Covenants Enforcement & Insurance Resolution 1
Legal Committee Administration & Operations

WHEREAS, the Board of Directors ("Board") is responsible for the administration and operation of the Reston Association ("Association") consistent with the amended provisions of the Reston Governing Documents; and

WHEREAS, Section III.2(c) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section III.2(f) of the Amended Reston Deed delineates that it is a purpose of the Association to exercise the powers now or hereafter conferred by law on incorporated property owners associations including those powers specified in the Virginia Nonstock Corporation Act and the Property Owners Association Act ("POAA"), as may be necessary or desirable to accomplish the purposes set forth above; and

WHEREAS, Section III.8(a) of the Amended Reston Deed sets forth the composition and responsibilities of the Legal Committee; and

WHEREAS, Section III.8(b)(1) of the Amended Reston Deed grants the Legal Committee the authority to decide all proposed enforcement actions, imposition of sanctions, and filing of legal proceedings, subject to the Board approval; and

WHEREAS, Section III.8(b)(2) of the Amended Reston Deed grants the Legal Committee the power to: (i) impose reasonable charges upon; (ii) suspend the right of use of Common Area, facilities, services or participation in programs; and (iii) issue a cease and desist request to, an Occupant, an Owner, such Owner's tenant, and such Owner's (or tenant's) household, guests, employees, agents, and invitees whose actions are inconsistent with the provisions of the Reston Documents, Maintenance and Use Standards, or the Rules and Regulations; and

WHEREAS, Section IV.2(b) of the Amended Reston Deed further provides the Legal Committee with the authority to: (i) suspend a Member's right to use the Common Area, recreational facilities, or participate in programs offered by the Association for any violation of this Deed, the Bylaws, or Rules and Regulations for which the Member or his family members, tenants, guests, or other invitees are responsible, for the duration of the existence of the violation, or for an additional time for health and safety reasons, and for non-payment of Assessment, program fees, covenants violation costs, or charges or attorneys' fees related to such violation which are more than sixty days past due, to the extent that access through the Common Area is not precluded and provided that such suspension shall not endanger the health, safety, or property of the Member, tenant, or occupant; and (ii) assess charges against a Member for any violation of the Deed, the Bylaws, or Rules and Regulations for which the Member or his family members, tenants, guests, or other invitees are responsible; and

WHEREAS, Section V.9 of the Amended Reston Deed grants the Association the authority to levy a Maintenance Assessment on any portion of the Property whose owner fails to maintain or restore such portion of the Property, as provided in Sections VI.2(a), VI.2(b), VI.1(c) and VI.2(d) of the Amended Reston Deed and shall be a continuing lien upon that portion of the Property pursuant to Article V of the Amended Reston Deed, and shall be treated as an assessment against that portion of the Property for the purposes of Virginia Code §55-516 as may be amended; and
WHEREAS, Section V.9 of the Amended Reston Deed, stipulates that the issuance of a Maintenance Assessment shall be limited to the amount necessary to meet the cost of any maintenance or restoration and other charges, if any, as provided in Amended Reston Deed Section V.10 and may be awarded by a court as part of its judgment in any proceeding in law or equity; and

WHEREAS, for the benefit and protection of the Association and of individual Members, the Board deems it desirable to establish procedures to: 1) assure due process; and 2) assure equal enforcement of the Association’s Governing Documents; and

NOW, THEREFORE, BE IT RESOLVED, that the following administrative and operational procedures shall govern the activities of the Legal Committee:

A. Composition.

1. The Legal Committee shall be comprised of the Board President, three other Board Directors and the Chief Executive Officer, who shall serve as an ex-officio member of the Committee.

B. Meetings.

1. Notice of Meetings. Notice of the time, date, and place of each meeting of the Legal Committee shall be published where it is reasonably calculated to be available to a majority of Members and shall be sent by first-class mail or by electronic means to any Member requesting such notice. Any Member may make a request to be notified on a continual basis of such meetings of the Legal Committee, in accordance with the Virginia Property Owners’ Association Act (“POAA”), as may be amended, and any resolutions adopted by the Board.

