CAMERON STATION COMMUNITY ASSOCIATION
MEETING OF THE BOARD OF DIRECTORS
January 29, 2019 at 7:00 p.m.
Cameron Club Henderson Room

AGENDA

I. CALL TO ORDER/ESTABLISH QUORUM 7:00
II. APPROVE AGENDA 7:05
III. GUEST SPEAKER: Sgt Sean Casey
     Lieutenant Matthew Weinert

IV. RESIDENTS’ OPEN FORUM 7:25
V. APPROVAL OF MINUTES TAB 1 7:25
   -- CSCA Board Meeting held on November 27, 2018
VI. FINANCIAL REPORT for November 2018 TAB 2 7:30
VII. ProFiT December 2018 Report TAB 3 7:35
VIII. OFFICERS’ & COMMITTEE MINUTES/REPORTS (CCFC to report first) TAB 4 7:40
IX. OLD BUSINESS 7:50
   - City of Alexandria Update
X. NEW BUSINESS
XI. BOARD DECISION
   a. Pool Contract-Guardian Aquatics & Community Pool Service TAB 5 8:05
   b. Emergency Repairs -Administrative Resolution TAB 6 8:10
   c. Enforcement & Due Process-Policy Resolution TAB 7 8:15
   d. Access to Facilities for Non-Residential Units-Policy Resolution TAB 8 8:20
   e. Lancaster Proposal #29670 John Ticer TAB 9 8:25
   f. Appoint Jeremy Drisiane to ARC Committee TAB 10 8:30
   g. Appoint Mary Rulien to ComCom Committee TAB 11 8:35
   h. Re-appoint Karen Diener-ARC Committee TAB 12 8:40
   i. Heartline-Proposal treadmill TAB 13 8:45
   j. New roof top HVAC for fitness center TAB 14 8:50

XII. BOARD DISCUSSION
   a. 3 way stop sign at Tancreti & Brawner 9:00

XIII. MATTERS FOR BOARD REVIEW AND INFORMATION
   b. Management Report-for your review TAB 15 9:05

XIV. EXECUTIVE SESSION
   a. Delinquency and Collection Reports TAB 16 9:10
      Legal

XV. ADJOURNMENT 9:30
CAMERON STATION COMMUNITY ASSOCIATION
BOARD OF DIRECTORS MEETING MINUTES
Tuesday, November 27, 2018

The regularly scheduled monthly meeting of the Board of Directors for November was held on Tuesday, November 27, 2018. The meeting was called to order at 7:06 p.m. by President Margaret Brock at the Cameron Club located at 200 Cameron Station Blvd., Alexandria, VA 22304, with a quorum present.

BOARD ATTENDANCE
Margaret Brock  President
Jon Dellaria  Vice President
Michael Johnson  Secretary
Martin Menez  Treasurer
Mindy Lyle  Director
Tom Sugrue  Director

OTHERS ATTENDING
Jan Ward, Vice President, HOA Division Director, CMC
Deirdre Baldino, Assistant General Manager, Recording Secretary, CMC
Cameron Station Residents

APPROVE AGENDA
Move To: “Approve the agenda to add the draft Policy Resolution For Access To Recreational Facilities and Shuttle Bus Service By Owners And Occupants of Non-Residential Units under Board Discussion, add the A&E self-defense class proposal and the ratification of two ARC roof repair applications under Board Decision as amended.”
Moved by: Tom Sugrue
Seconded: Mindy Lyle
For:  All
Against: None
MOTION PASSED

GUEST SPEAKER
Police Lieutenant Weinert briefed the Board of the recent crime activity and mainly were due to items that had been stolen from garages or vehicles that had been left unlocked. He cannot stress enough the importance of locking homes, garages, and vehicles. Also, package theft is always on the rise this time of year and he provided some helpful prevention tips. Sergeant Sean Casey with the Alexandria Sheriff’s office was present and introduced himself to the Board. He has been assigned as the new Sheriff’s liaison for Cameron Station and for the Cameron Station Civic Association.
RESIDENTS OPEN FORUM
Residents were present but not for open forum.

APPROVAL OF MINUTES
Move To: “Approve the minutes from the October 30, 2018 Board of Directors meeting as presented.”
Moved by: Martin Menez
Seconded: Michael Johnson
For: All
Against: None
MOTION PASSED

FINANCIAL REPORT FOR OCTOBER 2018
This summary reflects the un-audited fiscal year 2018 financial entries. Please be reminded, this is a snapshot of the Association’s financial situation as of October 31, 2018. As always, Management will continue to closely monitor the monthly expenses for the Association and will advise the Board of any specific issues that may have an impact to the budget.

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<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
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<tr>
<td>Total Cash and Investments</td>
<td>$2,721,275.00</td>
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<tr>
<td>YTD Income</td>
<td>$2,123,818.74</td>
<td>$2,118,301.00</td>
<td>$5,517.74</td>
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<td>YTD Expenses</td>
<td>$2,054,777.31</td>
<td>$2,142,815.42</td>
<td>($88,038.11)</td>
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<td>YTD Net Income, surplus/ (loss)</td>
<td>$ 69,041.43</td>
<td>($24,514.42)</td>
<td>$93,555.85</td>
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The financial report was included in the BoD packet. Treasurer Martin Menez reviewed the status of investments and projected interest for 2019. Also, to be noted that the delinquency rate on the variance was noted of approximately 5.9% which is slightly above the industry standard of 3%-5%. The cause was delayed payments by condo associations and is being addressed.

PROFIT REPORT FOR OCTOBER 2018
Presented report as provided in BoD packet.

OFFICERS’/COMMITTEE REPORTS
Cameron Club Facilities Committee
Gave a brief summary regarding the A&E sponsored self-defense class as the instructor attended the November CCFC meeting. Per the direction of the Board the Committee also interviewed and met with both Community Pool Service and Guardian Aquatics and made the recommendation to the Board to remain in contract with Community Pool Service. The pool survey is complete and is included for the Board for review.
Activities and Events Committee
The committee has been planning for the Annual Holiday event that is scheduled for Sunday, December 9th and the committee will be using Maggiano’s Italian Restaurant to cater the event. Also, the A&E is interested in sponsoring a women’s self-defense class and that was added to the Board meeting agenda. Ms. Barnett who is a Cameron Station resident is a licensed instructor and was present to answer any questions regarding the self-defense class.

Architectural Review Committee
Several ARC members were present and discussed the recent applications the committee has been approving. ARC Chair, Mr. Sanchez recently has resigned, and the Committee will soon have one vacancy. The next ARC meeting is Thursday, December 6, 2018.

Common Area Committee
The CAC has two items on the meeting agenda and are in favor of the little free library that Cameron Station residents David & Stephanie Thorpe would generously donate to the Community.

Communications Committee
The November/December The Compass issue is currently in production. The committee will be focusing on the Cameron Station website edits in 2019 and crafting ideas to shorten the weekly email blasts. The ComCom currently has one vacancy.

Financial Advisory Committee
Is currently working with Management and strategizing ways for a more user-friendly format for the monthly Variance Report. The FAC now currently had one vacant position.

OLD BUSINESS
a. City of Alexandria Update- Ms. Lyle reported that the Landmark Mall Re-Planning Process Community meeting is scheduled for December 12, 2018 from 7-9pm at Brandywine Living.

NEW BUSINESS
None.

MATTERS FOR BOARD DECISION
Move To: “Approve to conduct a written ballot vote for the Board of Directors appointment.”
Moved by: Martin Menez
Seconded by: Mindy Lyle
For: Martin Menez, Mindy Lyle, Jon Dellaria, and Tom Sugrue
Against: Michael Johnson
MOTION PASSED
Appointment to the Board of Directors

Move To: “Approve the appointment of Sarah Meyer Walsh to the Cameron Station Board of Directors.”
Moved by: Michael Johnson
Seconded by: Jon Dellaria
For: All
Against: None
MOTION PASSED

Change of Attendance Recently Appointed Board Member Sarah Meyer Walsh joined the meeting at 8:49 p.m.

Lancaster Proposal #29623- Landscape Enhancements

Move To: “Approve the Common Area Committee (CAC) recommendation for the Lancaster Proposal #29623 for Landscape Enhancements in the amount of $1,687.50 to be expensed to GL3280- Repair & Replacement Reserve.”
Moved by: Mindy Lyle
Seconded by: Michael Johnson
For: All
Against: None
MOTION PASSED

Lancaster Proposal #29624- Landscape Enhancements

Move To: “Approve the Common Area Committee (CAC) recommendation for Proposal #29624 for Landscape Enhancements in the amount of $1,710.00 to be expensed to GL6155- Turf Treatment & Enhancements.”
Moved by: Mindy Lyle
Seconded by: Michael Johnson
For: All
Against: None
MOTION PASSED

CCFC Committee Appointment

Move To: “Approve the appointment of John Burton as a member of the Cameron Club Facilities Committee.”
Moved by: Michael Johnson
Seconded by: Jon Dellaria
For: All
Against: None
MOTION PASSED
ARC Committee Appointment

Move To: “Approve the appointment of Kevin DeVaney as a member of the Architectural Review Committee.”
Moved by: Mindy Lyle
Seconded by: Michael Johnson
For: All
Against: None
MOTION PASSED

Election of 2019 Board of Officers

Move to: “Nominate Michael Johnson as Board President, Margaret Brock as Board Vice President, Mindy Lyle as Board Secretary, and Martin Menez as Board Treasurer.”
Moved by: Jon Dellaria
Seconded by: Tom Sugrue
For: All
Against: None
MOTION PASSED

Appointment of 2019 Committee Liaisons

Move to: “Nominate Sarah Meyer Walsh as the Activities & Events Planning Committee Liaison, Margaret Brock as the Architectural Review Committee Liaison, Mindy Lyle as the Common Area Committee Liaison, Jon Dellaria as the Cameron Club Facilities Committee Liaison, Tom Sugrue as the Communications Committee Liaison, and Martin Menez as the Financial Advisory Committee Liaison.”
Moved by: Michael Johnson
Seconded by: Tom Sugrue
For: All
Against: None
MOTION PASSED

Ratify Roof Repair Applications

Move To: “Ratify 236 Murtha Street and 225 Cameron Station Blvd Roof Repair Applications as stated”.
Moved by: Mindy Lyle
Seconded by: Jon Dellaria
For: All
Against: None
MOTION PASSED
Self-Defense Class

**Move To:** “Approve the Activities and Events expenditure of $700 from GL5200 to sponsor the self-defense class as stated”.
Moved by: Mindy Lyle
Seconded by: Sarah Meyer Walsh
For: All
Against: None
**MOTION PASSED**

Free Library

**Move To:** “Approve the Little Free Library as stated”.
Moved by: Mindy Lyle
Seconded by: Jon Dellaria
For: All
Against: None
**MOTION PASSED**

Pedestrian Pathway Lancaster Proposal

**Move To:** “Move the Lancaster proposals from Board discussion to Board Decision as stated”.
Moved by: Michael Johnson
Seconded by: Mindy Lyle
For: All
Against: None
**MOTION PASSED**

**Move To:** “Approve the Lancaster proposal #29506 in the amount of $22,305.00 to be expensed to GL3364 Capital Improvements for Landscaping enhancements along the property fence at the pedestrian pathway”.
Moved by: Jon Dellaria
Seconded by: Martin Menez
For: All
Against: None
**MOTION PASSED**

**MATTERS FOR BOARD DISCUSSION**

a. **Update on John Ticer Gazebo** - There has been a delay in production with the gazebo columns and they are anticipated to arrive the last week in November.

b. **Free Library** - See motion
c. **Pedestrian Pathway** - See motion
MATTERS FOR BOARD REVIEW AND INFORMATION
Management Report- Included in Board packet for review.

EXECUTIVE SESSION
No executive session was conducted.

Move To: “Adjourn the meeting at 10:37 p.m.”
Moved by: Mindy Lyle
Seconded: Sarah Walsh
For: All
Against: None
MOTION PASSED

Minutes prepared and respectfully submitted by Deirdre Baldino, Recording Secretary, CMC
MEMORANDUM

TO: Cameron Station Board of Directors
   Financial Advisory Committee

FROM: Judy Johnson
   Deirdre Baldino

DATE: December 20, 2018

RE: November 30, 2018 Financial Statement Summary

This summary reflects the un-audited fiscal year 2018 financial entries. Please be reminded, this is a snapshot of the Association’s financial situation as of November 30, 2018.

EXECUTIVE SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>ACTUAL</th>
<th>BUDGET</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cash and Investments</td>
<td>$ 2,625,438.88</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year to Date Income</td>
<td>$ 2,338,639.42</td>
<td>$ 2,329,506.00</td>
<td>$ 9,133.42</td>
</tr>
<tr>
<td>Year to Date Expense</td>
<td>$ 2,254,158.38</td>
<td>$ 2,330,710.73</td>
<td>($ 76,552.35)</td>
</tr>
<tr>
<td>Net Income Year to Date, surplus/ (loss)</td>
<td>$ 84,481.04</td>
<td>($ 1,204.73)</td>
<td>$ 85,685.77</td>
</tr>
</tbody>
</table>

**Investments:**

On November 30, 2018 the Association had operating and investment funds totaling $2,625,438.88. The Pacific Premier Bank (PPB) operating account had a balance of $396,041.93. The Congressional Bank Money Market account reflects a balance of $602,976.35, and the PPB-Merchant account has a balance of $1.45. The Morgan Stanley Smith Barney Money Market account had a balance of $295,037.97. There is also $1,325,000.00 invested in laddered Certificates of Deposit managed by Morgan Stanley. Additionally, Morgan Stanley is holding $6,381.18 in accrued interest.

**Balance Sheet:**

The Accounts Receivable Residential Assessments account (GL 1500) as of November 30, 2018 was $49,683.72. The Association also maintains for an Allowance for Doubtful Accounts (GL 1530) on the Balance Sheet in the amount of $30,657.72. This reflects a net delinquency rate of approximately 0.77%, which is well below the industry standard of 3% - 5%. This is based on the formula as follows: Net Residential Assessments Receivable ($49,683.72 - $30,657.72)/Total Annual Assessments: $2,465,931.00 = 0.77%.

Accrued Repair & Replacement Reserves total $1,850,838.49 and are fully supported by cash and investments based on the calculation below. (Total Cash & Investments: $2,625,438.88 minus Liabilities $333,195.63 minus Repair & Replacement Reserves: $1,850,838.49 = $441,404.80 excess capital.)
The Capital Improvement Reserve account totals $5,624.99 which is also fully supported by cash and investments. At the time of this report I am unaware if there are any approved Capital Improvements projects to be funded from this account. (Excess Capital $441,404.80 minus Capital Reserves $5,624.99 = $435,779.81 remaining capital after funding Capital Reserves.)

Owner's Equity*, which has a balance of $368,653.87, is fully supported by cash and investments. Remaining Excess Capital of $435,779.81 minus Owner's Equity $368,653.87 = $67,125.94 excess capital.

*The Association's Unappropriated Prior Year Owner's Equity is the cumulative amount of net income or losses since the inception of the Association. Each year the net income (or loss) is added (or subtracted) to/from this amount. Auditors recommend that it is healthy for Associations to have between 10-20% of the Association's annual assessments in this line item.

Income Statement Report:

The Income Statement Report reflects a year-to-date income of $2,338,639.42 which is $9,133.42 more than the budgeted amount of $2,329,506.00. However, there are several of the line items budgeted under Other Income that are significantly below the year-to-date budgeted amounts. I bring to your attention those GL line items that are below/above the budgeted allocations by $2,500.00 or more.

Charitable Donations Income, line item #4295 is under the year-to-date budgeted number of $8,250.00 by $6,063.03.

Interest Earned, line item #4910 is $9,729.31 above the budgeted number of $20,240.00. This result reflects rising interest rates and a higher percentage of funds invested this year.

Year-to-date expenses total $2,254,158.38 which is $76,552.35 below the budgeted amount of $2,330,710.73. Below are a few line items that I would like to bring to your attention, as they have a variance of more than $2,500.00 of the year-to-date budgeted amount.

Expense Variances Below Year-to-Date Budget by $2,500.00 or more:

Acct. Setup/DD/Coupons, line item #5030 which is $5,032.50 below the budgeted number of $9,287.00. The FY2019 Coupons have been ordered and this line item should balance out in December.

Architectural Comprehensives, line item #5035 which is $5,155.57 below the budgeted number of $6,192.00. The reason for this is that Architectural Comprehensives inspections resumed in July.

Postage, line item #5215 which is $3,684.40 below the budgeted number of $11,200.00. This line item will most likely balance out by the end of the year.

Permits & Licenses, line item #6300 which is $2,579.84 below the budgeted number of $3,667.00. This line item is for elevator annual testing, fire prevention permit, and annual testing of the fire hydrates.

Decals & Parking Passes, line item #6422 which is $5,570.20 below the budgeted number of $6,000.00. The 2019 decals and packing passes have been ordered and will reflect in the December financials.
Newsletter Service, line item #5225 which is $3,071.34 below the budgeted number of $15,000.00. However, the May/June & Sept/Oct newsletters were coded to an incorrect GL and have been reclassified to the appropriate GL5225 and has been reflected in the November financials. The Nov/Dec newsletter invoice will be reflected in the December financials.

Other Communications, line item #5316 which is $11,430.19 below the budgeted number of $12,008.00. Currently no activity.

Administrative Salaries, line item #5302 which is $25,217.30 below the budgeted number of $267,936.00. Due to the staffing turnover with the Covenants Administrator earlier in 2018 and not having a full time Maintenance Technician for several months. This line item should balance out due to the coverage by the AOC maintenance technician who did service the community twice a week.

Payroll Taxes/Benefits/Costs, line item #5340 which is $18,810.40 below the budgeted number of $85,740.00. Due to the staffing turnover with the Covenants Administrator earlier in 2018 and not having a full time Maintenance Technician on staff.

Water Service, line item #6025 which is $16,453.23 below the budgeted number of $26,000.00. Due to heavy rains during the spring/summer seasons this year, which resulted in less water usage.

Flower Rotation & Landscape Enhancements, line item #6150 which is $4,460.50 below the budgeted number of $25,000.00. Due to the flower rotation for the fall has not been received from Lancaster.

Irrigation System, line item #6299 which is $4,524.50 below the budgeted number of $18,000.00.

TMP Expenses, line item #6305 which is $2,499.70 below the budgeted number of $197,083.00. Accounting has accrued the incorrect amount. However, this has been corrected and should balance out next month.

