CAMERON STATION COMMUNITY ASSOCIATION

BOARD OF DIRECTORS

ZOOM MEETING DRAFT AGENDA

September 28, 2021 - 7:00 P.M.

Until approved at the meeting, this draft agenda is subject to change

Link: https://zoom.us/j/97385179058?pwd=TUg1V1IvM011VStJS2k5b3NEL0IRUT09

Meeting Number (access code): 973 8517 9058

Meeting Password: 319862

Join by phone: 301-715-8592 US (Washington DC)

Per the Policy Resolution effective 2/25/20 ("Policy for Recording of Open Meetings of the Association, Board of Directors, and Committees"), a member of the Association has provided advance notice that they intend to video and/or audio record some or all the open portions of the meeting of the Board of Directors.

I.	CALL TO ORDER	7:00 P.M.
II.	APPROVAL OF AGENDA	
III.	APPROVAL OF MINUTES – August 31, 2021, and September 16, 2021	
IV.	SGT. LION – CITY OF ALEXANDRIA	7:05 P.M.
V.	ARTHUR IMPASTATO - CAMERON STATION CIVIC ASSOCIATION	
VI.	HEARING – Acct #9505	7:10 P.M.
VII.	HOMEOWNERS' FORUM	7:15 P.M.
VIII.	TREASURER'S REPORT	7:25 P.M.
IX.	COMMITTEE REPORTS (FAC, ARC, CCFC, ComCom, CAC, A&E)	7:30 P.M.
X.	MATTERS FOR BOARD DECISION	7:45 P.M.
	1. Ad-Hoc Paving Committee Member Appointment	
	2. ARC Committee Member Appointment	
	3. CAC Chair Appointment	
	4. Board Liaison Appointments: CCFC & A&E	

- 5. Parking Enforcement
- 6. Turf Restoration Proposal
- 7. Fall Flower Rotation Proposal
- 8. Lancaster Snow Removal 2021-2022 Proposal
- 9. Border Fence Proposal
- 10. Dissolution of the Executive Committee of the Board
- 11. Annual Meeting Plan
- 12. Admin Resolution 21-10 for Board Meetings

XI. MATTERS FOR BOARD DISCUSSION/INFORMATION

8:45 P.M.

- 1. Declaration Amendments
- 2. DMS Revisions
- 3. Management Report
 - Mark Pillow and Volunteer Awards
 - Action Item list

XII. **NEW BUSINESS** XIII.

8:55 P.M.

EXECUTIVE SESSION 9:00 P.M.

For the purposes of consulting with legal counsel on pending legal matters, collections, and violations.

- 1. Hearing Acct #9505
- 2. Request for Escrow Acct #9676

XVI: **ADJOURN** 9:30 P.M.

*Noted times above are only intended to serve as a guide and may be subject to change without notice depending upon length of conversation by Board members.

Prepared by: Jennifer Gilmore, CMCA, AMS, PCAM (On Site Community Manager – CAMP, LLC) & Toni Mancinelli (Asst. Community Manager)

NOTICE: This meeting was held by virtual video conference and in-person.

BOARD MEMBERS PRESENT:

Michael Johnson, Vice President Joan Lampe, Treasurer Andrew Hill, Secretary Megan Christensen, Director Greg Hillson, Director

BOARD MEMBERS ABSENT:

Sarah Walsh, President

OTHERS PRESENT:

Heather Graham, CMCA®, PCAM®, Executive Vice President of Community Association Management Professionals (CAMP)
Jennifer Gilmore, CMCA®, PCAM®, On-Site Community Manager
Toni Mancinelli, On-Site Assistant Community Manager
Juana Michel, Recording Secretary

CALL TO ORDER:

Mr. Johnson called the meeting to order at 7:02 pm.

APPROVAL OF AGENDA:

Amendments to the Agenda:

• Ms. Christensen requested 'Food Bank Donations' be added underneath Board Discussion.

Motion: Ms. Lampe moved and Mr. Hill seconded to approve the agenda with the suggested amendment.

The motion passed unanimously 5/0.

APPROVAL OF MINUTES:

Motion: Ms. Christensen moved and Mr. Hill seconded to approve the July 27, 2021, Board of Director meeting minutes as submitted by Mr. Hill.

Following discussion, the motion passed, 4/1.

In Favor: Mr. Johnson, Ms. Lampe, Mr. Hill, and Ms. Christensen.

Against: Mr. Hillson

ALEXANDRIA HEALTH DEPARTMENT - NATALIE TALIS:

Natalie Talis presented data depicting the current high-level transmission numbers of COVID-19 in Alexandria. She reported that there has been a sharp increase in the past month due to the Delta variant.

She noted that hospital capacity is still at a manageable level due to the area's high vaccination rate. Guidance and actions were provided on how to deal with this increase in cases, with resources available.

CITY OF ALEXANDRIA – SGT. LION:

Sgt. Lion was unable to attend but provided data to Management prior to the meeting.

CAMERON STATION CIVIC ASSOCIATION- ARTHUR IMPASTATO:

Mr. Impastato reported on the following three topics:

- 1. Landmark Redevelopment: The project was approved by the City, and construction is set to begin as early as 2023, with buildings up by 2025.
- **2. Alexandria City Manager:** Mark Jinks, the current manager, will retire at the end of 2021. The new manager will be announced in late October/early November.
- **3. E-Scooters:** The topic is to be brought to City Council this October, with special attention to parking and proper measures for storage.

RESIDENT APPEAL OF ARC DECISION:

Resident, Elliot Waters, presented his appeal of the Architectural Review Committee's decision to deny his request to remove a nuisance tree from his property and not plant a replacement tree. He stated the reason for his removal request and gave some background on how the tree came to be there and the issues the tree has caused since.

Note: A point of order was raised questioning the time limit given for a residential appeal. The Board Vice President, acting as Chair for this meeting, indicated that an adequate amount of time was given to the resident for their appeal. The Board Vice President's decision was appealed, and a motion was made to remove the time limit. Another point of order was raised that a second was needed before any discussion or vote could occur. The Board Vice President noted that a second was required as we have historically followed the regular Robert's Rules.

No second was made, and the appeal failed.

HOMEOWNERS' FORUM:

Resident, Catalina Achim, voiced her concerns with the trash and recycling services at Carlton Place Condominiums. Ms. Achim noted the inconsistent service and requested clarification of contractual agreements.

Resident, Mr. Waters, requested the Board consider his suggested DMS revisions (i.e., nuisance trees, care/maintenance of storm drains, and properly documenting/storing individual homeowner maintenance/replacement/repair files) when the final version is being voted on. Mr. Waters also requested the establishment of written protocols for conducting hearings.

TREASURER'S REPORT:

Joan Lampe delivered the following report to the Board:

- \$3.8M in cash and investments, including the Reserves and Operating Funds
- For the month of July, the Association continues to be ahead of budget assessments and income accounts remain consistent with delinquencies below the industry average.
- Year-to-date expenses are favorable \$184K overall
- Reserves Study and 2022 budget draft are in process

COMMITTEE REPORTS:

1. Cameron Club Facilities Committee

Ray Celeste delivered the report and stated that attendance was up by 28 residents per day in July from June, and overall, for the month we had about 1,420 visitors. He also noted that class attendance is currently as expected.

2. Architectural Review Committee

Stephen Pearson delivered the report and stated that ten exterior modification applications were processed last month, and the committee is currently working on three emergency roof applications. He noted that security contractors are set to be interviewed at the committee's September meeting. He also noted the committee member appointment for the Board's consideration at this meeting. He stated that the remaining member position will be voted upon by the committee at their September meeting.

3. Common Area Committee

Chris Alex reported that nothing is pressing from the committee.

4. Financial Advisory Committee

Takis Taousakis delivered the report and stated that the overall budget is projected to end well for this year. He also noted the actual vs. budget overall looks good although more purchases are expected to be made before final numbers are projected.

5. Activities and Social Events Committee

Andy Yang delivered the report, including the attendance of the August Pool Party and urged for more volunteers for future events. He also mentioned that the fall Yard Sale is expected to be on September 18, 2021.

6. Communications Committee

Pat Sugrue delivered the report and noted that 33 residents were welcomed this month, with 130 new residents so far for the year. She reported that the photography subcommittee has been taking photos and also provided information on the upcoming issue of *The Compass*. She stated that the website update project is still ongoing and logistic numbers have been requested for tracking the activity of the Association's social media pages.

MATTERS FOR BOARD DECISION:

1. Ad-Hoc Paving Committee Chair Appointment

Motion: Ms. Christensen moved and Ms. Lampe seconded to approve Jeremy Drislane as the Ad-Hoc Paving Committee Chair.

The motion passed 4/0/1.

In Favor: Mr. Johnson, Ms. Lampe, Mr. Hill, and Ms. Christensen.

Abstain: Mr. Hillson

2. A&E Committee Member Appointments

Motion: Mr. Hill moved and Ms. Christensen seconded to approve Christina Damhuis and James Hodges to the Activities and Events Committee.

The motion passed unanimously 5/0.

3. ARC Committee Member Appointment

Motion: Mr. Hill moved and Ms. Christensen seconded to approve Mara Fliat Francis to the Architectural Review Committee.

The motion passed unanimously 5/0.

