR:
AGAINST:
ABSTAIN:

APPROVED BY ACCLAMATION

Motion #09-174
Chaired by: Kudrick

Move to
APPROVE MISSION STATEMENT: "THE MISSION OF THE MONTCLAIR PROPERTY OWNERS
ASSOCIATION BOARD OF DIRECTORS IS TO OPERATE THE ASSOCIATION IN A COST EFFECTIVE
MANNER, MAINTAIN AND IMPROVE THE COMMON AREAS FOR THE BENEFIT OF OWNERS AND
RESIDENTS, ENSURE COMPLIANCE WITH THE COVENANTS, ENRICH THE QUALITY OF LIFE FOR OUR
RESIDENTS, AND PRESERVE THE NATURAL BEAUTY OF OUR COMMUNITY."

Moved by Roltsch
Seconded by Hansen

FOR:
AGAINST:
ABSTAIN:

APPROVED BY ACCLAMATION

**Montclair Property Owners Association
Board of Directors Meeting
August 12, 2009**

AGENDA ITEM SUMMARY

Agenda Item: Tab 7 Approve Revised Mission Statement
Presenter: Mark Roltsch

Board Motion: Approve Mission Statement: “The mission of the Montclair Property Owners Association Board of Directors is to operate the Association in a cost effective manner, maintain and improve the common areas for the benefit of owners and residents, ensure compliance with the restrictive covenants, enrich the quality of life for our residents, and preserve the natural beauty of our community.”

BACKGROUND: At the July meeting the Board reviewed the Draft Mission Statement as prepared by Mark Roltsch. They asked that Management have the statement reviewed by Legal Counsel to assure that it was in accordance with the Governing Documents.

ISSUES: Legal Counsel’s Opinion: (Ray Diaz) “My reaction is that it might be better to eliminate the clause, “enhance property values” and substitute in its place, “maintain and improve the common areas for the benefit of owners and residents.” My concern with the “enhance” language is that it might be read to infer that the Board has an affirmative obligation to ensure that the values of individual lots are enhanced and, therefore, may have some responsibility if they do not. Of course, under the governing documents, the Board has no duty with respect to the direct value of the lots. I also note that there is no direct reference in the draft Mission Statement to the Board’s duty to ensure compliance with the restrictive covenants. As this is a principal responsibility, you may want to include a reference to it.”

COMMITTEE RECOMMENDATION: None

MANAGEMENT RECOMMENDATION: Approval

BUDGET-FUNDING: None

ATTACHMENTS: None

MONTCLAIR PROPERTY OWNERS ASSOCIATION

RESOLUTION

SNOW REMOVAL FOR SUB-ASSOCIATIONS #09-191

WHEREAS, Article 4, Section 4.1 of the Bylaws of the Montclair Property Owners Association (MPOA) establishes that the “business and affairs of the Association shall be managed by the Board of Directors;” and

WHEREAS, Article 5, Section 5.7 of the Amended Deed of Dedication Agreement and Declaration of Covenants, Conditions, and Restrictions states, “Services to Owners and Sub-Associations. The Association may, in the sole discretion of the Board of Directors, provide additional services to Owners and to any sub-association located within the Property on a contractual basis at the request of such Persons. The charges for such services shall be assessed to the Lot of the Owner or charged to the sub-association; and

WHEREAS, the Board of Directors on October 17, 1990, approved a resolution requiring that “no charges will be incurred by the MPOA for a sub-association unless a written agreement signed by the President of both the MPOA and the sub-association, is in place”; and

WHEREAS, the Board of Directors on January 12, 2005, approved a resolution (Resolution #04-223) to provide a Snow Removal Agreement/Memorandum of Understanding providing snow removal services to those sub-associations who request such services, costs incurred by sub-associations; and

WHEREAS, the Board desires to continue to provide snow removal services to the sub-associations, costs incurred by sub-associations;

BE IT THEREFORE RESOLVED, that the Board directs the MPOA President to enter into an agreement with each sub-association desiring the snow removal service offered by MPOA. This snow removal service is to be provided to the sub-associations, costs incurred by sub-associations.

Adopted at the Board of Director’s Meeting on August 12, 2009. Effective August 12, 2009.



Catherine Kudrick, President

SNOW REMOVAL AGREEMENT
Memorandum of Understanding (MOU)

This Agreement is made this 1st day of December, 2009, by and between the Montclair Property Owners Association, Inc. ("MPOA") and _____ ("Sub-association").

Whereas, Article 5, Section 5.7 of the Amended Deed of Dedication Agreement and Declaration of Covenants, Conditions and Restrictions allows MPOA to provide services to any sub-association located within Montclair on a contractual basis at the request of such sub-association. The expense for such services shall be charged to the sub-association.

Now, therefore, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agrees as follows:

1. Snow Clearing: MPOA shall provide snow clearing services to the Sub-association on an "at cost" basis. Snow clearing will consist of clearing of the private roadways within the Sub-association only. The priority and methods for clearing the snow are contained in the current edition of the Montclair Snow Removal Plan. Sub-association boards are requested to identify areas they want snow placed during clearing. **MPOA may not be able to provide timely service, thus back-up snow removal services are highly recommended.**
2. Payment for Services: The Sub-association will be charged and agrees to pay for snow clearing services to MPOA.
3. At Cost Charges: MPOA will assess costs for labor, fuel, and sanding supplies associated with each snow event in which snow clearing services are provided to the Sub-association. Labor will not be charged for a covered snow event but only when Direct Charges apply in accordance with the Management contract.
4. Term of Agreement: This Agreement supercedes previous agreements and shall be for a term of one year from December 1, 2009 and ending November 30, 2010.
5. Release of Claim: It is expressly agreed between the parties that MPOA is providing the snow clearing as a service to the Sub-association, and the Sub-association expressly agrees to indemnify and hold harmless MPOA and its past, present and future agents, employees, directors, officers and members from any and all liabilities, claims, demands, damages, or causes of action which may arise directly or indirectly from MPOA, or MPOA's agents', employees', contractors' or subcontractors' acts or omissions associated with the snow clearing.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

By: Catherine Kudrick Date: Sept 1, 2009
Cathy Kudrick, President

SUBASSOCIATION

Association Name: _____ Date: _____

By: _____
_____, President

Montclair Snow Removal Plan

When the national weather service or local weather stations issue a winter storm watch or warning for snow or icing conditions the entire maintenance staff will be on Stand-by and must be ready to report on site at any time of day or night. When on Stand-by all maintenance members must be reachable by phone or pager and adjust their departure from their residents to ensure their arrival on site. The community service department monitors on-site snow accumulation and road conditions and reports them to the appropriate personnel.

Snow clearing will commence upon the accumulation of two inches of snow on maintainable roadways. The community service department will contact the Maintenance Director when snow accumulations reach one inch (1"). Either the dispatch or Maintenance Director will call all the maintenance staff members to arrive on site at a specified time for snow clearing or road treating. The snow removal procedures are set forth in Attachment One.

Clearing snow from VDOT maintained streets in Montclair is NOT the responsibility of MPOA. (VDOT maintained streets are identified in Attachment Two). The Virginia Department of Transportation (VDOT) clears the public streets and has its own method of prioritizing for clearing operations.

The Montclair owned streets and property to be cleared by the maintenance staff are as follows:

1. The MPOA office parking lot and walkways, Dolphin Beach parking lot, West Beach parking lot.
2. MPOA- owned streets (Also see Attachment Three): **Andrews Pl, Barger Pl, Beacon Hill Pl, Bishop Pl, Butler Pl, Chapman Pl, Corwin Pl, Devonald Pl, Duncan Pl, Fawn Pl, Greenfield Pl, Harmony Pl, Mayberry Pl, Myrtle Pl, Nightengale Pl, Pleasant Hill Pl**, and the eyebrows on **Northgate Dr. and Waterway Dr.**

A sub-association's streets will be plowed, provided the sub-association has entered into a written agreement with MPOA in accordance with Article 5.7 of the Amended Declaration. (See Attachment Four for a list of sub-association owned and maintained streets). Sub-association snow removal order contained in attachment four will be rotated with each snow event.

The snow removal sequence for Montclair maintained streets and the streets of sub-associations with which there is a written agreement pursuant to Article 5.7 of the Amended Declaration, is set forth in Attachment Five.

Sidewalks will be cleared in accordance with Attachment Six.

The individual private property of a Montclair resident may not be cleared of snow under any circumstances by employees of the Managing Agent. Managing Agent employees are prohibited from entering any lot for the purpose of snow removal. With the exception of the parking area of the Southlake Recreation Association when an agreement is in effect, the MPOA is not responsible for clearing the parking bays of any townhome community, any commercial property located in Montclair, any property owned by the Montclair Golf, Tennis and Swim Club, any property owned by a developer or builder, or any civic lot number as defined by the Deed of Dedication or any VDOT roads. Due to its potential negative impact on the lake, no salt shall be placed on any road or parking lot surface by Managing Agent personnel. Salt may be used sparingly on sidewalks and stairs if safety considerations require it.

ATTACHMENT ONE

MPOA Maintenance Staff Snow Removal Procedures

Streets:

MPOA on-site maintenance personnel will commence plowing operations when snow accumulations reach a depth of two inches (2") regardless of the time of day or night. The plow operator shall make sure they have a fully charged/operating two-way radio in the truck when they leave the MPOA office. Each truck shall start at their respective starting point as identified on Attachment Five, and then plow each street in the order in which they appear for that respective truck or as directed by the Maintenance Director. Upon completion of each street, the truck operator shall report the completion of each street to the Maintenance Director or Community Services Director that street has been plowed. Snow clearing of all MPOA-owned street and sub-association streets shall be completed with the following conditions being adhered to at all times:

1. Clear snow from streets to curb to curb;
2. NO cleaning of individual parking spaces within sub-association parking lots;
3. NO piling of snow in front of or blocking access to,
 - FIRE HYDRANTS;
 - STORM DRAINS;
 - MAIL BOXES;
 - SIDE WALKS/ STREET RAMPS;
 - SCHOOL BUS STOPS;
 - DRIVEWAYS;
 - PARKING SPACES.

When clearing snow from streets, the operator should keep in mind the possibility of additional snow accumulation and the need to have a place to push/pile that additional snow. In order to accommodate additional snow, the operator should push all piles off the road as far as possible. Care should be taken in placing snow piles on grass areas, so as to not damage plow, truck, curb or turf.

Abrasives:

The application of sand to any street shall commence only when plowing operations are completed or as directed by Maintenance Director and on an as needed basis.