2. Open Meeting Requirement. Meetings of the Legal Committee, unless held in executive session, shall be open to the Members, in accordance with the POAA, as may be amended, and any resolutions adopted by the Board.

3. Officers. The President shall serve as Chair and the Board shall annually appoint a Vice Chair, who will act in the temporary absence of the Chair.

4. Conduct of Meetings. The Chair shall preside over meetings of the Legal Committee. The most current edition of Robert’s Rules of Order, Newly Revised, shall govern the conduct of the meetings, as appropriate, when not in conflict with the POAA, the Nonstock Corporation Act, as both statutes may be amended, or the Reston Documents.

5. Records. The Association’s Director of Covenants Administration, or his/her designee, shall record and maintain files of all ruling requests, complaints and decisions of the Legal Committee. Minutes of Legal Committee decisions shall be signed by the Chair of record for that meeting.

6. Use of Technology. A meeting may be conducted by telephone or videoconference or similar electronic means, in accordance with the POAA, as may be amended, and any resolutions adopted by the Board. Committee members participating in such a manner may vote and shall be deemed present for such a meeting.

7. Voting by Secret Ballot. Voting by secret or written ballot in an open meeting shall not be permitted.
8. Executive Session. The Legal Committee may convene in executive session, in accordance with the POAA and the Nonstock Corporation Act, as may be amended, and any resolutions adopted by the Board.

9. Recording Meetings of the Legal Committee. Any Member may record any open portion of a meeting of the Legal Committee, as permitted in the POAA, as may be amended, and, pursuant to, any resolutions adopted by the Board.

10. Agenda Packets. Members shall have the right to review open session agenda packets and materials, as permitted in the POAA, as may be amended, and, pursuant to, any resolutions adopted by the Board.

11. Member Comments. Members shall have the right to be heard at meetings, as permitted in the POAA, as may be amended, and, pursuant to, any resolutions adopted by the Board.

12. Quorum. Except as otherwise provided in the Reston Documents, a majority of the Legal Committee members shall constitute a quorum for the transaction of business. A quorum of Legal Committee members must be present, at all times during a meeting.

13. Action without Meeting. Any action by the Legal Committee required or permitted to be taken at any meeting may be taken without a meeting if consent in writing setting forth the action taken shall be signed either before or after such action is taken by all of the members of the Legal Committee. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the Legal Committee.

C. Legal Committee Limitations and Authorities.

1. The amount of any charges assessed, as prescribed by the Legal Committee for any violation of the Reston Documents, Maintenance and Use Standards, or the Rules and Regulations, shall not exceed fifty dollars ($50) for a single offense or ten dollars ($10) per day for any offense of a continuing nature, however the total charges for any offense of a continuing nature shall not be assessed for a period exceeding ninety (90) days, and shall be treated as an assessment, pursuant to Section V.9 of the Amended Reston Deed.

2. After the date a lawsuit is filed by a Member challenging any such charges, the charges shall be tolled pending the outcome of the lawsuit. If the court rules in favor of the Association, the Association shall be entitled to collect such charges from the date the action was filed as well as all other charges assessed pursuant to Section V.9 of the Amended Reston Deed against the Owner prior to the action.

3. Subject to the terms of Section IV.2(b) of the Amended Reston Deed, the Legal Committee shall have the authority to suspend the right of a Member to use the recreational facilities of the Association and Common Area for any violation of this Deed, the Bylaws, or Rules and Regulations.

4. The Legal Committee shall have the authority to institute and manage on behalf of the Association the prosecution or defense of any legal or remedial action involving a violation of the Reston Governing Documents.
5. Prior to initiating the prosecution of any legal or remedial action, assessing any charges, suspending the right to use the recreational facilities and other Common Area for violations of the Reston Documents, or Maintenance and Use Standards, or the Rules and Regulations, the Legal Committee shall afford the cited Member, or the property Owner(s), as the case may be, the opportunity to be heard and to be represented by counsel before the Legal Committee.