4. CAC Erosion Proposal – 273 Murtha St.

Motion: Mr. Hill moved and Ms. Lampe seconded to approve the Lancaster Proposal in the amount of \$3,570.00 to regrade and create a shallow swale to direct water to storm drain. This would be funded from the Reserves.

Following discussion regarding why this and similar projects have not been bid out, which was raised by Mr. Hillson, the motion passed unanimously 5/0.

5. CAC Erosion Proposal – Medlock/Murtha Common Area

Motion: Mr. Hill moved and Ms. Lampe seconded to approve the Lancaster Proposal in the amount of \$6,675 to regrade eroded areas near storm drain to create (2) swales to direct water to the storm drain. This would be funded from the Reserves.

Following discussion regarding the proposed labor costs in the proposal, which was raised by Mr. Johnson, the motion passed unanimously 5/0.

6. CAC Gardner Gate Replacement Proposal

Motion: Mr. Hill moved and Ms. Lampe seconded to approve the proposal from TYL in the amount of \$2,698.57 for the installation of a replacement gate located by Gardner Drive on Duke Street from the Reserves.

The motion passed unanimously 5/0.

7. GRS Firewall/Network Proposals

Motion: Mr. Hill moved and Ms. Lampe seconded to approve the Firewall replacement proposal with the 3yr warranty for \$2,097 and the WiFi Network proposal with the 3 year license for \$7,000. for a total of \$9.097 to be funded from the Reserves.

Following discussion regarding the necessity of this project, which was raised by Mr. Hillson, the motion passed unanimously 5/0.

8. Annual Meeting – Survey and Ballot Election Proposal

Motion: Mr. Hill moved and Ms. Lampe seconded to approve the proposal submitted by Survey and Ballot in the amount of \$5,732 to be taken from the Annual Meeting Expense line item plus any additional printing costs for the inclusion of the Candidate Statements.

Discussion: CAMP mentioned they had Survey and Ballot include within their proposal an allowance for the proposed Declaration Amendment of 3 pages. CAMP reached out to an outside printing service, GAM, and noted it would be cheaper to have them print and mail out the attachments instead. Mr. Hillson asked to what extent we need to finalize what will be in the ballot, specifically surrounding a non-binding vote on the budget, before sending out to residents. CAMP indicated this motion is simply to employ Survey and Ballot's services, and the Board will receive a draft of the materials to be sent at a later date.

Amended Motion: Mr. Hill moved and Ms. Lampe seconded to approve the amount of \$3,686. **The amended motion passed unanimously, 5/0.**

9. Helmuth Pocket Park Basketball Hoop

Motion: Mr. Hill moved and Ms. Christensen seconded to remove the basketball hoop from the common area in the Helmuth Pocket Park.

Following discussion, the motion passed, 4/1.

In Favor: Mr. Johnson, Ms. Lampe, Mr. Hill, and Ms. Christensen

Against: Mr. Hillson

10. Common Area Owner Enhancement Request

Motion: Mr. Hill moved and Ms. Lampe seconded to approve the application for common area enhancement plan as submitted from 5228 Tancreti Ln.

The motion passed unanimously, 5/0

MATTERS FOR BOARD DISCUSSION:

1. Administrative Resolution for Board Meetings

Mr. Hill discussed the Administrative Resolution in the Board packet and the need to outline the formal and informal procedures outlined in Robert's Rules the Board shall follow, going forward

Motion: Mr. Hill moved to approve the Admin Resolution as presented.

No second was made and the motion failed.

Mr. Johnson stated as no second tonight, we could put on the September Board meeting agenda, which would give everyone time to digest and see if there are any additional informal procedures we would like to follow.

2. Consideration of an Emergency Texting System

Ms. Christensen inquired on behalf of the Communications Committee regarding exploring the use of an emergency text system to further communicate with residents. There was a

consensus of the Board for the Communications Committee to explore potential options and report back.

3. Food Bank Donations

Ms. Christensen inquired about the continuation of the food bank donations, since the original resident collecting the donations is moving. After some discussion of placement and other local organizations to take donations, it was determined to explore additional options or proposals.

MATTERS FOR BOARD INFORMATION:

Management Report

- **1. Asphalt Update:** Ms. Gilmore provided an update on the paving project and evaluation, with breaking ground to be expected in Spring 2022.
- **2. Border Fence:** A section behind Woodland Hall and Pocosin Ln., has been replaced, with talks for further repair to be discussed at the next Common Area meeting.
- **3. The Action Item List:** ProFit July Report and Fleet Shuttle Ridership Report were presented as submitted in the Board package.

NEW BUSINESS:

Motion: Mr. Hillson moved that the Board clarify that meals for contractors and vendors are not a budgeted item, and therefore pursuant to Resolution 21-03, the Board President must authorize the use of HOA funds for any such meals, and provide written notification to the other members of the Board within twenty-four hours of authorizing the expenditure.

Note: A point of order was raised that no second is required under New Business. The Board Vice President, acting as Chair for this meeting, indicated that discussion does not require a second. However, to vote on the matter a second was required.

Following discussion, as no second was made, the motion failed.

EXECUTIVE SESSION:

Motion: Mr. Hill moved and Ms. Lampe seconded to enter an executive session for the purposes of consulting with legal counsel on pending legal issues.

The motion passed unanimously 5/0, and the meeting was convened into executive session at 9:34 pm.

Motion: Mr. Hill moved and Ms. Lampe seconded to exit the executive session meeting. The motion passed unanimously 5/0, and the meeting was reconvened back into open session at 10:38 pm.

OPEN SESSION:

Motion: Mr. Hill moved and Ms. Christensen seconded to deny the request for waiver of legal and administrative fees, but approve the waiver of the late fees for account 9182.

The motion passed unanimously, 5/0.

Motion: Mr. Hill moved and Ms. Lampe seconded to suspend enforcement of flags until the Design and Maintenance Standards (DMS) and Declaration revisions have been finalized and voted on, as required for each.

The motion passed, 4/1.

In Favor: Mr. Johnson, Ms. Lampe, Mr. Hill, and Ms. Christensen

Against: Mr. Hillson

Motion: Mr. Hill moved and Ms. Lampe seconded to approve the appeal of ARC decision for account 9401.

The motion passed, 4/0/1.

In Favor: Mr. Johnson, Ms. Lampe, Mr. Hill, and Ms. Christensen

Abstain: Mr. Hillson

Motion: Ms. Lampe moved and Mr. Hill seconded to authorize counsel to proceed with the non-judicial foreclosure for account 9583.

The motion passed unanimously, 5/0.

Motion: Mr. Hillson moved and Mr. Hill seconded to reimburse account 8905 in full for storage expenses and associated costs.

The motion passed, 4/1.

In Favor: Mr. Johnson, Mr. Hillson, Mr. Hill, and Ms. Christensen

Against: Ms. Lampe

ADJOURNMENT:

Motion: Ms. Christensen moved and Mr. Hill seconded to adjourn the meeting. **The motion passed unanimously 5/0**, and the meeting was adjourned at 10:44 pm.

Respectfully Submitted,

Juana Michel, Recording Secretary imichel@gocampmgmt.com

MINUTES CAMERON STATION COMMUNITY ASSOCIATION SPECIAL BOARD OF DIRECTORS MEETING SEPTEMBER 16, 2021

NOTICE: This meeting was held by virtual video conference.

BOARD MEMBERS PRESENT:

Sarah Walsh, President Michael Johnson, Vice President Joan Lampe, Treasurer Andrew Hill, Secretary Megan Christensen, Director Greg Hillson, Director

OTHERS PRESENT:

Jennifer Gilmore, CMCA®, PCAM®, On-Site Community Manager Todd Sinkins, Legal Counsel Juana Michel, Recording Secretary Brendan Hanlon, Resident and Board of Directors Candidate

CALL TO ORDER:

Ms. Walsh called the meeting to order at 7:00 pm.

APPROVAL OF AGENDA:

Motion: Ms. Christensen moved and Ms. Lampe seconded to approve the agenda as presented. **The motion passed unanimously 6/0**.

HOMEOWNERS' FORUM:

Resident, Brendan Hanlon, presented his candidate application to be considered as a Board Director. He briefly explained his experience as a resident and in other committees and expressed his desire to serve more.

MATTERS FOR BOARD DECISION:

1. Board Member Appointment

Motion: Mr. Johnson moved and Ms. Christensen seconded to approve Brendan Hanlon to the Board, to serve the remainder of Ernest Cage's term.

The motion passed 5/0/1.

In Favor: Ms. Walsh, Mr. Johnson, Mr. Hill, Ms. Lampe, and Ms. Christensen

Abstain: Mr. Hillson

2. DMS Revisions

Motion: Ms. Lampe moved and Mr. Hill seconded to approve the DMS Revisions as provided by the attorney and amended by the ARC.

MINUTES CAMERON STATION COMMUNITY ASSOCIATION SPECIAL BOARD OF DIRECTORS MEETING SEPTEMBER 16, 2021

Discussion: Mr. Hillson moved to amend the motion to accept the proposed amendments in the DMS as approved by the ARC, but to replace all language in the Signs section of the DMS Revisions with the current text in the Declaration (Section 7.17). Mr. Sinkins mentioned the language of the original motion was not accurate, therefore, Ms. Walsh called for a new motion.

New Motion: Ms. Lampe moved and Ms. Christensen seconded to amend the original motion, to approve the DMS revisions as presented in the Board packet.