Snow Removal Services, line item #6442 which is $36,454.00 below the budgeted amount of $52,500.00. Due to a mild winter season.

Linear Park Maintenance, line item #6685 which is $7,472.00 below the budgeted number of $21,668.00. Management anticipates this line item will balance out at the end of the year.

Legal Services – Collections, line item #7025 which is $3,613.53 below the budgeted number of $19,250.00. This can be attributed to a very low delinquency rate.

Legal Services – General Counsel, line item #7030 which is $6,023.20 below the budgeted number of $27,500.00. This can be attributed to a lesser need for General Counsel over the year.

Health Club Management/Staff, line item #5318 which is $6,705 below the budgeted number of $155,090.00. Due to the spread for the year.

Fire Prevention & Protection, line item #6414 which is $8,355.38 below the budgeted number of $9,167.00.

Janitorial Services, line item #6430 which is $2,988.44 below the budgeted number of $38,879.00.

Building Repair & Maintenance, line item #6515 which is $8,110.17 below the budgeted number of $12,833.00. Due to no full-time onsite Maintenance Technician.
Expense Variances Above Year-to-Date Budget by $2500

Computer Network/C3, line item #5040 is $12,340.00 above the year-to-date budget of $5,958.00. Management was invoiced from the Association’s IT support company for several outstanding invoices. An audit adjustment will be done for any 2017 expenses. Also, the server for the Cameron Club crashed earlier in 2018. It was necessary to fix the IT issues with the AutoFetch for the fitness center and working on the repairs for the music in the FC.

Parking Enforcement, line item #5070 is $5,223.00 above the year-to-date budget of $14,667.00. The parking enforcement officer has been working more hours than allotted for this position. Management has rectified the situation. The parking enforcement officer now works only 3 days a week and 4 hours each day.

Events & Awards, line item #5200 is $34,429.39 above the year-to-date budget of $37,500.00. This where everything for the 20th Anniversary party is coded, and we have not received the some of their charitable donations.

Trash and Recycling, line item #6035 is $5,992.95 above the year-to-date budget of $274,195.00. This due to the Main Street Condominium new trash contract.

Turf Treatment & Enhancements, line item #6155 is $18,290.00 above the year-to-date budget of $15,000.00. This due to necessary landscape enhancements through out the community.

Tree & Shrub Maintenance, line item #6160 is $5,780.00 above the year-to-date budget of $28,000.00. This reflects 5 trees that were removed due to storm damage and a final necessary tree pruning around street signs and street lights.

General Repair & Maintenance, line item #6600 is $19,547.93 above the year-to-date budget of $4,583.50. This is due to the temporary maintenance services from AOC who serviced the community 2 days week in the interim of the vacant position of the Maintenance Technician.

Lighting supplies/Repair & Maintenance, line item #6640 is $14,582.28 above the year-to-date budget of $27,500.00. This is due to the community street light repairs and service calls.

Pet Stations, line item #6690 is $3,836.65 above the year-to-date budget of $7,792.00. This is due to the weekly services of the pet stations being serviced by a contractor due to no maintenance person at this time.

Clubhouse Utilities, line item #6075 is $5,134.60 above the year-to-date budget of $31,167.00. Due to warmer weather this season.

Pool Management, line item #6438 is $2,418.75 above the year-to-date budget of $59,900.00. Due to an error in the pool contract that added an extra cost for 4 guards for the weekends and extra guards for annual pool party.

Fitness Equipment Repair & Maintenance, line item #6570 is $3,398.22 above the year-to-date budget of $7,333.00. Due to repairs to the Fitness Center equipment.

Fitness Center Supplies, line item #6575 is $2,582.21 above the year-to-date budget of $5,500.00.

Income Tax, line item #9000 is $2,550.00 above the year-to-date budget of $2,250.00. This was spread for April and paid in May.

Overall there is a variance between year-to-date income and expenses in the amount of $84,481.04 through November 30, 2018, which well exceeds the budgeted amount for Net Income/(Loss) through November 2018 of ($1,204.73). As always, Management will continue to closely monitor the monthly expenses for the Association and will advise the Board of any specific issues that may have an impact to the budget. Please let me know if you have any questions regarding this information.
Financial Report
November 2018
Association
Cameron Station Community
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<th>Description</th>
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<td>2550 - Prepaid Assessments</td>
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<tr>
<td>2200 - Accrued Payroll Payable</td>
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<td>2300 - Accounts Receivable</td>
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<td>2300 - Income Taxes Payable</td>
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<td>2025 - Transfer Fee Payable</td>
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<td>Net Income / (Loss)</td>
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<td>Total Repair &amp; Replacement Reserves</td>
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<tr>
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As of November 30, 2018

Campton Station Community
Balance Sheet Report
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Cameron Station Community
Income Statement Summary

Net Income / (Loss)
### Cameron Station Community

#### Income Statement Report

**November 01, 2018 thru November 30, 2018**

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Cameron Station Community
Income Statement Report

November 01, 2018 to November 30, 2018

Consolidated
### Consolidated

**Cameron Station Community Income Statement Report**

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November 01, 2018 thru November 30, 2018
# Consolidated Cameron Station Community Income Statement Report

November 01, 2018 thru November 30, 2018

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FY18 Total Budget report YTD November Financials
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FY18 Total Budget report YTD November financials
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Cameron Club Monthly Report

December 2018
Attendance and Usage

December – 4,782

- Average usage per day- 154

Previous month:

- November – 5,691
- Average usage per day- 189

Facility & Operations

Group Exercise Class Program

- Stretch & Core was the most attended classes this month. Some of our totals were affected by the Christmas and New Year’s Eve.
- We saw an increase in 5 out of 10 classes from last month.

Exercise and Facilities Equipment

- The MyRide LifeFitness bike is down. The MyRide requires a new pad. Unfortunately this part is on back order.
- A few residents due to the popularity of the Peloton bike are inquiring if we are due to get another one. There have been request to look into the Peloton treadmill by the residents as well.

Personal Training

- We had 1 new client this month.

Upcoming Goals & Events

- The self-defense workshop for women has been scheduled for January 13th, from 3pm to 5pm. On January 26th, at 11am there will be a self-defense workshop for all residents.
Graphs

September 2018, Total Attendance

- September
- October
- November
- December

2015
2016
2017
2018
Class Attendance August/September 2018

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<tr>
<td>Zumba</td>
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<tr>
<td>Pilates</td>
<td>13</td>
<td>9</td>
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<tr>
<td>Vinyasa Yoga: Mon</td>
<td>54</td>
<td>66</td>
</tr>
<tr>
<td>Boot Camp: Tues</td>
<td>32</td>
<td>29</td>
</tr>
<tr>
<td>Boot Camp: Thurs</td>
<td>32</td>
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<tr>
<td>Strength &amp; Stretch</td>
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<td>57</td>
</tr>
<tr>
<td>Stretch &amp; Core: Mon</td>
<td>61</td>
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<tr>
<td>Stretch &amp; Core: Wed</td>
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<td>58</td>
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Class Attendance August/September 2018

<table>
<thead>
<tr>
<th>Class</th>
<th>December</th>
<th>November</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aqua Aerobics</td>
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<tr>
<td>Zumba</td>
<td>35</td>
<td>38</td>
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<tr>
<td>Pilates</td>
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<tr>
<td>Stretch &amp; Core: Mon</td>
<td>61</td>
<td>56</td>
</tr>
<tr>
<td>Stretch &amp; Core: Wed</td>
<td>61</td>
<td>58</td>
</tr>
</tbody>
</table>
The following individuals attended the meeting:
Dick Shea, Vice Chair
Dan Ogg, CCFC Recording Secretary
John Burton, CCFC Member
Jon Dellaria, BODs Representative
Rich Mandley, ProFIT President
PsyniiGianni Scott, ProFIT Fitness Center Manager/Activities Director

Absent: Ray Celeste, CCFC Chair; Brendan Hanlon, CCFC Member.

1. The Cameron Club Facilities Committee meeting was called to order by Dick Shea at 7:01 p.m.
2. Dan Ogg made a motion to approve the agenda for the meeting. The motion was seconded by John Burton and it passed unanimously.
3. Residents Open Forum: No residents attended.
4. John Burton made a motion to approve the CCFC’s meeting minutes for November. The motion was seconded by Dan Ogg and it passed unanimously.
5. BOD’s Update: Dick Shea provided the BODs update.
   a) The Board approved John Burton as a Member of the CCFC.
   b) Olivia Sheldon is planning to teach a women’s self-defense class, which is scheduled for January 13, 2019.
   c) The Board received the CCFC recommendation to keep Community Pool Services as the pool services contractor and the CCFC motion to approve the contract for Community Pool Services for 2019. The Board plans to discuss this issue in the January 2019 Board meeting.
6. CMC Management report: Dick Shea provided the update.
   a) The CCFC requests that CMC Management provide details of the expenses year-to-date in the Safety and Security line item (6440) and Fire Suppression line item (6500) of the CCFC budget. As of October 2018, both line items were over budget for the year.
   b) CMC Management now plans to issue the RFPs for the basketball court floor replacement in January 2019.
   c) CMC Management upgraded the CCURE Server in the administration office to be compatible with new Windows 10 software. The CCFC requests CMC Management to provide details about the funding source for this work and the funding required to support
the Software Support Agreement that is part of the work proposal from SETEC to do the work.

7. ProFIT Report:
   a) Rich Mandley provided the ProFIT monthly report. Attendance in November was 5,691 (189 per day), compared to October’s attendance of 5,682 (176 per day).

   b) Rich stated that the equipment in the gym is currently fully functional, except the MyRide LifeFitness bike, which needs a new control pad. The control pad has been ordered and will be replaced at no cost because the bike is still under warranty.

   c) Psy Scott will conduct another self-defense workshop on January 26, at 11:00 am.

   d) The CCFC requested ProFIT to work with CMC Management to find out the times that people check in to the gym throughout the day with the intent to identify the peak-usage times at the gym.

   e) Rich Mandley briefed the CCFC on the 2019 Capital Improvement Plan for the gym. Rich recommends new wall paint and flooring and re-arranging the equipment to make more efficient use of the space in the gym. Generally, the exercise equipment is in good shape, but Rich recommends replacing five pieces of equipment in 2019. Rich also recommends replacing six TV’s, which are very old. At a minimum, the oldest True treadmill needs to be replaced very soon.

   f) Motion for the BOD: Dan Ogg made a motion to replace the oldest True Treadmill with a Star Trac Cross Trac Treadmill for a price not to exceed $6900.00, to be expensed out of the capital improvement budget. John Burton seconded the motion and it passed unanimously.

8. Old Business: There was no old business.

9. New Business:
   a. A resident’s concern about free weights going missing was discussed. Currently all free weights are accounted for, but Psy Scott reports that periodically they can go missing and then come back.

   b. Another concern was expressed regarding people entering the fitness area from the door near the management office and without checking in at the desk. This issue has been discussed before and to be solved will need some security modifications to the door. Tabled for future discussion.

10. Adjournment: Dan Ogg made a motion to adjourn the meeting. John Burton seconded the motion and it passed unanimously. The meeting was adjourned at 8:38 p.m.
The regularly scheduled monthly meeting of the Architectural Review Committee (ARC) for December was held on Tuesday, December 6, 2018. The meeting was called to order at 7:00 p.m. by ARC Chair, Mark Sanchez, located at 200 Cameron Station Blvd., Alexandria, VA 22304, with a quorum present.

**ARC MEMBERS IN ATTENDANCE**
Mark Sanchez- ARC Chair  
Karen Diener- ARC Vice Chair  
Chris Hines- ARC Member  
Gayle Hatheway- ARC Member  
Kevin Devaney- ARC Member

**MEMBERS ABSENT**  
Sharon Wilkinson- ARC Member  
Craig Schuck- ARC Member

**OTHERS IN ATTENDANCE**  
Bethlehem Kebede, Covenants Administrator, CMC  
Deirdre Baldino, Assistant General Manager, Recording Secretary, CMC  
Margaret Brock- Board Liaison  
Cameron Station Residents

**APPROVE AGENDA**  
MOVE TO: “Approve the agenda as presented.”  
Moved by: Chris Hines  
Seconded: Gayle Hatheway  
For: All  
Against: None  
Absent: Sharon Wilkinson and Craig Schuck  
MOTION PASSED

**RESIDENTS OPEN FORUM**  
Residents were present and discussed their Exterior Modification Applications that they had submitted and answered any questions that the ARC had regarding their applications. They were not present for open forum.
MOVE TO: “Approve the November 13, 2018 ARC meeting minutes as amended.”
Moved by: Gayle Hatheway
Seconded by: Karen Diener
For: All
Against: None
Absent: Sharon Wilkinson and Craig Schuck
MOTION PASSED

<table>
<thead>
<tr>
<th>APP #</th>
<th>ADDRESS</th>
<th>MODIFICATION REQUEST</th>
<th>ARC ACTION/VOTE</th>
</tr>
</thead>
</table>
| 18-79 | 236 Murtha Street        | Roof Replacement- Ratify Only             | APPROVED: as submitted
Moved By: Gayle Hatheway
Seconded: Chris Hines
For: All
Against: None
Absent: Sharon Wilkinson and Craig Schuck
MOTION PASSED |
| 18-84 | 5265 Pocosin Lane        | Replace coping with steel coping         | APPROVED: as submitted
Moved By: Karen Diener
Seconded: Gayle Hatheway
For: All
Against: None
Absent: Sharon Wilkinson and Craig Schuck
MOTION PASSED |
| 18-86 | 5055 Donovan Drive       | Private Tree Removal and Replacement     | DISAPPROVED due to the homeowner’s previous application was approved in October with Japanese Stewartia.
Moved By: Karen Diener
Seconded: Chris Hines
For: All
Against: None
Absent: Sharon Wilkinson and Craig Schuck
MOTION PASSED |
| 18-88 | 187 Cameron Station Blvd | Roof Replacement                          | APPROVED: as submitted
Moved By: Karen Diener
Seconded: Chris Hines
For: All
Against: None
Absent: Sharon Wilkinson and Craig Schuck
MOTION PASSED |
<table>
<thead>
<tr>
<th>#</th>
<th>Address</th>
<th>Project Description</th>
<th>Approval Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-89</td>
<td>119 Cameron Station Blvd</td>
<td>Replace Deck &amp; Deck Rails</td>
<td>APPROVED: With Trex materials and without changing any structural elements as submitted. Moved By: Chris Hines Seconded: Karen Diener For: All Against: None Absent: Sharon Wilkinson and Craig Schuck MOTION PASSED</td>
</tr>
<tr>
<td>18-90</td>
<td>5116 Knapp Place</td>
<td>Partial Roof Replacement</td>
<td>REQUEST FOR MORE INFORMATION Provide a picture of your whole roof and indicate on the picture which side is being replaced and which side is not being replaced. Please put in writing on the Application that the color of the new shingles will match the rest of the existing shingles. Also include on the Application the brand name and color of the product shingles and include the proposal from the contractors with the &quot;scope of work&quot;. Moved By: Gayle Hatheway Seconded: Chris Hines For: All Against: None Absent: Sharon Wilkinson and Craig Schuck MOTION PASSED</td>
</tr>
<tr>
<td>18-91</td>
<td>5173 Brawner Place</td>
<td>Install Storm Door and New Hardware</td>
<td>APPROVED: To install new storm door with clear glass and brass finish hardware on the handles and door knobs. Moved By: Karen Diener Seconded: Chris Hines For: All Against: None Absent: Sharon Wilkinson and Craig Schuck MOTION PASSED</td>
</tr>
</tbody>
</table>

**NEW BUSINESS**

None.
MOVE TO: “The Architectural Review Committee recommends to the Board of Directors the reappointment of Karen Diener to the ARC”.
Moved by: Chris Hines
Seconded by: Gayle Hatheyway
For: All
Abstention: Karen Diener
Absent: Sharon Wilkinson and Craig Schuck
MOTION PASSED

MATTERS FOR DISCUSSION, INFORMATION & ACTION TOPICS

Covenants Report – November 2018

- The number of Resale Inspections performed for the month of November was 6.
- During the month of November 16 Exterior Modification Applications were turned in and reviewed by the ARC, 13 Applications were approved, 2 Applications were disapproved, and 1 Application was returned for more information.
- For the month of November, no vehicles were towed.
- For the month of November, 23 violation letters were sent to homeowners.
- The next meeting of the Architectural Review Committee will be decided on December 6th, 2018 at the monthly ARC meeting.

MOVE TO: “Approve to the 2019 Architectural application due dates and meeting dates as presented.”
Moved by: Karen Diener
Seconded: Gayle Hatheway
For: All
Against: None
Absent: Sharon Wilkinson and Craig Schuck
MOTION PASSED
### Application Due Date | ARC Meeting Date
---|---
December 31, 2018 | January 8, 2019
January 27, 2019 | February 5, 2019
February 24, 2019 | March 5, 2019
March 24, 2019 | April 2, 2019
April 28, 2019 | May 7, 2019
May 26, 2019 | June 4, 2019
June 23, 2019 | July 2, 2019
July 28, 2019 | August 6, 2019
September 1, 2019 | September 10, 2019
September 22, 2019 | October 1, 2019
October 27, 2019 | November 7, 2019
November 22, 2019 | December 3, 2019

**EXECUTIVE SESSION**

**MOVE TO:** “Enter into executive session at 7:50 p.m. to discuss fines”.

Moved by: Kevin Devaney  
Seconded by: Chris Hines  
For: All  
Against: None  
Absent: Sharon Wilkinson and Craig Schuck  

**MOTION PASSED**

**MOVE TO:** “Exit executive session at 7:53 p.m.”

Moved by: Karen Diener  
Seconded: Chris Hines  
For: All  
Against: None  
Absent: Sharon Wilkinson and Craig Schuck  

**MOTION PASSED**
ADJOURNMENT

MOVE TO: “Adjourn the meeting at 8:01 p.m.”

Moved by: Karen Diener
Seconded: Gayle Hatheway
For: All
Against: None
Absent: Sharon Wilkinson and Craig Schuck

MOTION PASSED

Minutes prepared, and respectfully submitted by: Deirdre Baldino, Recording Secretary, CMC
Call to order
A meeting of Cameron Station Activities & Events Committee was held at Clubhouse on December 5th, 2018.