ATTACHMENT TWO

VDOT Maintained Streets
VDOT Telephone Number: 703-383-8368

Afton Ct	B 3H	Fairway Dr	F 7B	Peach Ct	F 6B
Ashgrove Dr	F 7B	Fallstone Pl	B 7D	Peppermill Ct.	B 4H
Autumn Ln	B 5F	Fisherman's Cove	B 4D	Pike Trail	B 7D
Avon Dr	F 8C	Garden Gate Ct.	F 5B	Pinecrest Ct.	F 5D
Barrington Dr	B 7E	Golf Club Dr.		Prestwick Dr.	F 9C
Battersea Rd	B 4D	Groveside Ct	B 6F	Renton Ct.	
Beachview Dr	B 4E	Hickory Nut Pl	B 3G	Rhame Dr.	B 6E
Beacon Ct	F 10E	Hidden Valley Ct.	F 10B	Ridgecrest Dr.	B 6E
Beaver Dam Rd	F 7C	Higgins Dr.	F 2C	Ridgewood Ct.	B 6F
Benson Ct.	F 10D	Hockersmith Park	F 9D	Rincon Place	B 3H
Boxwood Dr.	F 7B	Holleyside Ct.	B 4G	Shadow Oak Ct.	
Brandywine Rd.	F 8D	Holleyside Dr	B 2F	Shadow Woods Ct.	B 4G
Brawner Dr.	F 6B	Holly Hill Dr.	B 5F	Shady Knoll Ct.	F 9A
Breeze Way		Hopkins Dr.	F 5B	Sheffield Dr.	F 9B
Buck Ln	F 10E	Huntgate Dr.	B 3H	Silvan Glen Dr.	B 5E
Buckingham Ct	F 9D	Hyacinth Pl	B 4G	Silverleaf Ct.	B 2F
Bunker Ct.	F 6B	Ibsen Pl		Singletree Ln.	F 10E
Camellia Ln	B 1F	Iris Ln	B 5F	Skiff Ct.	
Camelot Ct.	F 9B	Kings Valley Ct.	F 10B	Skyline Dr.	B 5E
Candlestick Ct.	F 8B	Larchmont Ct.	F 6C	Southlake Blvd.	
Catamaran Ct.		Larkspur Ln.	F 5F	Southwood Pl.	B 6E
Cedar Knoll Ct.	B 4G	Laurel Ridge Rd.	B 5E	Spalding Dr.	F 5C
Cindy Ln.	F 8D	Lazy Day Ln.	F 11D	Spillway Ln.	F 7C
Clearwater Ct.	F 6C	Lindenberry Ln.	B 2F	Springbranch Blvd. (Up to WETA)	B 3G
Cliffbrook Ct.	F 8D	Live Oaks Ct.	B 2F	Sugarbush Ln	B 3F
Cliffview Dr. (Up to Nob Hill)		Loganberry Ln.	B 6E	Sunny Knoll Dr.	F 10B
Cogenberry Ct	B 4L	Marbury Ln.		Tallowood Dr.	B 2G
Cove Ln.	F 6B	Marlington Dr.	F 5B	Thistle Ct.	B 7D
Cranberry Ct.	F 7D	Maywood Dr.	B 2H	Tranio Ct.	
Crocus Ln..	F 9D	Melody Ln.	F 8C	Trisail Ct.	
Cypress Ct.	F 9A	Mimosa Trail	B 4F	Vista Dr.	F 11E
Dalebrook Dr.	F 10D	Moncure Ct.	F 5D	Waterway Dr.	
Dartmoor Dr.	F 9A	Moncure Dr		Wendy Ct.	
Deer Park Dr.	F 10C	Northgate Dr.		Willow Oak Pl.	B 3F
Dickerson Pl	F 10D	Olivia Way		Windward Ct.	
Dolphin Dr.	F 7B	Oriole Ct	F 10E	Wintercress Ct.	B 2G
Edgehill Dr	B 4E	Outlook Pl		Woodglen Ct.	B 3G
Edgewood Dr	F 9C	Paige Point Way	B 4L	Yorktown Dr.	B 5E

ATTACHMENT THREE

MPOA MAINTAINED STREETS

MPOA Building (including all paved areas and concrete sidewalks from Waterway Drive)

Andrews Place	F 6
Barger Place	F 6C
Beacon Hill Place	F 5C
Bishop Place	F 5B
Butler Place	F 5C
Chapman Place	F 5C
Corwin Place	F 5C
Devonald Place	F 5D
Duncan Place	F 5B
Fawn Place	F 5C
Greenfield Place	F 5B
Harmony Place	F 5C
Maybury Place	F 5B
Myrtle Place	F 5C
Nightengale Place	F 5B
Pleasant Hill Drive	F 5C
Eyebrows on Northgate Drive	
Eyebrows on Waterway Drive	

ATTACHMENT FOUR

Sub-Association Owned and Maintained Streets

Sub-association snow removal street order below will rotate with each snow event.

Southlake Landing

Backwater Ct.	F 3B
Montview Dr.	F 3C
Saltwater Dr.	F 3B
Widewater Dr.	F 3C

Southlake Cove

Barnacle Pl.	F 2C
Beachland Way	B 2D
Buena Vista Dr.	F 2C
Ebbtide Ct.	F 2D
Landsdale Pl.	F 2C
Lands End Ct.	F 1C
London Pl.	F 2C
Marshlake Ln.	F 2C
Port Washington Ct.	F 2D
Sanibel Ct.	F 2C
Seal Pl.	F 2C
Southlake Rec	F 9D
View Point Circle	F 2C
Winding Creek Dr.	B 2D

Alexander Square

Alexander Place	F 8A
Henderson Lane	F 8A

Nob Hill

Cliffview Dr.	B 7F
Jonathan Ct.	B 7F
Kenton Ct.	B 8G
Vals Way	B 8F
Whisperwood Ct.	B 8G
Windsong Ln.	B 8F

The Island HOA

Keswick Ct.	B 4D
Royal Crescent Ct.	B 4D
Timber Ridge Dr.	B 4E

Northside Townhomes

Bridgeport Dr.	B 2H
Maple Glen Ct.	B 2H
Millspring Dr.	B 2H
Sugar Maple Ct.	B 2H
Oak Crest Ct.	B 2H

Waters Edge

Beachwater Ct.	B 2E
Inlet Pl.	B 3E
Spring Branch	B5E
Streamside Ct.	B 3E
Waters Edge Ct.	B 2E

ATTACHMENT FIVE

Street Snow Removal Sequence

TRUCK # 1

Waterway Dr. Eyebrows (4) **

WETA

*Inlet Pl. **
*Streamside Pl. **
*Spring Branch Blvd **
*Beachwater Ct **
*Waters Edge Ct. **

NORTH SIDE

*Sugar Maple Ln **
*Oak Crest Ct. **
*Maple Glen Ct. **
*Bridgeport Ct. **
*Millspring Dr. **

ISLAND HOMES

* Timber Ridge Dr.
* Keswick Ct.
* Royal Crescent Ct.

NOB HILL

Cliffview Dr **
Windsong Ln **
Vals Way. **
Kenton Cr. **
Whisperwood Ct **
Jonathan Ct. **
Cliffview Ct. **

ALEXANDER SQUARE

Alexander Pl. **
Henderson Ln. **

SOUTHLAKE LANDING

*Saltwater Dr
* Backwater Ct

TRUCK # 2

MPOA Streets

*Duncan Pl.
*Greenfield Pl.
*Maybury Pl.
*Nightengale Pl. **
*West Beach Parking Lot.
*Corwin Pl. **
*Beacon Pl. **
*Myrtle Pl. **
* Bishop Pl. **
* Andrews Pl. **
*Barger Pl. **
*Butler Pl. **
*Fawn Pl. **
*Fawn Pl. **
*Harmony Pl. **
* Pleasant Hill Pl. **
* Devonald Pl. **
* Chapman Pl.

SOUTHLAKE COVE

*Winding Creek Dr.
*Lands End Ct.
*Buena Vista Dr. **
*Beachland Way **
Ebbtide Ct. **
*Port Washington Ct. **
*Sanibel Ct. **
*London Pl. **
*Barnacle Pl. **
*Seal Pl. **
*Landsdale Pl. **
*Viewpoint Cr. **
*Marshlake Ln. **

SOUTHLAKE LANDING

*Widewater Dr. **
*Montview Dr. **

SAND TRUCK #3

*MPOA Office Lot
Northgate Eyebrows (3)
**Sanding Operations
throughout community**

Upon completion of the above designated streets, each truck shall return to the top of the sequence and repeat the order of street clearing in the event it is snowing during plowing operations.

* Indicates storm or roadside drains that drain to Lake Montclair.

** Indicates streets that are likely to be treated with sand.

ATTACHMENT SIX

Snow Removal on Sidewalks:

Snow clearing of sidewalks shall commence when and only when precipitation has stopped and in order as follows. Sidewalks which provide Montclair students with access to school will be given priority.

1. MPOA office sidewalks and steps;
2. Western side of Waterway Drive sidewalk, to Olivia Way. The sidewalks on both sides of Southlake Blvd shall also be cleared from Waterway to Buena Vista Drive.
3. Forest Park High school foot path, from street (Olivia Way) to the fence/school property line.
4. Waterway Drive, both sides, from Spring Branch Blvd. to Cliffview/Ridgecrest.
5. Waterway Drive, both sides, from Ashgrove to Monview.
6. Waterway Drive, both sides, from Cliffview/Ridgecrest to Ashgrove, and Montview to Southlake blvd.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.
ADMINISTRATIVE RESOLUTION NO. 12-101

July 11, 2012

Procedures for Receiving and Reviewing Complaints

WHEREAS, Article 4, Section 4.1 of the Bylaws states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the Members;"and,

WHEREAS, in the exercise of the said authority, the Board of Directors intends to hereby establish policies and procedures for receiving, considering and resolving complaints about actions, inactions or decisions by the Association, the Association Board of Directors or the Association management agent consistent with requirements of 18 VAC 48-70-30

NOW, THEREFORE, BE IT RESOLVED THAT the following complaint policies and procedures are hereby adopted, which procedures shall supersede and replace any previously adopted policies and procedures relating to the same subject.

- A. All complaints shall be in writing on the Complaint Form attached hereto as Exhibit "A," the instructions on which are incorporated into and made a part of these complaint policies and procedures and shall be submitted to the management office at 3561 Waterway Drive, Montclair, Virginia 22025-1000.
- B. Management shall hand deliver a written acknowledgement of receipt of each properly completed and submitted Complaint Form to the complainant at the time of receipt or by certified or registered mail, return receipt requested, or electronic means, provided management retains sufficient proof of electronic delivery, not later than seven days upon receipt of the complaint.
- C. Promptly upon receipt, management shall review each Complaint Form and attachments received to determine if they contain sufficient information to evaluate and act upon the complaint. In the event that the Complaint Form, together with any attached documents, is insufficient to evaluate and act upon, management shall request of the complainant, by certified or registered mail, return receipt requested, or electronic means, provided management retains sufficient proof of electronic delivery, within seven days of receipt of the Complaint Form, such additional information or documentation as is necessary in order to do so.
- D. If the complainant fails to provide such additional requested information or documentation within fifteen days of management's request, the Board of Directors, in its sole discretion, may either address the complaint on the basis of the available information or consider the complaint resolved and the complaint process shall be closed. In the event the complaint is deemed resolved under the provisions of this paragraph, management shall mail to the complainant by certified or registered mail, return receipt requested, or electronic means, provided management retains sufficient proof of electronic delivery, within seven days of the Board's decision, notice of that decision and that the complaint process with respect to the complaint has been closed.

- E. When the Complaint Form, together with any attached documents and any requested additional information is complete and provides sufficient information to process the complaint, the complaint shall be considered by the Board of Directors at the next regular or special meeting that is convened at least two weeks thereafter. Written notice of the time, date and location of the Board meeting at which the complaint will be considered shall be provided to the complainant by hand delivery, certified or registered mail, return receipt requested, or electronic means, provided management retains sufficient proof of electronic delivery, within a reasonable period of time prior to the Board meeting.
- F. The Board of Directors shall dispose of the complaint by taking such action as the Board deems appropriate to grant the relief sought, including without limitation issuing sanctions, modifying practices or dismissing the complaint. Within seven days after the Board of Directors makes a final determination with respect to the disposition of the complaint, management shall provide written notice of the final determination to the complainant by hand delivery, certified or registered mail, return receipt requested, or electronic means, provided management retains sufficient proof of electronic delivery.
- G. The notice of final determination shall be dated as of the date of issuance and include specific citations to applicable association governing documents, laws or regulations that led to the final determination and shall include the registration number of the Association and the license number of the common interest community manager. The notice of final determination shall include a statement that the complainant has the right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Ombudsman and that the Ombudsman may be contacted at (804) 367-2941 or cicombudsman@dpor.virginia.gov.
- H. Management shall maintain a record of each complaint received and the disposition of the same for one year from and after the date of issuance of the notice of final determination.
- I. The policies and procedures set forth in this Resolution shall apply to all complaints received after the date of adoption hereof.

This resolution was adopted and approved by the Board of Directors at a duly convened meeting of the Board of Directors at which a quorum was present on this 11th day of July, 2012.

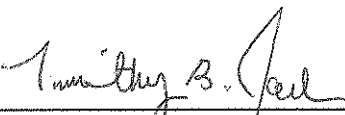
MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

By:



Ned Greene, President

ATTEST:



Timothy B. Jack, Secretary

Montclair Property Owners Association, Inc.
3561 Waterway Drive
Montclair, Virginia 22025-1000
(703) 670-6187

ASSOCIATION COMPLAINT FORM

INSTRUCTIONS

This complaint form is for use by persons who wish to file written complaints with Montclair Property Owners Association, Inc., regarding the action, inaction or decision by the Association, its Board of Directors or managing agent believed to be inconsistent with applicable laws and regulations.

Legibly describe the complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Please include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, please attach a separate sheet of paper to this complaint form. Please attach any supporting documents, correspondence and other materials related to the complaint.

Sign, date and print your name and address below and submit this completed form to the Association at the address listed above.

COMPLAINT

Printed Name

Signature

Date

Mailing Address

Lot/Unit Address

E-mail Address

Phone Number

Contact Preference: ☐ Phone ☐ E-mail ☐ Other

If, after the Association's consideration and review of the complaint, the Board of Directors issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee, paid by complainant. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
804/367-2941
CICOmbudsman@dpor.virginia.gov

For Association Use Only: Received by: _____ Date: _____

**MONTCLAIR PROPERTY OWNERS ASSOCIATION
BOARD OF DIRECTORS MEETING
December 12th, 2018
Page 3 of 9**

Motion #18-220

Chaired by: Hansen

Move to approve minutes of December 5th, 2018 Special Board of Directors Meeting.

