WHEREAS, Section III.3(2)(a) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston ("Amended Reston Deed") provides the Reston Association ("RA") 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 III.7 of the Amended Reston Deed sets forth the composition and responsibilities of the Covenants Committee; and

WHEREAS, Sections I.1(pp) and III.7(b) of the Amended Reston Deed requires the Covenants Committee to administer the Use and Maintenance Covenants set forth in Section VI.2 of the Amended Reston Deed and Use and Maintenance Standards adopted by the Board which govern the Upkeep, use, occupancy, condition, and physical appearance of the Property; and

WHEREAS, Section III.7(b)(1) of the Amended Reston Deed requires that the Covenants Committee consider and decide violation cases, in accordance with adopted procedures, after affording alleged violator(s) the opportunity to be heard; and

WHEREAS, Section III.7(b)(4) of the Amended Reston Deed provides the Covenants Committee with the power to suspend a Member's use of the Common Area or services pursuant to Amended Reston Deed Sections IV.2(b) and VI.2(d) who, in the judgment of the Covenants Committee, are found in violation of the Use and Maintenance Covenants, Use and Maintenance Standards, or any Rules and Regulations adopted by the Board of Directors; and

WHEREAS, Section IX.4(a) of the Amended Bylaws for Reston ("Bylaws") stipulate that appointments of Members to Committees and Committee chairs shall be made by the RA Board of Directors; and

WHEREAS, Section IX.4(b) of the Bylaws gives the RA Board of Directors authority to remove any Committee Member by a two-thirds vote of the RA Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby; and
WHEREAS, Section IX.5 of the Bylaws stipulates that the procedures which govern Committee meetings shall be the same as those set forth for meetings of the RA Board of Directors in Bylaws Section V.3; and

WHEREAS, for the benefit and protection of RA and of individual Members, the Board of Directors deems it desirable to establish procedures to: 1) assure due process; 2) attempt to minimize the necessity of seeking judicial action in cases involving a question of compliance with the Amended Reston Deed; and 3) develop new and review existing Use and Maintenance Standards to employ in making decisions on various categories of violations based on cases brought to it.

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

A. MEETINGS

1. **Notice of Meetings.** Notice of the time, date, and place of each meeting of the Covenants 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 Covenants Committee, in accordance with the Virginia Property Owners’ Association Act (“POAA”), as may be amended, and any resolutions adopted by the RA Board of Directors.

2. **Open Meeting Requirement.** Meetings of the Covenants 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 RA Board of Directors.

3. **Officers.** The RA Board of Directors shall annually appoint a chair and a vice chair, who will act in the temporary absence of the chair. A vacancy in the office of chair shall be filled by RA Board Appointment, not by automatic succession.

4. **Conduct of Meetings.** The Covenants Committee Chair (hereinafter the “Chair”), appointed by the RA Board of Directors, shall preside over meetings of the Covenants 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 Association governing instruments (hereinafter the “Reston Documents”).

5. **Records.** The Association’s Director of Covenants Administration, or staff members of Reston Association under the direct supervision of the Director of Covenants Administration (hereinafter the “Designated Staff”), shall record and maintain files of all ruling requests, complaints and decisions of the Covenants Committee. Minutes of Covenants 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 video conference or similar electronic means, in accordance with the POAA, as may be amended, and any resolutions adopted by the RA Board of Directors. Covenant 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 Covenant 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 RA Board of Directors.

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

10. **Agenda Packets.** RA 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 RA Board of Directors.

11. **Member Comments.** RA 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 RA Board of Directors.

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

13. **Action.** All actions of the Covenant Committee shall be determined by a majority vote with a quorum being present except for granting of temporary exception permits which shall require a two-thirds vote of the Covenant Committee members.

14. **Action without Meeting.** Any action by the Covenant 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 Covenant 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 Covenant Committee.

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**B. REQUEST FOR USE RULING**
1. **Request.** Any Member may request a ruling from the Covenants Committee as to whether a specific use of the Property owned or occupied by the Member would be or is in violation of Sections VI.2 of the Amended Reston Deed, by submitting to the Covenants Administration Office, the Director of Covenants Administration or Designated Staff, in writing, a request for such ruling which sets forth:

i. A description of the intended activity or use, including the potential impact on neighboring properties; and

ii. A written statement by the applicant that he has given a copy of the ruling request to the owners of at least three properties nearest the applicant’s property (or, in the case of property within a Cluster or Condominium, to the owners of two such properties and an officer of the Cluster or Condominium Association).