Attendees
Attendees included Andrew Yang, Sarah Tressler, Ritah Karera, Fanny Lomingo, and Sarah Walsh

Members not in attendance
Rebecca Stalnaker, Megan Porter, Amanda Wilkinson

Approval of minutes
Last month’s Minutes were approved.

Upcoming Events

Holiday Party (Sunday, December 9, 6-9 pm):
- Andy used Nova Santa for Santa Claus like last year
- Band is booked, will be setup in the gym
- Catering is booked, two non-gluten pastas from Maggiano’s, total cost $6600 for 500 people
- Clear ornament craft idea like last year (Ritah will purchase additional ornament fillers from Amazon)
- Photo booth is booked, will setup upstairs next to Santa, consider buying photo booth in the future (Sarah Walsh’s idea)
- Andy contacted additional volunteers by email, plus Sarah, Andy, 2-4 pm, Sunday Ritah 4-6, Fanny 9-11 pm
- Ritah will purchase 6 more cases of wine and 10 more cases of beer, in addition to sweets from Costco (cupcakes, cookies, etc.)
- Andy will purchase extra tablecloths, check napkins and cups
- Sarah will purchase holiday movie dvd to be played in the great room

Self-Defense Class (Sunday, January 13, 3-5 pm):
- 19 RSVP so far, should have enough to launch the event
- Sarah Walsh suggested having RSVP hyperlink clickable from emails
Speaker Series
  • Andy will look into rescheduling this for next month

Past Events
Family Movie Night:
  • Andy fixed the dvd player, should be able to rent via redbox next time
Adult Happy Hour:
  • Although decent turnout, decided to hold this only on major holidays or events
Bunco:
  • Decided to hold Bunco and Board games in combination next time

New Ideas
Decided on a Sponsorship program
  • Realtors or other sponsors can pledge a certain level $3500, $2500, $1000 at the beginning of the year for funds to be used for all events throughout the year
  • Sponsors will be recognized with logos on flyers and signs
Child Care from Bright Start for certain events
  • Can coordinate with Bright Start if they are willing to provide child care for a few events a year
The regularly scheduled monthly meeting of the Common Area Committee (CAC) was held on Monday, December 10, 2018. The meeting was called to order at 7:30 PM by Robert Burns, CAC Chairman, at the residence of CAC member S. Hockley Walsh, 5199 Brawner Place.

Members Present: Robert Burns, CAC Chairman Kathy McCollo, CAC Vice Chairman Jeanne Brasseur, CAC Secretary Wendy Ulmer, CAC Member Linda Greenberg, CAC Member Mindy Lyle, CS Board Liaison S. Hockley Walsh, CAC Member

OLD BUSINESS:

Move to: Approve Meeting Minutes – November 2018
Moved by: Greenberg
Seconded By: McCollo
For: All
Against: None
Motion Passed

Updates:

None

NEW BUSINESS:

Resident Open Forum: None

Board Update: The CS Board approved the gate and surrounding area improvements for the access point between CS and Cambria Square. The CS Board also approved the installation of a Little Free Library in CS. David and Stephanie Thorpe will work with Lancaster Landscapes and MISS Utilities to ensure the library is located in a convenient but also practical area. Finally, there is petition circulating regarding construction of an additional storage facility on Pickett Street, which contravenes the current planning for West End development.

Common Area Applications: None

Proposal Considerations: The CAC reviewed CS budget for each proposal to ensure adequate funding to cover the costs prior to a final vote or determining to hold the proposal.

Drainage and Erosion Control (29633):
The total cost is: $2,520.00 (Budget Line: 3364)

- Install a swale in rear common area of 262-268 Medlock to provide more effective drainage. Install river stones in rear common area of 268 Medlock to slow water flow in the area to mitigate erosion issues.

Move to: Approve Drainage and Erosion Control
Moved by: Greenberg
Seconded By: McCollo
For: All
Against: None
Motion Passed

The following proposals are being held pending revision and additional information:

**Sidewalk Repair, 395-401 CSB (29641):** This proposal requires the resetting of sidewalk pavers to prevent water from ponding. The CAC would like to know why Woodland Hall is not funding this project given the location. The CAC tabled this proposal until the January 2019 CAC meeting pending the additional information requested.

**Discussion:**

**Gate Access along Duke Street** – Locks continue to appear on the gate along Duke Street that provides access to CS at Gardner. Someone continues to lock the gate requiring the CMC to remove. During discussion, an option to remove the gate but keep the decorative arches in place was introduced. This could mitigate the continued time and money required to remove the locks from the gate that impede foot traffic. The CAC proposed CMC look into the estimated cost of removing the gate closure while keeping the brick arches in place (see below).

**Proposal to Explore Gate Removal and associated Costs from Decorative Arches along Duke Street**

**Move to: Approve Possible Gate Removal**

Moved by: Greenberg
Seconded By: Ulmer
For: All
Against: None
Motion Passed

**CAC Vacancy** – There is one vacancy on the CAC with the recent resignation of Allen Brooks. The CAC will be looking to fill this position in the New Year.

The next meeting will be on January 14, 2019 at the Cameron Club.

The meeting adjourned at 8:25 PM.
Since 1977, Community Pool Service, Inc. (CPS) has been providing the expertise to ensure safe, clean and enjoyable swimming facilities to clubs, hotels, and associations throughout the Maryland, Virginia and Washington, D.C. area.

Community Pool Service's consistent commitment to quality has made CPS a management recognized, innovative leader in the swimming pool service industry.

Over 30 Years of Excellence
Community Pool Service’s clientele ranges from local community associations to world-famous offices, condominiums, hotels, and resorts.

When you select Community Pool Service, Inc. you are signing with a company that has the experience and resources to deliver what it promises – quality, reliability, integrity and safety...the essential ingredients for a truly pleasurable swimming season.

**WE CHOOSE SAFETY FIRST**
- On-Site Training
- Professionally Trained & Certified lifeguards
- In Service Training Throughout the Summer
- Emergency Action Plan Customized for Your Pool Facility
- Random Lifesaving Drills
- Weekly Safety Inspections
- In-House Red Cross Instructors

*A Sense of Community*
OUR INTERNATIONAL PROGRAM

University students from around the world are traveling abroad for the summer. We provide the perfect opportunity for them to work and travel in America. Community Pool Service has one of the most extensive, successful, international programs in the industry. We intricately blend American and International employees to create a well-balanced work environment.

- Students are pre-screened for English level and work ethic
- Fully trained and certified in lifesaving, CPR and first aid
- Pool Operator Training
- Comprehensive Medical Coverage
- Housing and Transportation Provided

WHAT DOES THIS MEAN FOR OUR CLIENTS?

- Guaranteed coverage throughout the pool season and beyond
- Well trained, professional lifeguards who understand customer service
- A more extensive labor force to draw upon

ALL INCLUSIVE CONTRACTS

Community Pool Service Contracts include:

- Professionally trained staff
- Comprehensive liability policy
- Complete opening services
- Chemicals needed to maintain clean, well balanced, healthy pool environments
- On-call staff available seven days a week 24 hours a day
- Complete winterization services
- Written reports to keep you advised on the condition of your pool site
- Weekly supervisor inspections with weekly owner’s meeting
- Daily maintenance of facility.
A COMMITMENT TO SERVICE & CONSTRUCTION

Our service technicians have extensive training in all aspects of swimming pool repair and operation. With our on-going preventative maintenance and repair services the condition of your pools are monitored year-round. Community Pool Service’s sophisticated communications system – linking our offices, service vehicles, and pool staff provides an immediate response network for our clients.

SERVICES AVAILABLE

- Plaster/Whitecoat
- Tile & Coping
- Leak Detection & Repair
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- Transition Tile
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- Dual Drains Installation
- Pump & Motor Service/Replacement
- Safety Pool Covers
- Skimmers
- Caulking
- Routine Repairs

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CPS is a member of the CAI, PMA and NSPI
COMMUNITY POOL SERVICE, LLC.
SWIMMING POOL MANAGEMENT AGREEMENT

Cameron Station Community

This Agreement, made and entered into this February 18, 2018 between COMMUNITY POOL SERVICE, LLC., hereinafter referred to as CONTRACTOR AND Cameron Station Community, whose address is 200 Cameron Station Blvd; Alexandria, VA 22304-8684, hereinafter referred to as OWNER, or as OWNER’S Agent to provide for the operation and management by the CONTRACTOR.

Witnesseth, that the CONTRACTOR and OWNER for the consideration hereinafter expressed the sufficiency and receipt of which is hereby acknowledged by the parties, the parties agree as follows:

Section I. GENERAL SPECIFICATIONS

The CONTRACTOR will maintain the aforementioned swimming pool from Saturday May 26, 2018 through Monday September 03, 2018 inclusive during the following hours with the following personnel:

**PERSONNEL**

<table>
<thead>
<tr>
<th>Role</th>
<th>Hours</th>
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</thead>
<tbody>
<tr>
<td>Manager</td>
<td>42.00</td>
</tr>
<tr>
<td>Asst Manager</td>
<td>42.00</td>
</tr>
<tr>
<td>Head Guard</td>
<td>42.00</td>
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<tr>
<td>Lifeguard</td>
<td>101.00</td>
</tr>
</tbody>
</table>

**Total Man-Hours Per Week** 227.00

Guard to arrive 30 minutes early.

**POOL HOURS**

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
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<tbody>
<tr>
<td>Monday</td>
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</tr>
<tr>
<td>Tuesday</td>
<td>10:30 AM to 08:30 PM</td>
</tr>
<tr>
<td>Wednesday</td>
<td>10:30 AM to 08:30 PM</td>
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<tr>
<td>Thursday</td>
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<tr>
<td>Friday</td>
<td>10:30 AM to 08:30 PM</td>
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<tr>
<td>Saturday</td>
<td>10:30 AM to 08:30 PM</td>
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<tr>
<td>Sunday</td>
<td>10:30 AM to 08:30 PM</td>
</tr>
<tr>
<td>Holiday</td>
<td>10:30 AM to 08:30 PM</td>
</tr>
</tbody>
</table>

On public school days, the pool will be open FULL TIME.

Service includes early morning swim from 6:00 am to 8:00 am Mon through Fri and three weekends after Labor Day Sat and Sun operation from 10:30 am to 8:30 pm that includes lifeguard coverage, chemicals for water quality, balance and testing, insurance, and supervision.

Agreement includes one lifeguard to cover the water aerobics starting the first Saturday of June through the first Saturday of September.

**COMPENSATION TO THE CONTRACTOR**

For the aforementioned services, the OWNER agrees to pay the CONTRACTOR the total amount of: $59,900.00. Such payment shall be made on the following schedule:

<table>
<thead>
<tr>
<th>Month</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>January</td>
<td>$0.00</td>
</tr>
<tr>
<td>February</td>
<td>$0.00</td>
</tr>
<tr>
<td>March</td>
<td>$8,557.00</td>
</tr>
<tr>
<td>April</td>
<td>$8,557.00</td>
</tr>
<tr>
<td>May</td>
<td>$8,557.00</td>
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<tr>
<td>June</td>
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<tr>
<td>July</td>
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<td>August</td>
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<td>September</td>
<td>$8,557.00</td>
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<tr>
<td>October</td>
<td>$0.00</td>
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<tr>
<td>November</td>
<td>$0.00</td>
</tr>
<tr>
<td>December</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Please sign page 5
Since 1977
7668 Standish Place, Suite C, Rockville, MD 20855  *  301-948-2400  1-800-966-2500  Fax 301-948-8693
SECTION II. OPENING POOL.

The CONTRACTOR will render the swimming pool operational by completing the following services:

A. Conduct and submit to the OWNER a written inspection report necessary to render the pool and filter system operational. OWNER is responsible for needed repairs and costs thereof. This report, if approved in part or in full, must be returned to the CONTRACTOR immediately.

B. Reassemble bathhouse and pool fresh water system, check for proper operation and advise the OWNER of needed repair(s) which are the OWNER’s responsibility. The OWNER is responsible for turning on fresh water system to the bathhouse facility.

C. Drain and Clean Pool if necessary. The CONTRACTOR is not responsible for faulty hydrostatic valve and any damages which may be directly or indirectly related thereto. Reclamation of pool water will be attempted as primary opening procedure, drain and acid cleaning the pool (if necessary) will be performed at no additional fee.

D. Assist OWNER in filling pool. The OWNER will be responsible for monitoring the filling of the pool.

E. Place filtration and chlorination system in operation and check for proper operation. The OWNER is responsible for the cost of any needed repair.

F. Install diving boards, ladders, handrails, lifeguard chairs, skimmer lids, and safety rope.

G. Clean bathhouse and pool area.

H. Arrange for and be present at any local or state Health Department pre-opening inspections which may be required.

I. Remove pool cover(s) and store at OWNER’s facility if a cover is present. CONTRACTOR will move cover to a location outside pool enclosure or to the CONTRACTOR’s warehouse for an additional fee of $500.00 (billed separately). The cover(s) will be returned and re-installed at the end of the season.

J. Where required, the CONTRACTOR will obtain Health Department, Fire, and Hazmat permits if not obtained by the OWNER before April 1.

SECTION III. OWNER RESPONSIBILITIES

If the OWNER elects to ready pool by supplying any or all needed equipment or performing necessary repairs, and repairs must be completed and equipment must be provided by April 15. If these provisions are not strictly adhered to, CONTRACTOR will not be responsible for opening pool on the date specified in Section I.

The OWNER will be responsible for the following items by April 15, unless otherwise noted, in order to ready the pool for opening:

A. Provide CONTRACTOR with a copy of any Health Department violations within two (2) weeks from date of contract signing or when received by the OWNER.

B. Remove trash from the pool area after cleaning is completed.

C. Provide CONTRACTOR with four (4) sets of keys to the pool facilities. Keys cut by CONTRACTOR will be billed to OWNER.

D. Prepare bathhouse for use:
   1. Complete all building repairs such as broken windows or doors, toilet partitions, damaged tile or dry wall, etc. Provide soap, towel and tissue dispensers at all fixtures as needed.
   2. Complete any needed plumbing repairs. Hot water heaters must be operational in order to pass opening inspection.
   3. Paint interior and exterior of bathhouse if required.
   4. Inspect electrical system and repair as required. Supply and install light bulbs as required.
   5. Provide working locks on all doors, gates and windows and provide CONTRACTOR with keys.
   6. Insure all fencing meets local codes and prevents unauthorized entry into the pool area. Repair as necessary.

E. The OWNER shall provide, in good working condition, all necessary equipment for the safety of the operation of the facility, including but not limited to filtration equipment, pool ladders, rescue tubes, backboard with strap, head immobilizer, deep water divider ropes, elevated guard station(s) and lifeguard umbrella for each guard station.

F. Complete any needed repairs inside pool area such as concrete deck, caulking, area lights, drinking fountains, etc.

G. In the event OWNER’s repairs are not completed at the time of the scheduled Health Department pre-opening inspection and pool does not pass as a result of uncompleted OWNER’s repairs, the OWNER will then be responsible for re-scheduling and bringing present for any additional inspections and any related costs or fees.

H. Supply free, adequate parking for pool personnel.

I. Provide all pool members with a pool pass or adequate method of entry.

J. Provide the CONTRACTOR with a copy of its premise liability insurance policy providing coverage for the subject premises, including the pool area, which liability insurance coverage shall be primary insurance coverage as between OWNER and CONTRACTOR.

K. Provide CONTRACTOR with first aid equipment including minimum requirements in accordance with local Health Department. First aid supplies not located on property will be provided by CONTRACTOR and billed to OWNER.

L. CONTRACTOR cannot guarantee Memorial Day opening if this Agreement is not signed by April 25.

M. If OWNER is required to provide an Automated External Defibrillator “AED” due to State, County or municipality code and has not done so, CONTRACTOR reserves the right to supply these items and invoice OWNER. CONTRACTOR recommends that all facilities regardless of code have an AED on site.

N. The owner will provide and pay for an Operational telephone that must be available for the lifeguards at all times in order for the pool to be open. The phone must be hard wired, able to dial 911 and call and receive calls from the CONTRACTOR’s office. Owner will provide long distance, 900 service, toll and internet blocks to prevent additional charges on any non-payphones. CONTRACTOR will not be responsible for any charges on non-pay phones.

O. The OWNER shall provide water, electricity and gas (if required) for the operation of the pool and facility.

SECTION IV. PERSONNEL

A. All personnel employed by the CONTRACTOR for work under this agreement shall be employed solely by the CONTRACTOR and will be employees of the CONTRACTOR. The CONTRACTOR will be responsible for paying these employees and shall pay all Social Security, Workers’ Compensation, and other taxes incident to the work of said employees. All lifeguards employed by the CONTRACTOR shall have proper certification. The CONTRACTOR shall have the sole discretion as to the hours and days of work of said employees.

B. The OWNER agrees that it will cooperate in ensuring that any requests that it makes regarding personnel are in compliance with Equal Employment Opportunity laws, wage and hour laws and other federal, state, and local requirements and agrees to indemnify CONTRACTOR in the event that there is a violation of such laws because of the request of the OWNER.
C. The CONTRACTOR, if requested by the OWNER, shall supply additional personnel during normal hours of operation at a fee of $25.00 per hour per lifeguard and $30.00 per hour per pump operator, plus any overtime. The CONTRACTOR shall supply additional personnel outside of the normal hours of operation at a fee of $35.00 per hour. In addition, the OWNER agrees to pay a $25.00 processing fee.

D. OWNER agrees to inform CONTRACTOR of any activities conducted at the pool during non-operating hours. The OWNER shall be liable for payment of any lifeguards and/or insurance during such activities. The OWNER shall assume sole responsibility for any function held at the pool in which alcohol is available, whether the function is held during contracted pool hours or not. OWNER agrees to and does hereby indemnify CONTRACTOR and save it harmless and shall defend it from and against any and all claims, demands, liability and judgments in connection with personal injury, and/or damage to property arising from or out of maintenance, operation or use by the OWNER and/or its agents, servants, employees, invitees, licensees, contractors, and/or trespassers, including but not limited to a function where alcohol is available.

E. Should a holiday fall on a day the pool is normally closed, the pool will open on the holiday and be closed on following day.

F. If the Agreement calls for one lifeguard to operate the facility, a 15 minute break will occur each hour to accommodate the inspection of the bathrooms, testing water, pump room, etc. In addition, each lifeguard will be entitled to a 30 minute break for every seven hour shift worked.