Moved by Larkin
Seconded by Spiess

FOR: Czapiewski, Greene, Hansen, Keenan, Rash, Spiess, Taggart

AGAINST:

ABSTAIN: Cheng-Khan, Clemens , Larkin

MOTION PASSED

Motion #18-221

Chaired by: Hansen

Move to approve standing resolution to state: Trees and shrubs planted on MPOA common area and MPOA-maintained medians will be species planted in accordance with Virginia Cooperative Extension (VCE) and Virginia Department of Conservation and Recreation (OCR recommendations, prioritizing native plants and diversifying species. Plants will be mulched in accordance with VCE recommendations.

Moved by Rash
Seconded by Clemens

MOTION PASSED BY ACCLAMATION

Motion #18-222

Chaired by: Hansen

Move to add Community Guideline 2.6.1 and add Community Guideline 2.6.3 to read:

2.6.1 Recording by Board Members

Removed all proposed changes; this section will remain the same.

2.6.3 Recording by a Committee

The Communications Committee recording team is permitted to record meetings and events on behalf of the Board of Directors. The recording team may use audio and video equipment to record and/or live-stream meetings or events for the purpose of making the recorded content available to association members.

- a. The recording team members must submit a volunteer form to the Community Manager before participating in the recording process.
- b. The recording team leader will provide the Community Manager with an unedited version of the recording for use with generating the meeting minutes or other review within two business days of the meeting occurrence. This will become the recording secretary's recording of the meeting.
- c. The recording team will edit (without removing content) the recording and the recording team leader will provide the edited version to the Community Manager within 10 business days of the meeting or event occurrence.
- d. The recording team leader will work with the Community Manager to request MPAC approval to post the edited version of the recording to a designated hosting site for association members to view.
- e. Association Members shall send requests to access to the meeting or event recording to the Community Manager. The Community manager will verify that the requester is an association Member and provide instructions to the approved requestor on how to access the recording.
- f. The recordings of Board meetings will be available for viewing by association Members for 30 days after the posting date, unless a majority of the voting Board members determine otherwise.

Moved by Spiess
Seconded by Cheng-Khan

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION NO. 21-002

Non-Discrimination

WHEREAS, Section 4.1 of the Bylaws of Montclair Property Owners Association, Inc. (“Bylaws”) provides that the business and affairs of Montclair Property Owners Association, Inc. (“Association”) shall be managed by the Board of Directors (“Board”);

WHEREAS, Section 4.1 of the Bylaws further provides that the Board shall have all powers, duties and authority necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Virginia Property Owners’ Association Act (“Act”) or the Association Documents to be exercised and done by the Members;

WHEREAS, the Association is committed to a policy of equal housing opportunity and does not support, condone or commit acts of discrimination against persons protected under the federal and state fair housing laws and regulations; and

WHEREAS, the Board believes it in the best interest of the Association, Association residents and agents to establish and publish a policy confirming Association and Board commitment to compliance with all laws guarding against discrimination and ensuring equal housing opportunity under the law as well as promoting sensitivity and respect for the diverse racial, ethnic and cultural backgrounds represented by owners and residents of Montclair.

NOW, THEREFORE, BE IT RESOLVED THAT

1. The Board hereby affirms the policy of the Association to comply with all federal, state and local laws and ordinances designed to ensure that all owners, residents, potential owners and potential residents, guests and employees of the Association are treated in a non-discriminatory manner and afforded equal housing opportunity under the law. These laws include, but are not limited to, the following:

- The Fair Housing Act, 42 U.S.C. 3601 et. seq. and related regulations issued by the Department of Housing and Urban Development;
- Virginia Fair Housing Law, Virginia Code Section 36-96.1 et. seq. and related regulations issued by the Department of Professional and Occupational Regulation; and
- Prince William County Code, Chapter 10.1 Human Rights et. seq.

2. The Association will neither tolerate nor accept harassment or intimidation of an owner, resident or guest or members of staff and management because of a person’s race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status, or disability.

3. The Board strongly affirms that any act or statement by any member of the Association, member of the Board, member of any Association committee or any Association management agent or employee who denigrates, discriminates or defames, in any manner, any person or group of persons with respect to race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status, or disability is contrary to the standard of conduct expected in Montclair.

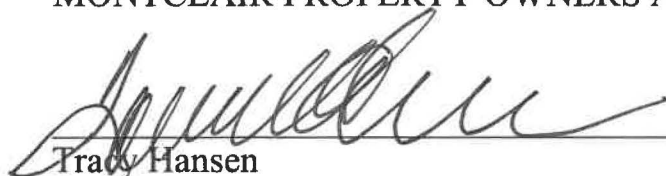
4. The Board shall treat each other, Association members, residents, guests and Association management and staff with respect and shall encourage others to act similarly.

5. Individuals are encouraged to report violations of this Policy to the Board or Association management agent.

6. The Association, acting through the Board, shall take steps to encourage compliance with the provisions of this Policy by all means available to the Association, including but not limited to, following Association due process procedures (including the imposition of sanctions after an opportunity to cure, notice of hearing and a hearing are provided) and initiating legal proceedings.

Adopted at the Board of Directors' Meeting on June 9, 2021, effective July 9, 2021.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.



Tracy Hansen
President

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION NO. 21-003

Policy Governing Requests for Reasonable Accommodations/Modifications

- I. Policy: Montclair Property Owners Association, Inc. ("Association") has certain obligations under the federal Fair Housing Act and the Virginia Fair Housing Law to provide equal opportunity for housing to all owners, residents and prospective residents who are members of a protected class. The Association must permit reasonable modifications to the common area and lots and make reasonable accommodations in Association rules, practices, policies, or services which can be reasonably provided to afford owners, residents and prospective residents who have a disability an equal opportunity to use and enjoy the common elements and units.

This policy provides procedures for residents, prospective residents and other affected individuals who require an accommodation or modification to initiate a request and for the Association Board of Directors ("Board") to evaluate, respond, and implement appropriate action on the request.

- II. Definitions: Unless otherwise provided by applicable law, the following definitions are applicable to this policy:
- A. Disability – *Disability* (used interchangeably with *handicap*) means with respect to a person, (1) a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) a record of having such impairment, or (3) being regarded as having such an impairment.
 - B. Reasonable Accommodation – *Reasonable accommodation* means an exception, change or adjustment to a rule, policy, procedure, practice or service that may be necessary to provide a person with a disability an equal opportunity to use and enjoy the common area or lot. Generally, reasonable accommodations are at the expense of the Association.
 - C. Reasonable Modification – *Reasonable Modification* means a structural change made to existing common area or a lot in order to afford the requesting person full enjoyment of the common area or lot. Generally, reasonable modifications are at the expense of the person requesting the modification

III. Requests for Reasonable Accommodation or Modification:

- A. Submission of Request: All requests for accommodation or modification must be made in writing and delivered to the General Manager at the following address:

Montclair Property Owners Association, Inc.
Attn: General Manager
3561 Waterway Drive
Montclair, Virginia 22026-1000

This is necessary to ensure that all requests are properly logged and considered. Please do not make oral requests or requests to any Association representative over than the General Manager (i.e., individual board members, etc.).

B. Contents of Request: The request for reasonable accommodation or modification should include at least the following:

- 1) Name of requesting party.
- 2) Mailing address, email address, and telephone number of requesting party.
- 3) Do you own or lease the unit? If lease, please give the commencement and termination dates of the lease.
- 4) The nature of your disability and whether the disability is permanent or temporary.
- 5) A description of the proposed modification or accommodation requested, including a *specific* description of how the modification or accommodation is necessary to address the major life activity that is impacted by your disability.
- 6) Where possible, please provide written correspondence from your doctor identifying the disability and the nexus between the disability and the requested accommodation or modification. A form your doctor can use is attached to the policy as Exhibit B.
- 7) Whether the request is considered to be an emergency or if there is a specific time period by which the request must be considered and the reasons for expedited consideration of the request.

The Association encourages you to use the request form attached to this policy as Exhibit A. If you have questions, please contact the General Manager.

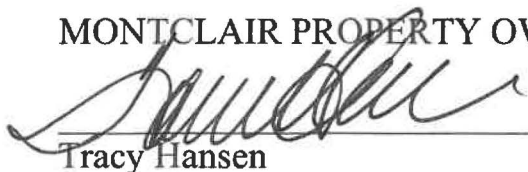
IV. Consideration of Requests:

- A. The Association will acknowledge receipt of the request and will advise the requesting party that every effort will be made to respond to the request within fourteen days from the date the request was received, provided that all necessary information is included in the request. The response time will vary depending on many factors including the nature of the request, the urgency of the request, and the Board meeting schedule.
- B. If the requesting party is a tenant who is requesting a change to the interior of a lot that does not require Association approval, the requesting party will be directed to make the request directly to the lot owner. If the request requires Association approval, the request will be processed as provided below.

- C. The General Manager will (1) make a record of receipt of the request, (2) review the contents of the request to confirm whether information described in Paragraph III.B of this policy is included, and (3) provide a copy of the request to the Association President. If there is an apparent legal issue about the disability or the nature of the requested accommodation or modification, or if otherwise appropriate, the President will send a copy of the request to Association legal counsel.
- D. If any information described in Paragraph III.B of this policy is missing, or if any additional information or clarification is necessary, the General Manager will notify the requesting party. If it is not clear to the Board that the requesting party is disabled, the requesting party may be asked to submit additional documentation.
- E. If any requested accommodation or modification requires an expenditure of funds for which the Association is responsible, the General Manager will ascertain the probable expenditure. If the requested accommodation or modification is a one-time expenditure of \$100.00 or less, the President is authorized to approve the accommodation without referral to the Board. Any other request shall be referred to the Board for consideration at the next regularly scheduled Board meeting. In the event of an emergency, the President may convene a special Board meeting.
- F. The General Manager will notify the requesting party of the decision of the Board. If the request is granted, the General Manager will make all necessary arrangements for the implementation of the request.
- G. In the event that the Board of Directors does not approve the request in whole or in part, the Board acting through the President, or such other person designated by the President, will communicate with the requesting party in an attempt to resolve the matter in some other manner than requested.
- H. In resolving any request, the Board encourages, but does not require, that the requesting party meet with the Board to review the request, the disability-related need, and the possible alternatives.

Adopted at the Board of Directors' Meeting held on June 9, 2021,
effective July 9, 2021.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.



Tracy Hansen
President

**Exhibit A**

Montclair POA
3561 Waterway Drive
Montclair, VA 22025
Attn: General Manager

Request for Reasonable Accommodation / Modification

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Account #

City State ZIP Code

Phone: _____ Email _____

Do you own the residence? YES ☐ NO ☐ If no, when does the lease expire? _____

Is the owner aware of your request? YES ☐ NO ☐ If yes, when? _____

Is the request for the applicant? YES ☐ NO ☐ If no, who? _____

Will there be a cost to the Association? YES ☐ NO ☐ If yes, how much? _____

Reason for Request

Explanation: Please describe the disability and the requested accommodation or modification, and the disability-related need for the request.

Signature

For Office Use Only

Was the application complete?

YES
☐

NO
☐

If no, was additional information requested? _____

Confirmation letter sent?

YES
☐

NO
☐

If yes, when? _____

Was Board notified?

YES
☐

NO
☐

If no, why? _____

Turned over to Attorney?

YES
☐

NO
☐

If no, why? _____

BOD Meeting & Decision? _____

Decision letter sent?

YES
☐

NO
☐

If yes, when? _____

Appeals Process (If Applicable)

Appeal letter received?

YES
☐

NO
☐

If yes, when? _____

Appeal hearing scheduled?

YES
☐

NO
☐

If yes, when? _____

Association Attorney Present?

YES
☐

NO
☐

If yes, name? _____

Final BOD Decision:

Decision letter sent?