2. **Interested Party.**

i. **Definition.** Any owner of property subject to the Amended Reston Deed, including the RA Board of Directors or of any Cluster or Condominium Association, or their agents who apply for status as an Interested Party in accordance with the procedures in paragraph "iii" below and has not been denied that status by the Covenants Committee.

ii. **Standards.** The Covenants Committee may deny any request for Interested Party status from any Property Owner or Cluster or Condominium Board representing RA Members who are such owners, unless made by the RA Board of Directors, if it determines that the owner’s property or the interests of the Members of the Cluster or Condominium Association are not materially affected by the application.

iii. **Registration.** Any person wishing to request Interested Party status shall provide in writing the reasons for making this request to the Director of Covenants Administration or Designated Staff. Letters of registration from individuals receiving neighbor notification about the request for a ruling (as set forth above in “B.1.ii.”) must be received within five (5) business days from the date of notification. The Director of Covenants Administration or Designated Staff shall attempt to advise the Applicant prior to the meeting that there has been a request for Interested Party status.

iv. **Rights.** Anyone who has registered for, and not been denied, Interested Party status has the right to be heard at meetings of the Covenants Committee; will be sent notice of Covenants Committee decisions; will be sent notice of appeal by the Applicant; and may file his or her own appeal.

v. **Interested Party Comments.** Interested Parties may present their comments and supporting material in writing, orally, or both. (See Consideration, “3.” below)

3. **Consideration**
i. The Covenants Committee shall consider such request at its first regular meeting which occurs more than fifteen (15) business days after the request is properly filed.

ii. The Director of Covenants Administration or Designated Staff shall give prompt notice to the parties of the time and place of the meeting.

iii. Applicants and Interested Parties may address the Covenants Committee in support of their positions.

iv. The order of presentation and time limits shall be:
   a) The Applicant (5 minutes)
   b) The Interested Party (5 minutes)
   c) Each party is permitted to reply to the other’s presentation (3 minutes each)

v. Time limit extensions may be granted for good cause at the Chair’s discretion.

vi. Persons wishing to speak at the meeting should notify the Covenants Administration Office by 5:00 p.m. the day before the meeting.

4. **Action.** The Covenants Committee may:

   i. Request additional information and/or defer action to a specific date;

   ii. Grant, by at least a two-thirds vote, a temporary exception permit for a specific period and for specifically stated reasons;

   iii. Rule such proposed use is or is not in violation of the covenants; and/or

   iv. Develop a generalized use guideline.

5. **Notice.** The hearing result (Covenants Committee decision) shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Member(s) (Applicant and any Interested Party) at the address of record with the Association within seven (7) days of the hearing.

6. **Appeal.** Covenants Committee decisions may be appealed to the RA Board of Directors in accordance with Design Review and Covenants Administration Resolution 6, Covenants Committee Appeals Procedures.

C. **ADVISORY OPINION**

1. **Purpose.** An advisory opinion by the Director of Covenants Administration, or Designated Staff, concerning violations of Amended Reston Deed Section VI.2 is intended
to provide guidance on the need to maintain or restore one's property and to allow a property owner sufficient time to plan and arrange for the corrective action.

2. Origination.

i. In situations in which a violation of Amended Reston Deed Sections VI.2 (c), (b)(7) or (b)(18) (lack of maintenance of a property, erosion, or need for restoration of improvements) is noted by the Director of Covenants Administration or Designated Staff, the Director of Covenants Administration or Designated Staff shall provide written notice to the property owner of these conditions and indicate when, after ninety (90) days, the property will be re-inspected.

In situations in which a violation of any other provision of Amended Reston Deed Sections VI.2 is noted, the Director of Covenants Administration or Designated Staff will provide written notice to the Property owner by First Class mail at the address of record or electronically if owner has provided written consent to receiving notice by electronic means, of these conditions and indicate when, after fourteen (14) days, the property will be re-inspected.

If, upon the re-inspection, no corrective action has been taken or the condition of the property has worsened, the Director of Covenants Administration, or Designated Staff, will schedule the property for a hearing at the next appropriate meeting of the Covenants Committee.

ii. If, in the opinion of the Director of Covenants Administration, or Designated Staff, a violation of Amended Reston Deed Section VI.2 is noted while conducting an inspection in accordance with the (POAA), the Association will immediately provide the Owner/Seller with a letter advising the Owner/Seller of the violation and will indicate when the Association will revisit the property.

ii. Complaints about property occupied by Category C Members must be made against the owner of such property.

D. MEMBER COMPLAINTS

1. Origination.

i. Complaints alleging violation of Amended Reston Deed Section VI.2 shall be submitted in writing to the Covenants Administration Office via the Director of Covenants Administration or Designated Staff. Complaints may be filed by any Member of the Reston Association, Cluster Association, or a Condominium Association. The Covenants Administration Office will acknowledge, within seven (7) business days, receipt of a signed complaint, request, or other communication and advise the Property Owner and Complainant, as applicable, that a complaint has been received; that it will conduct an inspection of the property to verify the accuracy of the complaint and notify the
Property Owner and Complainant of the results of its inspection. The inspection will be conducted in order of receipt of the complaint.

ii. Complaints about property occupied by Category C Members must be made against the owner of such property.