Discussion: Mr. Hillson moved to amend the last motion, to accept DMS Revisions as presented in the Board package, but also to replace the Signs portion with the current text in Section 7.17 of the Declaration as approved by the ARC in June 2021. Mr. Sinkins clarified that if the amendments to the Declaration do not pass, he'll have recommendations for further edits to the DMS.

Note: A point of order was raised that the original motion is out of order, because the current revisions to be voted on conflict with the Declaration. The Board's President indicated that we're planning on discussing the Declaration changes during Executive Session, so it is not out of order. The President's decision was appealed, and a motion was made.

No second was made, and the appeal failed.

The new motion as presented by Ms. Lampe passed 5/1/1.

In Favor: Ms. Walsh, Mr. Johnson, Mr. Hill, Ms. Lampe, and Ms. Christensen.

Against: Mr. Hillson **Abstain:** Mr. Hanlon

EXECUTIVE SESSION:

Motion: Mr. Johnson moved and Ms. Christensen seconded to move the meeting into Executive Session for the purposes of consulting with legal counsel.

The motion passed unanimously, 7/0, and the meeting was moved into Executive Session at 7:34 pm.

Motion: Mr. Hanlon moved and Mr. Hill seconded to exit the executive session meeting. The motion passed unanimously, 7/0, and the meeting was reconvened back into open session at 8:18 pm.

Motion: Ms. Christensen moved to approve the revisions to the Declaration amendments as presented including the revisions discussed with legal counsel during executive session.

Amended Motion: Ms. Christensen amended her previous motion and Mr. Johnson seconded to approve the Declaration amendments as discussed in executive session with legal counsel and submit the changes to the Community for their vote at the Annual Meeting.

MINUTES CAMERON STATION COMMUNITY ASSOCIATION SPECIAL BOARD OF DIRECTORS MEETING SEPTEMBER 16, 2021

Discussion: A question was raised to Mr. Sinkins on whether a Board member can voice his opposition to the Declaration changes, if passed, to the Community. Mr. Sinkins clarified that all Board members are allowed to express their opinion on these proposed amendments, as long as they do not engage in behavior that would suggest impropriety or to miscast the intent behind this. Ms. Walsh also reminded the Board members that everyone should pay attention to what is stipulated in the Code of Conduct.

The amended motion passed, 5/1/1.

In Favor: Ms. Walsh, Mr. Johnson, Mr. Hill, Ms. Lampe, and Ms. Christensen

Against: Mr. Hillson **Abstained:** Mr. Hanlon

ADJOURNMENT:

Motion: Ms. Christensen moved and Mr. Hill seconded to adjourn the meeting. The motion passed unanimously, and the meeting adjourned at 8:36 pm.

Respectfully Submitted,

Juana Michel, Recording Secretary jmichel@gocampmgmt.com

CAMERON STATION COMMUNITY ASSOCIATION, INC. ARCHITECTURAL REVIEW COMMITTEE Tuesday August 10, 2021

The regularly scheduled monthly meeting of the Architectural Review Committee (ARC) for June was held on Tuesday 10 August, 2021 rescheduled from 3 June due to a lack of a quorum. The meeting was called to order at 7:01 p.m. by ARC Chair, Stephen Pearson, with a quorum present. The meeting was conducted via Zoom due to the COVID-19 social distancing guidelines.

ARC MEMBERS IN ATTENDANCE VIA ZOOM

Stephen Pearson- ARC Chair Craig Schuck- ARC Member Sharon Wilkinson – ARC Member Paula Caro – ARC Member Kevin Devaney – ARC Member

MEMBERS ABSENT

None

OTHERS IN ATTENDANCE VIA ZOOM

Cameron Station Residents Greg Hillson, Board Liaison Toni Mancinelli, On-Site Assistant Manger

APPROVE AGENDA

MOVE TO: "Approve the agenda as presented with the addition of the application for 129 Martin Lane."

Moved By: Sharon Wilkinson Seconded By: Kevin Devaney

For: All

Against: None
Absent: None
MOTION PASSED

RESIDENTS OPEN FORUM

Cameron Station residents have joined this zoom meeting to discuss the exterior modification applications that they submitted with the committee, but not to speak in the residents open forum. No comments were made at this forum.

REVIEW OF EXTERIOR MODIFICATION APPLICATIONS

App #	Address	Proposed Modification	ARC Action / Vote
21-100	271 Murtha St	Window Replacement	Approved as submitted with the stipulations: 1) that the homeowner install full screens and 2) the homeowner has 90 days to begin work Moved By: Paula Caro Seconded By: Craig Schuck For: All Against: None Absent: None MOTION PASSED
21-122	233 Somervelle St	Window Replacement	Approved as submitted with the stipulation that the windows are replaced like for like. Moved By: Craig Schuck Seconded By: Paula Caro For: All Against: None Absent: None MOTION PASSED
21-123	306 Cameron Station Blvd	Front Yard Landscaping	Approved with the stipulations: 1) The homeowner has 90 days to begin their work, and 2) the homeowner will submit a copy of their Plat to management. Moved By: Kevin Devaney Seconded By: Craig Schuck For: All Against: None Absent: None MOTION PASSED
21-124	5057 Kilburn St	Main Entrance Handrail Installation	Disapproved. Moved By: Paula Caro Seconded By: Sharon Wilkinson For: All Against: None Absent: None MOTION PASSED
21-125	491 Cameron Station Blvd	Window Replacement	This address is a condo and not under the authority of the ARC.
21-126	5112 O'Neill Ln	Garage Door Replacement	Approved as submitted. Moved By: Craig Schuck Seconded By: Sharon Wilkinson For: All Against: None Absent: None

			MOTION PASSED
21-127	5112 O'Neill Ln	Front Yard Landscaping	Approved as submitted. Moved By: Paula Caro Seconded By: Sharon Wilkinson For: All Against: None Absent: None MOTION PASSED
21-128	5112 O'Neill Ln	Roof Replacement	Return for more information: This address has a shared roof and requires their neighbors' permission as part of their application. Moved By: Sharon Wilkinson Seconded By: Craig Schuck For: All Against: None Absent: None MOTION PASSED
21-129	5050 Grimm Dr	Retroactive Deck Screen Installation	Disapproved. Moved By: Craig Schuck Seconded By: Paula Caro For: All Against: None Absent: None MOTION PASSED
21-130	5250 Bessley Pl	Light Fixture Replacement	Approved as submitted. Moved By: Craig Schuck Seconded By: Paula Caro For: All Against: None Absent: None MOTION PASSED
21-94	129 Martin Lane	Deck Construction	Approved as submitted with the stipulation that the deck's square footage will match the neighbor's decks. Moved By: Craig Schuck Seconded By: Paula Caro For: All Against: None Absent: None MOTION PASSED

MOVE TO: "Approve the ARC Meeting Minutes from 1 July Special Meeting as submitted."

Moved By: Craig Schuck Seconded By: Paula Caro For: All

Against: None
Abstain: None
MOTION PASSED

MOVE TO: "Approve the ARC Meeting Minutes from 8 July Meeting as submitted."

Moved By: Kevin Devaney Seconded By: Paula Caro

For: All

Against: None

Abstain: Craig Schuck
MOTION PASSED

MOVE TO: "Reappoint Sharon Wilkinson to the ARC for a term of two years."

Moved By: Kevin Devaney Seconded By: Craig Schuck

For: All

Against: None

Abstain: Sharon Wilkinson

MOTION PASSED

COMMITTEE MEMBER INTERVIEWS:

The ARC interviewed one additional candidate: Mr. Thomas Linton. There were two applicants who did not attend the meeting, Mr. Marshall Burke and Ms. Nicole Gauvin.

PARKING ENFORCEMENT PROPOSALS

The ARC reviewed four parking enforcement proposals from: Eagle Protection Services, National Security Service LLC, Planned Security Services Inc, and B&B Security Solutions. The ARC Chairman noticed that the two longest and most complete of the proposals (from Eagle and B&B Security) used this same paragraph: "Many of our competitors employ minimally screened and trained guards. Our approach involves a proactive theory of well-groomed, exceptionally trained, uniformed security guards. Our strategy entails several steps to mitigate the possibility and opportunity for theft of property, or injury to persons." The ARC Chairman then described his Google search for the same sentence and noted that he stopped counting after encountering at least 20 small security services using the exact same language. The ARC determined that the written proposals were not sufficient to make an informed decision about which company to hire for Cameron Station. The ARC requested that representatives attend their 7 September 2021 meeting for in-person interviews.

MATTERS FOR INFO/DISCUSSION/DECISION

Covenants Report – July 2021

 Annual Comprehensive Inspection: CAMP revealed to the ARC that their previous covenants administrator only completed about 10% of all property inspections. CAMP also reported that a new covenants administrator, Brandon Throckmorton would be joining CAMP in the near future.

- **Completed Resale Inspections:** There were 6 resale inspections completed during the period from June 22 July 27, 2021.
- Exterior Modification Applications Reviewed: There were 10 applications received and reviewed during the period from June 22 July 27, 2021.
- **Towing Report:** There was one vehicle towed in July.
- **Violation Letters Sent:** There were 68 violations reported/letters sent during the period from June 22 July 27, 2021.
- **Next Meeting Date:** The next meeting is scheduled for September 7, 2021. Applications are due by August 27, 2021.

Board Meeting Report

ARC Chairman reported on the 29 July Board meeting and the current status of the DMS revisions.