YES
☐

NO
☐

If yes, when? _____

Additional Comments/Information:



Montclair POA
3561 Waterway Drive
Montclair, VA 22025
Attn: Asst General Manager

Doctor Confidential Certification Letter

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

I declare that the following statements are true and correct to the best of my knowledge:

1. _____, ("Patient") is my patient whose address is

2. My name, business address, and business telephone number are as follows:

3. I am a duly licensed _____ in the Commonwealth of Virginia.

4. I am also certified in the following medical specialty(ies), if any:

5. The Federal Fair Housing Act defines a person with a disability as one who has "(1) a physical or mental impairment which substantially limits one or more of such person's major life activities, (2) a record of having such an impairment, or (3) being regarded as having such impairment." I hereby certify that Patient has a disability in accordance with the Fair Housing Act due to the following condition or for the following reasons:

6. If you have certified that the Patient is handicapped in No. 5 above, can this condition be treated to prevent any substantial limits in any of the Patient's major life activities? Explain any qualifications to your answer.

7. If your answer to No 6 above indicates that the condition is treatable, is the Patient's condition being treated to prevent any substantial limits in any of the Patient's major life activities? Explain any qualifications to your answer.

8. I am aware that my Patient is requesting an accommodation to rules, regulations or policies of Montclair Property Owners' Association or is requesting a modification to Association common area or the dwelling that requires Association approval.

9. I hereby certify that my patient's request referenced in No 8 above alleviates or mitigates Patient's disability described in No. 5 above or otherwise assists Patient in using and enjoying Patient's home or the common facilities in the MPOA for the following reason(s):

10. I understand that this information is solely for the internal use of the Association, will be kept confidential, and will be provided only to authorized representative of the Association who periodically may need to verify and re-validate that this information is still correct.

I understand that, if a dispute arises concerning these issues, I may be called upon to testify concerning my professional opinions set forth in this declaration.

Signature _____

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION NO. 21-004

Board and Committee Meeting Guidelines

WHEREAS, Section 4.1 of the Bylaws ("Bylaws") of Montclair Property Owners Association, Inc. ("Association") provides that the Board of Directors ("Board") shall exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

WHEREAS, Section 55.1-1816.A of the Act requires all Board and any Association committee ("Committee") meetings to be open to all lot owners of record and prohibits the Board from using executive sessions or other informal gatherings to circumvent the open meeting requirements;

WHEREAS, Section 55.1-1816.B of the Act provides that notice of the time, date and place of Board and Committee meetings must be published where it is reasonably calculated to be available to a majority of the lot owners;

WHEREAS, Section 55.1-1816.B of the Act provides that a lot owner may request to be notified on a continual basis of any Board or Committee meeting such that the request is made at least once a year in writing and includes the name, address, zip code and email address of the requesting owner;

WHEREAS, Section 55.1-1816.B of the Act provides that notice of special or emergency meetings shall be given contemporaneously with the notice provided to Board or Committee members conducting the meeting;

WHEREAS, Section 55.1-1816.B of the Act further requires at least one copy of all agenda packets and materials furnished to members of the Board or Committee to be made available for inspection by lot owners at the same time the documents are furnished to the Board or Committee;

WHEREAS, Section 55.1-1816.B of the Act provides that any member may record any portion of a meeting that is required to be open and the Board or Committee conducting the meeting may adopt rules governing the placement and use of equipment necessary for recording a meeting to prevent interference with the proceedings and requiring the member recording the meeting to provide notice that the meeting is being recorded;

WHEREAS, Section 55.1-1816.B of the Act further provides that Board or Committee meetings may be conducted by telephone conference or video conference or similar electronic means, and requires at least two members of the Board be physically present at the meeting place included in the notice;

WHEREAS, Section 55.1-1816.C of the Act provides that the Board and any Committee may convene in executive session for certain purposes and under certain conditions established in the Act;

WHEREAS, Section 55.1-1816.D of the Act further requires that the Board or Committee provide a designated period of time during meetings to allow lot owners an opportunity to comment on any matter relating to the Association, subject to reasonable rules adopted by the Board;

WHEREAS, the Board deems it to be in the best interest of the Association to adopt a policy establishing guidelines required under the Act and for conducting Board and Committee meetings.

NOW, THEREFORE, BE IT RESOLVED that the Board adopts the following policies and procedures for the conduct of Board and Committee meetings.

I. MEETING PROCEDURES

A. Notice of Meeting. Notice of the time, date and place of each Board or Committee meeting shall be provided to lot owners and members of the Board and Committee in accordance with this section. If the meeting is being held partially or entirely by electronic means, the notice shall include instructions for attending the meeting.

1. Board & Committee Members. Notice shall be provided to Board and Committee members at least two days prior to the scheduled meeting date of the Board and Committee meetings, respectively.
2. Lot Owners. Notice of the time, date and place of each Board or Committee meeting shall be published where it is reasonably calculated to be available to a majority of lot owners.

B. Access to Meeting. All Board and Committee meetings shall be open to lot owners as observers, except that lot owners shall be entitled to participate during the open comment period and where otherwise invited to comment by the Meeting Chair. Registration may be required for lot owners to be admitted to the meeting; however, attendance may not be denied to any lot owner. If registration is not required, the Board, Committee or designated Association agent shall take reasonable steps to verify that those attending the meeting by electronic means are authorized to attend the meeting.

C. Meeting Materials. A copy of the agenda and meeting materials furnished to the Board or Committee, other than materials for matters to be considered in executive session pursuant to Section 55.1-1816.C of the Act, shall be made available for inspection by lot owners two days prior to the meeting date and/or at the place of the meeting. For meetings held partially or entirely by electronic means, a copy of the agenda and meeting materials shall be made available for inspection by lot owners by electronic means on the Association's website.

D. Meeting Minutes. The Board and Committee shall keep minutes of each meeting. The minutes shall state whether the meeting was held partially or entirely by electronic means as well as the electronic means used for the meeting.

E. Recording of Meeting. Portions of Board and Committee meetings required to be open may be recorded, provided that the method of recording the meeting does not interfere with

the meeting. Any person intending to record the meeting must notify the Meeting Chair *prior to the meeting* that the meeting will be recorded.

II. CONDUCT OF MEETINGS

A. Administration of Meeting. Unless absent, the Association President or the Committee chair shall preside over meetings of the Board or Committee, respectively (“Meeting Chair”). If the meeting is held partially or entirely by electronic means, the Meeting Chair may designate a member of the Board or Committee or the Association managing agent as the *virtual meeting host* to administer the meeting platform (“Host”). The Host shall follow directives of the Meeting Chair, including the admission of attendees, muting and unmuting attendees, and removal of attendees.

B. Proper Decorum. All persons in attendance shall conduct themselves in a considerate and businesslike manner. All meeting attendees, including Board and Committee members, must employ video cameras when speaking, if possible. Language, tone and volume at meetings shall be kept courteous.

C. Maintaining Order. The Meeting Chair shall follow procedures outlined below to maintain order in the conduct of the meeting.

1. Call to Order. The Meeting Chair shall make efforts to restore order if conduct is disruptive.
2. Mute. If a person attending the meeting by electronic means refuses to come to order, the Meeting Chair may direct the Host to mute the attendee.
3. Removal from Meeting. If the attendee continues to disrupt the meeting, the Meeting Chair may direct the attendee to leave the meeting; for persons attending the meeting by electronic means, the Meeting Chair may direct the Host to remove the attendee from the meeting, if attempts fail to encourage the attendee to come to order. A Board or Committee member may be removed from the meeting upon a majority vote of the Board or Committee members.
4. Other Actions. Meeting attendees who do not comply with this Resolution also may be subject to additional sanctions in accordance with due process procedures established in Section 55.1-1819 of the Act and Association Policy Resolution: **Community Guidelines; Sections 1.5 Enforcement and Article 5, Covenants Enforcement**.

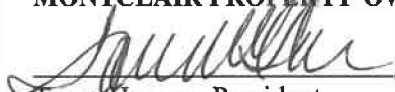
D. Open Comment Period. A period of time shall be designated at each meeting to allow lot owners an opportunity to comment on any matter relating to the Association. The duration of and the number of topics a lot owner may comment on during open forum may be limited by the Meeting Chair.

E. Executive Session. The Board and any Committee may convene in executive session in accordance with Section 55.1-1816.C of the Act to consider the following matters:

1. Purpose. Executive session may be convened only for the Board or Committee to consider the following matters:
 - Personnel matters;
 - Consultation with legal counsel;
 - Discussion and consideration of contracts;
 - Discussion of probable or pending litigation;
 - Discussion and consideration of matters involving violations of the governing documents or rules and regulations adopted pursuant thereto for which a lot owner, his family members, tenants, guests or other invitees are responsible;
 - Discussion and consideration of the personal liability of lot owners to the Association; and
 - Such other purposes permitted by the Act.
2. Procedure. To convene in executive session, the Board or Committee must take an affirmative vote in an open meeting to assemble in executive session. The motion shall state specifically the purpose for the executive session. Reference to the motion and stated purpose for the closed session shall be included in the minutes. The motion shall be substantially in the form attached to this Resolution as Exhibit 1.
3. Consideration of Matters. The Board or Committees shall restrict the consideration of matters during the executive session portion of meetings only to those purposes stated in the motion.
4. Action on Matters. No contract, motion or other action adopted, passed or agreed to in executive session shall become effective unless the Board or Committee, following the executive session, reconvenes in open meeting and takes a vote on the contract, motion or other action. The substance of the matter discussed in executive session and voted upon in open meeting must be reasonably identified in the open meeting and in meeting minutes.
5. When Meeting by Electronic Means. When the meeting is held partially or entirely by electronic means, all attendees not members of the Board or Committee shall be removed when executive session is assembled. Instructions for re-entering the meeting when executive session concludes will be provided before attendees are removed. The Board may take additional steps, appropriate to the circumstances, to confirm that only those authorized to participate in executive session are present.

Adopted at the Board of Directors' Meeting held on JULY 14 2021, effective _____, 2021.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.



Tracy Hansen, President

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

CLOSURE MOTION FOR EXECUTIVE SESSION

Mr./Madam President (Chair), I move that this meeting be recessed and the Board of Directors (Committee) immediately reconvene in executive session to:

- ☐ Consider personnel matters.
- ☐ Consult with legal counsel.
- ☐ Discuss and consider contracts.
- ☐ Discuss and consider pending or probable litigation.
- ☐ Discuss and consider matters involving violations of the declaration or rules and regulations.
- ☐ Discuss and consider the personal liability of members to the Association.

as permitted by Section 55.1-1816.C of the Virginia Property Owners' Association Act.

These matters are identified in the meeting agenda as items:

Section 55.1-1816.C of the Virginia Property Owners' Association Act provides:

No contract, motion, or other action adopted, passed, or agreed to in executive session shall become effective unless the executive board or subcommittee or other committee of the executive board, following the executive session, reconvenes in open meeting and takes a vote on such contract, motion, or other action, which shall have its substance reasonably identified in the open meeting. The requirements of this section do not require the disclosure of information in violation of law.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION NO. #21-005

Pertaining to Dangerous Dogs

WHEREAS, Section 4.1 of the Bylaws of Montclair Property Owners Association, Inc. ("Bylaws") provides that the business and affairs of Montclair Property Owners Association, Inc. ("Association") shall be managed by the Board of Directors ("Board");

WHEREAS, Section 4.1 of the Bylaws further provides that the Board shall have all powers, duties and authority necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Virginia Property Owners' Association Act ("Act") or the Association Documents to be exercised and done by the Members;

WHEREAS, Section 6.1(b) of the Amended Declaration for Montclair ("Declaration") provides that nothing shall be done or kept on the Property which will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses without the prior written consent of the Board; including without limitation any activities which are unsafe or hazardous with respect to any person or property;

WHEREAS, Section 2.2 of the Declaration establishes authority of the Board to regulate Association Common Area and with the establishment of a dog park on the Common Area, the Board should address circumstances that may occur as a result of barking dogs, whether in the dog park or elsewhere in Montclair; and,

WHEREAS, the Board has determined that it is in the best interest of the Association to adopt rules governing dangerous dogs in Montclair.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the following rules governing dangerous dogs in Montclair.

ARTICLE 1

Definition

"Dangerous Dog" – A canine which has caused injury to a person or other animal, not including an animal owned by the same person, or killed a person or another animal in accordance with Section 3.2-6540 of the Code of Virginia ("Code").

ARTICLE II

Rules

A. An Owner, resident or Association management who has reason to believe that a dog is a Dangerous Dog, as that term is defined above, shall immediately submit, in writing, a report to the Board (and Association management if Association management is not a witness to the incident) that includes the following information:

1. Dog identifying information, including but not limited to, breed, size, approximate age, color, name (if known) and any other identifying qualities;
2. Dog owner identifying information, including but not limited to, name, address, contact information;
3. Description of incident prompting report, including but not limited to, date, time, location, names and contact information of those involved in or witness to the incident including any photographs or video of the incident; and,
4. Description of any injury or damages sustained by those involved in the incident.