2. Determination of Violation.

i. The Director of Covenants Administration or Designated Staff shall inspect the property and view the conditions alleged in the complaint and determine their validity.

ii. If, in the opinion of the Director of Covenants Administration, or Designated Staff, the complaint is valid, the Director of Covenants Administration, or Designated Staff, will schedule a hearing of the matter before the Covenants Committee at the next meeting of the Committee which occurs no fewer than fifteen (15) business days after the date of the written notice in accordance with Section E of this resolution.

iii. If, in the opinion of the Director of Covenants Administration, or Designated Staff, the complaint is not valid, the Association shall notify, in writing, the Complainant and the Property Owner that the case will be closed.

iv. The Complainant may appeal the finding of the Director of Covenants Administration, or Designated Staff, by submitting a written request for a hearing of the matter before the Committee within ten (10) business days after the date of the written notice of the finding.

v. If the Complainant requests a hearing of the matter, notice shall be given in accordance with Section E of this resolution.

E. NOTICE OF HEARING.

1. Notice of the hearing before the Committee shall be sent by certified, return receipt mail, in accordance with the POAA, as may be amended, and regular first-class mail to the Property Owner and Complainant, if applicable, at the addresses of record with the Association.

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

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

F. HEARING.

1. All hearings on matters concerning Use and Maintenance Covenants violations shall be heard at regular or special meetings of the Covenants Committee.
2. The Property Owner and the Complainant may appear at a hearing.
3. The order of presentation and time limits shall be:

   i. The Complainant presents evidence, including witnesses and documents, of the 
      alleged violation(s). (5 minutes)
   ii. The Property Owner or Occupant presents his evidence. (5 minutes)
   iii. Each party is permitted to reply to the other's presentation. (3 minutes each)
   iv. Time limit extensions may be granted for good cause at the Chair's discretion.

G. DECISION.

1. The Covenants Committee, by majority vote, may:

   i. Find that no violation(s) of the covenants exists and dismiss the complaint; or
   ii. Request further information and defer further consideration to a specific date; or
   iii. Find that a violation(s) of the covenants does exist and decide appropriate steps to 
       correct or eliminate the condition found to be in violation, including the revocation of 
       privileges; or
   iv. Find that a violation(s) of the covenants exists and grant by a two-thirds vote a 
       temporary exception permit for a specified period of time and for specifically stated 
       reasons.

2. The Covenants Committee, if it finds a violation(s), will set a date by which the violation 
   (s) should be corrected.

3. Within seven (7) business days of the hearing, the hearing results (Covenants Committee 
   decision) shall be hand delivered or mailed by registered or certified mail, return receipt 
   requested, in accordance with the POAA, as may be amended, to the Property Owner and 
   any Interested Party and by regular first-class mail to the complainant, if applicable, at the 
   address(es) of record with the Association.

H. ENFORCEMENT. The Covenants Committee shall not be responsible for the enforcement of its 
decisions. Enforcement is the responsibility of the Association's Legal Committee pursuant to 
Amended Reston Deed Section III.8(b).

1. The Covenants Committee may, however, recommend enforcement action to the Legal 
Committee.

   a) If the Covenants Committee determines that a Use and Maintenance Covenants 
violation exists, the Director of Covenants Administration, or Designated Staff, on behalf 
of the Association, shall send a letter indicating the Association's intentions to file a
Notice of Violation (“NOV”) as authorized by Amended Deed Section IX.1(b) if the violation(s) is not corrected by the date set by the Covenants Committee.

b) When the violation(s) has been abated and the Association’s administrative costs for recording the NOV and its subsequent release have been reimbursed, the Director of Covenants Administration, or Designated Staff, shall record a Certificate of Release (Attachment C).

2. In the event of an emergency, such as the eminent or potential sale of the property, the Director of Covenants Administration, or Designated Staff, may file the NOV without notice.

3. All matters referred to the Legal Committee shall be by recorded action of the Covenants Committee.

4. In urgent cases, the Covenants Committee, by unanimous consent, may approve the referral of a violation to the Legal Committee if the facts and circumstances of the case warrant such expedited referral and all members of the Committee consent, in writing, to such action.

5. The Covenants Committee has the authority, under Amended Deed Section IV.2(b), to withdraw privileges of use of the Common Area from persons who, in its judgment, are found in violation of the Amended Reston Deed.

ATTEST: Resolution was adopted at a Regular Meeting of the Reston Association Board of Directors held on July 27, 2006; and amended on July 26, 2012; and amended on September 27, 2018.

[Signature]
Secretary

[Signature] 10/5/2018
Date