



Covenants Enforcement & Insurance Resolution 1

Legal Committee Administration & Operations

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.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 of Directors 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.

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.

WHEREAS, Section IV.2(c) of the Amended Reston Deed requires that the Association shall give a Member, before any charges or suspension may be imposed, except for an immediate suspension for health and safety reasons, after receiving Notice, pursuant to Deed Section I.1(bb)(2), the opportunity to be heard before the Legal Committee; and

WHEREAS, the POAA, as amended, shall control the requirements for any notice of hearing, the conduct of the hearing, and the Notice, pursuant to Deed Section I.1(bb)(2), of the hearing results; 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 Deed Sections VI.2(a), VI.2(b), VI.1(c) and VI.2(d) and shall be a continuing lien upon that portion of the Property pursuant to Deed Article V, 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, Section IX.4(a) of the Amended Bylaws for Reston (“Bylaws”) stipulates 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; and 2) attempt to minimize the necessity of seeking judicial action in cases involving a question of compliance with the Amended Reston Deed; and

WHEREAS, the Board of Directors, is required to afford a Member an opportunity to be heard in accordance with Section VI.2(d) of the Amended Reston Deed.

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

A. 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 RA Board of Directors.

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 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 Chair, appointed by the RA Board of Directors, 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 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 RA Board of Directors. 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 RA Board of Directors.
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 RA Board of Directors.
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 RA Board of Directors.
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 RA Board of Directors.

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.

B. Legal Committee Composition. The Legal Committee shall be comprised of the Board President, up to three other Board Directors, the Chief Executive Officer, and General Counsel who shall serve an *ex officio* member of the 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 for a single offense or ten dollars 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 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, no additional charges shall accrue.
3. 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; and
4. 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 one or more successive periods, not to exceed sixty (60) days each, for any violation of rules governing use of the Common Area.
5. 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 Documents, or Maintenance and Use Standards, or the Rules and Regulations; provided however that, in the case of a violation of Section VI.2(a),(b), or (c) of the Amended Reston Deed, any decision to initiate legal or remedial action shall require a two-thirds vote of the Board of Directors.
6. 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, in accordance with the POAA, as may be amended, and regular first class mail to the Member, at the address of record, at least fourteen 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.

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 RA within seven days of the hearing.
2. The Legal Committee shall report on any action taken by it at the next Regular Meeting of the Board of Directors.
3. The Board of Directors may afford a Member that is the subject of such action an opportunity to address the Board of Directors following the Legal Committee's Report during the Regular Meeting.
4. The Board of Directors 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 of Directors suspends the Legal Committee's decision, the Board of Directors 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 of Directors.
6. Unless suspended pursuant to paragraph 4, above, the Board of Directors shall adopt the report of the Legal Committee thereby authorizing any legal action to be taken.
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 Board President, the Vice President in the absence of the President, or the Chair of the Legal Committee 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.

Cate L. Fulkerson

Assistant Secretary



Covenants Enforcement & Insurance Resolution 2 Enforcement of Lake Use & Access Rules

WHEREAS, the Reston Association (“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.8(a) of the Amended Reston Deed sets forth the composition and responsibilities of 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; and

NOW, THEREFORE, BE IT RESOLVED, that the following policy 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. For the Legal Committee to determine the mooring allowed by Owners in cases where one Owner's ability to moor is impinged upon by a neighboring Owner’s use of the shoreline.
2. The Owners 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.
3. Owners are to send their written request to the following address:

Reston Association
Attn: Larry Butler, Director of Parks & Recreation
1930 Isaac Newton Square
Reston, Virginia 20190-5093

Requests may also be submitted electronically via the Association's website www.reston.org.

4. Once received, the Association shall:
 - i. Acknowledge receipt of the request within seven business days and will advise the Member of the next steps in the review process.
 - ii. Notify the neighboring property Owner(s) (certified, return receipt requested and by regular first class mail) of the issue and requesting that, within ten (10) days, they 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.
5. 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. Boats and Docks.

1. After providing notice and an opportunity to be heard, the Covenants Committee or Legal Committee, as appropriate, shall have the right to cause the removal of any dock or Boat from a Common Area Lake parcel if not in compliance with the Common Area Rules and Regulations Resolution 2 on Lake Use & Access.
2. Any dock or Boat kept in the water on a Lake must be maintained according to Use & Maintenance Standards Resolution 11 on Boats, and must be in sound structural or floating condition.
3. If determined by the Covenants Committee that a dock or Boat creates a safety or health hazard, due to neglect or lack of maintenance, the Association shall notify the Member that the dock or Boat creates such a hazard, and request that the Member correct the problem within 60 days.
4. If the Member fails to correct the condition and hazard within the prescribed time frame, the Association shall notify the Member that he must remove the dock or Boat, at the Member's expense within 10 days or the Association shall remove the dock or Boat, or cause the dock or Boat to be removed, the costs for such removal shall be assessed against the Member.

C. Notice and Hearing Requirements.

1. All forms of notice required to be sent by the Association, as set forth in this Resolution, shall be sent by certified, return receipt mail, in accordance with the POAA, as may be amended, and regular first class mail to the Member, at the address of record.

2. 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, or determining the mooring allowed in cases of conflict, the Legal Committee shall afford the cited Member, or the property Owner(s) in the case of conflicting mooring rights, as the case may be, the opportunity to be heard and to be represented by counsel before the Legal Committee.
 - i. Notice of the hearing before the Covenants Committee or Legal 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 Member, at the address of record, at least fourteen days prior to the hearing.
 - ii. 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.
 - iii. The failure to sign for such notice shall not serve to invalidate the notice or delay the proceedings.
 - iv. 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 days of the hearing.
 - v. The results of the hearing shall be ratified by the Board of Directors in accordance with the process outlined in Section F of Covenants Enforcement & Insurance Resolution 1 on Legal Committee Administration & Operations.

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



Covenants Enforcement & Insurance Resolution 3 Cluster Insurance

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

Cluster Insurance
1930 Isaac Newton Square
Reston, Virginia 20190-5093

- 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's 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