SECTION VI. DAILY MAINTENANCE AND OPERATION

As a minimum, the CONTRACTOR will:
A. Maintain proper filter operation by backwashing and/or cleaning pump strainer as required.
B. Maintain water quality in conformance with required standards.
C. Maintain required health department records.
D. Clean bathrooms and pool office as required.
E. Clean pool area inside pool enclosure.
F. Clean pool bottom, clean waterline tiles and skimmer baskets as necessary.
G. Provide courteous, reasonable and prompt enforcement of all the OWNER'S written pool rules and in accordance with all federal, state and local laws, regulations and safety factors. A copy of such rules shall be provided at the time of the signing of the contract.
H. OWNER and CONTRACTOR agree that CONTRACTOR is not responsible for any losses or damages caused when pool is not open, by those acts or omissions of third parties over whom CONTRACTOR has no control, or by failure of the OWNER to comply in a timely manner with its responsibilities under this Agreement.
I. CONTRACTOR will not be responsible for gate control and wading pool safety unless OWNER authorizes CONTRACTOR to provide additional personnel specifically for these duties.

SECTION VII. CHEMICALS, SUPPLIES AND MATERIALS

A. The CONTRACTOR will order chlorine, muratic acid and soda ash necessary to maintain water quality standards as prescribed by local state or health departments. The cost for these chemicals will be the responsibility of the CONTRACTOR. Test reagents, diatomaceous earth, spring, summer and winter algaecide, cyanuric acid, baking soda, calcium hypochlorite, bromine, Oxidshock, and other chemicals deemed necessary by the CONTRACTOR will be ordered by the CONTRACTOR and payment for these shall be the sole responsibility of the CONTRACTOR. Additional Chemicals consumed over the contractors anticipated normal usage due to pool leakage will be billed at Owner's expense.
B. Test reagents, diatomaceous earth, spring, summer and fall algaecide, cyanuric acid, baking soda, soda ash, calcium hypochlorite, bromine, Oxidshock and other chemicals deemed necessary by the CONTRACTOR will be ordered and paid for by the CONTRACTOR.
C. All other supplies or materials needed, including but not limited to first aid equipment, cleaning equipment, soap, paper products, etc. will be ordered and paid for by the CONTRACTOR.

SECTION VIII. CLOSING AND WINTERIZATION OF POOL

The CONTRACTOR agrees to close pool upon termination of the previous stated operating season and to winterize the swimming facility by performing the following services:
A. Disconnect piping at fixtures as required, and drain all piping which can be drained.
B. Add anti-freeze to toilet bowls and tanks, urinals and sink traps.
C. Remove and store in compound the pool ladders, handrails, lifeguard chairs, safety rope and diving board(s).
D. Drain pool to appropriate winter level. OWNER is responsible during winter months to keep water level below tile line.
E. Open all valves in filter room which require opening.
F. Backwash and drain filter tank and filter piping.
G. Uncover and drain the hair and lint strainer.
H. Inspect all visible plumbing. If pipes are below, drain points, or behind walls or in ceilings which are not visible, CONTRACTOR will not be held responsible for any freeze damage.
I. If main water cut off is not accessible, or is in an unsecured area, CONTRACTOR will not be held responsible for any freeze damage.
J. Install winter algaecide and motor protectants at CONTRACTOR'S expense.
K. Store chlorine, chemicals feeders and flow meters on premises.
L. Store pool maintenance, test equipment and supplies on premises.
M. Store all pool deck furniture in bathhouse.
N. On completion of pool closing, CONTRACTOR will notify OWNER.
O. Submit to the OWNER a detailed inspection report covering condition of pool facility and related equipment.
P. Secure pool cover if applicable.
SECTION IX. EMERGENCY CLOSING OF THE POOL

The OWNER and/or CONTRACTOR may close the pool facility in an emergency situation or during inclement weather. Whether the pool closure is caused by mechanical failure, inclement weather, inadequate security for the protection of the lifeguard at the facility, or by any other cause outside of the CONTRACTOR’s control, there will be no charge or adjustment in the compensation to CONTRACTOR (Section I). In the event that the pool is closed for a period of more than ten (10) days because of mechanical failure, the necessity of extensive repairs or by order of any local or state regulatory body the CONTRACTOR shall refund fifty percent (50%) of the per day operating cost from the eleventh (11) day until the pool is reopened for normal operation. (One day’s operation cost is to be computed as one percent (1%) of the compensation to CONTRACTOR, Section I.)

SECTION X. ADDITIONAL SERVICES

A. The CONTRACTOR shall, if requested by the OWNER, operate the pool beyond the aforementioned dates and times at a cost of not more than 1.5% per day based on the total amount of the contract price. If the pool is extended for weekends only, an additional cost of 1% for each weekend will be assessed for midweek maintenance. The dates and times must be mutually agreeable to, by the CONTRACTOR and OWNER.
B. The CONTRACTOR, if requested in writing by the OWNER, shall maintain a record of guests.
C. The CONTRACTOR shall be responsible for filling out accident report forms and will report such accidents to the OWNER and participating insurance companies.
D. The CONTRACTOR will conduct swimming lessons by qualified instructors with prior approval by OWNER. Such instructions will be offered privately or in groups and will not interfere with regular pool operations. All lesson fees shall be collected and retained by the CONTRACTOR.
E. The CONTRACTOR will advise the OWNER of any needed swimming pool repair(s) or equipment. If requested by the OWNER, the CONTRACTOR will arrange for repairs receiving authorization from OWNER.

SECTION XI. INSURANCE AND LIABILITY

A. CONTRACTOR shall maintain public Liability Insurance in the amount of Twenty Two Million ($22,000,000.00) Dollars to cover accidents and injuries directly due to the gross negligence of CONTRACTOR or its employees, including loss of life, which may be sustained by any patron or guest of the pool, within areas supervised by CONTRACTOR during contracted pool hours. It is expressly agreed and understood that CONTRACTOR shall not be liable or responsible to any person or any loss, injury and/or damage sustained by any person as a result of the use of the pool or its facilities; 1) violation of this Agreement, 2) at dates and times other than as expressly provided herein. CONTRACTOR shall not be liable for any damages resulting from any mechanical failure of equipment, damage to the pool due to faulty construction, failure of OWNER to repair equipment, defective workmanship or hydrostatic/substrate ground conditions. If the coverage drops below Twenty Two Million ($22,000,000.00) dollars, CONTRACTOR shall notify the OWNER.
B. OWNER agrees and does hereby indemnify CONTRACTOR and save it harmless and shall defend it and any and all other persons, firms, and corporations, both known and unknown, of and from any and all present and future actions, causes of actions, suits, judgments, claims, demands, damages, costs, loss of services, expenses, and all consequential damage in law or in equity, known and unknown, foreseen and unforeseen, past, present, and future, for which it now has or may hereafter arising from or out of maintenance, operation, repairs or use by the OWNER and/or its agents, servants, employees, invitees, licensees, contractors and/or trespassers or any breach of the Agreement.
C. A Certificate of Insurance will be sent to the OWNER prior to the beginning of the period covered by this Agreement.
D. The CONTRACTOR shall maintain Workers’ Compensation Insurance in accordance with state requirements.

SECTION XII. ADDITIONAL PROVISIONS

A. This Agreement may not be amended or modified except by written instrument executed by the parties.
B. In the event that OWNER shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, CONTRACTOR, as its option, may terminate this agreement upon ten (10) days notice.
C. This Agreement shall be governed and construed in accordance with the law of the State of Virginia.
D. OWNER agrees not to hire or contract with COMMUNITY POOL SERVICE’s current or past employees to work at, service, or be connected in any way with the pool for a period of two years from the date that the contract terminates, or two years from the date of termination of the COMMUNITY POOL SERVICE’s employees. In the event that the OWNER breaches the agreement prior, the owner agrees to pay COMMUNITY POOL SERVICE, a placement fee equal to 30% of the total contract price herein.
E. OWNER hereby agrees to contract with CONTRACTOR as a management contractor and consultant to manage and operate the pool site during the term of this Agreement and to provide consulting services regarding the operation of the pool site. If OWNER is not the actual OWNER of the pool site, but rather a management company or person acting as the agent of the OWNER of the property, the party executing this Agreement on behalf of OWNER warrants and represents that it is acting within the scope of its authority on behalf of the OWNER in entering into and executing this Agreement. The parties acknowledge that they each have the legal capacity and authority to enter into this Agreement. The Agreement is a valid and legally binding obligation of OWNER and CONTRACTOR and is fully enforceable against them in accordance with its terms.
F. If the pool is not open by 4:00 PM due to inclement weather, including but not limited to cloud cover, temperatures below 65 degrees, steady rain, thunder, lightning, the CONTRACTOR shall have the discretion to close the pool for the remainder of the day without credit, set-off or deduction.
G. In the event that a subcontractor is utilized by the CONTRACTOR for OWNER related supplies and/or repairs, the CONTRACTOR shall charge the OWNER a 25% markup for handling.
H. This Agreement may be executed on one or more counterparts which shall be deemed an original and all of which together shall constitute one and the same instrument.
I. It is agreed that the OWNER shall pay any increase in insurance, payroll taxes, minimum wage or chemical costs which the CONTRACTOR may incur after the preparation of this Contract. The CONTRACTOR will provide evidence of any such cost increases. If the minimum wage is increased as a result of the preparation of this agreement, the OWNER shall pay to the CONTRACTOR the amount of the wage increase per hour (i.e., increase per hour times number of employees times hours worked by each employee, plus 15% for taxes, Workers’ Compensation Insurance, etc.)
J. As a material term of this Agreement, the parties, jointly and severally, knowingly, willingly and voluntarily, and by their express desire and intent, do expressly hereby waiver a trial by jury on all issues, claims, counterclaims, and cross-claims of any kind or nature arising out of, or in connection with this Agreement. The parties hereby represent and warrant that no representations of fact or opinion have been made by anyone to induce this waiver of jury trial or to in any way modify or nullify its effect. If any provision of this agreement or the application thereof to any party or any circumstances
shall, for any reason and to any extent, be invalid or unenforceable, the remainder of the Agreement and the application of such provisions to other persons, firms, or entities or circumstances shall not be affected thereby and shall remain in full force and effect.

SECTION XIII. DEFAULT

In the event that OWNER fails to make any of the payments required hereunder or fails to comply with any of the terms of this Agreement, the OWNER shall be in default and CONTRACTOR, at its sole option, shall have the right (i) to declare this Agreement "terminated" and immediately cease to provide any and all services, supplies and personnel to OWNER at the pool site or elsewhere, and (ii) avail itself of any and all remedies, both legal and equitable, it may be entitled to at the time of default, to specifically include but not be limited to the damages set forth below in liquidated damages.

In the event that OWNER considers CONTRACTOR to have breached any provision of this Agreement or failed to perform or unsatisfactorily performed any obligation under this Agreement, OWNER shall have the right to terminate the services provided hereunder, provided: (1) a certified written complaint is made promptly to CONTRACTOR stating the precise nature of the deficiencies in performance and/or quality of service, (2) CONTRACTOR has not corrected the deficiencies within ten (10) days from the date written notification is received; and (2) OWNER has complied in all material respects with its obligations under this agreement. Unless OWNER complies with Agreement, OWNER shall not be entitled to set off, reduce, offset or claim consequential damages or any other deduction whatsoever, for nonperformance of this agreement.

SECTION XIV. LIQUIDATED DAMAGES

In the event of termination of performance by CONTRACTOR under the terms of this Agreement for nonpayment of any sum due hereunder by OWNER, it is expressly agreed and understood that CONTRACTOR shall be entitled to retain all sums of money previously received from the OWNER, and shall be entitled to collect all sums of money due including reasonable attorney's fees under the terms of the contract. The charges for any chemicals, supplies or labor that is outstanding are also due at the time of termination. In the event of a breach of this Agreement by OWNER prior to CONTRACTOR commencing summarization as defined in Part 2, CONTRACTOR shall be entitled to 20% of the total contract price as liquidated damages.

SECTION V. INTEREST

Interest at the rate of two percent (2%) per month will be charged on all unpaid balances which are owing beginning 30 days after the date of which said payment is due hereunder. If it is necessary for the CONTRACTOR to institute collection proceedings of any type against the OWNER, OWNER'S agent, etc., for any fees due under the Agreement, the OWNER in addition to any fees and interest due shall pay all attorneys fees and costs (whether or not taxed as such) incurred by the CONTRACTOR. If it is necessary or preferable for CONTRACTOR to refer any account to a collection agency for collection, OWNER agrees to reimburse CONTRACTOR for any fees charged by such collection agency. This provision shall be applicable in addition to any rights and remedies which the CONTRACTOR may have under any other provisions of this agreement.

SECTION XVI. RENEWAL

This term of this Agreement will be extended for a period of one (1) season with an increase of five percent (5%) of the contract amount in Section I, plus a pro-rated increase based upon any increases in the number of days. The OWNER may cancel renewal with written notice by certified mail by September 15 of the contract year. CONTRACTOR and/or OWNER may terminate this agreement provided a 30 (thirty) day notice is provided to respective party.

SECTION XVII. BINDING EFFECT

The terms and provisions of this Agreement shall be binding on the OWNER, its successors and/or heirs and to the benefit of CONTRACTOR and its successors and assigns. OWNER shall not have the right to assign, pledge or encumber in any way any part of its interest in this Agreement without prior written consent of CONTRACTOR. CONTRACTOR, however, shall have the right to assign any and all rights, services and obligations under this Agreement. If OWNER has provided CONTRACTOR documents as an addendum to this agreement, should any term or provision of one document conflict with a term or provision of the other, their terms or provisions contained in CONTRACTOR'S contract shall control.

SECTION XVIII. TIME CLAUSE

The CONTRACTOR has the option to void this Agreement if it is not signed and returned by the OWNER within 30 days from date of contract.

SECTION XIX. RELATIONSHIP OF PARTIES

A. In witness whereof, the parties hereto have signed this contract by their duly authorized representatives or agents that represent that they have the express authority to enter into this Agreement on behalf of each party.

B. This contract embodies the entire understanding between the parties, and there are no verbal agreements or representations in connection herewith.

C. If the OWNER has provided CONTRACTOR documents as addendum to this agreement, in the case of any conflict, the terms contained in the CONTRACTOR'S agreement will prevail.

SECTION XX. CONTRACT PROVISIONS

The OWNER has reviewed and agreed to the five (5) pages and twenty (20) sections of this Agreement.

OWNER:

______________________________
Address:

By: ____________________________

Date: ______________ 20

CONTRACTOR:

COMMUNITY POOL SERVICE

______________________________
By: ____________________________

Duane Robbins, President

Date: ____________________________

Date: ______________ 20
Community Pool Service, LLC
Extension of 2018 Pool Management Agreement
Cameron Station Community

The 2018 Swimming Pool Management agreement will be extended for the 2019 season and the 2020 season at a cost of $61,700.00 and $65,950.00 respectively.

The opening and closing dates for 2019 will be May 25, 2019 and September 02, 2019. The opening and closing dates for 2020 will be May 23, 2020 and September 07, 2020.

In order for this pricing to be honored, this extension must be returned with the 2018 signed contract.

*Please note there is an extra week of summer in 2020.
CAMERON STATION COMMUNITY

ADDENDUM TO SWIMMING POOL MANAGEMENT AGREEMENT BETWEEN COMMUNITY POOL SERVICE, AND Cameron Station Community, Dated June 14, 2018. This addendum is made a part of the contract between Community Pool Service, and Cameron Station Community and is incorporated therein. If any part of the contract is in conflict with this addendum, this addendum shall supersede and take precedence over the original portion of the agreement.

It is hereby agreed that:

SECTION I. GENERAL SPECIFICATIONS

Effective June 14, 2018, CONTRACTOR will supply a fourth lifeguard on at all times Weekends and Holidays. The cost for these additional hours will be Two Thousand Dollars ($2,000.00)

OWNER:

__________________________________________

By:______________________________________

Date:_____________________________________

CONTRACTOR:

__________________________________________

By:______________________________________

Date:_____________________________________

GUARDIAN AQUATICS

Cameron Station Community Association

SWIMMING POOL MANAGEMENT AGREEMENT

EXHIBIT A

Guardian Aquatics, Inc. (CONTRACTOR) does hereby agree to manage Cameron Station Community Association (OWNER) swimming pool, located at 200 Cameron Station Blvd Alexandria, VA 22304 from May 25, 2019 through September 2, 2019 according to the following criteria:

SWIMMING POOL HOURS & PERSONNEL:

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<tr>
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<tr>
<td>SUNDAY</td>
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</tr>
<tr>
<td>HOLIDAYS</td>
<td>10:30AM-8:30PM</td>
</tr>
</tbody>
</table>

TOTAL WEEKLY MAN HOURS: 230

NOTE(S): Contract allows for three (3) staff member(s) on duty during all operating times and a 4th staff member on Saturdays and Sundays. There will be lap swimming from 6-8am M-F and Water Aerobics classes from first Sat in June to first Sat in September. This contract includes 1 total man hour for opening and closing preparations.

COMPENSATION AND PAYMENT SCHEDULE:

OWNER agrees to pay CONTRACTOR the total amount of: $58,900.00

Upon execution of agreement, OWNER agrees to pay CONTRACTOR a pre-payment of 10% of the total contract: $5,890.00

Remaining payments shall be due and payable as follows:

<table>
<thead>
<tr>
<th>Amount</th>
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<tbody>
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</tr>
<tr>
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<td>November 1, 2019</td>
</tr>
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<td>$0.00</td>
<td>December 1, 2019</td>
</tr>
</tbody>
</table>

SPECIAL NOTE(S):

Accounts not paid within 30 days of date due will be subject to a $50 late charge and finance charges. Exhibit "B" - Specifications is incorporated as part of this contract. All necessary permits, summer chemicals, winter chemicals, test kits, reagents and first aid supplies are included in this contract. Contract includes extended season for all weekends in September. Swim lessons will be charged at the following rates: 5+ people - $15.00 / 30min lesson. 2-4 people - $25.00 / 30min lesson. 1 person - $35.00 per 30min lesson.

SIGNED:

Guardian Aquatics: Date: Owner/Agent: Date:

YOUR SWIMMING POOL MANAGEMENT PARTNER
Exhibit B - Specifications

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant, promise and agree as follows:

PART 1 - EXPLANATORY STATEMENT:

A. The CONTRACTOR is engaged in the business of providing pool facility management and related services, including all variety of services in connection with the operation and maintenance of swimming pool facilities.