B. Upon receipt of the incident report, the Board shall confirm receipt and immediately notify Prince William County law enforcement or Animal Control about the incident and provide a copy of the incident report.

C. Pending evaluation of the incident by Prince William County law enforcement or Animal Control, the Dangerous Dog shall be prohibited from accessing any Association Common Area for any reason at any time, including for ingress and egress except in a closed and locked carrier or inside a vehicle with the windows rolled up. Additionally, the Dangerous Dog must be leashed at all times when on a Lot, regardless of whether the Lot is enclosed by a fence.

D. The incident report shall be maintained in the Lot file of the Owner of the Dangerous Dog. Regardless of whether the dog is determined to be dangerous by Prince William County, if a subsequent incident occurs involving the same dog, the procedures outlined above shall be followed and the Board may initiate legal action in Prince William County, Virginia courts to seek removal of the dog from Montclair permanently.

Adopted at the Board of Directors meeting on December 8, 2021 and became effective on January 7, 2022.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.


Tracy Hansen, President

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION 23-001

Trash and Recycling Collection Services Policy

WHEREAS, Section 4.1 of the Bylaws of Montclair Property Owners Association, Inc. establishes that the business and affairs of the Montclair Property Owners Association, Inc. ("Association") shall be managed by the Board of Directors ("Board");

WHEREAS, Section 6.2 of the Amended Deed of Dedication Agreement and Declaration of Covenants, Conditions, and Restrictions ("Declaration") empowers the Board to adopt, amend and repeal Rules, Regulations, and Policies restricting and regulating the use and enjoyment of the Property or of any portion thereof;

WHEREAS, Section 4.2(e) of the Declaration provides that the Association may provide certain services to owners on a contractual basis pursuant to section 5.7; provided, however, that the charge for such services shall be assessed against such owner's lots in accordance with the terms of the contract;

WHEREAS, Section 5.7 of the Declaration provides that the Association may, in the sole discretion of the Board, provide additional services to owners and to any sub-association located within Montclair on a contractual basis. The charges for such services shall be assessed to the lot of the owner or charged to the sub-association;

WHEREAS, the Board has determined that it is in the best interest of the Association to enter into a Trash Service Agreement ("Agreement") with Disposal Services, LLC ("Disposal Services") for trash and recycling collection services ("Services") in Montclair;

WHEREAS, Disposal Services has provided several options for Services to lots with single-family detached homes and to townhouse sub-associations which options are set out in Exhibit A hereto;

WHEREAS, Disposal Services requires that in order to provide Services to single-family homes, the Association must select one level of service applicable to all single-family homes; however, each owner of single-family home may decide whether to accept such Services or contract with a different trash company;

WHEREAS, in order to provide Services to lots in a townhouse sub-association, the sub-association must agree that Services are to be provided to all lots in the sub-association; and

WHEREAS, the Association will pay Disposal Services for all Services provided under the Agreement and bill the cost thereof to the owners of single-family homes and to the sub-associations for all lots in the sub-association.

NOW, THEREFORE, BE IT RESOLVED that the Board establishes the following policy concerning Services provided by Disposal Services under the Agreement.

1.1 Opt-in for Services: The Association will select the level of service to be provided to owners of single-family homes not in a sub-association, and each sub-association may select the level of service for all lots in the sub-association under the options attached as Exhibit A. Single-family home lot owners may choose (opt-in) to have Services provided under the Agreement with Disposal Services.

Sub-associations may also opt-in to have Services provided under the Agreement for lots in the sub-association. Services for lots within sub-associations will only be provided if the sub-association contracts with the Association for Services for all lots in the sub-association. Each sub-association may choose the service option that the sub-association deems best for its members on an fiscal year basis, as set forth in Section 1.3 below. All lots in the sub-association will be provided Services under the option selected by the sub-association.

1.2 Payment: Pursuant to Section 5.7 of the Declaration, single-family home lot owners and sub-associations who opt-in for Services by Disposal Services will be obligated to pay the Association for Services through the Association. The sub-association is solely responsible for collecting payment for Services from its members. If the sub-association opts-in, the sub-association will pay the appropriate fee for all lots in the sub-association.

1.3 Opt-In/Opt-Out Period: To ensure effective and reliable service, single-family lot owners and sub-associations will have the ability to opt-in or chose to withdraw from the Agreement (opt-out) on an annual basis. The time for opting in or opting out is from August 1st through September 30th each year (“Opt-In/Opt-Out Period”). The Association and sub-associations may also change the Services option during the Opt-In/Opt-Out Period. It is the obligation of the lot owner and sub-association to ensure that the request to opt-in or opt-out and the Services option is received by management during the Opt-In/Opt-Out Period. The choice to opt-in or opt-out and the selection of the option for the level of Services will be effective the following fiscal year (May 1-April 30). The Association will notify Disposal Services of any changes in the selections by October 31 of each year.

In order to provide a reliable count to Disposal Services for Services required for the next fiscal year, when the Opt-In/Opt-Out Period closes, the selections are binding and cannot be changed until the next Opt-In/Opt-Out Period, except as provided in Section 1.3(B) below.

- (A) **Changing Opt-In/Opt-Out Selections:** Once an owner of a single family home or a sub-association has opted in and the Association and sub-associations have selected the level of Services, the selection will continue for each subsequent year unless a request is made to change the level of Services during the annual Opt-In/Opt-Out Period. A lot owner or sub-association that has previously opted out may opt back in by submitting a request to opt into the Agreement during the annual Opt-In/Opt-Out Period. Any such change will become effective on May 1 of the following year. Again, it is the obligation of the lot owner and sub-association to ensure that the opt-in or opt-out request is received by management within the Opt-In/Opt-Out Period.
- (B) **Resales:** The sole exception to changing the Services selection outside of the annual Opt-In/Opt-Out Period will be for a new owner purchasing a single-family

home lot that is not part of a sub-association. New owners of such lots may change the previous election of the seller within 30 days of closing on the purchase by providing written notice to the Association management office. It is the obligation of the lot owner to ensure that the opt-in or opt-out request is received by management within 30 days of closing. The selection will apply until next annual Opt-In/Opt-Out Period.

If no request is received by management within 30 days of closing, the seller's selection to opt-in or opt-out will continue until next annual Opt-In/Opt-Out Period. Changes may be made by the new owner at the next annual Opt-In/Opt-Out Period.

New owners purchasing lots in a sub-association will be bound by the selection of the sub-association.

1.4 Billing for Services: For single-family lots, charges will be billed directly to the assessment account by the Association and payment options will be the same as those available for making assessments payments: online, by mail, or through the Association office. Billing will occur monthly. However, the lot owner has the option to pay for the entire year in a lump-sum made at the beginning of the fiscal year. There will not be a separate coupon book for Services. However, the single-family lot owner will receive an opt-in letter outlining the payment obligation prior to the start of the fiscal year along with their maintenance assessment coupon book and the approved Association budget.

Sub-associations must agree to the Services on a contractual basis with the Association for all lots in the sub-association and the sub-association will be invoiced monthly for Services based on the service option selected and the terms of the Agreement. Invoicing and payments will be handled in the same manner as the snow plowing agreements per Board Resolution #09-19.

1.5 Trash Storage Containers: The policy for trash storage containers will remain consistent with Section 5.4.45 of the Community Guidelines. Owners who have opted-in for Services or live in a sub-association that has opted-in for such service may contact the Association for any requests needed to repair or replace trash storage containers.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION ACTION RECORDED

Resolution Type: Policy

Pertaining to: Trash and Recycling Collection Services

Duly adopted at a meeting of the Board of Directors held: March 8, 2023

Motion by: Meg Gapiewski Seconded by: Fred Rash

VOTE:

YES

NO

ABSTAIN

ABSENT

[Signature]
President

✓

[Signature]
1st Vice President / Precinct 2 Rep

✓

[Signature]
2nd Vice President

✓

[Signature]
Secretary / Precinct 1 Rep

✓

[Signature]
Treasurer

✓

[Signature]
Precinct 3 Representative

✓

[Signature]
Precinct 4 Representative

✓

[Signature]
Director at Large

✓

[Signature]
Director at Large

✓

[Signature]
Director at Large

✓

[Signature]
Director at Large

✓

ATTEST:

Fred Reed
Secretary

3/24/2023
Date

Resolution effective: April 7, 2023

#217024.2

EXHIBIT A

Single family Homes

SFH Option 1:

1- 96 gallon toter (trash) each unit

1- 96 gallon toter- (recycle) each unit

1 x per week trash / 1x per week recycle/ 1x per week yard waste

\$15.95 per unit per month @ 2701 units= \$43,080.95 monthly SFH

SFH Option 2: * recommended

1-96 gallon toter (trash)each unit

1-64 gallon toter (recycle)each unit

1x per week trash/ 1x per week recycle/1x per week yard waste

— All Services on Wednesday to lower the truck traffic throughout the week through your community

\$14.95 per unit per month @ 2701 units= \$40,379.95 monthly SFH

SFH Option 3:

1-96 gallon toter (trash) each unit

1-96 gallon toter (recycle) each unit

2x per week trash pick up /1x per week recycle/1x per week yard waste

\$21.95 per unit per month @ 2701 units= \$59,286.95 monthly SFH

SFH Option 4:

1-96 gallon toter(trash)per unit

1-64 gallon (recycle) per unit

2x per week trash pick up /1x per week recycle/ 1 x per week yard waste

\$19.95 per unit per month @ 2701 units = \$53,884.95 monthly SFH

Townhomes

Townhomes Option 1:

1-96 gallon toter (trash) per unit

1-96 gallon toter (recycle) per unit

1x per week trash/1x per week recycle/1x per week yard waste

\$13.95 per unit per month @1156 units= \$16,126.20 monthly TOWNHOMES

Townhomes Option 2:

1-96 gallon toter (trash) per unit

1-96 gallon toter (recycle) per unit

2x per week trash/1x per week recycle/1x per week yard waste

\$15.95 per unit per month @1156 units= \$18,438.20 monthly TOWNHOMES

Townhomes Option 3:

1x 64 gallon toter (trash) per unit

1x 64 gallon toter (recycle) per unit

1x per week trash / 1x per week recycle/1x per week yard waste

\$12.00 per unit per month @ 1156 units= \$ 13,872.00 monthly TOWNHOMES

Townhomes Option 4: * recommended

1x 64 gallon toter (trash) per unit

1x 64 gallon toter (recycle) per unit

2x per week trash/ 1 per week recycle/1x per week yard waste

\$13.50 per unit per month @1156 units=\$15,606.00 TOWNHOMES

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION 23-~~002~~

Resolution Initiating Civil Litigation Against C.J. Eagle LLC

WHEREAS, Section 4.1 of the Bylaws of Montclair Property Owners Association, Inc. ("Bylaws") establishes that the business and affairs of the Montclair Property Owners Association, Inc. ("Association") shall be managed by the Board of Directors ("Board");

WHEREAS, there is an earthen dam between Lake Montclair, a freshwater lake owned by the Association, and Montclair Country Club, owned by C.J. Eagle, LLC ("C.J. Eagle"). The dam is owned in two-thirds part by the Association and in one-third part by C. J. Eagle.

WHEREAS, since August 23, 2007, C.J. Eagle has been a successor party to the July 1, 1994 Lake Montclair Dam Maintenance Agreement ("Agreement") under which dam maintenance costs are proportionately shared between the Montclair Country Club owner and the Association.

WHEREAS, C.J. Eagle has not contributed its share of the dam maintenance costs under the Agreement, and prior negotiations to recover C.J. Eagle's share of dam maintenance costs have been unsuccessful. On July 14, 2023, the Board, acting through legal counsel, issued C.J. Eagle a written demand for monies owed under the Agreement. The demand informed C.J. Eagle that the Association would consider appropriate legal action if C.J. Eagle failed to respond or make payment as requested by August 18, 2023. C.J. Eagle did not respond to the demand.

WHEREAS, by ownership of the Montclair Country Club, CJ Eagle owes other duties and obligations to the Association.

WHEREAS, C.J. Eagle has failed to perform other obligations owed to the Association.

WHEREAS, for the benefit and protection of the Association, the Board has determined that it is in the best interest of the Association to file a civil action against C.J. Eagle in Prince William County Circuit Court to recover the money damages sustained by the Association as a result of C.J. Eagle's breach of the Agreement, and for any other relief to which the association maybe entitled to recover from C.J. Eagle.