MOVE TO: "Convene into Executive Session 9:05 p.m."

Moved By: Craig Schuck

Seconded By: Sharon Wilkinson

For: All

Against: None Absent: None

MOTION PASSED

MOVE TO: "Exit Executive Session 9:07 p.m."

Moved By: Sharon Wilkinson Seconded By: Craig Schuck

For: All

Against: None Absent: None

MOTION PASSED

MOVE TO: "Appoint Mara Francis to the ARC for a term of two years."

Moved By: Kevin Devaney Seconded By: Sharon Wilkinson

For: All

Against: None Absent: None

MOTION PASSED

MOVE TO: "Appoint Paula Caro as ARC Vice-Chair for a term of six months."

Moved By: Sharon Wilkinson Seconded By: Kevin Devaney

For: All

Against: None

Abstain: Paula Caro MOTION PASSED

MOVE TO: "Adjourn the Meeting at 9:25p.m."

Moved By: Sharon Wilkinson Seconded By: Craig Schuck

For: All

Against: None Absent: None

MOTION PASSED

Minutes prepared by, Stephen Pearson, ARC Chair

MEETING MINUTES CAMERON CLUB FACILITIES COMMITTEE (CCFC) MEETING Thursday, August 12, 2021

The following individuals attended the meeting:

Dan Ogg, CCFC Vice Chair (via Zoom)
Tim Regan, CCFC Member (via Zoom)
Brendan Hanlon, CCFC Member (via Zoom)
Andrew Hill, Board Liaison to CCFC (via Zoom)
Jenn Gilmore, On-Site Manager, CAMP (via Zoom)

I. Call to Order/Establish Quorum

The Cameron Club Facilities Committee meeting was called to order by Dan Ogg at 7:09 p.m.

II. Approve the Agenda

Brendan Hanlon made a motion to approve the agenda, with an amendment to add a discussion about ProFIT and customer service under New Business. The motion was seconded by Tim Regan and it passed unanimously.

III. Approval of the Minutes from July's meeting

Brendan Hanlon moved to approve the minutes in the packet. It was seconded by Dan Ogg and passed unanimously.

IV. Homeowners' Forum

There were no outside homeowners present at the meeting.

V. Matters for Committee Discussion

1. 2022 Budget.

The Committee reviewed the 2021 CCFC Operating Budget, as agreed to by the BOD, included in the meeting packet. The Committee agreed to propose any changes for 2022 by August 20.

VI. Matters for Committee Information

1. Board Update

Andrew Hill gave the update from the BOD. The new water tank was approved. There were no other major issues pertaining to the CCFC in the meeting.

2. CAMP Management's Report

Jenn Gilmore presented the CAMP report. All of the equipment for the HVAC replacement has been ordered and the project is anticipated to start soon.

i Locker Room Renovation Project

CAMP has met with 2 of 3 contractors for the locker room project. The final company expects to be out by the end of August. Due to a backlog of work from each vendor and the current shipping delays for materials, the project could take longer than expected, but should be completed by the 2022 pool season.

ii Project Timeline

The Committee reviewed the action items and pending tasks. Due to the placement of the crane, CAMP hopes to time HVAC replacement with the end of pool season.

iii Action Item List/Pending Tasks

The Committee reviewed the Action item list. The leaking in the fitness center will be remedied with the replacement of HVAC. At that point they will be able to fix any other condensation issues. The badging and reservation system has become more of a priority for replacement.

3. Finance Update

The Committee reviewed the finance updates. No concerns were noted.

VII. ProFIT Report

1. July Summary Report

Usage increased July over June. ProFIT reports that all gym equipment is operational and Heartline completed preventative maintenance. There are now 10 classes offered.

VIII. New Business

- **1. Reminder Upcoming Meeting** The next meeting will be Thursday, September 9, 2021, at 7:00 pm.
- **2. Fitness Center Communications** the CCFC wants to see more communication from ProFIT about any issues in the fitness center. For example, if a piece of equipment is broken, a sign should be made detailing the problem and when it is expected to be fixed. CAMP agreed to discuss service issues with the vendors.

IX. Adjournment

Brendan Hanlon moved that the Committee adjourn the meeting. Tim Regan seconded the motion and it passed unanimously. The meeting ended at 7:43 pm.

MINUTES CAMERON STATION COMMUNITY ASSOCIATION COMMUNICATIONS COMMITTEE MEETING August 11, 2021

The meeting was conducted by Zoom as the Committee's preference was to continue to use Zoom, rather than in-person meetings, because of ongoing COVID concerns.

COMMITTEE MEMBERS PRESENT:

Tricia Hemel—Chair Christine Fisher—Newsletter Editor Lenore Marema Gwen Toops

COMMITTEE MEMBERS ABSENT:

Susan Klejst Linda Taousakis Jenny Patenaude

ALSO PRESENT:

Megan Christensen - Board Liaison Jennifer Gilmore - Community Manager Pat Sugrue - Newsletter Subcommittee

CALL TO ORDER

Motion: Tricia Hemel called the meeting to order at 7:04 pm. A quorum was present.

I. APPROVAL OF AGENDA

On a Motion, Moved and Seconded, the agenda was approved.

II. APPROVAL OF MINUTES

On a Motion, Moved and Seconded, the minutes from the Committee's July 14, 2021, meeting were approved.

III. RESIDENT OPEN FORUM

No residents were in attendance.

IV. ITEMS FOR RECOMMENDATION:

None.

V. MATTERS FOR COMMITTEE INFORMATION

Management Report: CAMP requested more detail from GAM about the costs of producing *The Compass*. While GAM gave the price per page for edits, the Committee wants information from GAM regarding the specific actions that drive up the cost.

Board Update: Megan Christensen reported that the Board discussed updates to the Association's website at the July meeting and indicated interest in including interactive features, including voting options. The Board plans to have voting at the Annual Meeting done electronically again this year. The Board is also due to revisit the Association's social media, whether to continue the contract with New

MINUTES CAMERON STATION COMMUNITY ASSOCIATION COMMUNICATIONS COMMITTEE MEETING August 11, 2021

Media Horizons, and whether to turn on the ability for residents to comment on the Association's social media pages. Recognizing that residents may not fully use the HOA social media if it is not interactive, the Committee, after discussion, concluded that it would be in a better position to make a recommendation to the Board in September. The Committee is not yet satisfied that we have the right content, presentation, and timeliness on our social media, and believes that these concerns should be the focus right now. New Media Horizons will be invited to join the next Communications Committee meeting for further discussion.

Committee Business

Newsletter Subcommittee: The next edition of *The Compass* is underway and articles are due on August 25. A request for more writers will be placed in the Weekly Email Blast.

Weekly Email Blast: The Committee discussed new ways to highlight the need for new committee members. Creating a flyer with graphics was one suggestion. Using a video about the committee and its work also was suggested.

Welcome Subcommittee: There are 33 news residents who will need to be contacted.

Social Media: Jenny Patenaude is working with our Board Liaison, Committee Chair, and CAMP on the performance of New Media Hortons per its job description and terms of its contract.

Website: The Committee approved Gwen Toops as the point person for the Committee for the update of the Cameron Station website.

Photography Subcommittee: Assignments were made for recent events in the community, and a request for photos at the Pool Party will be sent to our photographers. Pat Sugrue reminded the Committee that we still need to print and display new photographs in the clubhouse (to replace the framed ones currently on the walls), which project was delayed at the start of the pandemic when the Cameron Club closed.

Bulletin Boards and Signage: no report

Marketing & Public Relations: no report

Budget: Tricia Hemel asked Committee members for their suggestions for the 2022 budget.

VI. OLD BUSINESS

The SOP Manual still needs to be updated.

VII. NEW BUSINESS

Rebecca Pipkins will no longer be collecting and bringing food to the food bank in Arlington as of September 2. At its next meeting, the Board will discuss ways to continue this project.

Next Board Meeting—August 31 Next Committee—September 8

MINUTES CAMERON STATION COMMUNITY ASSOCIATION COMMUNICATIONS COMMITTEE MEETING August 11, 2021

VIII. ADJOURNMENT

IX. Tricia Hemel adjourned the meeting at 8:28 pm.

Respectfully Submitted, Lenore Marema

MEETING MINUTES

CAMERON STATION COMMUNITY ASSOCIATION, INC.

COMMON AREA COMMITTEE

Monday, August 9, 2021

The meeting was called to order at 7 p.m. by Robert Burns with attendees participating in person through Zoom.

Members present: Robert Burns, CAC Chairman Kathy McCollom, CAC Vice Chairman

Linda Greenberg, CAC Secretary Mindy Lyle, CAC member

Chris Alex, CAC member Kyle Gerron, CAC member

Colby Hostetler, CAC non-voting member Don Williams, CAC member

Not present: Michael Johnson, board liaison

Others in attendance:

Jenn Gilmore, General Manager, Toni Manchinelli, Assistant Manager, CAMP

Martha Romans, CAC applicant

Motion to Approve Agenda

Moved by McCollom

Seconded by Greenberg

For: All

Against: None

Motion passed.

Welcome: Burns welcomed Don Williams to the board.

Motion to Approve Minutes from May 10, 2020

Moved by Lyle

Seconded by McCollom

For: All

Against: None

Motion passed.

Homeowners Forum: No residents.

Proposal Considerations: The CAC reviews the CS budget for each proposal to ensure adequate funding for its costs prior to a final vote and/or to determine whether to table the proposal.