B. The parties have agreed that the CONTRACTOR will manage the operation of the pool on behalf of the OWNER and in the course of its management, provide such services as are reasonably required in the ordinary course of the pool's operation, all as more specifically provided for herein.

C. The CONTRACTOR hereby agrees to provide to the OWNER the services set forth on Exhibit A (SWIMMING POOL MANAGEMENT AGREEMENT) which is attached hereto and incorporated by reference herein (the "Management Services"). The Management Services shall include, but not be limited to, insuring that the pool is operational for opening day, insuring that the pool is properly closed and winterezed at the end of the season, maintenance and management of the pool throughout the Pool Season (hereinafter defined and/or specified in Exhibit A) and hiring such supervisory, lifeguard and other personnel, all as is more specifically provided for herein.

PART 2 - OPENING POOL:

CONTRACTOR will render the pool facility operational and ready for use by completing the following services beginning February 1.

a. Reassemble bathhouse and fresh water plumbing.

b. Inspect and submit with listing report any repairs that were discovered at time of initial inspection. Should OWNER elect to have CONTRACTOR perform any repairs not included in this contract then OWNER must inform CONTRACTOR by April 1 of service year. Should OWNER elect to complete necessary repairs independent from CONTRACTOR then such repairs must be completed by April 15 of service year. NOTE: Failure to comply with aforesaid time schedule shall void CONTRACTOR'S responsibility for opening the pool by the date specified in Exhibit "A", and there shall be no credit for days of closure associated with late opening.

c. Drain and clean pool with muriatic acid (if necessary) one time. NOTE: Excessive debris, algae, or sludge removal will be billed on a time and material basis. Conditions considered "excessive" by CONTRACTOR shall be brought to the attention of the OWNER prior to work being completed. OWNER agrees to make the pool available to be drained and cleaned beginning April 1st. If the pool is not made available for drain and clean by May 1st, additional charges will apply.

d. Place filtration and chlorination systems in working order.

e. Install all necessary pool equipment such as diving board, ladders, hoses, and the like. CONTRACTOR will not be responsible for theft, vandalism or missing equipment before, during, or after the pool season.

f. Start the pool filling after drain/clean and advise OWNER as to estimated fill time. (OWNER to be responsible for shut-off unless otherwise arranged). Once filled, maintain pool and equipment to the extent required for proper filtration, and to ensure reasonable water quality. NOTE: Excessive maintenance or clean up necessary (after initial fill) due to storm damage, leaks, vandalism, or faulty equipment shall be billed on a time and materials basis. NOTE: OWNER at his/her option may elect to engage CONTRACTOR, by separate agreement, to maintain pool in a swimmable, ready-to-open condition for all months prior to opening date.

g. Assemble bathhouse fixtures for operation and advise OWNER of any needed repairs.

h. Place all furniture in orderly position around pool. NOTE: If furniture is stored off pool premises the OWNER shall be responsible for delivery to pool enclosure.
i. Apply and obtain necessary permits for pool opening (Electrical Inspection, Hazardous Materials, Health Department, etc.). Should OWNER desire to obtain permits, OWNER shall notify contractor in writing by March 1 of this intention. Otherwise, OWNER shall be billed a processing fee not less than ($250.00 for Operating Permits, $100.00 for Electrical Inspections, $50.00 for Fire Permits, $100.00 for Hazmat Permits and $50.00 for Management Registration Fees) in addition to Permit/Inspection costs for each required permit and inspection.

OWNER shall be responsible for all costs associated with any health inspection failures and subsequent re-inspections that result from the OWNER’S failure to complete “OWNER ITEMS” listed herein. Such costs shall include, but not be limited to re-inspection costs, processing fee, and CONTRACTOR time and materials necessary to attend additional inspections.

NOTE: There will be no pre-opening inspections scheduled the week before Memorial Day Weekend. This week is reserved for the training and orientation of pool staff. If your pool does not open, the pre-opening Health Department inspection schedule will resume the following week.

j. Attend and manage local pre-opening health inspection.
k. Have pool in operating condition prior to opening day.
l. Remove pool cover(s) and store. If Owner requests the cover to be stored at a location outside of the Pool area or at Contractor’s location then the Owner will be charged an additional fee of $600.00.

The OWNER will be responsible for the following by March 01 of service year:

a. Have telephone in operation by March 01 of service year. CONTRACTOR will not be responsible for any phone charges, including but not limited to, operator assisted calls, 900 number calls, 10-10 long distance service, *69, *67 and/or 411 calls. OWNER is responsible for having the phone company block all of these services.

b. Complete any necessary repairs to the facilities to include items such as bathhouse, deck, fence, plumbing, painting, broken doors, drywall, etc. If OWNER repairs are not completed by May 10th of the service year, we will not be able to guarantee the pool will open on Memorial Day Weekend.

c. Remove leaves and other debris from pool area.

d. Prepare bathhouse for opening by completing all necessary repairs, removing all non-pool related items/trash from entire pool enclosure (including pump/filter room), and performing preliminary bathhouse cleaning. OWNER will provide the following items: rubber hose, hose nozzle, mop, mop bucket, broom, dustpan, toilet brush, toilet plunger, scrub brush, toilet paper, paper towels, hand soap, floor cleaner, sponges, scouring pads, trash bags and powdered cleaner.

e. Provide and install any defective light bulbs within the bathhouse facility.

f. Ensure that hot water heater(s) are operational.

g. Provide receptacles for trash and debris removed from pool during cleaning, and arrange for receptacle removal from pool area after cleaning has been completed.

h. Provide (3) sets of keys. Keys copied and provided by CONTRACTOR will be billed to OWNER. OWNER is responsible for ensuring that the pool enclosure, gates, doors and all perimeter fencing are intact and secure at all times.

i. Provide CONTRACTOR with any Health Department notices from prior season that list corrections needed prior to opening.

j. Ensure that pool design, facilities, and equipment conform in all ways to the requirements of applicable federal, state and local codes.

k. Post Pool Rules at facility Entrance in accordance with applicable regulations.

l. Maintain and repair the perimeter fence and/or barriers (as applicable). Contractor is not responsible in any way at any time for the appropriateness, operation, security or performance of the perimeter barrier.

m. Ensure that all pool furniture is safe and in good working condition. Owner shall be responsible for securing umbrellas to weighted bases and maintaining them through the summer season. Contractor shall not be responsible for any injuries caused by Owner’s furniture.
n. Provide all utilities, as applicable to the operation of the pool, to include, but not be limited to: water service, electricity, and gas. OWNER shall be billed a service charge of $150.00 per occurrence for any utility not activated by OWNER that requires third party intervention (i.e. WSSC for water), and must be scheduled or otherwise arranged for by CONTRACTOR.

o. Provide adequate access and parking to CONTRACTOR free of charge.

p. Ensuring that the facility is in full compliance with the State and Federal discharge regulations, the Virginia Graeme Baker Act and the Americans with Disabilities Act.

q. OWNER agrees to provide CONTRACTOR’S employees with free parking at all times.

r. Provide CONTRACTOR with an email address (or addresses) to which all billing and other correspondence may be delivered.

PART 3 – MAINTENANCE OF POOL:

In addition to a daily inspection and general cleaning of the pool and facility performed at opening and closing, CONTRACTOR, unless otherwise noted, shall be responsible for the following:

a. Water purity, in conformance with health code.

b. Insure that all phases of operation are in accordance with applicable health and safety regulations. OWNER shall be responsible for all local and Federal discharge regulations, record keeping, and maintenance. NOTE: Contractor shall not be responsible for any damage(s) outside of CONTRACTOR’S control including, but not limited to, equipment failure, vandalism, or inadequate drainage.

c. Provide reasonable and mature enforcement of the Owner’s written rules.

d. Clean the bathhouse, as needed.

e. Vacuum pool and general cleaning of surrounding area, as needed.

f. CONTRACTOR will advise OWNER of repairs that may be necessary prior to and/or during the operating season specified herein. All repairs shall be the sole responsibility of the OWNER. The CONTRACTOR will perform and/or supervise these repairs if requested by the OWNER. The OWNER agrees and understands that such repairs are independent of this contract and are due and payable immediately upon receipt of bill.

g. OWNER agrees to provide an environment that is safe and crime free as is reasonable in connection with the safe operation of the pool and compliant with local, state and federal laws. CONTRACTOR shall have the right to close the pool at any time should the safety of patrons or CONTRACTOR’S employees become compromised or threatened. Situations that warrant closure shall be determined at CONTRACTOR’S discretion, but shall generally be defined as any imminent threat or danger, real or perceived, that could potentially cause harm if not eradicated. Any such closures shall immediately be reported to OWNER. Un-remedied patterns, or repeated episodes may warrant, at CONTRACTOR’S discretion, emergency closures, and subject operations to conditions described in Part 7 Closing of Pool.

PART 4 – CHEMICALS:

CONTRACTOR will supply Sodium Hypochlorite (Liquid Chlorine) and acid(s) to adjust the disinfecting and pH quality of the pool water as part of this contract, as specified below.
Contract price includes all Sodium Hypochlorite (Liquid Chlorine) necessary to disinfect and maintain all "bodies of water" (Main Pool, Wading Pool, Secondary Pool, Spas etc.) in a sanitary condition and as required by Health Code regulations for the Term of the Operating Season and under normal operating conditions as specified in "Part A" of this agreement. Sodium Hypochlorite required in excess of that considered normal shall be billed separately at the end of the operating season specified in "Part A" of this Agreement and due and payable immediately upon presentment. Abnormal conditions can and shall include, but not be limited to, significant leaks/pool water loss, abnormally high temperatures, and heavy bather loads. For purposes of this Agreement, "Normal" Liquid Chlorine provisions shall be calculated by multiplying .005 by total combined pool(s) gallon capacity to equal total gallons of Liquid Chlorine to be provided for the term specified herein. For example, total combined pool(s) capacity of 100,000 x .005 = 500 gallons of Liquid Chlorine to be provided as part of this Agreement. Any excess liquid chlorine necessary to maintain standards described above shall be billed at a rate of $4.00 per gallon and will have the total quantities supplied documented by our Third Party vendor and presented with the bill.

Any chemicals required for water adjustment in addition to the liquid chlorine and acid(s), including test reagents, bromine, granular chlorine, sodium bicarbonate, calcium chloride, algaecide, chemicals needed specifically for dry chlorine Erosion Feeders, etc., as determined by the CONTRACTOR, shall be the sole responsibility of the OWNER and will be paid for upon billing. All dry chlorine deliveries shall be subject to a $25 surcharge per delivery.

Additional chemicals needed to properly maintain, operate and/or balance the pool (i.e. calcium chloride, sodium bicarbonate, algaecide), for the months March-September (as applicable) shall be provided by CONTRACTOR and billed to OWNER. Testing reagents shall be provided and billed per body of water for each week of the operating season specified herein. Algaecide will be added and billed in the Spring, Summer and Fall. Payment for MSDS sheets, if provided, will be the responsibility of the OWNER.

PART 5 – SUPPLIES AND MATERIALS:

Cleaning supplies, deck equipment (trash cans, hoses etc.), first-aid supplies, and specialty chemicals needed for the operation of the swimming pool shall be the sole responsibility of the OWNER. Items not provided shall be supplied by the CONTRACTOR at the expense of the OWNER. This provision shall include any and all parts or repairs necessary as per local health code and/or for the safe operation of the pool.

PART 6 – PERSONNEL:

A. Every employee hired by the CONTRACTOR for work under this agreement will be solely employed by the CONTRACTOR and will be considered an employee of the CONTRACTOR. All Social Security, Workman’s Compensation, and other taxes associated with the payment of these employees will be the sole responsibility of the CONTRACTOR. All lifeguards employed by the CONTRACTOR shall possess adequate Red Cross (or other State sanctioned) certification.

B. OWNER (directly or indirectly, on its own or through another contractor or agent) agrees not to hire any employees who were employed by CONTRACTOR while this agreement was in effect for a period of two (2) years following the termination of contract. In the event that Owner violates this provision, Contractor shall be entitled to a fee equal to 2.5% of the total cost specified in part A of Agreement.

C. Should a holiday fall on a day that the pool would ordinarily be closed; the pool will remain open and close the following day.

D. Requests by the OWNER for the pool facility to remain open past the set hours will be charged additional fees of $29.95 per man-hour per guard. An administrative fee of $25.00 per event will be charged to OWNER.

E. Any function held at the pool facility that does not fall in the set hours will be the sole liability of the Owner. The Owner will assume responsibility for any function during regular hours and hours outside of the set schedule that involves alcohol. Should an event occur at the pool facility involving alcohol then the Contractor will be held harmless from any and all claims, judgments, liability, and damages to property or of personal nature.
F.OWNER agrees that at single and multi-guard facilities safety is of the first and foremost concern. OWNER understands that ancillary duties such as gate control and cleaning may be compromised during times of peak usage. The safety of all patrons shall supersede any and all other responsibilities of the lifeguard staff. This responsibility outweighs all others. The parents/supervising adults are responsible for watching their children. NOTE: Additional break(s) and/or closure time may be necessary to clean facility at CONTRACTOR’S discretion. Unless otherwise provided for in the contract, additional man hours can be scheduled prior to opening for an additional charge to OWNER to provide for additional cleaning and opening duties.

G. A 15-minute break will occur each hour at facilities contracted to have services provided by one (1) lifeguard. The break will occur to allow for equipment inspection, chemical testing etc.

H. The number and hours of service of the CONTRACTOR’S personnel assigned to perform the Management Services shall be determined by the CONTRACTOR in its sole discretion and absolute discretion. The CONTRACTOR shall have the right to reduce or increase the number of its personnel providing the Management Services from time to time without notice or consent of the OWNER, provided that such changes are reasonable and in connection with the safe operation of the pool. There will be no reduction in compensation should CONTRACTOR decide to reduce the number of personnel providing services. CONTRACTOR shall notify OWNER of additional costs that may be needed associated with any needed increase in coverage.

PART 7 – CLOSING OF POOL:

In the event of an emergency or inclement weather situation the CONTRACTOR may close the pool.

Inclement weather shall refer to prolonged rain, thunderstorms, lightning, temperatures of 69 degrees or lower, or any other condition beyond the control of CONTRACTOR at its discretion. It is understood that the Contractor’s pricing takes into consideration that the pool will be closed at least four (4) full days during the season due to inclement weather. Closures due to inclement weather in excess of (4) days shall not be subject to a refund except as it may pertain to the below “Emergency Conditions”.

Emergency shall include, but not be limited to any condition that poses danger and/or an imminent threat, or otherwise possesses a condition beyond CONTRACTOR’S control, and shall include unforeseen and/or unavoidable labor shortages. Such closures shall not constitute a breach of this Agreement, and shall not require any change or adjustment to any of the payments specified in Part A of this Agreement. Should the pool facility close down for (10) ten consecutive days or more, the CONTRACTOR will refund (50%) of the daily costs associated with running the pool facility beginning on the eleventh day of closure. Daily operating cost, as it may pertain to closure, shall be defined as 1% of the total amount specified under COMPENSATION TO CONTRACTOR.

If the pool has not opened by 4:00pm, due to inclement weather or any emergency situation, the facility will remain closed, regardless of weather conditions, until the next scheduled day of operation. In the event of inclement weather which arrives after 4:00pm, the pool shall be closed for the remainder of the day.

Should there be any instances of feces (human or animal), vomit or dead animals introduced into the pool water, the pool will be closed for the remainder of the day to allow for super-chlorination and maintenance.

PART 8 – CLOSING AND WINTERIZATION:

Upon completion of the season, the CONTRACTOR will close and winterize the pool facility and perform the following:

a) Store all deck equipment.

b) Lower pool water to an appropriate level (usually 8”-20”). OWNER shall be responsible for maintaining water level after Winterization.

c) Drain all wading pools if applicable

d) Drain all pumps and hair lint strainers if applicable.

e) Drain filters and associated pool plumbing where possible by opening valves and removing plugs.

f) Shut off fresh water supply and drain all piping that can be drained. NOTE: Upon completion of Winterization, Contractor shall not be responsible for freeze damage.
g) Add anti-freeze to toilet bowls and tanks, urinals and sink traps.

h) Drain all filter plumbing as constructed. NOTE: Contractor shall not be responsible for water damage in instances of inadequate drainage capability in bathhouse and/or filter room.

i) CONTRACTOR recommends that the OWNER, at OWNER’S sole expense, hire a certified plumber to inspect all plumbing lines and fixtures, and to remove and store all self-chilling water fountains. CONTRACTOR will not be responsible for freeze damage.

j) Store: chlorinator, blankets, first aid equipment, test equipment, telephone and such related equipment.

k) Remove and store all diving boards, ladders, furniture, lifeguard chairs, ropes and such equipment inside the bathhouse or in storage area.

l) Install algaecide at the expense of the Owner.

m) Inspect facility, lock compound, and inform Owner of closure. OWNER shall be responsible for i. any Public Utility intervention or involvement necessary to shut off water supply ii. Heat tape application and the like for fresh water piping etc. that is not able to be drained. CONTRACTOR will not be responsible for any equipment stored at pool after winterization.

PART 9 – SUPERVISION AGREEMENT:

The CONTRACTOR will visit the pool facility a minimum of (2) two times per week to gather information and offer instruction to the staff, ensure proper staffing, check pool operation, cleanliness of the pool, and address any issues brought to the attention of the CONTRACTOR.

PART 10 – INSURANCE:

A. LIABILITY INSURANCE

CONTRACTOR will maintain $10,000,000 Public Liability Insurance to cover personal injury, loss of life, and/or property damage due to the negligence of the CONTRACTOR, agents or employees which may be sustained by any member or guest of the pool, within the area managed by the CONTRACTOR during the contracted hours. This insurance shall be from a

B. HEALTH INSURANCE

Should any Federal or Local Legislation require employers to provide health insurance coverage to seasonal employees then Contractor shall bill Owner for exact cost of the lowest legal premium option as it pertains to the number of employees assigned to the number of employees outlined in Exhibit A. One employee shall be defined as each 40 man hour position or fraction thereof (e.g. 40 man hours = 1 position, or 1 individual’s premium. 48 man hours = 2 positions, or two individuals premium). The total cost of premium shall be the exact cost of the total Employer responsibility as it pertains to each individual’s employment, and as required by law.