D. Notice of Hearing.

1. Notice of the hearing before the Legal Committee shall be sent by certified, return receipt mail, and regular first-class mail to the Member, at the address of record, at least fourteen (14) days prior to the hearing.

2. The notice shall set forth the date, time, and place of the hearing, including the alleged condition(s), the specific covenant(s) alleged to have been violated, and the charges or sanctions that may be imposed.

3. The failure to sign for such notice shall not serve to invalidate the notice or delay the proceedings.

4. The notice of hearing shall conform to the requirements of POAA, including, but not limited to, advising the Member of their right to be represented by counsel.

E. Reporting Hearing Results and Ratification of Legal Committee Decisions.

1. The hearing result shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Member at the address of record with the Association within seven (7) days of the hearing.

2. The Legal Committee shall report on any action taken by it at the next Regular Meeting of the Board.

3. The Board may afford a Member that is the subject of such action an opportunity to address the Board following the Legal Committee's Report during the Regular Meeting.

4. The Board may, by majority vote, agree to review any decision of the Legal Committee, which shall have the effect of suspending the Legal Committee's decision.

5. If the Board votes to review the Legal Committee's decision, the Board shall thereupon take up the matter de novo, as soon as practicable, and shall give the Member notice as required herein and afford the Owner an opportunity to be heard at the next Regular Meeting of the Board.

6. Unless the Board decides to review the Legal Committee's decision pursuant to paragraph 4, above, the Board shall adopt the report of the Legal Committee thereby affirming the decision.

7. In the case of remedial action, under Section VI.2(d)(ii) of the Amended Reston Deed, notice of intent to take such action shall be given at least fourteen days prior to commencing such work.

8. The Legal Committee shall report to the Board any instance of violation where it has been decided not to pursue the remedies authorized herein.
F. Matters Requiring Immediate Action.

The President or the Vice Chair, in the absence of the President, in consultation with the General Counsel and Chief Executive Officer ("CEO") may authorize immediate suit seeking immediate equitable relief in those instances of violations of the Amended Reston Deed where:

1. immediate action is needed to be taken to preserve and keep the status quo;
2. there is likelihood of RA prevailing on the merits;
3. there is likelihood that future acts will result in irreparable harm; and
4. there is lack of adequate and complete remedy at law.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on November 16, 2006; and amended on December 14, 2006; and amended on July 25, 2019.

[Signature]
Assistant Secretary
WHEREAS, the Board of Directors for the Reston Association (the “Board”) is responsible for the administration and operation of the Reston Association (the “Association”) consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(e) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section III.2(f) of the Amended Reston Deed delineates that it is a purpose of the Association to exercise the powers now or hereafter conferred by law on incorporated property Owners associations including those powers specified in the Virginia Nonstock Corporation Act and the Property Owners Association Act (“POAA”), as may be necessary or desirable to accomplish the purposes set forth above; and

WHEREAS, Section I.1(n) of the Amended Reston Deed defines the Association’s common areas as all real property and improvements thereon owned or leased by the Association for the common use and enjoyment of the Members (the “Common Area”); and

WHEREAS, Section IV.2(a) of the Amended Reston Deed gives the Board the right to establish, adopt, enforce, and repeal Rules and Regulations for the use of the Common Area; and

WHEREAS, Section III.7 of the Amended Reston Deed sets forth the composition and responsibilities of the Covenants Committee for the Association (hereinafter the “Covenants Committee”); and

WHEREAS, Section III.8 of the Amended Reston Deed sets forth the composition and responsibilities of the Legal Committee for the Association (hereinafter the “Legal Committee”); and

WHEREAS, the Association’s Covenants Enforcement & Insurance Resolution 1 further delineates the powers of the Legal Committee; and

WHEREAS, the Association’s Common Areas Rules & Regulations Resolution 2 defines the mooring rights granted to certain property Owners.