MATTERS FOR COMMITTEE RECOMMENDATION:

Motion to drain and control erosion in common area behind 235-247 Medlock-Murtha. Budget Line Reserves. No. 31149 Total Cost \$6,675.

Create 2 swales 30 x 3' and 70 x 3' to direct water flow to storm drain in common area. At swale install 5-9" river stone and install West Virginia fieldstone around storm drain to direct water flow onto storm drain and prevent erosion. Materials: 3 pallets of West Virginia fieldstone @ \$795 for \$2,385 and 2 tons of 5-9" river stone @ \$495 for \$990. Labor \$3,300. Total cost: \$6,675.

Moved by Gerron

Seconded by McCollom

For: All

Against: None

Motion passed.

Motion to control erosion at rear of 271-277 Murtha. Budget Line Reserves. No. 31148. Total Cost \$3,570.

Regrade eroded area to create a shallow swale to direct water to existing storm drain to prevent further erosion. Materials: 2 pallets of West Virginia Fieldstone at \$795. Labor \$1,980. Total cost \$3,570.

Moved by Lyle

Seconded by McCollom

For: All

Against: None

Motion passed.

Motion to install a replacement gate in the fence along Duke Street near Gardner. Budget Line Reserves. Vendor TYL, Inc. Total Cost: \$2,698.57.

Two proposals received. TYL, Inc. chosen with the lower price. TYL will repair the mounts for the old gate and re-install it; reweld sections on gateway arch; install new lag Shield anchors in existing holes in brick columns; Install new decorative scroll missing on left side; paint weld repairs only flat black; and rehang gate with self-closing hinges for square posts. Manufacturer's warranty for materials and warranty for labor for 2 years.

Moved by McCollom

Seconded by Lyle

For: All

Against: None

Motion passed.

Motion to purchase outdoor furniture for the Bessley Place Pocket Park. Budget Line 6605. Total Cost: \$3,342.99. 9-piece teak finished set of polywood outdoor furniture, 8 chairs and one table. Cameron Station Board stipulated that the expenditure could not be greater than \$3,500.

Moved by Greenberg

Seconded by Lyle

For: All

Against: None

Motion passed.

Discussion of need to replace the perimeter fence along the west side of Cameron Station. Budget Line Reserves. CAMP will review the bids (3 received) and present the best option at the September meeting.

MATTERS FOR CAC ATTENTION

Holiday Lights: Hostetler investigated how CAC could enhance holiday look by lighting streets or areas of Cameron Station. She learned that lighting is beyond purview of residents and would require city approval. Lyle noted expense. Greenberg noted commercial association of additional lighting. Gilmore noted expense of setup and take down. McCollom suggested we focus on the gazebo, Duke Street entrance and a few other areas for holiday lighting. Alex

suggested a home decorating contest. Gerron will work with Hostetler to see if there are other options.

Additional Applicants: Board applications will be kept on file until there is an opening. The applicants will then be notified. At the same time, when there is a board opening, the position will be advertised.

MATTERS FOR COMMITTEE INFORMATION

Board Update: CAMP has been preparing the 2022 Budget. CAC input: Money to maintain Donovan fountain (Burns), line item for POO awards (Burns), replacement shrubs and trees (Lyle and Alex). Discussion of the expense of a tree survey. Gilmore explained that we will – with Lancaster's assistance – be able to update the last tree survey; it will not be a 2022 expense. In 2022 CAMP will focus on replacing worn out benches and signs throughout Cameron Station.

Gilmore noted that Ticer Park landscaping installation will take place in September. Also, Lancaster is going to spray to eliminate sedge. Residents will be notified in advance.

Gilmore hopes we will return to in person meetings in September.

NEW BUSINESS

Walk-through. Thursday, August 19, 2021, at 8:30, meet at Club House.

September Meeting. September 13, 2021, 7 pm.

The meeting adjourned at 8:02.

Linda Greenberg

MINUTES CAMERON STATION COMMUNITY ASSOCIATION **ACTIVITIES AND EVENTS MEETING** August 4, 2021

This meeting was held by electronic communication means of virtual video conference due to the 1 2 existence of a Virginia State of Emergency permitting public gatherings. 3 4

COMMITTEE MEMBERS PRESENT:

- 5 Andrew Yang___- Chair
- 6 Ritah Karera- Committee Member
- 7 Susan Smith_____- Committee Member
- 8 Mindy Dullea___ - Committee Member

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COMMITTEE MEMBERS ABSENT: none

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ALSO PRESENT: James Hodges

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CALL TO ORDER I.

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Motion: The meeting is called to order at 7:40 p.m.

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II. ITEMS FOR RECOMMENDATION:

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42 43 The Committee reviewed the information and raised the following questions:

- 1. Inducted new member James Hodges (Jimmy)
- 2. Fourth of July (Sunday, July 4, 10:30 AM 1PM)
 - a. Communicate Parade Location better (larger font in flyer?)
 - b. Communicate with Aaron Podolsky regarding start of parade to start on time, otherwise, large crowd starts gathering near starting location
 - c. Servers preferred if enough volunteers in the future due to serving size, cleanliness
 - d. Clubhouse location ok in the future, if additional activity for kids, use gazebo area
- 3. Yappy Hour (Wednesday, July 2, 6-8 PM)
 - a. Needed more volunteers or setup time, didn't need as much pizza, round tables, needed drinks on ice earlier
 - b. Would prefer Dog Show or Pet Day event instead of Pet of the Month idea, have not heard back from Posh Pets
 - c. Andy will check with CAMP regarding dog day at the pool on last day of pool opening
- 4. Pool Party (Saturday, August 14, noon − 3 PM)
 - a. Check id for blue meal ticket for Mission BBQ
 - b. Follow up with all vendors before the event
 - c. Ice Cream cart in kitchen until 1 PM to make 300 pieces last
 - d. Susan will post link to event and volunteers on facebook pages
 - e. Andy will check with Sarah/Nest regarding Irina Babb van
 - f. Anita's Ice truck may provide enough shade, allowing for drinks under tree/parking space
- g. Large blue cooler for water, smaller foam coolers labeled for juice, seltzer, soda, etc.
- h. Put some drinks in fridge night before event

MINUTES CAMERON STATION COMMUNITY ASSOCIATION ACTIVITIES AND EVENTS MEETING August 4, 2021

44	i. Susan will provide spray bottles for temporary tattoos				
45	j. Distribute remaining pool bags from closet				
46	k. Need to purchase more water/ice before the event				
47	5. Ice Cream Social (Sunday, July 22)				
48	a. Pending confirmation from Irina Babb				
49	b. Ask about more options for adults in future, if possible				
50	6. Ice Cream Social 2 (Friday, September 10)				
51	a. Deborah Fonseca other realtor suggested event				
52	7. Fall Yard Sale (Saturday, September 18, 8 AM - 1 PM)				
53	III. NEW BUSINESS				
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55	none				
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58	IV. ADJOURNMENT				
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60	Motion: Andy MOVED and Susan SECONDED to adjourn the				
61	meeting at 8:35pm. The motion passed unanimously and the meeting was adjourned.				
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65	Respectfully Submitted,				
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67	Andrew Yang_, Committee Chair				



Cameron Station Community Association, Inc. Board Decision Request September 28, 2021

TOPIC: AD-Hoc Paving Committee Appointment

Motion:

"I move to APPROVE appointing Davis Munoz to the Ad-Hoc Paving Committee.

2nd:

Summary:

In May, the Board approved the formation of an AD-Hoc Paving Committee. A call for volunteers for the Ad Hoc Paving Committee was sent out via the community email blasts and The Compass. The committee was fully appointed until a member resigned due to a work conflict. As a result, another call was sent out and David Munoz has volunteered to serve on this committee.

The Ad-Hoc Paving Committee Members are:

Jeremy Drislane, Chair. Dick Shea Joe Stern William Blumberg

CAMP Recommendation

Management recommends that the Board approves the appointment.





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: 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 Ad Hoc Paving Committee 2) Provide a brief statement describing your qualifications (you may attach any pertinent information): 3) State your reasons why you would like to join this committee:

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



Cameron Station Community Association, Inc. Board of Directors Decision Request September 28, 2021

TOPIC: ARC Committee Member Appointment

Motion:

"I move to APPROVE Thomas Linton to the Architectural Review Committee."

2nd:

Summary:

With the departure of Jeremy Drislane and Gayle Hathaway from the Architectural Review Committee, two openings have been announced in the weekly email blast:

Architectural Review Committee: Member Opening!

The Architectural Review Committee has one (1) opening! The ARC is needed for maintaining the overall architectural design of the community. Responsibilities include:

attending the monthly meetings held on the first Tuesday of every month;

reviewing Exterior Modification Applications for improvements and modifications to individual lots; and performing exterior lot inspections pertaining to those applications prior to each meeting as deemed necessary.

In addition to acting on applications for modifications or improvements, the ARC is expected to provide the Board of Directors with recommendations regarding:

revisions to the Design & Maintenance Standards (DMS); enforcement procedures for violations of the Covenants, Conditions & Restrictions as part of the Governing Documents for Cameron Station; due process procedures for hearings and appeals; and hearings and appeals relative to modifications, alterations, or use of the Property.

If you are interested in volunteering for this committee, please complete a Committee Member Registration Form, attached here. The form is also located on the Cameron Station website, at the Association office, or by request via email at covenants@cameronstation.org.