NOW, THEREFORE, BE IT RESOLVED that the Board authorizes Association legal counsel, MercerTrigiani, to initiate a civil action against C.J. Eagle in the Prince William County Circuit Court and to do all such things necessary to represent the Association in furtherance of the civil action, including litigation and representation in any alternative dispute resolution process.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION ACTION RECORDED

Resolution Type: Legal

Pertaining to: Initiation of Litigation

Duly adopted at a meeting of the Board of Directors held: August 23, 2023

Motion by: Brian Proctor Seconded by: Ned Greene

VOTE: YES NO ABSTAIN ABSENT

President

YES

NO

ABSTAIN

ABSENT

1st Vice President

2nd Vice President

Secretary

Treasurer

Precinct 1 Representative

Precinct 2 Representative

Precinct 3 Representative

Precinct 4 Representative

Director at Large

Director at Large

YES

NO

ABSTAIN

ABSENT

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MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION ACTION RECORDED

Resolution Type: _____

Pertaining to: Initiation of Litigation

Duly adopted at a meeting of the Board of Directors held: _____

Motion by: _____ Seconded by: _____

VOTE:

YES

NO

ABSTAIN

ABSENT

President

☒ ☐ ☐ ☐

1st Vice President

☒ ☐ ☐ ☐

2nd Vice President

☒ ☐ ☐ ☐

Secretary

☒ ☐ ☐ ☐

Treasurer

☒ ☐ ☐ ☐

Precinct 1 Representative

☒ ☐ ☐ ☐

Precinct 2 Representative

☒ ☐ ☐ ☐

Precinct 3 Representative

☒ ☐ ☐ ☐

Precinct 4 Representative

☒ ☐ ☐ ☐

Director at Large

☒ ☐ ☐ ☐

Director at Large

☐ ☐ ☒ ☐

ATTEST:

Fred Roark
Secretary

Sep 19, 2023
Date

Resolution effective: September 19, 2023

#223271

Montclair Property Owners Association, Inc.

Policy Resolution No. 25-001

Policies and Procedures Relative to the Collection of Routine and Delinquent Assessments

WHEREAS, the Amended Declaration for Montclair (the "Declaration"), as amended, the Bylaws of Montclair Property Owners Association, Inc. (the "Bylaws") and the Restated Articles of Incorporation for Montclair Property Owners Association, Inc. (the "Articles of Incorporation"), collectively known as the Association Documents, provide that the Lots are subject to the Association Documents and the Rules and Regulations of the Association; and

WHEREAS, Article 4, Sections 4.2 and 4.4(a) of the recorded Declaration create an obligation for an Owner to pay Annual Assessments, Additional Assessments, Optional Expenses, including Trash and Recycling Collection Services, and Special Assessments ("Assessments"); and

WHEREAS, the Association Documents of Montclair Property Owners Association, Inc. (the "Association") provide that the Board of Directors (the "Board") is empowered to implement procedures for collection of the Assessments from the Owners; and

WHEREAS, Article 4, Section 4.2 of the Declaration empowers the Board to establish the installment period and due dates for the payment of the Assessments by the Owners in good standing and, if an Assessment is paid in installments, subject it to a service fee of not more than five percent (5%) of each installment, as determined by the Board; and

WHEREAS, Article 4, Section 4.2, Article 10, Section 10.1 (f) and Section 10.2(a) and (c) of the Declaration empower the Association to bring suit, file a lien, or foreclose a lien if Assessments are not paid when due; and

WHEREAS, pursuant to Article 4, Section 4.5 of the Declaration, any Assessment or installment thereof that is not paid within ten (10) days of its due date shall be delinquent and accrue a late charge of no more than forty-five dollars (\$45.00), as determined by the Board; and

WHEREAS, pursuant to Article 10, Section 10.2(b) of the Declaration, when an Assessment is payable in installments, upon default by the Owner in the timely payment of any installment, the Board is authorized to accelerate the remaining unpaid installments of the Assessment so that the entire balance for the remaining fiscal year shall become due and payable upon notice to the Owner; and

WHEREAS, pursuant to Article 10, Section 10.1(a)(1) and (b) of the Declaration and Section 55.1-1828 of the Property Owners' Association Act (the "POAA"), the Board may assess the costs of collection, including reasonable attorney's fees, incurred by the Association as a result of the Owner's failure to comply with the Association Documents; and

WHEREAS, the Board is authorized pursuant to Article 10, Section 10.1(d) of the Declaration to assess interest at a rate not to exceed the lesser of the maximum permissible interest rate which may be charged by a Mortgagee under a Mortgage at such time or eighteen

percent (18%) per annum from the due date if an Assessment is not paid within ten (10) days of its due date; and

WHEREAS, Article 4, Section 4.1(2) of the Bylaws provide that the Association shall have all of the powers to hire a General Manager and all other required personnel to provide for the upkeep of the Common Area and to administer the affairs of the Association; and

WHEREAS, Article 10, Section 10.1(g) and (h) of the Declaration and Article 3, Section 3.2(d) of the Bylaws empower the Board to suspend an Owner who is delinquent in the payment of his Assessments for more than sixty (60) days from the use of any service, amenity or facility on the Common Area and the right to vote for any period during which any Assessment remains unpaid, subject to due process; and

WHEREAS, Article 4, Section 4.2 of the Declaration states that the Board shall take prompt action to collect any assessment for Common Expenses which remains unpaid for more than thirty (30) days from the Due Date; and

WHEREAS, there is a need to establish orderly procedures for the billing and collection of Assessments;

NOW THEREFORE, it is hereby RESOLVED THAT the Board duly adopts the following Assessment collection procedures:

I. Routine Collections

A. The Annual Assessment is due on May 1; however, the Annual Assessment can be paid in equal monthly installments by Owners in good standing, with payment due on the first day of each month of the fiscal year (the "Due Date"). The due dates for all other Assessments shall be as determined by the Board. In accordance with Article 4, Section 4.1 (a) of the Declaration and Article 8, Section 8.4 of the Bylaws, the fiscal year of the Association shall be the twelve month period beginning May 1 and ending April 30 of each year.

B. Pursuant to Article 10, Section 10.1(a)(2) of the Declaration, an Owner is required to provide the Secretary of the Board, or designated representative, with their name and address within thirty (30) days of acquiring title; otherwise, all notices shall be sent to the Lot address or address on record with the Association. Non-receipt of a payment coupon, coupon books, notices, or other such documents relating to the payment of Assessments shall not excuse an Owner from the obligation to pay their Assessments. Pursuant to Article 4, Section 4.4(a) of the Declaration, no Owner is exempt for liability for the Assessments by abandoning any Lot or by the abandonment of the use and enjoyment of the Common Area.

II. Remedies for Nonpayment of Assessments

A. Definition of "Received". As referenced herein, the term "Received" is defined as the date during normal business hours that a payment is physically or electronically available for processing by the Association. For purposes of clarification and by way of example only, "Received" does not include the following: (1) the date the Owner submits the request for payment to the Association through a bill pay system; (2) a payment that is sent to the incorrect address; (3) a payment that fails to provide identifying information for posting; or (4) the date the Owner mails the payment to the Association. It is the Owner's sole responsibility to ensure that mailed payments or payments processed electronically or through a bill pay system are

Received by the Association prior to the Due Date to avoid the imposition of a late charge, collection cost or the referral to collection counsel for further collection action. The Owner assumes the risk of any delay by third parties, even if at no fault of the Owner, for failure of the Association to Receive a payment by the Due Date.

B. Late Charge. If a monthly installment of the Annual Assessment is not paid and Received within ten (10) days of the Due Date, a late fee of thirty-five dollars (\$35.00) shall be automatically imposed on the account.

C. Interest. If an Assessment or installment thereof is not Received within ten (10) days of the Due Date, interest may accrue from the Due Date at eighteen percent (18%) per annum.

D. Collection Costs. The costs of collections charged to the Association shall be assessed to the delinquent Owner's account. Such amounts may include, but are not limited to, the reminder notice, the demand letter, postage, and any other charges authorized by the POAA, as amended.

E. Notice of Delinquency. If payment is not Received by the Association within ten (10) days of the Due Date, a Notice of Delinquency shall be sent, by regular mail or electronic correspondence, as appropriate, to the delinquent Owner demanding payment of the delinquent installment of the Assessment, the late fee and collection costs incurred by the deadline provided in the Notice of Delinquency. As the Association Documents of the Association do not require reminder notices to commence legal action, an Owner's failure to receive said notices shall not prohibit the ability of the account to be referred to legal counsel for collection action.

F. Notice of Acceleration. If payment is not Received by the Association within forty (40) days from the Due Date, a Notice of Acceleration shall be sent by certified mail, return receipt requested by the Association to the delinquent Owner demanding payment of the delinquent installments of the Assessment, late fees and collection costs. The Final Notice will place the Owner on notice that if payment in full is not Received within fifteen (15) days from the date of the Notice of Acceleration, the remaining installments of the Assessment will be due and payable in full.

G. Notice of Turnover to Legal Counsel. At the time of referral of the account to legal counsel, a Notice of Turnover to Legal Counsel shall be sent to the delinquent Owner notifying them of the turnover of their account to legal counsel, that they can no longer make payments to the Association to their onsite office or management company, and that all communications should be made through legal counsel.

H. Notice of Suspension. The Board or Managing Agent, as authorized by the Board, may elect to suspend the use of any service, amenity or facility on the Common Area and the right to vote, once the Owner has been delinquent sixty (60) days. The Owner shall be mailed a written notice after forty (40) days delinquent providing a reasonable opportunity for Owner to cure the delinquency to avoid the commencement of the suspension or limitation of use of the use of any service, amenity or facility on the Common Area and the right to vote as further detailed in Section III(B) herein. Once imposed, the suspension shall continue until payment is Received in full by the Association.

I. Returned Check Charge. If the Association receives a check from an Owner which fails to clear the Owner's personal banking account, the Association shall charge the Owner a returned check charge of \$50.00, or the maximum amount permitted by law, whichever is greater. If the Association receives from any Owner, in any fiscal year, one or more returned checks for payment of an Assessment or installment thereof, all future payments may be required to be made by certified funds, money order or cashier's check for the remainder of the fiscal year.

J. Referral to Legal Counsel. The manager shall prepare a monthly report of delinquent owner accounts who meet the threshold as established by the Board for referral to legal counsel for collection action. Once the Board has approved the delinquent accounts for referral to legal counsel:

1. The account shall be referred to legal counsel for prompt action.

2. Legal counsel is authorized, without further action of the Board, to take the following action: If the account remains delinquent after a demand letter is sent to the Owner, a Memorandum of Lien for Unpaid Homeowner Association Assessments may be recorded against the title to the Lot and a civil action for judgment may be brought against the Owner for unpaid Assessments, interest, late fees, attorney's fees and collection costs. Legal counsel is authorized to take post-judgment action to collect the unpaid Assessments, interest, late fees, attorney's fees and collection costs as awarded by the Court.

3. The Board may choose to authorize legal counsel to foreclose the memorandum of lien for unpaid homeowner association Assessments, in the manner provided by the laws of the Commonwealth of Virginia, including the POAA.

K. Method of Crediting Payments. Payment received from an Owner will be credited to the account in the following order of priority:

- a. Charges for attorney's fees and collection costs.

- b. Late fees, interest, management fees, resale disclosure packet fees (and delivery), case opening or transfer fees, and returned check charges.

- c. All other repair Assessments or charges (pursuant to Article 5, Section 5.2 and Article 10, Section 10.1(h) of the Declaration and Section 55.1-1819) for violation by an Owner, his family, employees, agents, tenants or licensees of the Association Documents and Rules and Regulations of the Association.

- d. Any and all installments of the Additional Assessments, oldest outstanding first.

- e. Any and all installments of the Special Assessments, oldest outstanding first.

- f. Any and all installments of the Optional Expenses, including Trash and Recycling Collection Services, oldest outstanding first.

- g. The monthly installments of the Annual Assessments, oldest outstanding first.

III. Suspension

A. Suspension of the Use of Any Service, Amenity or Facility on the Common Area and the Right to Vote. Once an account is delinquent for sixty (60) days, the responsible Owner shall no longer be a Member in good standing of the Association. Such Owner shall not be entitled to the use of any service, amenity or facility on the Common Area and the right to vote. Suspension is subject to the notice and hearing provisions of the POAA as follows:

1. Before any suspension, the Owner shall be given a reasonable opportunity to correct the delinquency as set forth in Section II (H), above. This notice period shall not prohibit the collection action of legal counsel.