This provision will only apply if legislation is passed requiring the coverage of seasonal employees, or institutes penalties for failure to cover. If penalties for failure to cover are less expensive than providing coverage, in the best financial interests of CONTRACTOR and OWNER, such options will be chosen.

The provisions described herein shall only pertain to employees, as defined above, directly assigned to OWNER’S pool.
PART 11 - MINIMUM WAGE ADJUSTMENT:

Should the Federal, State, Local or Foreign Guest Worker VISA minimum wage increase after the date of Agreement submittal (specified in Part A) or during the course of this Agreement then the CONTRACTOR shall be entitled to an increase in compensation by the exact amount of such an increase. At the time of this Agreement’s submittal, and as defined herein, the minimum wage affecting all employees (or potential employees) specified in Part A is $7.25/hour.

For purposes of this Agreement, “Minimum Wage” shall be defined as the highest (minimum) wage required to be paid to any Personnel (or potential personnel) specified in Part A of this Agreement.

For purposes of this Agreement, “Foreign Guest Worker VISA” shall refer to any VISA utilized by non-immigrant workers employed by Contractor to staff (or potentially staff) any positions specified in Part A of this Agreement (or similar Agreements) so long as said class (or combined classes) constitute 20% or more of Contractor’s total combined lifeguard and/or pool personnel workforce. This definition refers to the collective whole of the Contractor’s on-site pool personnel, and shall prevail without consideration for whether such class or segments of personnel are specifically assigned to the pool location (specified in Part A of this Agreement) or not.

The compensatory increase shall be paid in addition to the amounts specified in this Agreement, calculated as follows: Increase in minimum wage multiplied by total number of man-hours remaining in season from time of wage increase plus twenty percent (20%) of that product to cover taxes and insurance. Any increase shall be documented by CONTRACTOR and payable by OWNER in addition to the regular monthly payment.

PART 12 – DELINQUENCIES:

OWNER agrees and understands that CONTRACTOR incurs extensive costs associated with the performance and maintenance of this contract. It is therefore agreed and understood that:

a. If payment is not received within five (5) days of the due date, then, in addition to the compensation, OWNER, shall pay CONTRACTOR an administrative fee equal to (5%) of such payment.

b. Any payment, which shall remain outstanding in excess of thirty (30) days shall accrue interest on the full outstanding balance, from the date such was first due, at the rate of one and one half percent (1.5%) per month.

c. A notice of delinquency will be sent to the OWNER for any amounts delinquent beyond thirty (30) days. The notice shall request immediate payment of the delinquent balance, advise the OWNER of the total balance due, and state that if the account is not current within sixty (60) days, the remaining balance will be turned over to a collection service. The notice shall also state that the OWNER will be responsible for all costs of collection, attorney’s fees, administrative fees and interest charges on all delinquent amounts.

d. A final notice of delinquency will be sent to the OWNER for any amounts delinquent beyond sixty (60) days. The notice shall request immediate payment of the delinquent balance, advise the OWNER of the total balance due, and state that if the account is not current within thirty (30) days, the remaining balance will be turned over to a collection service. The notice shall also state that the OWNER will be responsible for all costs of collection, attorney’s fees, administrative fees and interest charges on all delinquent amounts.

e. All amounts delinquent beyond ninety (90) days will be turned over, without further warning to the OWNER, to the CONTRACTOR’S collection agency.

f. Partial payments tendered to either the CONTRACTOR, its collection agency or its attorney may be accepted, but only payment in full will stop collection proceedings unless otherwise specified.

g. Unless otherwise specifically agreed in writing by the CONTRACTOR, partial payments will be applied in the order first to last as follows: (1) attorney’s fees, (2) collection costs, (3) interest charges, (4) administrative fees, (5) principal arrearage, (6) current principal due.

h. This policy is intended as a guideline for the CONTRACTOR to facilitate its collection efforts. Failure of the CONTRACTOR to strictly adhere to the provisions herein shall not be deemed a waiver or abandonment of its right to collect principal arrearage, attorney’s fees, collection costs, interest charges, administrative fees and current principal due.
i. CONTRACTOR reserves the right to disrupt and/or terminate service during any period in which OWNER has a balance that is beyond forty-five (45) days past due.

PART 13 – UTILITIES:

A. OWNER shall provide electricity, gas, and water & sewer for the operation of the pool. OWNER shall be responsible for all charges for the utilities.
B. OWNER shall provide local telephone service as required by local health department.

PART 14 – DEFAULT:

In addition to any other remedies available to CONTRACTOR at law or hereunder, if OWNER defaults in the performance of any term or condition hereof, or does or permits anything to be done contrary to any term or condition hereof, and such default continued uncured for a period of ten (10) days following written notice of such event from the CONTRACTOR, then, CONTRACTOR may terminate this agreement.

PART 15 – RIGHT TO TERMINATE:

In the event the OWNER fails to pay any sums due to the CONTRACTOR within the terms of this agreement, CONTRACTOR may terminate or temporarily suspend service immediately upon written notice to OWNER or AGENT. Otherwise, CONTRACTOR may cancel without cause upon thirty (30) thirty days written notice to the OWNER. Such notice shall be given by Certified Mail, Return Receipt Requested.

PART 16 – EXTENSION OF DAYS OF OPERATION:

Should the OWNER request to operate the pool beyond the aforesaid dates and times specified within this agreement, then the CONTRACTOR shall, at its option, provide such services at an additional cost. CONTRACTOR will provide a proposal for such services upon request.

PART 17 – BINDING EFFECT:

This agreement shall be binding upon and inure to the benefit of the Partnership and the Company and their respective successors and assigns.

PART 18 – AMENDMENTS:

This Agreement may not be changed or modified except in a writing signed by both of the parties hereto.

PART 19 – GOVERNING LAW:

This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State by which the pool is located, as is specified in Exhibit A, without regard to any conflict of law provisions.

PART 20 – RELATIONSHIP OF PARTIES:

The CONTRACTOR shall for the purposes of this agreement and the Management Services provided hereunder be an independent contractor and not an employee partner, co-owner or joint venturer of OWNER.

PART 21 – MISCELLANEOUS:

A. CONTRACTOR shall reserve the right to void this proposal if not signed and returned by OWNER within forty-five (45) days after the date specified in Exhibit A of this agreement.
B. Payments to CONTRACTOR are due on the date specified in “Part A” of this Agreement. Monthly invoices may be delivered to Customer, but absence of such does not in any way exempt OWNER’S obligation to deliver payment on time. NOTE: OWNER requests to send Invoices via regular US Mail shall be subject to a $1.00 per invoice processing and postage fee.

C. The payment schedule on the Specifications Page (Exhibit A) is included for accounting purposes and does not necessarily relate to services provided during that specific time period. Payment in full of the total amount due is expected regardless of this schedule.

D. In the event of any default in payment of sums due to the Contractor pursuant to this Agreement, the Contractor may, in its sole discretion, cease further performance and avail itself of any and all remedies, both actual and equitable it may possess at the time of default to specifically include liquidated damages. Such remedies shall be cumulative and non-exclusive.

E. It is agreed and understood that the OWNER will pay all repair bills and invoices submitted to OWNER within thirty (30) days of presentment, for services or supplies outside of this agreement. It is agreed that this covenant is an independent covenant of this contract.

F. This Agreement may be assigned by Contractor without the prior written consent of OWNER in its sole and absolute discretion.

G. Contractor shall not be held liable for mold, growth of mold, or effects of mold growth, directly or indirectly, at or within any area or building included as part of, or adjacent to, the OWNER’S property described, addressed, and/or named in Part A of this agreement.

H. This agreement shall automatically renew for the next summer season at the current contract price plus a maximum 5% increase (each year). All provisions and terms shall remain in full effect. Opening and closing dates shall adjust based on the calendar years Memorial to Labor Day schedule. Prior to automatically renewing, OWNER may terminate this agreement at the end of each season by notifying CONTRACTOR in writing via certified mail, return receipt requested, prior to October 31st of the current contract year.

PART 22 – ENTIRE AGREEMENT:

This Agreement contains the entire understanding and agreement between the parties and there are no verbal agreements or representations in connection herewith. If any part of this agreement is found invalid, the remainder of the agreement will remain valid and enforceable.

IN WITNESS WHEREOF, the Owner or the Owner’s Agent, and the Contractor have executed this Agreement and affixed their seals thereto as of the date set forth in the first page of this Agreement.

OWNER/AGENT: ____________________________
By: ____________________________
Name: ____________________________
Date: ____________________________

CONTRACTOR: Guardian Aquatics
By: ____________________________
Name: ____________________________
Date: ____________________________

MULTI-YEAR OPTION:
CONTRACT SHALL AUTOMATICALLY RENEW FOR THE 2020 SEASON AT A COST OF: $61,256.00
INITIALS ____________________________

CONTRACT SHALL AUTOMATICALLY RENEW FOR THE 2021 SEASON AT A COST OF: $61,256.00
INITIALS ____________________________
Motion:
“I move to approve the CCFC recommendation to continue the contract with Community Pool Service in the amount of $63,700.00 for 2019 and $67,950.00 for 2020 to be expensed to GL6438 Pool Management”.

Second:

Summary:
The BoD tasked Management to send out an RFP for the 2019 pool season. After the BoD reviewed six (6) pool proposals and the price analysis matrix the CCFC was tasked to review and meet with CPS and Guardian Aquatics. The CCFC recommends continuing with the current contract with CPS for 2019 & 2020

CMC Recommendation:
The Board to approve the CCFC recommendation to continue the pool Management contract with Community Pool Service.

Budget Consideration:
GL6438 Pool Management

Vote:

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CAMERON STATION COMMUNITY ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION 19-_______

(Emergency Repairs)

WHEREAS, Article III, Section 3.4 of the Amended Bylaws of the Cameron Stations Community Association, Inc. (“Association”) grants the Board of Directors with all of the powers necessary for the administration of the affairs of the Association in accordance with applicable law and the Project Documents, except for those matters which the applicable law or Project Documents require the Association’s membership to approve; and

WHEREAS, Article III, Section 3.3(a) and Section 3.7 of the Declaration of Covenants, Conditions and Restrictions of the Association grants the Association a right of immediate access across the Common Areas and Lots of the Association (excluding dwelling units) to perform any emergency inspections or work related to a condition that is threatening the Common Areas or another Lot; and

WHEREAS, Article V, Section 5.5 of the Bylaws empowers the Association to levy any emergency repair costs related to a Lot, against that particular Lot as an Individual Assessment; and

WHEREAS, per Article 3, Section 3.4(a) of the Bylaws empowers the Board to appoint one of its members to act on behalf of the Board on such duties of the management agent, which may arise in between Board Meetings; and

WHEREAS, the Board of Directors has decided to designate one member of the Board of Directors with the authority to approve the performance of any required emergency repairs upon the Lots or Common Areas of the Association, which are strictly required to avoid imminent threat to person or property, when such action is required in between meetings of the Board, subject to cost limitations and reporting controls.

NOW, THEREFORE, BE IT RESOLVED that the Board adopts the following policies and procedures.

I. APPROVED REPAIRS

The Board shall designate one of its members to have the authority to approve an application by the Owner of a Lot seeking permission to perform limited repairs to the Lots damaged by casualty. Any such work must be to address repairs necessary to avoid imminent threat to the health and safety of the residents of the Association, or to avoid an imminent threat of damage to property within the Association.

Any approval granted by the designated member of the Board must be conditioned upon the work being performed in accordance with the requirements set forth in the Association’s Design and Maintenance Standards. If an Owner performs work based on
an approval granted by the designated member of the Board and such work is not performed in accordance with the requirements of the Design and Maintenance Standards, the Association shall require the Owner to perform any corrective action deemed necessary by the Association to render such repairs compliant with the Design and Maintenance Standards.

If an Owner receives approval for limited repairs pursuant to this policy, such Owner shall submit a complete application for all repairs required to their lot in accordance with the requirements of the Design and Maintenance Standards. The Covenants Committee shall incorporate any limited approval granted by the designated Board member into the final approval of the Owner’s application.

The effective date of this Resolution shall be ______________, 2019.

I hereby certify that this Administrative Resolution was duly adopted by the Board of Directors at a regular meeting on ______________.

CAMERON STATION COMMUNITY ASSOCIATION, INC.

By: __________________________
    Michael Johnson, President
FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Administrative Resolution was published, mailed or hand-delivered to the members of the Cameron Station Community Association on this ___ day of ______, 2019.

______________________________
Judy Johnson, Community Manager
Duly adopted at a meeting of the Board of Directors held on ________________.

Motion by: ______________________ Seconded by: __________________

VOTE: YES NO ABSTAIN ABSENT

__________________________   _____    ____     _______        ______
President

__________________________   _____    ____     _______        ______
Vice President

__________________________   _____    ____     _______        ______
Secretary

__________________________   _____    ____     _______        ______
Treasurer

__________________________   _____    ____     _______        ______
Director

__________________________   _____    ____     _______        ______
Director

__________________________   _____    ____     _______        ______
Director
Motion:
“I move to approve the Administrative Resolution 19-01 Emergency Repairs as provided by legal counsel”.
Second:

Summary:
The proposed resolution shall the Board to designate one of its members to have the authority to approve an application by the Owner of a Lot seeking permission to perform limited repairs to the Lots damaged by casualty. Any such work must be to address repairs necessary to avoid imminent threat to the health and safety of the residents of the Association, or to avoid an imminent threat of damage to property with the Association. Any work approved must met the Association’s Design and Maintenance Standards (DMS).

The Resolution is included in the Board packet for review.

CMC Recommendation:
The Board to approve Administrative Resolution 19-01

Budget Consideration:
None

Vote:

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CAMERON STATION COMMUNITY ASSOCIATION, INC.

POLICY RESOLUTION NO. 18-
ENFORCEMENT AND DUE PROCESS PROCEDURES
Supersedes all prior Due Process Resolutions

WHEREAS Article III, Section 3.8(a) of the Declaration of Covenants, Conditions and Restrictions (“the Declaration”) of the Cameron Station Community Association (“the Association”) as recorded in the Land Records of the Circuit Court for the City of Alexandria at Deed Book 1630 at Page 0401, et sq., as amended, provides that every member of the Association shall have a right and easement of enjoyments in and to the Common Area for their reasonably intended purposes, subject to any rules and regulations or policies which may be established by the Board of Directors (“the Board”); and

WHEREAS Article III, Section 3.4 of the Amended Bylaws (“the Bylaws”) provides that the Board shall have the power to adopt and publish rules and regulations governing the use of the Common Areas and facilities of the members and their guests thereon; and

WHEREAS Section 55-513 of the Virginia Property Owners Association Act (the “Act”) provides that the Board may adopt rules relating to areas of responsibility delegated to the Association under the Declaration; and that the Board may impose monetary charges and suspend services provided to owners for non-payment of assessments and for violations of the Association’s Governing Documents; and

WHEREAS Article VIII Section 8.1 of the Declaration establishes penalties for the infraction of the Association’s Bylaws, Declaration, and Rules and Regulations (collectively “the Governing Documents) and sets forth a procedure for the Association to enforce the Governing Documents; and

WHEREAS the Board believes it is necessary and desirable to expand upon the authority granted in Article VIII of the Declaration and establish administrative procedures to assure due process in cases in which there is a question of compliance by a member with provisions of the Governing Documents and the Association and before monetary charges or suspensions of privileges shall be considered:

NOW, THEREFORE, BE IT RESOLVED that the following procedures are adopted:

1. Owners are legally responsible for ensuring that the members of their household, and their tenants, guests, or invitees comply with the Association’s Covenants and Regulations.
2. If an Owner or resident wishes to formally invoke the enforcement system of the Association, the owner must submit a complaint in writing in accordance with the Association’s Complaint Policy and on any forms developed by the Board of Directors pursuant to the Association’s Complaint Policy, in care of the Association management office. Neither Management nor the Covenants Committee (“the Committee”) will investigate any complaints that are anonymous, are not submitted in writing, or otherwise do not comply with the Association’s Complaint Policy.

3. Once Management receives a complaint, Management shall review the complaint and determine if the complaint conforms with the association’s Complaint Policy.

4. If Management determines a complaint does not comply with the Association’s Complaint Policy, Management will so notify the complainant in writing.

5. If Management determines the Complaint sets forth sufficient allegations of a violation of the Association’s Governing Documents that complies with the requirements of the Association’s Complaint Policy, Management, on behalf of the Covenants Committee, shall deliver to the owner against whom the complaint has been leveled, by hand or by first class mail, and, if available by e-mail, written notice of the alleged violation of the Association’s Governing Documents, which shall notify the Owner of the complaint, the provisions of the Governing Documents which have been violated, and requesting the Owner to cease and desist the action or correct the item within fifteen (15) days of the date of the letter or such other date as may be set forth in the written notice. This initial notice shall be referred to as the “First Notice”.

6. The Board of Directors or the Covenants Committee reserve the right to dispense with the requirement to send the First Notice and move immediately to sending the Second Notice as described in Paragraph 7 herein, if, in the sole discretion of the Covenants Committee or the Board of Directors, the alleged violation of the Governing Document constitutes a risk to the health and safety of the members of the Association or that it is otherwise in the best interest of the Association to expedite the enforcement process.

7. If the Owner does not remedy the offense within the number of days requested in the First Notice, Management, on behalf of the Covenants Committee, shall send a second written notice (hereinafter “Second Notice”) to the Owner against whom the allegation has been leveled, which notice must be delivered Certified Mail, Return Receipt Requested and by First Class U.S. mail. The Second Notice must: (1) notify the Owner of the complaint and the provisions of the Governing Documents which have been allegedly violated; (2) request the Owner to cease and desist the action or correct the item within twenty-one (21) days of the date of the letter or such other date as may be set forth in the written notice; (3) advise the Owner that the Owner may submit in writing a written refutation of the complaint or explanation of the allegations; (4) advise the owner of the Association’s authority
to impose monetary charges, file suit to obtain injunctive relief, and suspend privileges as sanctions for offenses of the Association’s Governing Documents; (5) inform the Owner of his/her right to a hearing before the Committee to contest the citation and (6) advise the Owner of the date, time and location of the hearing, and of his or her right to be represented by counsel at the hearing. This Notice must be sent to the Owner at least fourteen (14) days prior to the hearing date. If the Owner of record appears at the hearing without receiving notice thereof, he will be deemed to have waived the requirement for proper notice.

8. If the Owner has abated the violation and notified Management within the time frame specified in the Second Notice, Management will terminate enforcement action and no hearing will be held.