Mara Fliat Francis was appointed last month leaving one opening on ARC. Thomas Linton has submitted his application, attached for your review and has been interviewed by ARC. The Architectural Review Committee approved his appointment at their September monthly meeting.

CAMP Recommendation

Management recommends that the Board approve the appointment.







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:			
Home	Address:		
Email A	Address:		
Teleph	one Number:	(Cell)	(Home)
Condo	minium Owners please check the approprication Place Condominium Condominiums at Cameron Station Blvd Main Street Condominium Oakland Hall Condominium Residences at Cameron Station Woodland Hall Condominium Check the name of the Committee you was architectural Review Committee Activities & Events Planning Commit	vould like to join (please include	a 2 nd choice as well):
2)	 Common Area Committee Communications Committee Financial Advisory Committee Provide a brief statement describing you	ur qualifications (you may attach	any pertinent information):
3)	State your reasons why you would like t		any pertinent information).

Thank you for your time and interest.



Cameron Station Community Association, Inc. Board of Directors Decision Request September 28, 2021

TOPIC: CAC Chair Appointment

Motion:

"I move to APPROVE the appointment of Kathleen McCollom as Chairperson to the Common Area Committee."

2nd:

Summary:

It was announced at the Common Area Committee September meeting that Robert Burns will be stepping down as Chairperson to the committee, effective immediately as he is planning on moving out of the community. The Committee approved the appointment of the Vice Chair, Kathleen (Kathy) McCollom to the Chair position. Per the committee's charter (attached for your review), the Board will need to approve the Chair appointment.

CAMP Recommendation

Management does not have any issues with the appointment and recommends approval.



CAMERON STATION COMMUNITY ASSOCIATION ADMINISTRATIVE RESOLUTION NO. 22

COMMON AREA COMMITTEE CHARTER

WHEREAS, Article III, Section 3.4 of the Bylaws grants the Board of Directors all 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 the Project Documents require to be exercised and done by the Association's membership; and

WHEREAS, the Board of Directors deems it desirable to establish a committee of homeowners to advise the Board of Directors, in a reasonable and productive manner, on issues affecting common area services and maintenance (excepting the Cameron Club).

NOW THEREFORE, be it resolved that a Common Area Committee shall be established, and that the following procedures for this committee be adopted and implemented herewith:

A. <u>RESPONSIBILITIES</u>

The primary responsibility of the Common Area Committee is to advise the Board of Directors, in a reasonable and productive manner, on issues affecting common area services and maintenance (excepting the Cameron Club). In accomplishing this goal, the Board of Directors shall assign the committee with tasks from time to time that may include but not be limited to:

Providing the Board of Directors with recommendations regarding:

- Specifications and proposals for common area services and maintenance such as snow removal, trash collection, landscape maintenance, transportation services, etc.
- Policies governing the use of common area
- The annual budget for common area management, maintenance and enhancement

B. <u>ELIGIBILITY</u>

Committee candidates and members shall be property owners in good standing. Good standing shall be defined as the absence of any liens, privilege penalty, assessment delinquency, architectural or covenants violation, or pending legal action with the Cameron Station Community Association.

A member shall not serve on more than one committee at a time. There shall not be more than one member of a household serving on the same committee at the same time.

C. APPOINTMENT AND TERMS

Available committee seats will be advertised at least thirty days prior to appointment. Recruitment of candidates may be done through the newsletter, posting in the community center, announcement at the Annual Meeting, or by any other means deemed appropriate by the Board. The Board of Directors will strive to ensure that members from varying house types and locations within the association are represented on its committees.

Interested homeowners must submit a written request for appointment to the Community Manager. Committee members in good standing are eligible for reappointment.

The Board of Directors will announce committee appointments each year at the Annual Meeting for terms beginning in January of the following year. The Board of Directors may make additional appointments throughout the year if vacancies occur.

Committee terms will be staggered so that approximately one half of the committee positions will become available each year. In order to appropriately stagger committee terms, the Board shall initially appoint three members for a one-year term and four members for a two-year term. Thereafter, committee members will be appointed for two-year terms. Members appointed to fill vacancies that occur during the year shall serve for the remainder of the term of the committee member they are replacing.

D. <u>REMOVAL</u>

The Board of Directors may remove any committee member, including the chairperson, at any time.

The committee may make recommendations to the Board of Directors regarding the removal of committee members.

A committee member may be removed, upon written notice from the committee chairperson, for failure to attend three consecutive committee meetings without notice or explanation.

E. <u>ELECTION OF OFFICERS</u>

The Board shall appoint the Chairperson of the committee. In January of each year, members of the committee may make recommendations to the Board of Directors for the appointment of a Chairperson. Other officers of the committee may be elected by the committee membership. At a minimum, the committee shall elect a Secretary who shall be responsible for recording accurate minutes of the committee's meetings and submitting them to the Community Manager, in a timely manner, for inclusion in the monthly Board meeting package and for posting on the web site. Minutes shall include a record of the date, time and place of each meeting. Minutes shall also include a record of committee member attendance and all votes of the committee.

The Chairperson, or his or her designee, shall be responsible for chairing meetings of the committee. In addition, the Chairperson is responsible for responding in a timely manner to committee e-mail messages forwarded from the web site.

F. MEETINGS

Committee meetings shall be held in the community center or other recognized meeting place of the association. All committee meetings shall be open to the membership. In order for the membership to be reasonably informed of committee meetings, the committee Chairperson shall ensure that all regular committee meeting dates of the committee are listed in the newsletter, on the web site, posted in the community center and publicized through any other means of posting that the Board deems appropriate. If it is necessary for the committee to reschedule or cancel a meeting, the committee Chairperson shall notify the management staff at the earliest possible time so that the membership can be reasonably notified. The committee Chairperson shall be responsible for contacting the members of the committee regarding rescheduled or canceled meetings. "Special" meetings or rescheduled meetings may be scheduled by the Chairperson upon five business days posted notice stating the reason for the meeting.

The committee Chairperson shall designate a time period on each meeting agenda for resident input.

A majority of the members of the Committee must be present to convene a meeting or conduct formal voting procedures. The total number of committee members is seven (7). A majority of the members shall be four (4). A majority vote of members while a quorum is present shall constitute a decision of the committee. All voting shall be conducted in open session.

All committee meetings shall be conducted generally in accordance with Robert's Rules of Order.

G. <u>COMMUNICATIONS</u>

In the interest of ensuring strong communications between the Board of Directors and the Committee, it is expected that the committee Chairperson, or his or her designee, will attend each regularly scheduled business meeting of the Board of Directors. The committee representative will present committee recommendations, update the Board on the status of pending committee tasks, request assistance from the Board, as needed, and answer any questions the Board may have regarding committee assignments.

The committee is expected to maintain regular communications with the Board Liaison designated by the Board of Directors, if any, and with the Community Manager.

It is expected that the committee will provide accurate and timely information about its activities for publication in the newsletter, on the web site and other communication vehicles of the Association. It is the responsibility of the committee to ensure that this information is updated on a regular basis.

H. **SUB-COMMITTEES**

The committee may designate volunteer sub-committees to work on specific projects on behalf of, and at the direction of, the committee. Sub-committee volunteers are not voting members of the committee unless they have been appointed as such in accordance with Paragraphs B & C of this resolution.

RESOLUTION NO. 22, COMMON AREA COMMITTEE CHARTER, WAS DULY ADOPTED BY A UNANIMOUS VOTE AT THE MARCH 19, 2002 MEETING OF THE BOARD OF DIRECTORS.

Jim Duszynski, President



Cameron Station Community Association, Inc. Board of Directors Decision Request September 28, 2021

TOPIC: Board Liaison Appointments – CCFC and A&E

Motion:

"I move to APPROVE the appointment of Brendan Hanlon as liaison to the Cameron Club and Facilities Committee and Andrew Hill as liaison to the Activities and Events Committee." 2^{nd} .

Summary:

At the September 16, 2021 Special Board Meeting, the Board of Directors appointed Brendan Hanlon to the Board to replace Ernest Cage, who previously resigned. Mr. Cage was the Board liaison for the Activities and Events Committee and with his resignation, the liaison position was left open. It was suggested that Mr. Hanlon take over the liaison position to the Cameron Club Facilities Committee as he was a member of this committee and have e Andrew Hill (current liaison to CCFC) be re-appointed as Board Liaison to the Activities and Events Committee.

CAMP Recommendation

Management does not have any issues with the appointments and recommends approval.





Cameron Station Community Association, Inc. Board of Directors Decision Request September 28, 2021

TOPIC: Parking Enforcement

Motion:

"I move to approve B & B Security Solutions as the parking enforcement provider for a minimum of 24 hours of service per week, effective October 1, 2021."

2nd:

Summary:

As you may recall, bids were solicited from security companies for parking enforcement; however, the costs significantly exceeded the budgeted allocation. In addition, management followed upon on prior arrangements either through the police department (who no longer offers this service from off duty officers) or from a former employee who previously handled this responsibility, to no avail in either case. Managementalso attempted to recruit but no suitable candidates have been found given that it is limited and overnight hours. We also reached out to the Sherriff's department as it had been reported they could possibly perform these duties. They cannot.

Below is a comparative matrix for parking enforcement options that were presented to the Architectural Review Committee's consideration.