2. If the delinquency is not cured within the specified time stated set forth in the Notice of Suspension referred to in Section II (H) , the Owner shall be given an opportunity to be heard, to present witnesses, and to be represented by counsel before the Board or other tribunal specified in the Governing Documents and rules and regulations of the Association.

3. Notice of the hearing shall be hand delivered or mailed by certified mail, return receipt requested to the Owner at the address of record with the Association, at least fourteen (14) days prior to the hearing.

4. The Notice of the hearing shall contain a description of the amount of the unpaid assessments and the provisions of the Governing Documents and rules and regulations of the Association alleged to have been violated.

5. The Board decision shall be hand delivered or mailed by certified mail, return receipt requested, to the Owner at the address of record with the Association within seven (7) days following the hearing.

This Resolution is effective August 14, 2025 and supersedes and replaces any previously adopted Policy Resolutions for the Procedures Regarding Delinquent Assessment Payments.

The Board directs that this Resolution shall be reasonably published or distributed to the Owners of the Association.

Montclair Property Owners Association, Inc.

By: 
President

ATTEST: 
Secretary

Montclair Property Owners Association, Inc.

Policy Resolution No. 25-002

**Policies and Procedures Relative to Financial Waivers for
Assessed Charges for Fees and Violations**

ARTICLE I: RECITALS AND AUTHORITY

WHEREAS, Montclair Property Owner's Association (hereinafter referred to as "Association") is a non-stock corporation organized and existing under the laws of the Commonwealth of Virginia; and

WHEREAS, the Association is governed by its Declaration of Covenants, Conditions, and Restrictions (hereinafter the "Declaration"), Articles of Incorporation, and Bylaws (collectively the "Governing Documents"); and

WHEREAS, the Board of Directors of the Association (hereinafter the "Board") is vested with the power and duty to manage the affairs of the Association, including the authority to levy and collect assessments, fees, and charges pursuant to the Governing Documents and the Virginia Property Owners' Association Act, § 55.1-1800 *et seq.* of the Code of Virginia, as amended; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish a uniform and systematic policy for the consideration of requests for waivers of certain fees and charges to ensure fair and consistent application and to prevent arbitrary or capricious decisions;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors does hereby adopt the following Financial Waiver Policy:

ARTICLE II: DEFINITIONS

All terms used herein shall have the same meaning as those defined in the Governing Documents unless otherwise specified.

- **Section 2.1. Member:** Shall refer to the deeded owner(s) of a Lot within the jurisdiction of the Association.
- **Section 2.2. Delinquency Charges:** Shall collectively refer to Late Fees, interest, and Notice Fees charged to a Member's account due to the non-payment or untimely payment of Assessments.
- **Section 2.3. Costs of Collection:** Shall refer to all costs incurred by the Association in its efforts to collect delinquent Assessments, including but not limited to, attorneys' fees, mailing and copying costs, and other charges levied by the Association or third-party agents during the ordinary preparation of collecting, processing and forwarding payment history, ledgers, balances etc.
- **Section 2.4. Violation Charge:** Shall refer to any monetary charge, fine, or sanction levied against a Member for a breach of the Covenants or Rules and Regulations, as authorized by the Declaration and § 55.1-1819 of the Code of Virginia.
- **Section 2.5. Good Standing:** A Member shall be deemed in "Good Standing" provided that their account exhibits a zero balance (exclusive of the item under waiver

consideration) and there are no pending or uncured violations of the Governing Documents associated with their Lot.

ARTICLE III: GENERAL STIPULATIONS

- **Section 3.1. Scope:** This Policy shall govern all requests for the waiver of Delinquency Charges, Costs of Collection, and Violation Charges. A waiver of any such charge shall not constitute a waiver or forgiveness of the underlying principal Assessment, which remains due and payable in full.
- **Section 3.2. No Entitlement:** This Policy shall not be construed as creating any entitlement or right to a waiver for any Member. The decision to grant a waiver is a discretionary act of the Board or other designated representative, to be exercised in its sole and absolute discretion on a case-by-case basis.
- **Section 3.3. Written Request Required:** All requests for a waiver must be submitted in writing and delivered to the Board via the Association's Managing Agent or other designated representative. The request shall detail the specific charge for which waiver is sought and provide a full and clear explanation of the grounds for the request, accompanied by all requisite supporting documentation.
- **Section 3.4. No Waiver of Future Breaches:** The granting of a waiver in one instance shall not be construed as a waiver of the same or any other provision of the Governing Documents for any subsequent breach or default.

ARTICLE IV: CRITERIA FOR WAIVER OF DELINQUENCY CHARGES

The Board may, in its discretion, grant a waiver of a Late Fee under the following limited circumstances:

- **Section 4.1. Discretionary One-Time Waiver:** A Member in Good Standing with a documented history of on-time Assessment payments may be granted a one-time waiver of a single Late Fee. Such a discretionary waiver shall not be granted more than once in any 60 month period.
- **Section 4.2. Verifiable Association Error:** A Delinquency Charge(s) shall be waived upon the Member providing dispositive, written proof that the delinquency was the direct and sole result of an administrative or processing error on the part of said institution.
- **Section 4.3. Extraordinary Hardship:** In the event of a severe, non-chronic hardship, such as a documented medical emergency requiring hospitalization or the death of an immediate family member, the Board may consider a waiver of a Late Fee(s). The request must be accompanied by non-refutable documentation and a commitment by the Member to satisfy the underlying Assessment pursuant to a Board-approved payment plan.

ARTICLE V: WAIVER OF COSTS OF COLLECTION

Costs of Collection, including but not limited to attorneys' fees, mailings, incurred charges, etc. represent actual monetary damages incurred by the Association. Accordingly, such costs are **categorically non-waivable**.

ARTICLE VI: WAIVER OF VIOLATION CHARGES

- **Section 6.1. Abatement and Discretionary Waiver:** For a first-time infraction of the

Covenants or Rules, the Board may waive the cost of a Violation Charge, up to charges levied for a period not exceeding 30 days, provided that (a) the Member fully abates the violation within the period stipulated in the notice of violation, and (b) the Member provides written confirmation of said abatement to management. This provision is not applicable to repeat offenses or violations deemed by the Board to be of a serious nature.

- **Section 6.2. Erroneous Notice:** A Violation Charge shall be waived if the Board determines that the notice of violation was issued in error.

ARTICLE VII: RESERVATION OF DISCRETIONARY AUTHORITY

Reservation of Discretionary Authority

Notwithstanding the specific criteria set forth herein, the Board of Directors expressly reserves unto itself the ultimate and final authority to waive, in whole or in part, any Delinquency Charge, Cost of Collection, or Violation Charge when the Board, in its sole and absolute discretion, determines that such a waiver is consistent with its fiduciary duties and is in the best interests of the Association. For the avoidance of doubt, this reserved authority shall not extend to the waiver of any principal Assessment levied pursuant to the Declaration.

ARTICLE VIII: ADOPTION AND CERTIFICATION

This Policy supersedes all prior rules and resolutions concerning the waiver of fees and charges.

IN WITNESS WHEREOF, the undersigned has executed this Resolution as of this 13 day of August, 2025. This Resolution is effective August 14, 2025 and supersedes and replaces any previously adopted Policy Resolutions for the Procedures Regarding Delinquent Assessment Payments.

The Board directs that this Resolution shall be reasonably published or distributed to the Owners of the Association.

Montclair Property Owners Association, Inc.

By: _____

President

ATTEST: _____

Secretary

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION NO. 26-001

Establishing guidelines and procedures for record retention and requests to examine Association books and records.

WHEREAS, Section 4.1 of the Bylaws of Montclair Property Owners Association, Inc. ("Bylaws") provides that the business and affairs of Montclair Property Owners Association, Inc. ("Association") shall be managed by the Board of Directors ("Board");

WHEREAS, Section 4.1 of the Bylaws further provides that the Board shall have all powers, duties and authority necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Virginia Property Owners' Association Act ("Act") or the Association Documents to be exercised and done by the Members;

WHEREAS, Section 55.1-1815.A of the Act provides that the Association shall keep detailed records of receipts and expenditures affecting the operation and administration of the association and in accordance with generally accepted accounting practices;

WHEREAS, Section 55.1-1815.B.1. of the Act provides that so long as the request is for a proper purpose related to membership in the Association and not for pecuniary gain or commercial solicitation, all books and records kept by or on behalf of the Association will be available for examination and copying by a lot owner in good standing or his authorized agent;

WHEREAS, Section 55.1-1815.B.2. of the Act further provides that the right of examination exists without reference to duration of membership and may be exercised (i) only during reasonable business hours or at a mutually convenient time and location and (ii) because the Association is managed by a common interest community manager, upon five days' written notice reasonably identifying the purpose for the request and the specific books and records of the Association requested;

WHEREAS, Section 55.1-1815.C of the Act provides that certain books and records kept by or on behalf of the Association may be withheld from examination or copying;

WHEREAS, Section 55.1-1815.D of the Act provides that books and records kept by or on behalf of the Association shall be withheld from inspection and copying in their entirety only to the extent that an exclusion from disclosure applies to the entire content of such books and records;

WHEREAS, Section 55.1-1815.D of the Act further provides that only those portions of the books and records containing information subject to exclusion may be withheld or redacted, and all portions of the books and records that are not so excluded shall be available for examination and copying and the requesting member is responsible for paying or reimbursing the Association for any reasonable costs incurred by the Association in responding to the request for the books and records and review for redaction;

WHEREAS, Section 55.1-1815.E of the Act provides that prior to providing copies of any books and records, the Association may impose and collect a charge, reflecting the reasonable costs of materials and labor, not to exceed the actual costs thereof, only in accordance with a cost schedule adopted by the Board;

WHEREAS, Section 55.1-1815.E of the Act further provides that the cost schedule shall specify the charges for materials and labor, apply equally to all lot owners in good standing and be provided to such requesting lot owner at the time the request is made;

WHEREAS, the Board believes it in the best interest of the Association and its members to formalize a record retention schedule to ensure that Association books and records are maintained in an efficient and effective manner, in compliance with applicable laws for document retention and to minimize the potential for accidental or innocent destruction of Association books and records; and

WHEREAS, the Board believes it in the best interest of the Association and its members to establish a procedure which ensures access to Association books and records in accordance with statutory requirements, gives guidance to enable proper responses to requests to examine and copy Association books and records and provides notice of the adopted cost schedule to all members.

NOW, THEREFORE, BE IT RESOLVED THAT the Board hereby adopts the following policies and procedures addressing and establishing record retention policies and member requests to examine and copy Association books and records.

ARTICLE I

DEFINITIONS

1. ***Association Books and Records*** refers to the financial records, administrative records, government records and communications from or to the Association, or regarding the Association maintained by or on behalf of the Association. Association Books and Records includes, without limitation, the items listed in the Document Retention Schedule, attached as Exhibit 1 to this Resolution, used in the conduct of Association operations as well as the Association membership list, addresses and aggregate salary information of Association employees (if any) as required by Section 55.1-1815.B of the Act. Association Books and Records do not include drafts not yet incorporated into Association Books and Records, such as draft, unapproved Board meeting minutes.

2. ***Document*** refers to any Association Book and Record, either in hard copy or electronic format.

3. ***Managing Agent*** refers to the professional common interest community management firm under contract with the Association to perform specific management services. Documents may be maintained at the office of the Managing Agent.

4. ***Owner in Good Standing*** refers to an owner who is neither delinquent in the payment of any assessment to the Association nor has been found by the Board, after notice and hearing, to be in violation of the declaration or Association rules and regulations.

ARTICLE II DOCUMENT RETENTION

Documents will be maintained by the Association in accordance with the requirements of this Resolution and the Document Retention Schedule attached as Exhibit 1 to the Resolution.

ARTICLE III ELECTRONIC DOCUMENTS

1. When possible, records shall be stored electronically by the Association rather than maintained in hard copy format.

Although working files may utilize Microsoft Office formats, searchable Adobe Acrobat (PDF) versions of Documents, including signatures, is preferable for contracts, correspondence and other official Documents. Files will be stored through use of a File Naming Convention as outlined in Exhibit 2.

Additional copies of Documents shall be stored on clearly labeled, removable media such as a CD, DVD, flash drives or external drives. The Board, in its discretion, may elect to store Documents on offsite storage devices (*cloud computing*) or in accordance with new technology as new technology develops. Copies of electronic Documents may be stored offsite.