9. If the owner fails to appear at the hearing and fails to remedy the violation within the time frame set forth in the letter provided in accordance with paragraph 7, the Committee shall hold the hearing in the owner’s absence and shall have the authority to impose monetary charges and/or suspend privileges as sanctions in accordance with Article VIII of the Governing Documents and Section 55-513 of the Act. Should the Committee decide to impose monetary charges to the Owner, Management will send, by Certified Mail, Return Receipt Requested and by First Class U.S. mail, a letter notifying the owner of the monetary charges, which will be deemed effective from the date of the Complaint.

10. At the hearing, the Committee shall hold the hearing in open session, except for its deliberations, which the Committee may hold in closed session pursuant to Section 55-510.1 of the Act. The Owner has the right to have counsel present (however, the Committee reserves the right to reschedule a hearing if the Owner brings counsel in order for the Association to be similarly represented) and may present evidence in his or her defense. After the Owner has presented his or her defense, the Committee will convene into Executive Session to discuss the violation. The Committee will return to open session to announce its decision. The Committee shall also deliver notice of its decision by Certified Mail, Return Receipt Requested or by hand-delivery, to the parties within seven (7) days of the hearing.

11. The Committee may impose for any violation of the Association’s Governing Documents a monetary charge of up to $50.00 per single violation or up to $10.00 per day for any violation of a continuing nature as permitted by Section 55-513 of the Act. The Committee may impose daily charges for a violation of a continuing nature for a period up to ninety (90) consecutive days or for the maximum period of time permitted by law, whichever is greater. If monetary charges are imposed, such charges shall be treated as an assessment against the Owner’s lot for the purposes of Section 55-516 of the Act and the Association’s Governing Documents.

12. The Committee also may suspend an Owner’s membership privileges and rights (and that of his or her members of their household, family members, tenants, guests,
or invitees) to use facilities or receive services for violations of the Governing Documents. Such facilities, privileges or services shall include, but not be limited to, any of the following:

1. The right to vote; and/or
2. The right to use any other common area facility; and/or
3. In the case of a condominium unit owners association, the right to receive any other services provided directly by the Association.

13. The Committee shall also have the right to recommend to the Board that the Association file suit to obtain injunctive relief ordering the owner to cure the violation.

14. An Owner has the right to appeal his or her case to the Board. Upon issuance of a hearing decision by the Committee, the Owner has ten (10) days from the date of the notice to issue a written appeal to the Board. The appeal letter shall be in writing, addressed to the Board and sent via U.S. Mail to the Association management office. The Owner shall state in the appeal letter the reason an appeal is being requested. The reasons must fall within one of the following three categories: 1) the initial allegation of the violation was without merit; 2) the decision of the committee was capricious or arbitrary; 3) the Committee did not act within the policies set forth in this resolution or the Governing Documents.

15. The Board has forty-five (45) days from the date of its receipt of the appeal request to decide whether or not to hear the appeal. Should the Board choose to hear the appeal, it will schedule an appeal hearing. Notice of the appeal hearing shall be sent to the owner of record at his or her last known address via U.S. mail, First Class and Certified Mail, Return Receipt Requested, at least fourteen (14) days in advance of the hearing date. A copy of the notice shall also be sent to the Chair of the Committee. If the Board declines to hear the appeal, it shall provide written notice of its decision to decline to hear the appeal the appellant by U.S. Mail, First Class and Certified Mail, Return Receipt Requested.

16. The Board shall conduct the appeal hearing according to the same procedures established herein for a Committee hearing. At least one representative from the Committee must be present at the hearing to respond to questions and present information as requested by the Board.

17. The Board shall render a decision based upon the reason provided for the appeal. The Board may uphold the Committee’s decision, modify, or reverse the Committee decision. If the decision is to uphold the Committee’s decision, the decision stands effective retroactive to the date of the Committee’s regular hearing.

18. While all cases will be treated in a similar manner following the above procedures, the Board reserves the right to suspend privileges or refer a matter to legal counsel
to seek legal remedy at any time, based upon the nature of the allegation. In matters of direct threat to the safety, welfare and well being of people or property, the Committee may send a case directly to the Board, which may act immediately. If any notice of citation is issued by the Board under these circumstances, said notice shall notify the Owner of the violation and the monetary charges imposed for the violation. The notice shall also advise the Owner that they may submit a written request for a hearing on or before the hearing confirmation date set forth in the letter to contest the violation and the monetary charges assessed for the violation. Any such notice of violation shall be delivered to the Owner via hand-delivery or Certified Mail, Return Receipt Requested.

19. All Owners are responsible for ensuring that their lot is occupied and used in accordance with the covenants. In the case of matters against a tenant renting a home in Cameron Station, all notices will be mailed to the Owner of record with a copy to the tenants in question, if they are known. If tenants are not known, the tenant copy will be mailed to the address of record care of “current resident”. The copies to tenants need not be mailed certified, return receipt requested; they may be mailed via regular, first class U.S. mail. Furthermore, as stated in Section 7.8 of the Declaration, any failure on the part of a lessee to comply with the Association’s restrictions shall constitute a default under the lease and be grounds for termination therefor, which shall be enforceable by the Association.

20. The procedures outlined in this Resolution may be applied to all violations of the Association’s Governing Documents, but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Association’s legal documents, including, but not limited to, the initiation of suit or self-help remedies. The Board of Directors reserves the power to assign all of its powers and responsibilities herein to the Covenants Committee.

21. The Association management is authorized to file complaints with the Committee for violations observed by the management staff.

This Resolution was adopted and approved by the Board of Directors of Cameron Station Community Association on this ___ day of _______, 2018.

CAMERON STATION COMMUNITY ASSOCIATION, INC.

By: _____________________________
President
FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of Cameron Station Community Association on this ______ day of ______________, 2018.

__________________________________

Judy Johnson, Community Manager
Motion:
“I move to approve Policy Resolution 19-02 Enforcement and Due Process Procedures”.
Second:

Summary:
The Board believes it is necessary and desirable to expand upon the authority granted in article VIII of the Declaration and establish administrative procedures to assure due process in cases in which there is a question of compliance by a member with provisions of the Governing Documents and the Association and before monetary charges or suspensions of privileges shall be considered. The policy resolution supersedes all prior Due Process Resolutions.

The Policy Resolution is included in the Board packet for review.

CMC Recommendation:
The Board to approve Policy Resolution 19-02 Enforcement and Due Process Procedures.

Budget Consideration:

Vote:

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CAMERON STATION COMMUNITY ASSOCIATION, INC.

POLICY RESOLUTION NO. 18-____

ACCESS TO RECREATIONAL FACILITIES AND SHUTTLE BUS SERVICE BY OWNERS AND OCCUPANTS OF NON-RESIDENTIAL UNITS

WHEREAS, Article III, Section 3.4 of the Bylaws grants the Board of Directors with all of the powers necessary for the administration of the affairs of the Association in accordance with applicable law and the Project Documents, except for those matters which the applicable law or Project Documents require the Association’s membership to approve; and

WHEREAS, Article IV, Section 4.5(x) of the Declaration of Covenants, Conditions and Restrictions states the Association shall have the authority to establish rules and regulations that restrict or prohibit the owners of non-residential units from using the Association’s recreational facilities; and

WHEREAS, the Board of Directors believes that it is in the best interests of the Association to adopt rules and regulations governing non-residential unit owner’s and their tenants and employees’ access to the Association’s recreational facilities;

WHEREAS, the Special Use Permits for Cameron Station contemplate that employees of the commercial units within Cameron Station shall have the right to use the shuttle bus service operated by the Association; and

WHEREAS, the Board of Directors has determined it is in the best interests of the Association to reduce traffic in and out of the Association to provide the commercial units with passes to permit their owners and employees to use the Association’s shuttle bus service

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors hereby adopts the following rules and regulations relating to the commercial units’ rights relative to the use of the Association’s recreational facilities and shuttle bus service:

1. Owners of a non-residential unit and the owners of businesses that are tenants of non-residential units are permitted to use the Association’s recreational facilities, provided such Owners shall comply with all provisions of the Association’s rules and regulations governing the use of the Cameron Club recreational facilities and other facilities within the Association.

2. No employee, guest, invitee or family member of an owner of a business occupying a non-residential unit within the Association is permitted to use any of the Association’s recreational facilities.

3. Each commercial unit owner shall have the right to obtain shuttle bus passes for the use of any owner, tenant or employee of a business located within a commercial unit. In order to receive shuttle bus passes, each owner of a business within Cameron Station must submit a written request to the Association’s management office listing the names of each owner,
tenant or employee that will be assigned a shuttle bus pass. In the event an employee ceases their employment, the owner or tenant must return the shuttle bus pass to the management office. If a shuttle bus pass is lost and must be replaced, the owner or tenant must pay the Association a $25.00 replacement fee prior to receiving a replacement shuttle bus pass.

This Resolution was adopted and approved by the Board of Directors of Cameron Station Community Association on this _____ day of __________, 2018.

CAMERON STATION COMMUNITY ASSOCIATION, INC.

By: _____________________________
    President
FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of Cameron Station Community Association on this _____ day of ____________, 2018.

______________________________
Judy Johnson, Community Manager
RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held ____________________________
__________________________________________.

Motion by: ____________________________ Seconded by: ____________________________

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ATTEST:

_________________________________  __________________________
Secretary                    Date

Resolution effective: ____________________________,
Motion:
“I move to approve Policy Resolution 19-03 Access to Recreational Facilities and Shuttle Bus Service by Owners and Occupants of Non-Residential Units.”
Second:

Summary:
Owners of a non-residential unit and the owners of businesses that are tenants of non-residential units are permitted to use the Association’s recreational facilities, provided such Owners shall comply with all provision of the Association’s rules and regulations governing the use of the Cameron Club recreational facilities and other facilities with the Association.
No employee, guest, invitee or family member of an owner of a business occupying a non-residential unit within the Association is permitted to use any of the Association’s recreational facilities.

The Policy Resolution is included in the Board Packet for review.

CMC Recommendation:
The Board to approve Policy Resolution 19-03 Access to Recreational Facilities and Shuttle Bus Service by Owners and Occupants of Non-Residential Units

Budget Consideration:
None

Vote:

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February 3, 2019

CUSTOMER #229
Judy Johnson
Community Manager
Cameron Station Community Association
200 Cameron Station Blvd.
Alexandria, VA 22304

Dear Judy,

Thank you for giving Lancaster Landscapes an opportunity to bid on your current job at the Cameron Station. Lancaster Landscapes, Inc. offers to perform the following services:

PLANT MATERIAL INSTALLATION

John Ticer Pocket Park – (2) Locations In Grassy Area

Remove existing turf area approx. size - 54x3’ to create a new planting bed
Install (48) 18”-24” "Royal Burgundy" Barberry @ $72.00 each...........................................$3456.00
Install (3) yds Top soil to amendments @$137.50 per yard....................................................$412.50
Install (4) yds. Hardwood mulch @ $85 per yard.................................................................$340.00

Labor: $825

PROPOSAL TOTAL: $5033.00

Payment terms: All payments are due within 30 days of invoice date unless otherwise specified. A 1.5% per month late charge will be applied to payments not made within 30 days of their due date. In the event that this contract is placed in the hands of an attorney, whether or not suit is instituted, the client agrees to pay all reasonable attorneys fees involved in such collection efforts.

Lancaster Landscapes, Inc. offers a one year warranty on all newly installed plant materials and trees, excluding annuals and sod. The warranty period commences upon date of installation through and until one year from that date. Warranty is not valid if plants have (1) not been properly maintained (watered) (2) are damaged due to incidents not precipitated by contractor or its forces such as weather conditions, pedestrain traffic, animal damage, etc. (3) If invoice for service rendered has not been paid in full within the 30 day time allowance. Properties requiring re-installations will be inspected. Plant materials meeting warranty requirements will be replaced, in mass, at the end of the warranty period, unless agreed to otherwise by contractor and client. This will ensure that all plants requiring replacements are installed under the best possible conditions and in compliance with current industry standards. Subsurface obstructions are not covered by proposal.

Disclaimer. Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made by Lancaster Landscapes are intended to minimize or reduce hazardous conditions that may be associated with trees. However, there is and there can be no guarantee or certainty that efforts to correct unsafe conditions will prevent breakage or failure of the tree. Our recommendations should reduce the risk of tree failure but they cannot eliminate such risk, especially in the event of a storm or any act of God. Some hazardous conditions in landscapes are apparent while others require detailed inspection and evaluation. There can be no guarantee or certainty that all hazardous conditions will be detected.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

ACCEPTANCE OF PROPOSAL:
The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE: _____________________________

SIGNATURE: _____________________________

This proposal may be withdrawn by us if not accepted within 30 Days.
PLANT FINDER

Royal Burgundy Japanese Barberry
Berberis thunbergii 'Gentry'

Add To My Wish List
Print (12130001/Plant/Print/3353) Like Share Save

Height: 24 inches
Spread: 3 feet
Sunlight: ☀️ ☀️
Hardiness Zone: 4a

Description:
An attractive compact shrub for the garden border with rich velvet-burgundy foliage all season long turning to deep red in fall, keeps its tightly mounded low-growing habit without pruning, color doesn't fade over summer

Ornamental Features
Royal Burgundy Japanese Barberry is primarily grown for its highly ornamental fruit. The fruits are showy scarlet drupes carried in abundance from early to late fall. It has attractive burgundy foliage which emerges red in spring. The small oval leaves are highly ornamental and turn an outstanding dark red in the fall. It features tiny clusters of yellow flowers hanging below the branches in mid spring.

Landscape Attributes
Royal Burgundy Japanese Barberry is a dense multi-stemmed deciduous shrub with a mounded form. It lends an extremely fine and delicate texture to the landscape composition which should be used to full effect.

This is a relatively low maintenance shrub, and should not require much pruning, except when necessary, such as to remove dieback. Deer don’t particularly care for this plant and will usually leave it alone in favor of

Search For More Plants (/12130001)
View My Wish List (/12130001/PlantList)
Wish List Help (/12130001/Help/PlantList)

(Content/Images/Photos/F236-02.jpg)
Royal Burgundy Japanese Barberry foliage
(Photo courtesy of NetPS Plant Finder [http://www.netpsplantfinder.com])

(Content/Images/Photos/J243-10.jpg)
Royal Burgundy Japanese Barberry
GARDEN CENTER HOURS: Open daily, 9 am - 6 pm

http://plants.oaklandnursery.com/12130001/Plant/3353/Royal_Burgundy_Japanese_Barberry/
tastier treats. Gardeners should be aware of the following characteristic(s) that may warrant special consideration:

- Spiny

Royal Burgundy Japanese Barberry is recommended for the following landscape applications:

- Mass Planting
- Rock/Alpine Gardens
- Border Edging
- General Garden Use
- Groundcover
- Container Planting

**Planting & Growing**

Royal Burgundy Japanese Barberry will grow to be about 24 inches tall at maturity, with a spread of 3 feet. It tends to fill out right to the ground and therefore doesn’t necessarily require fencer plants in front. It grows at a medium rate, and under ideal conditions can be expected to live for approximately 20 years.

This shrub does best in full sun to partial shade. It is very adaptable to both dry and moist growing conditions, but will not tolerate any standing water. It is considered to be drought-tolerant, and thus makes an ideal choice for a low-water garden or xeriscape application. It is not particular as to soil type or pH, and is able to handle environmental salt. It is highly tolerant of urban pollution and will even thrive in inner city environments. This is a selected variety of a species not originally from North America.

Royal Burgundy Japanese Barberry makes a fine choice for the outdoor landscape, but it is also well-suited for use in outdoor pots and containers. It can be used either as ‘filler’ or as a ‘thriller’ in the ‘spiller-thriller-filler’ container combination, depending on the height and form of the other plants used in the container planting. Note that when grown in a container, it may not perform exactly as indicated on the tag - this is to be expected. Also note that when growing plants in outdoor containers and baskets, they may require more frequent waterings than they would in the yard or garden.
Motion:
“I move to approve the CAC recommendation for the Lancaster Proposal #29670 for Installation of Plant Material in the amount of $5,033.00 to be expensed to GL3364 Capital Improvements Reserve”.
Second:

Summary:
Remove the existing turf approximately 54x3’ at the location at the John Ticer Pocket Park to create a new planting bed. Install (48) 18-24” Royal Burgundy Barberrys, install 3 yards top soil, and 4 yards hardwood mulch.

Lancaster proposal #29670 is included in the Board packet for review.

CMC Recommendation:
The Board to approve the CAC recommendation for Lancaster proposal #29670

Budget Consideration:
GL3364 Capital Improvements Reserve

Vote:

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CAMERON STATION COMMUNITY ASSOCIATION, INC.
Committee Member Registration Form

Please submit the completed form to the Cameron Station Management office for review by the individual Committee Chairs and the Board of Directors:

Name: Jeremy Drislane

Home Address: 5112 Donovan Dr, Unit 102

Email Address: drislanej@gmail.com

Telephone Number: 917-681-8230 (Cell) ______________________________________(Home)

Condominium Owners please check the appropriate box:

- Carlton Place Condominium
- Condominiums at Cameron Station Blvd.
- Main Street Condominium
- Oakland Hall Condominium
- Residences at Cameron Station
- Woodland Hall Condominium

1) Check the name of the Committee you would like to join (please include a 2nd choice as well):

- Architectural Review Committee
- Activities & Events Planning Committee
- Cameron Club Facilities Committee
- Common Area Committee
- Communications Committee
- Financial Advisory Committee

2) Provide a brief statement describing your qualifications (you may attach any pertinent information):

Lam a Civil Engineer with 10+ years in the Project Management and Estimating profession including Major International infrastructure projects, agricultural, residential and commercial construction.

3) State your reasons why you would like to join this committee:

I am looking to participate and engage in a committee within the community our family is currently residing in.

Thank you for your time and interest.

Cameron Station Community Association, Inc.  200 Cameron Station Boulevard, Alexandria, Virginia 22304
Phone (703) 567-4881  Fax (703) 567-4883  communitymanager@cameronstation.org.

Updated: September 3, 2010
Cameron Station Community Association, Inc.

Homeowner Association (HOA) Committees

Six committees have been organized to provide assistance to the Board of Directors in the governance and operation of the community. The HOA committees offer homeowners the opportunity to actively participate in the life of Cameron Station and are vital to the wellbeing of the community. Please consider joining the committee that most interests. You can learn more about the meeting times and review the committee charters on the Cameron Station website. If you have any questions, please contact the Management office at 703-567-4881 or communitymanager@cameronstation.org.