NOW, THEREFORE, BE IT RESOLVED, that the following rules and regulations shall govern the manner in which the Covenants Committee and/or Legal Committee reviews and decides on Lake Use and Access violations:
A. Mooring and Lake Access.

1. In cases when there is an assertion that the ability of the Member(s) to moor is impinged upon by a neighboring Member(s) use of the shoreline, the Member(s) is required to do the following:
   
i. The Member(s) must submit a written request to the Association stating the facts and circumstances, and a schematic of the property(s) and shoreline(s) in question (hereinafter a "Mooring Dispute Request").

ii. Member(s) are to send their Mooring Dispute Request to the following address:

   Reston Association  
   Attn: Watershed Manager  
   12001 Sunrise Valley Drive  
   Reston, Virginia 20191

   Requests may also be submitted electronically via the Association’s website.

2. Upon receipt of a Mooring Dispute Request, the Association shall:
   
i. Acknowledge receipt of the Mooring Dispute Request within seven (7) business days and will advise the Member(s) of the next steps in the review process.

   ii. Notify the neighboring Member(s) via certified, return receipt requested and by regular First Class Mail of the issue and request that, within ten (10) days, they also provide information about the conflict, including the facts and circumstances, and a schematic of the property(s) and shoreline(s).

   iii. Verify the situation in the field and submit a written report to the Legal Committee, through the Assistant Secretary.

   iv. Upon receipt of the report, the Assistant Secretary will schedule the case for the next appropriate meeting of the Legal Committee for a hearing the parties shall receive notice and an opportunity to be heard in accordance with Covenants Enforcement & Insurance Resolution 1.

3. The Legal Committee may recommend to the parties involved in a conflicting mooring rights case that they first submit to non-binding arbitration or mediation in the matter and that the recommendation of the arbitrator or mediator be brought back to the Legal Committee for final consideration and decision.

B. Boat Inspections and Enforcement.

1. Any boat kept in the water on a lake owned by the Association must be maintained according to Use & Maintenance Standards Resolution 11. All boats must be in sound structural condition.

2. Association Watershed Staff ("Watershed Staff") will monitor and inspect all boats to ensure
compliance with the governing instruments for the Association, including, but not limited to, Common Area Rules and Regulations Resolution 2 on Lake Use & Access, Use & Maintenance Standards Resolution 11 on Boats.

3. Inspections will occur on an annual basis. Violations may also be identified during normal duties on and around the lakes. Likewise, Association Covenants Staff, as defined herein, when performing inspections, will notify and alert Watershed Staff, in writing, of any suspected boat related violations.

4. If determined by the Watershed Staff that a boat is not in compliance with the governing instruments for the Association and/or creates a safety or health hazard Watershed Staff shall document the violation(s).

   i. Information that is captured shall include the exact violation by referencing the Amended Reston Deed, Design Guidelines, Common Area and/or Use Maintenance Resolutions and any other supporting evidence.

      • Supporting evidence may include, but is not limited to, the boat’s mooring location, permanent mooring permit number, displayed decal year, measurements of boat, boat motor information, boat condition, presence of additional boats and additional description of the violation(s).

5. Watershed Staff shall send a letter by First Class Mail to the Member(s), outlining the nature of the violation(s) and requesting the Member(s) cure the violation(s) within 30 days.

6. Watershed Staff shall send a copy of the letter to the appropriate Association Covenants Advisor to be filed in the appropriate Property File(s) and Database with the associated inspection report and photos (paper and/or electronically).

7. Watershed Staff shall conduct a follow up inspection after the deadline of the alleged violation.

   i. If the violation has been cured, Watershed Staff shall send a closing letter by First Class Mail to the Member(s).

   ii. If the violation has not been cured, Watershed Staff shall refer this matter to the Covenants Committee for further action.