2. Emails, spreadsheets and electronic versions of Documents may be considered Association Book and Records to the extent such electronic Documents are maintained by the Association. Electronic Documents shall be created and maintained in the same manner as written correspondence maintained in hard copy format.

ARTICLE IV DESTRUCTION OF DOCUMENTS

1. Documents eligible for disposal in accordance with the Document Retention Schedule shall be completely destroyed by shredding or by such other method approved by the Board to avoid disclosure of confidential records.

2. When computers by the Managing Agent or by Board members are disposed of, Documents pertaining to the Association must be properly and completely destroyed to avoid compromise of sensitive information; hard drives must be wiped using special software or destroyed.

3. Periodic inspections of Association Books and Records maintained at the office of the Managing Agent will be conducted to identify Documents eligible for destruction.

4. Documents relevant to ongoing or anticipated government or regulatory investigation or proceeding or litigation shall not be destroyed if the Association has received notice of such proceeding. Upon notification of an actual or potential investigation, proceeding or probable litigation, destruction of Documents relevant to the proceeding shall be suspended and all relevant Documents will be identified and retained appropriately.

ARTICLE V

ACCESS TO ASSOCIATION BOOKS AND RECORDS

All Owners in Good Standing shall have access to Association Books and Records maintained by or on behalf of the Association in accordance with Section 55.1-1815 of the Act.

A. All Association Books and Records will be available for examination and copying by any Owner in Good Standing or the Owner's authorized agent, except for the following books and records that may be withheld under Section 55.1-1815.C of the Act:

1. Personnel matters relating to specific, identified persons or person's medical records;
2. Contracts, leases and other commercial transactions to purchase or provide goods or services currently in or under negotiation;
3. Pending or probable litigation;
4. Matters involving state or local administration or other formal proceedings before a government tribunal for enforcement of the declaration or Association rules and regulations;
5. Communications with legal counsel relating to matters numbered 1 through 4 above or that are protected by the attorney-client privilege or the attorney work product doctrine;
6. Disclosure of information in violation of law;
7. Meeting minutes or other confidential records of an executive session of the Board held pursuant to Section 55.1-1816 of the Act;
8. Documentation, correspondence or management or Board reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session; or
9. Individual lot owner or member files, other than those of the requesting lot owner, including any individual lot owner's or member's files kept by or on behalf of the Association.

Notwithstanding the foregoing, Documents that may be withheld under to Section 55.1-1815.C of the Act may only be withheld in their entirety to the extent that an exclusion from disclosure applies to the entire content of such Document. Otherwise, only those portions of the Document containing information subject to an exclusion under Section 55.1-1815.C may be withheld or redacted, and all portions of the Document that are not so excluded shall be available for examination and copying.

B. The right to examine or copy Association Books and Records will not extend to owners who are not Owners in Good Standing.

C. All requests to examine Association Books and Records must (i) be in writing, (ii) be made at least five business days in advance and (iii) reasonably identify the purpose for the request and the specific Documents requested. A request form is attached as Exhibit 3 to this Resolution. Requests should be submitted to the Association Managing Agent. Upon receipt, the Association Managing Agent shall have the authority to review the form and determine whether the form is complete and complies with all requirements necessary to allow the Association to act upon the request. If a form is not complete, the Association shall notify the member of the deficiency and require that corrective action be taken and that no Documents shall be provided or made available until corrective action is taken.

D. Prior to providing copies of any Document, the Association may impose and collect a charge for the reasonable material and labor costs associated with compiling and copying the requested Document. The cost schedule shall (i) be provided to each lot owner at the time the request for access to Association Books and Records is made and (ii) apply equally to all Owners in Good Standing. The cost schedule adopted by the Board is attached as Exhibit 4 to this Resolution.

E. The requesting Owner in Good Standing also shall be responsible for paying or reimbursing the Association for any reasonable costs incurred by the Association in responding to the request for Association Books and Records and reviewing the requested Association Books and Records for redaction. Such costs and rates are identified in Exhibit 4.

F. If managed by a common interest community manager, the Association will respond to written requests within five business days of the date of request, or if self-managed, within ten business days of the date of request.

G. Whenever a requesting Owner in Good Standing makes a written request to examine original Documents, a member of management staff will schedule a meeting with the Owner in Good Standing and serve as custodian of the records for the protection of the Documents. The Association will include the cost of this service in the estimate and may establish reasonable limitations on meeting length.

H. The Board may periodically adopt and implement an updated cost schedule to replace the existing cost schedule attached as Exhibit 4 to this Resolution without further amendment and re-adoption of this Resolution.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION ACTION RECORDED

Resolution Type: Policy

Pertaining to: Records Retention and Access to Books and Records

Duly adopted at a meeting of the Board of Directors held: 07/08/2026

Motion by: _____ Seconded by: _____

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>BRIAN PROCTOR</u> President	<u>✓</u>	_____	_____	_____
<u>LINDA CHENG-KHAN</u> 1 st Vice President	<u>✓</u>	_____	_____	_____
<u>TRACY HANSEN</u> 2 nd Vice President	<u>✓</u>	_____	_____	_____
<u>FRED RASH</u> Secretary/Precinct 4 Representative	<u>✓</u>	_____	_____	_____
<u>CHRIS WILLIAMS</u> Treasurer	<u>✓</u>	_____	_____	_____
<u>N/A</u> Precinct 4 Representative	_____	_____	_____	_____
<u>BUCK ARVIN</u> Precinct 3 Representative	<u>✓</u>	_____	_____	_____
<u>TOM STARAI</u> Director at Large	<u>✓</u>	_____	_____	_____
<u>BRIAN DEMUTH</u> Director at Large	<u>✓</u>	_____	_____	_____
<u>TIM BEATTY</u> Director at Large	<u>✓</u>	_____	_____	_____
<u>WALT GIRALDI</u> Director at Large	<u>✓</u>	_____	_____	_____

ATTEST: Frederick Paul

Secretary

Date

8/13/26

Resolution effective: July 8, 2026

#4911-3601-5129.3

Exhibit 1
to the Resolution

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

DOCUMENT RETENTION SCHEDULE

DOCUMENT AND FORMAT	RETENTION PERIOD
<i>Governing Documents</i>	
Board Meeting minutes; Annual Meeting minutes; Committee Meeting minutes	Permanent
By-Laws, including all amendments	Permanent
Declaration	Permanent
Deeds, Plats, Maps (included in the Public Offering Statement)	Permanent
Resolutions; Rules and Regulations	Permanent
<i>Financial Records</i>	
Accounts Payable, Accounts Receivable Ledgers, Trial Balances, Billing Records, Reconciliation	7 years
Adopted Budgets	7 years
Audit Reports	7 years
Bills of sale for any Association property	More than 7 years
Cancelled Checks, Bank Statements, Deposit Slips, Petty Cash Vouchers	7 years
General Ledgers, Journals, Charts of Account	7 years
Records of Certificates of Deposit (CD)	7 years past the maturity of the CD
Records relating to preparation of tax returns	7 years

DOCUMENT AND FORMAT	RETENTION PERIOD
Tax Returns (federal and state), Employment Returns (e.g., Form 941)	7 years
Year-End Financial Statements	7 years
<i>Contractual Records</i>	
Bids for Contracts	5 years
Current Contracts including management agreement, leases, etc.	Until Expired
Expired Contracts	5 years
Expired Warranties	3 years
Vendor Invoices	5 years
<i>Personnel Records</i>	
Payroll Records, Personnel Records, Employee Records upon Termination	7 years
<i>Insurance Records</i>	
Accident Reports	5 years
Expired policies	5 years
Insurance Policies, Fidelity Bonds, Certificates of Insurance	5 years after termination of policy
Settled Claims	5 years
<i>Lot Owner Records</i>	
Association correspondence, including violation letters, billing records, tenant registrations, parking assignments, towing records, relevant Architectural Review Board forms	3 years after sale

DOCUMENT AND FORMAT	RETENTION PERIOD
Current roster of owner names and addresses, telephone numbers, electronic mail address if available, emergency contact information, purchase date, sale date	Permanent
Documentation regarding any waiver of the Rules or Regulations	3 years after the waiver no longer is relevant
Inspection Reports	3 years after inspection, unless involved in a pending legal matter
Statements of Account for any lot owner	7 years
<i>General Correspondence</i>	
Annual Report	Permanent
General communication to all owners, correspondence, bulletin board posting	3 years
Newsletters	Permanent
Recordings of Meetings	2 months following approval of meeting minutes
<i>Legal</i>	
Closed litigation files	7 years or such time as to avoid any statute of limitations
Records pertaining to legal actions; court filings and pleadings	Up to 10 years after the occurrence, subject to advice of attorney
Records pertaining to the removal of a board member	1 year
Voting records, ballots, including sign-in sheets, proxies, etc.	3 years

<i>Dam and Lake Documents</i>	
Dam Drawings and Professional Engineer signed Documents, Auxiliary Spillway Study, Contract Documents, Emergency Action Plans, Inspections and Certificates, Maintenance and Repairs Documents, Operational and Maintenance Plan, Inundation Reports, CMC Dam Contract Documents, Low Level Discharge Assembly Contracts and Inspection Reports.	Permanent
Lake Dredging Studies and Drawings and Contracts, Professional Engineer signed Documents, Beach Repairs, Water Quality Reports, Timber Ridge Forebay Documents, Lake Management Program Plan, Storm Water Management Studies, Electronic Lake Level Warning System.	Permanent
Lake Management Committee Minutes, Articles and Committee Cove Studies, Storm Water Reports, Pictures	Permanent
<i>Email, Spreadsheets, Databases</i>	
Email generated by Managing Agent	3 years or more, based upon content
Email generated by Board members, including communication between Board members	3 years or more, based upon content
Spreadsheets and Databases generated by Managing Agent Office	3 years or more, based upon content
Website and email list(s)	3 years or more, based upon content and utility

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

FILE NAMING CONVENTION

- Rule #1: Avoid using special characters in a file name. (\ / : * ? ^ < > | { } [] & \$. ,)
- Rule #2: Do Not use spaces in filenames to represent a space or period in the name either use underscore or start the next word with a Capital. Periods should only designate the file type and should not be part of the file name. (doc, jpeg, pdf, etc.)
- Rule #3: Include dates and format them consistently
Samples: YYYY_MM_DD, or YYYYMMDD
- Rule #4: To quickly identify draft and versions of the file by including version number and status. Documents with the designate of “FINAL” should be documents that the Board or Committee has approved, such as approved committee minutes.
- Rule #5: Filenames should be 40 characters or less. The filename should be descriptive of the record it is named for and independent of where it is stored.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

REQUEST TO EXAMINE AND COPY ASSOCIATION BOOKS AND RECORDS

Requesting Member

Member: _____

Mailing Address: _____

Address in Montclair: _____

(if different than mailing address) _____

Home Phone: _____ Other Phone: _____

Email Address: _____

Nature of Request

Specific Association books and records requested to examine or copy:

Purpose of the request:

Requested date for examination: _____

(The Association Managing Agent will contact the member after receipt of the request to schedule a mutually convenient time for the member to examine and copy the requested Association books and records.)

MEMBER ACKNOWLEDGEMENT

My request is for a proper purpose related to membership in the Association and not for pecuniary gain or commercial solicitation.

I understand that the Association may withhold from examination or copying all or a redacted portion of Association books and records concerning specific matters provided for in Section 55.1-1815 of the Virginia Property Owners' Association Act. I understand that I am responsible for any reasonable costs incurred by the Association in responding to my request and review for redaction of the books and records subject to my request.

I understand that the Association may impose and collect a charge, reflecting reasonable costs of materials and labor related to my request, prior to providing copies of any Association books and records. I have received and reviewed the current cost schedule for such materials and labor.

I hereby certify that the statements made on this form are true and complete to the best of my knowledge, information and belief.

Signature

Date

Printed Name

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

2026 COST SCHEDULE

For Providing Copies of Association Books and Records

Copy/Print/Scan (black & white)	\$0.010 per page
Color copies	\$0.059 per page
Facsimile transmittals	\$0.50 per page
Postage	USPS Rates
Certified Mail	\$5.30 plus USPS postage/handling
Email	No Charge
#10 business envelope	\$0.10
6 x 9 envelope	\$0.20
10 x 15 envelope	\$0.35
Mailing labels, each	\$0.05
HOURLY RATES:	
Administrative Staff	\$85.00
Community Manager	\$100.00
Senior Management	\$200.00
Association Legal Counsel	Engagement Rate