Activities & Events Planning Committee (Events) – Meets the first Monday of the month. Its primary responsibility is to advise the Board of Directors on the planning of the community events.

Architectural Review Committee (ARC) – Meets the first Tuesday of the month. Its primary responsibility is to act on all applications for the approval of modifications or improvements to any lot as dictated by Article VI of the Declaration of Covenants, Conditions and Restrictions.

Cameron Club Facilities Committee (Facilities) – Meets the second Thursday of the month. Its primary responsibility is to advise the Board of Directors on issues affecting the Cameron Club.

Common Area Committee (CAC) – Meets the first Wednesday of the month. Its primary responsibility is to advise the Board of Directors on issues affecting common area services and maintenance (excepting the Cameron Club).

Communications Committee (Comm Comm) – Meets the third Monday of the month. Its primary responsibility is to advise the Board of Directors on issues affecting communications. The Newsletter Subcommittee is responsible for the creation of the bimonthly newsletter, The Compass, and bimonthly community updates. The WebTech Subcommittee is responsible for overseeing the community website, www.cameronstation.org. The subcommittees usually meet at members’ homes, and meeting times vary. The Newsletter Subcommittee can be reached at thecompass@cameronstation.org.

Financial Advisory Committee (FAC) – Meets the third Thursday of the month. Its primary responsibility is to advise the Board of Directors on issues affecting the financial position of the HOA.
Motion:
“I move to approve the ARC recommendation to appoint Jeremy Drisiane to the Architectural Review Committee”.
Second:

Summary:
The ARC had a vacancy on the Committee and at their January meeting they made a recommendation to appoint Jeremy Drisiane.

Mr. Drisiane application is included in the Board packet for review.

CMC Recommendation:
The Board to approve the ARC recommendation to appoint Jeremy Drisiane to the Architectural Review Committee.

Budget Consideration:
None

Vote:

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Motion:
“I move to approve the ComCom recommendation to appoint Mary Rulien to the Communications Committee.”
Second:

Summary:
The Communications Committee had a vacancy and they have made a recommendation to appoint Mary Rulien to the ComCom committee.

Ms. Rulien’s application is included in the Board packet for review.

CMC Recommendation:
The Board to approve the ComCom recommendation to appoint Mary Rulien to the Communications Committee.

Budget Consideration:
None

Vote:

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CAMERON STATION COMMUNITY ASSOCIATION, INC.
Committee Member Registration Form

Please submit the completed form to the Cameron Station Management office for review by the individual Committee Chairs and the Board of Directors:

Mary H. Rulien

Name:

Home Address: 237 Somervelle Street

Email Address: mghoutmann@gmail.com

Telephone Number: 484-757-8064 (Cell) 484-757-8064 (Home)

Condominium Owners please check the appropriate box:

☐ Carlton Place Condominium
☐ Condominiums at Cameron Station Blvd.
☐ Main Street Condominium
☐ Oakland Hall Condominium
☐ Residences at Cameron Station
☐ Woodland Hall Condominium

1) Check the name of the Committee you would like to join (please include a 2nd choice as well):

☐ Architectural Review Committee
☐ Activities & Events Planning Committee
☐ Cameron Club Facilities Committee
☐ Common Area Committee
☐ Communications Committee
☐ Financial Advisory Committee

2) Provide a brief statement describing your qualifications (you may attach any pertinent information):

I am a previous communications specialist working with families in the Air Force Special Operations community.

I am currently in graduate school studying Public Relations and Corporate Communications

3) State your reasons why you would like to join this committee:

I would love to bring awareness to the beauty of Cameron Station, in addition to increase resident involvement.

Also, I am new to Cameron Station (May 2018) and thought it would be a great way to get involved.

Thank you for your time and interest.

Cameron Station Community Association, Inc. 200 Cameron Station Boulevard, Alexandria, Virginia 22304
Phone (703) 567-4881 Fax (703) 567-4883 communitymanager@cameronstation.org

Updated: September 3, 2010
Cameron Station Community Association, Inc.
Board Decision
January 29, 2019

Motion:
“I move to approve the ARC recommendation to re-appoint Karen Diener to the Architectural Review Committee”.
Second:

Summary:
To re-appoint Karen Diener to the ARC committee

CMC Recommendation:
The Board to approve the ARC recommendation to re-appoint Karen Diener to the Architectural Review Committee.

Budget Consideration:
None

Vote:

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MOVE TO: “The Architectural Review Committee recommends to the Board of Directors the reappointment of Karen Diener to the ARC”.

Moved by: Chris Hines
Seconded by: Gayle Hatheyway
For: All
Abstention: Karen Diener
Absent: Sharon Wilkinson and Craig Schuck
MOTION PASSED

Respectfully,

Deirdre Baldino, CMCA®, AMS®
Assistant General Manager
Cameron Station Community Association
Community Management Corporation, an Associa Company

Delivering unsurpassed management and lifestyle services to communities worldwide.
200 Cameron Station Blvd
Alexandria, VA 22304
O: 703-567-4881
F: 703-567-4883
Visit us online: www.cmc-management.com

Three ways to connect:
Subscribe to the blog • Like us on Facebook • Tell us about your experience!

I'm a CAI member. Click here to find out why you should be, too.

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Motion:
“I move to approve the CCFC recommendation for the Heartline Proposal #45113 to replace the last True Treadmill with a Star Trac Treadmill in the amount of $4,628.32 to be expensed to GL3280 Repair and Replacement Reserve”.
Second:

Summary:
Please see below the CCFC motion.

  a) Motion for the BOD: Dan Ogg made a motion to replace the oldest True Treadmill with a Star Trac Cross Trac Treadmill for a price not to exceed $6900.00, to be expensed out of the capital improvement budget. John Burton seconded the motion and it passed unanimously.

Heartline proposal #45113 is included in the Board packet for review.

CMC Recommendation:
The Board to approve the CAC recommendation for Lancaster proposal #29670

Budget Consideration:
GL3280 Repair and Replacement Reserve

Vote:

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Quote

Date: 01/17/2019
Quote #: 45113
Expires on: 02/28/2019
Technician: 87 Geoff Vogel
Contact: Psy Scott
Email: cameronclubfitness@gmail.com

Bill To
Cameron Station
200 Cameron Station Blvd
Alexandria VA 22304-8684
United States

Ship To
Cameron Station
200 Cameron Station Blvd
Alexandria VA 22304-8684
US

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<th>Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
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<td>S-TRC</td>
<td>1</td>
<td>Star Trac S-TRC Treadmill</td>
<td>7,385.00</td>
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<td>005</td>
<td>1</td>
<td>Trade-In of Equipment</td>
<td>-300.00</td>
<td>-300.00</td>
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<tr>
<td>Install &amp; Delivery</td>
<td>1</td>
<td>White Glove Delivery &amp; Installation Including Debris Removal</td>
<td>250.00</td>
<td>250.00</td>
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Please remit 50% deposit to initiate order.

~Thank you for your business!~

EMAIL APPROVED QUOTES TO: approved@heartlinefitness.com

Standard Terms and Conditions:

Service labor is estimated and may vary depending on underlying issues, customer approval will be requested if additional service labor is required.

All unit prices are F.O.B. Destination.

These prices are subject to change after 30 days from document date.

Post-installation entertainment (television) requirements will be handled as a billable service visit.

The above quotation is computed to be performed during regular business hours.

Clerical errors subject to correction.

Buyer agrees to promptly file claim for all goods damaged in transit.

There will be a 20% restocking charge on all merchandise ordered but not accepted.

A preventative Maintenance Agreement is available for all equipment.

Equipment lease is available with approved credit.

Proposals must be signed and emailed or faxed to 301-330-5479 / approved@heartlinefitness.com to be processed.

Approval Signature:
Name: ____________________________ Date: _________________
Good morning Deirdre,

I have attached the quote for the treadmill as requested by the committee last Thursday. Please let me know if you need anything else. The treadmill would replace our last remaining "True" Treadmill which is 8 years old.

Best,

Rich

Richard C Mandley  
President, Professional Fitness Management, LLC  
2900 South Quincy Street  
Alexandria, VA 22206  
Mobile: 202-744-9320 Office: 703-824-0600  
Pro-fitclubs.com
Motion:
“I move to approve for the AirPlus Heating & Cooling Proposal for new roof top HVAC in the amount of $13,700.00 to be expensed to GL3280- Repair & Replacement Reserve”.
Second:

Summary:
10 ton 3 p gas/electric roof top unit for fitness center. This includes removal of old unit.

CMC Recommendation:
The Board to approve the proposal for a new roof top HVAC for the fitness center

Budget Consideration:
GL3280 -Repair & Replacement Reserve

Vote:

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APRIL 2019

PROPOSAL / CONTRACT

Customers Name: Cameron Station Community Center c/o Judy Johnson
Address: 200 Cameron Station Blvd, Alexandria, VA 22304
E-Mail Address: jjohnson@cmc-management.com
Phone: 703-567-4881

<table>
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<th>Proposed Equipment:</th>
<th>Start Date: TBD</th>
<th>Estimated Completion Date: TBD</th>
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<tr>
<td>Make</td>
<td>Model</td>
<td>Description</td>
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<tr>
<td>Carrier</td>
<td>48TECD12A2A0A0G</td>
<td>10 Ton 3P Gas/Electric Rooftop Unit R410A Variable Speed Drive Blower Motor</td>
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<tr>
<td>Carrier</td>
<td>OAM-TC712-CD</td>
<td>Outside Air Damper for makeup fresh air and free cooling</td>
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<td></td>
<td>Crane Rental</td>
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* All work will be done in a professional manner by qualified AirPlus employees and will meet industry standards. Removal of old equipment, taxes, permits, and labor are included. AirPlus will check, test, and adjust new equipment to ensure efficient operation and maximum performance. The installation is warranted to be free of defects in material.

* Standard labor warranty is one (1) year without regular preventive maintenance service contract.

* Labor warranty does not cover any unnecessary or nuisance calls such as blown fuses, dirty filters, tripped breakers, broken wires, clogged p-trap, turn off switches, fire, vandalism, sabotage, power surge or any electrical, gas, water supply, water damage caused by freezing weather, or water damage caused by condensation. Any service call made by the customer without any specific equipment fault shall be charged to the customer according to our normal service fees.

* Limited labor warranty coverage shall be limited to repairing/repairing broken or mal-functioning HVAC system's internal parts only.

* Service is performed during normal business hours (8:30AM – 4:30PM Monday-Friday, excluding Holidays), unless agreed to by AirPlus.

* Emergency or after hour(s) service shall be rendered to our customer with normal service fees.

**Scope of Work:** The cost of the Crane is included in the quote. The old RTU will be removed from the roof and disposed of. The new RTU will be installed to manufacture specs. All the material for re-connecting the supply and return ductwork is included.

**Warranty:** Manufactures parts warranty 5 years compressor, 10 years heat exchanger, 1 year parts, 1 year AirPlus labor warranty

**Exclusions:** Any work not listed on this proposal

**Parts & Essential Items**

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<tr>
<th>Line Set</th>
<th>N/A Support Pad.</th>
<th>N/A Pump UPS</th>
<th>N/A Disconnect</th>
<th>RE-Use</th>
<th>Duct Work</th>
<th>YES</th>
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<tr>
<td>High Volt</td>
<td>Re-Use Filter Cabinet</td>
<td>N/A Registers</td>
<td>N/A Cond. Line</td>
<td>YWS</td>
<td>Safety Switch</td>
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<td>Low Volt</td>
<td>Re-Use Chimney Liner</td>
<td>N/A Dampers</td>
<td>N/A Cond. Pump</td>
<td>N/A</td>
<td>Dampers</td>
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<td>Thermostat</td>
<td>Re-Use Fuse Pipe</td>
<td>N/A Gas Line</td>
<td>Re-Use Air Cleaner</td>
<td>Optional</td>
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We hereby propose to furnish material and labor-complete in accordance with above specifications, for the

**Final net price of:** $13,700.00

**Deposit:** $6850.00

**Final Payment upon Start-up of Equipment:** $6850.00

AirPlus Heating & Cooling is authorized to do work as outlined above:

Authorized Purchaser: [Signature]
Company Officer: Darren Barnes [Signature] Date: January 21, 2019
Terms and Conditions of the Contract:
1. The Contract is not assignable nor is the performance of the duties hereunder delegable without the express written consent of the Contractor. Owners acknowledge that no agent, representative or employee of the Contractor has any authority to bind the Seller to any representation, promise or warranty concerning any of the work to be performed hereunder, and unless the representation, promise or warranty is specifically set forth in this Agreement, it does not form a basis of this Contract and shall not be enforceable against the Seller. Owner acknowledges that such representations, promises or warranties maybe reasonably relied upon by owner as an inducement to enter into this Contract unless they as specifically set forth in writing, and signed by both parties.

2. Dimensions, amounts of material and costs thereof, may vary depending upon the design, landscape, terrain and location of the project. This description is not intended to be a final, detailed rendition of the plans for installation of the project, but is only intended as a general description of the type of installation AirPlus Heating & Cooling renders to its customers.

3. This time period is subject to change due to inclement weather, illness, acts of God, by changes ordered in the work or by labor disputes, fire, unusual delay in deliveries, or other unforeseen circumstances which are not directly caused by AirPlus Heating & Cooling, included but not limited to failure of owner to respond to requests from representatives of AirPlus Heating & Cooling or delays caused due to work being completed on other jobs being performed by AirPlus Heating & Cooling prior to or contemporaneous with owner’s job. Such delays shall not constitute an abandonment, and the time of such delay shall not be included in the time frame for payment or performance. An agent of AirPlus Heating & Cooling will notify the owner of any significant delays, and both parties will agree to a reasonable extension of the Contract.

4. If owner alters the plans presented to it by AirPlus Heating & Cooling, additional costs within AirPlus Heating & Cooling may be assessed in order to complete the job. All changes will be written formally on an Additional Work Authorization.

5. If after this executed Contract work has commenced, the Contractor discovers unanticipated site conditions that will increase the cost to complete this executed Contract, the owner agrees that all additional work not covered specifically by this Contract will be the sole responsibility of the owner and all additional costs will be paid to the Contractor upon completion of the job or installed equipment is in place.

6. We request a deposit before any work will be performed on the job. The balance is due upon substantial completion of the job. AirPlus Heating & Cooling reserves the right to automatically terminate this Agreement for nonpayment of fees and costs by the owner. By signing this Agreement, the owner understands that final payment is due immediately and is not to be withheld due to any governmental action or inspections. The owner further agrees that if the payment is not made at the time of completion of the job, the owner’s account shall be considered past due, after which a service charge of one and half percent (1.5%) per month, for corresponding annual percentage of eighteen percent (18%), will be added to any outstanding balance that is thirty (30) days or more overdue. In the event AirPlus Heating & Cooling is required to employ services of any attorney or collection agency to recover fees due from the owner, the owner will be responsible for the payment of all costs of the suit and reasonable attorney’s fees. The owner hereby consents to personal jurisdiction in Virginia with exclusive venue in the circuit and General District Courts for Fairfax County.

7. We are fully insured for liability during proposed work, however AirPlus Heating & Cooling shall not be responsible for the negligent or intentional acts or actions of the owners which may result in an injury to the owner or its invitees during proposed work resulting from failure of the owner to ensure his/her own safety and the safety of others in the vicinity of the construction site. It is the owner’s responsibility to protect themselves and others against all accidents, damage or injuries after the project is completed.

8. The Contractor needs clear access to electric, water, and toilet facilities.

9. This Agreement supersedes all agreements previously made between parties. There are no other understandings or arrangements.

10. This Agreement shall be binding upon the heirs, successors, personal representatives, and assignees of the parties.

11. This Agreement shall be governed in accordance with the laws of the State of Virginia. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by a writing signed by the party against whom such amendment, waiver, change, modification, extension or rescission is sought. Please execute this Agreement below as indicated and return the original to AirPlus Heating & Cooling. Upon receipt of the original Agreement along with the deposit for the job, AirPlus Heating & Cooling will begin work on the job. If AirPlus Heating & Cooling does not receive the originally executed Agreement and the deposit with 5 days of the date of this agreement, we will assume that the owner does not wish to use the services of AirPlus Heating & Cooling.

12. Other than written statements, all performed work carries manufacturer’s warranty and 1-year labor warranty from AirPlus Heating & Cooling.

13. The owner may cancel this transaction at any time prior to midnight third business day after the date of this transaction. At the time of signing this Contract the owner was orally informed of his right to cancel. Owner’s/ Agents signature Date 1/22/99

AirPlus Heating & Cooling

7200 C Telegraph Square Drive • Lorton, VA 22150 Tel: 703-451-0001 Fax: 703-451-0004

Class A Contractors License # 2705-157063 / Master Licensed HVAC, Electric, Plumbing, Gas Fitter

Page 2 of 2
Next Board Meeting: Tuesday, February 26, 2019

Alexandria Police Liaison: Lt. Matthew Weinert and Sergeant. Sean Casey with Alexandria Sheriff’s Department.

Monthly Financial Report: The November Financial report will be provided in the board package. Information has been sent to Jeff Gathers and FAC. At the time of this writing, management is waiting on year end financials.

Lancaster Landscaping: Regular scheduled weekly meetings are being held with Management. The first snow storm (Gia) hit our area January 12-13 and Management kept in contact with Lancaster during the storm and sent out communications to the community via email blasts.

John Ticer Gazebo: The concrete columns are now scheduled to arrive February 1st and the contractor will rent the crane and complete the project.

Cameron Club – Alberto has been touching up paint throughout the Cameron Club, changing out light bulbs, and made several repairs to the leaking bathroom/locker room faucets.

ProFit: Full monthly report will be discussed at the Board meeting by ProFit.

Staff: The monthly CMC Manager Meeting are held the first Wednesday of every month and the Assistant CMC Managers meeting are quarterly at the CMC corporate office.

- Both Deirdre and I continue to prepare the committee packets each month and attend several committee meetings monthly.
- Manager to attend CAC and FAC meetings.
- Management sent out the RFP for the basketball court floor replacement.
- Management sent out the RFP for a new roof top HVAC system that operates for the fitness center.
- Management relocated the events closet to downstairs closet located in the GR and re-arrange it. The old events closet is now storage for management.