CONTRACTOR	Hourly Rate	Schedule & Times
Eagle Protection Services	\$34.25	3 days 24 hours – CSCA picks days 9PM-5AM
B & B Security Solutions	\$24.76	3 days 24 hours – CSCA picks days 9PM-5AM
		B&B confirms can be random days and times at 4 hour minimum up
		to 24 hours a week.

The 2021 budget included an allowance of \$19,000 which was estimated to include 33 hours per month at a rate of \$30 per hour based on proposals. If the Board were to implement this service beginning in October, the estimated year end costs would be approximately \$7,800.00 for 2021 (13 weeks, @\$25 hr x 24 hours week). The full amount for 52 weeks would be included in the 2022 budget. As the 2021 fiscal year is at slightly past the midyear mark, the full cost for this service would not be realized until 2022 and as noted above the remainder of the 2021 expense falls within the budgeted amount. Provided it is approved, the appropriate cost for this service will be budgeted for 2022 and beyond.

At their August meeting the ARC reviewed four (4) bids for parking enforcement. All four (4) proposals have been included for reference. After review, ARC selected two (2) firms to interview at their September meeting. Only one (1) firm was present for the interview. ARC interviewed B and B Security Solutions and approved their proposal for parking enforcement. Attached is a copy of the proposal for your consideration and the current Parking Enforcement Resolution - which would be the basis for enforcement - for your reference. Also







see the attached parking space maps, organized by phase. Please be advised that the noted parking spaces were physically audited and then checked against the CSCA site plans provided by the Attorney.

CAMP Recommendation:

Management recommends hiring B & B Security Solutions for parking enforcement services for the community.



Cameron Station Community Association, Inc. Policy Resolution 17-01 Parking Policy

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 Home Owner's Association ("HOA") in accordance with applicable law and the Project Documents, except for those matters which the applicable law or Project Documents require the HOA's membership to approve; and

WHEREAS, Article IV, Section 4.3 of the Declaration of Covenants, Conditions and Restrictions states the HOA shall be responsible for the maintenance, management, operation and control of the Common Areas and all improvements; and

WHEREAS, the Board of Directors believes that it is in the best interests of the Association to have an orderly system for the enforcement of parking within the HOA.

NOW THEREFORE the Board of Directors of the HOA hereby adopts this Parking Policy. This policy shall supersede any previously adopted parking policy. All homeowners, their family members, agents, guests, and lessees/tenants, as well as the HOA builders and contractors, shall adhere to the rules and regulations set forth as follows herein:

PARKING PROVISIONS:

I. PREAMBLE: This document outlines the rules and regulations, vehicle registration and parking passes, and enforcement procedures for Resident and Visitor parking within Cameron Station. It does not apply to the City of Alexandria streets of Cameron Station Boulevard, Somervelle Street, Ferdinand Day Drive, and Brenman Park Drive. Residents and Visitors utilizing these streets for parking are subject to the City of Alexandria's public parking guidelines. Additionally, it is important to note that many of the provisions within this policy were established as legally binding by the City of Alexandria in the *Declaration of Covenants, Conditions and Restrictions for Cameron Station Community Association, Inc.*, dated January 20, 1998, Sections 7.1.a, 7.1.c, 7.1.e, 7.5, and 7.12.

Although all of the standards listed within this policy are enforceable by Cameron Station's Architectural Review Committee (ARC), the HOA will prioritize policy execution along the following provisions:

- A. Enforcement of HOA Parking Rules and Regulations.
- B. Ensuring proper vehicle registration, decal usage and use of visitor passes.
- C. Maintaining the integrity of Visitor Parking.
- D. Proper use of driveways/carports and garages to ensure a community aesthetic is maintained and that Residential/Visitor Parking is available as intended.

II. **DEFINITIONS**:

The following serves to define specific terminology throughout this policy:

- A. Owner: Any title owner of a lot within the Association.
- B. <u>Tenant</u>: Any person who possesses a leasehold interest in a lot within the HOA.
- C. <u>Resident</u>: Any owner, tenant, or person occupying or residing at a residence within Cameron Station for over 30 days.
- D. <u>Abandoned Vehicle</u>: Any vehicle left unmoved in an unassigned parking space for more than 14 consecutive days.
- E. <u>Management</u>: The Association's managing agent, who is contracted by the Association to adminster the daily business of the Association.
- F. <u>Common Area</u>: Space within the Cameron Station community that is not owned privately by a Resident or by the City of Alexandria. Sidewalks, private streets, green spaces and Visitor Parking are examples.
- G. <u>Vehicle</u>: A car or motorcycle; any type of motorized conveyance.
- H. <u>Management</u>: The HOA's managing agent, who is contracted by the HOA to administer the daily business of the HOA or their duly authorized representative.
- I. <u>Visitor</u>: Any customer of a commercial establishment or a guest of a resident within Cameron Station, or any Resident who parks a vehicle in a phase of Cameron Station in which they do not reside or own a lot; or person who occupies or resides at a residence within Cameron Station for less than thirty (30) days.
- J. <u>Visitor Parking</u>: Spaces within the Cameron Station Community solely for Visitors. Residents MAY NOT use Visitor Parking within the phase they reside unless they are utilizing the Cameron Club facilities, pool or management office.

GENERAL INFORMATION:

Cameron Station was built in phases and remains divided into phases for the purpose of enforcing Visitor and Resident Parking rules. Visitor parking phases are coded on the Parking Decals and Temporary Parking Passes, both issued by the Management Office to Residents. See Appendix A for a breakdown of these phases.

III. VEHICLE REGISTRATION: Cameron Station Residents are required to register <u>all</u> of their vehicles (including those assigned or leased) with the HOA within seven (7) days of occupation of the residence. Proof of residency in the form of a HUD-1 Settlement Statement or an executed lease Contract is required.

Owners of rental properties are responsible for ensuring tenants are informed of, and comply with all guidelines and will be held accountable for violations by the enforcement process. The Tenants/Owners are responsible for informing their Visitor(s) of Visitor Parking Rules.

- A. <u>Parking Decals</u>: Upon registration of a vehicle, the HOA will provide one assigned parking decal for each vehicle.
 - 1. Decals must be displayed in the lower-left portion of the vehicle's rear window (driver's side). Vehicles parking in designated Resident Parking must have decals correctly displayed or be subject to the enforcement process.
 - 2. Resident vehicles utilizing Visitor Parking are to be in compliance with Section III, A of this policy or be subject to the enforcement process.
 - 3. All marked and unmarked federal, state, local law enforcement, or emergency vehicles, which are conventional passenger vehicles, shall not be considered commercial vehicles. However, Residents who drive these vehicles must register them (in addition to personal vehicles) with the HOA. Failure to do so may result in citations, fines and/or towing. Placement of the required CS parking decal will be considered on a case by case basis.
- B. <u>Visitor Parking Pass</u>: Upon registration with the HOA following occupancy, one Visitor Parking Pass will be issued to each residential unit. Each pass is valid for one calendar year, after which a Resident in good standing will be issued a new pass by the HOA. Use of an expired Visitor Pass subjects the Resident to the enforcement process. Residents must be current with all HOA assessments, charges, and legal fees assessed to their accounts before pass issuance. Visitor Passes may be replaced if lost by submitting a request to the HOA and paying a \$25 fee. The Management Office will assess the approval of a replacement pass if the Residents are current in the payment of all HOA assessments, charges, and legal fees assessed to their account.
 - 1. Residents requiring more than one pass may apply for one additional, non-renewable temporary pass, which would be valid for up to 30 days from the date of issuance. Temporary passes may be obtained through the Management Office.

IV. VISITOR PARKING

The Cameron Station HOA has designated certain areas on private streets as either "Residents Parking" or "Visitor Parking." The intent of the following provisions is to ensure that all persons in Cameron Station utilize parking as it is intended.

- A. Residents are not permitted to park In Visitor Parking for any measure of time. The ONLY exception is if a Resident is visiting another Resident in a different phase of the community from which they reside. They are then required to use the Visitor Pass of the Resident they are visiting for the duration of their visit. Residents may NOT use their own or a neighbor's Visitor Parking Pass.
- B. Visitors in privately owned vehicles may use Visitor Parking when utilizing Cameron Station owned parking spaces. Visitors may park their vehicles in parking spaces designated for Visitor Parking ONLY up to 24 hours without displaying a Visitor Parking Pass (however use of Visitor Parking Pass at all times is recommended). For longer than 24 hours, a Visitor's Pass is required.
- C. Residents hosting multiple visitors overnight should inform the HOA Management Office in advance to request special (Visitor Parking) accommodations.
- D. Commercial vehicles related to work being done in Cameron Station may park in Cameron Station Visitor Parking spaces during the hours of 7AM. 6PM Monday- Friday or Saturday 9AM 6PM. No Commercial vehicles may be parked in Visitor Parking outside of those hours. No construction work shall be permitted on Sundays.
 - *Emergency weekend/evening work is excluded.
- E. <u>Storage Containers/Crates</u>: Residents must notify the Association in writing seven (7) days prior to the date the Resident intends to receive delivery of a portable storage container/crate from an off-site storage facility. The portable container/crate may only occupy one parking space as designated by the Association for no more than seven (7) days as approved by Management. One (1) Visitor Parking space may be reserved for this purpose. Upon reservation with Management, signage/cones may be obtained from the Management Office (deposit required). Signage to be displayed to reserve the parking Space no more than twenty-four (24) hours before scheduled delivery time. Specific delivery date/time should be included on the signage.
- F. Move Ins/Outs: Residents may request a move in/move out parking reservation in writing seven (7) days prior to the intended move date. Up to four (4) Visitor Parking spaces may be reserved to accommodate a moving vehicle. Upon reservation with Management, signage/cones may be obtained from the Management Office (deposit required). Signage may be displayed to reserve the parking space no more than 24 hours before intended move in/move out and must include specific delivery date/times. Moves may be conducted during the allowable construction times listed in Section IV, but not on Sundays.