C. Boat Fees

1. All permanent mooring permit payments, as outlined in Common Area Rules & Regulations Resolution 2 on Lake Use & Access, are due on or before June 1 of each calendar year.

2. If Watershed Staff identify Member(s) who have not paid the fees associated with a permanent mooring permit by the above deadline, Watershed Staff shall send a violation letter by certified, return receipt mail, in accordance with the POAA, as may be amended, and regular First-Class Mail to the address of record of the Member(s) requesting that the violation be cured within 30 days.

   3. If the violation is not cured within the thirty (30) day period, the Member(s) will be sent to
the Legal Committee for further action.

D. Docks

1. Any dock must adhere to the governing instruments for the Association, including, but not limited to, the Design Review Board Guidelines for Docks. All docks must be in sound structural condition.

2. Member(s) must request permission for any new docks or alterations to existing docks by submitting a Design Review Board application for the structure.

3. In the event that a dock is found by Watershed Staff to be in violation of the Association’s governing instruments, Watershed Staff shall refer the matter to the Covenants Committee (or Legal Committee as appropriate) for further action.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on November 16, 2006 and amended on January 23, 2020.

Assistant Secretary
WHEREAS, the Reston Association’s (“RA”) Board of Directors is responsible for the administration and operation of the Association consistent with the amended provisions of the Reston Documents; and

WHEREAS, Section III.2(e) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston (“Amended Reston Deed”) delineates that it is a purpose of the Association to do any and all lawful things and acts that it, in its discretion, may deem to be for the benefit of the Property and the Owners and inhabitants thereof; and

WHEREAS, Section III.2(f) of the Amended Reston Deed delineates that it is a purpose of the Association to exercise the powers now or hereafter conferred by law on incorporated property owners associations including those powers specified in the Virginia Nonstock Corporation Act and the Property Owners Association Act (“POAA”), as may be necessary or desirable to accomplish the purposes set forth above; and

WHEREAS, Section III.5(e) of the Amended Reston Deed provides the Board of Directors with all powers necessary and appropriate for carrying out the purposes of the Association which are enabled by law or the Reston Documents; and

WHEREAS, Section VII.6(b) of the Amended Reston Deed requires Clusters Associations to provide a certificate of insurance signed by an agent of the insurer to the Association Board of Directors; and

WHEREAS, the Reston Association wishes to provide an orderly transition under the Amended Reston Documents the receipt of such required information;

NOW, THEREFORE, BE IT RESOLVED, that the Association shall implement Amended Reston Deed Section VII.6(b) regarding Cluster Insurance in the following manner:

A. Requirements. The Reston Association hereby requires of each Cluster Association:

1. Confirmation of each Cluster Association’s insurance coverage in the form of an annual Certificate of Insurance from its agent or carrier no later than November 30th of each calendar year, with the initial certification of insurance due from all Cluster Associations by November 30, 2006;

2. Written confirmation and proof that Reston Association is an additional insured under such Cluster insurance coverage thereon; and

3. Subsequent annual notification to the Reston Association upon the annual renewal of such insurance coverage and notification of any changes to or material modifications, lapses, cancellation or termination of such policies.

4. Cluster Associations are to send their Certificates of Insurance to the following address:
   Reston Association
B. Acknowledgement. Once received, the Reston Association will acknowledge receipt of this Cluster’s Certificate of Insurance within seven business days after receipt.

C. Notice. By July 31, 2006, the Reston Association shall provide initial notice of the “Cluster Insurance Requirement” to all Cluster Associations by certified and first class mail to the last known address of each individual Cluster’s Officers and, if known to be used, management companies. Information on Cluster Insurance Requirements shall also be posted on the Association’s website www.reston.org, and printed in the Association’ Cluster Exchange Newsletter, a quarterly publication produced by the Association and mailed to all known Cluster officers.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association’s Board of Directors held on November 16, 2006.

Cate L. Fulkerson
Assistant Secretary