- G. Vehicles that are not approved to be parked in another Resident's <u>assigned</u> parking space may be subject to the enforcement process including immediate towing without notice.
- H. <u>Inclement Weather</u>: In the event of inclement weather, the Association reserves the right to suspend all Visitor Parking to accommodate snow removal. For further information regarding this please see the Cameron Station Snow Removal Policy (available at www.cameronstation.org).

V. UNAPPROVED VEHICLES

Residents may NOT park these vehicles anywhere within the community:

Commercial Vehicles

- Any vehicle with commercial tags.
- A vehicle in which the driver is hired for transport and/or delivery of goods, people, animals and/or equipment.
- A vehicle whose logos or advertising creates the appearance of a commercial vehicle.
- An unmarked vehicle with commercial paraphernalia or equipment attached to its exterior.
- An unmarked vehicle that is not a conventional passenger vehicle and is more suited to commercial use because of its height length, shape or weight.
- An unmarked vehicle with an excessive amount of commercial equipment or supplies within its interior that is in plain view from another parking space or from the sidewalk. This includes, but is not limited to: pesticides, paint buckets, propane tanks, cabling, uncovered or unsecured tools or other supplies.

Recreational Vehicles

 Any motor home; self-contained camper, mobile home, boat, all-terrain vehicle, dune buggy, trailer, boat trailer, pop-up camper/tent trailer, horse trailer, any trailer or semitrailer used for transporting personal water craft, motorcycles, or all-terrain vehicles, whether or not the trailer or semitrailer is attached to another vehicle, and any other type of vehicle primarily designed for recreational use, not conventional passenger use.

Inoperative Vehicles

• A vehicle with a malfunction of an essential part required for its legal operation, or any vehicle partially or totally disassembled as a result of the removal of tires, wheels, engine or other essential parts required for its legal operation.

Abandoned Vehicles

• Any vehicle left unmoved in an unassigned parking space for more than 14 (fourteen) consecutive days unless the Owner provides advance written notice to Management that

the operator will be away and unable to move the vehicle for a period longer than 14 days. In cases where a violation is committed, a notice will be placed on the vehicle and if no response is received within 24 hours it will be subject to towing.

Other Equipment and Machinery

• Any agricultural, industrial, construction or similar machinery or equipment.

In addition, the Board reserves the right to provide exceptions for vehicles used for law enforcement or other governmental purposes.

VI. RESIDENT PARKING

Owner Responsibilities

Owners and Residents must ensure that their family members, tenants, visitors, and/or contractors comply with these rules and regulations. The Association shall not be responsible for any damages, injuries and/or cause of action arising out of the enforcement of any infractions.

- A. Residents/Owners must have the proper decal on their vehicles to park in areas designated as Resident Only Parking.
- B. Residents are required to use garages and driveways for parking private vehicles and accommodating visiting commercial vehicles if possible.

Section 7.1(a). The principal use of the individual garages shall be for passenger vehicle storage only. Owners may not store boats, trailers, buses, campers, recreational vehicles, utility trailers, commercial vehicles, oversized vehicles or any other type of equipment, material, machinery or goods in their garage which prevents the Owner from parking a passenger vehicle in the garage.

- C. The parking of any vehicle (or motorcycle) or portion thereof on any sidewalk, or common ground of the community is prohibited.
- D. No one is permitted to park in any manner that impedes the normal flow of traffic, blocks any mailbox, or prevents ingress/egress of any other vehicle to adjacent parking spaces or the open roadway.
- E. All drivers are prohibited from parking vehicles in the emergency access easements or in any other manner that encroaches upon any such access easement or upon adjacent pedestrian walkways.

- F. No vehicle may be parked in a manner that extends beyond the parking lines or crosses over the parking lines.
- G. No one may park any vehicle perpendicular to the marked parking spaces.
- H. All drivers must operate vehicles only on the paved roads of the community and the City's public streets within Cameron Station.
- I. All drivers must have an operating license in order to operate a motorized vehicle within Cameron Station (as required by law).
- J. If a vehicle security system interferes with the right of quiet enjoyment of the community for more than 10 uninterrupted minutes, the vehicle will be subject to immediate towing.
- K. Property owners are responsible for clearing snow and ice from the driveway/sidewalk serving their home within 24 hours of the end of the inclement weather. For further information regarding this please see the Cameron Station Snow Removal Policy (available at www.cameronstation.org).

VII. USE OF DRIVEWAYS AND GARAGES/CARPORTS

The primary use of garages/carports is the storage/parking of residential vehicles. Storage of items that that prevent parking vehicle(s) within a garage/carport is prohibited.

- A. Owners/Residents may not store boats, trailers, buses, campers, recreational vehicles, utility trailers, commercial vehicles, oversized vehicles or any other type of equipment, material, machinery or goods in their garages that prevents an Owner/Resident from parking a passenger vehicle in the garage.
- B. For Owner/Residents with two-car garages, the garages must have sufficient space to allow two vehicles to be parked in the garage at the same time. Utilizing Visitor Parking to accommodate a resident vehicle, while not using garage/carport spaces is prohibited and subject to the enforcement process.
- C. Owners/Residents are required to use their garage and/or driveway for parking personal vehicles. Owners/Residents may not park vehicles in such a manner that any portion of the vehicle extends beyond the parking pad or driveway upon their lots or onto pedestrian walkways.
- D. Vehicle repairs, except for emergency repairs, are not permitted anywhere in the community. At no time shall any vehicle be placed on blocks or jacks.

VIII. ENFORCEMENT

Enforcement will be initiated in accordance with the Due Process Policy for Cameron Station (available at www.cameronstation.org).

A. Violations Subject to <u>Immediate Towing</u>:

Any vehicle:

- Parked within fifteen (15) feet of a fire hydrant or in a designated fire lane
- Occupying more than one (1) parking space
- Extending beyond the parking lines
- · Parked perpendicular to a marked parking space or on a grassy area
- Impeding access to sidewalk ramps or mailboxes
- Constituting a safety hazard
- Not registered with the HOA and has parked in a Visitor Parking space without a valid parking pass for at least twenty-four (24) hours after a citation has been issued to the vehicle.
- Any vehicle previously cited (2 times) for a similar infraction of this policy within any 12 month period).
- Whose security system has been triggered and allowed to continue unattended for more than ten (10) minutes, or otherwise in violation of this policy shall be subject to immediate removal without notification to the owner of the vehicle.
- Parked in an assigned resident space without permission of that owner.
- Storing a portable storage container/crate in a Visitor Parking space without prior written approval from the Covenants Administrator.

IX. FINES

- A. Per the Enforcement and Due Process Policy (available at www.cameronstation.org) upon any finding of a violation, the ARC may impose monetary charges of \$50.00 for any single violation, and \$10 a day for a maximum of ninety (90) days (or such longer time as may be permitted by statute). Any monetary charges so imposed shall become an assessment against the Owner's lot.
- B. After two (2) violations of any parking policy regulations within a 12-month period, the vehicle will be subject to immediate towing of the ARC may impose monetary charges of \$50 for any single violation, and \$10 a day for a maximum of 90 days (or such longer time as may be permitted by statute).
- C. Unregistered Vehicles belonging to Residents parked within Cameron Station will be subject to a fine of \$10 per day.

Board of Directors' Responsibilities. Nothing contained herein shall preclude the Board of Directors from seeking injunctive relief or any other remedy available to it in a court of equity.

Owners' Responsibilities. If the Association must enforce this resolution through any form of legal action, the offending Owner shall be responsible for all expenses and/or attorneys' fees incurred by the Association in enforcing the provisions of this Resolution.

Liability. The Association assumes no responsibility for the provision of any security service to protect vehicles parked in the parking areas, and it disclaims responsibility for any damage to any vehicle parked or operated on Association property. All Owners and residents agree to indemnify and hold harmless the Association and its directors, officers, committee members, and agents against any claims arising out of the towing of a vehicle.

X. MISCELLANEOUS:

This Policy replaces and supersedes ALL previous Parking Policies.

AMENDED	AND ADOPTED	by the Board of Dir	rectors this	<u>28</u> day of
March_	, 2017.			

CAMERON STATION COMMUNITY ASSOCIATION, INC.

Jon Dellaria, President

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-
delivered to the members of the CAMERON STATION COMMUNTY ASSOCIATION on this
25 day of Apeil , 2017.
Managing Agent

RESOLUTION ACTION RECORD

Seconded by: Donna Kenley

Duly adopted at a meeting of the Board of Directors held on March 28, 2017.

VQTE:

YES NO ABSTAIN ABSENT

Jon Dellaria, President

Michael Johnson, Vice President

X

Megan Brock, Treasurer

X

Donna Kenley, Director

X

Elliott Waters, Director

X

Elliott Waters, Director

ATTEST:

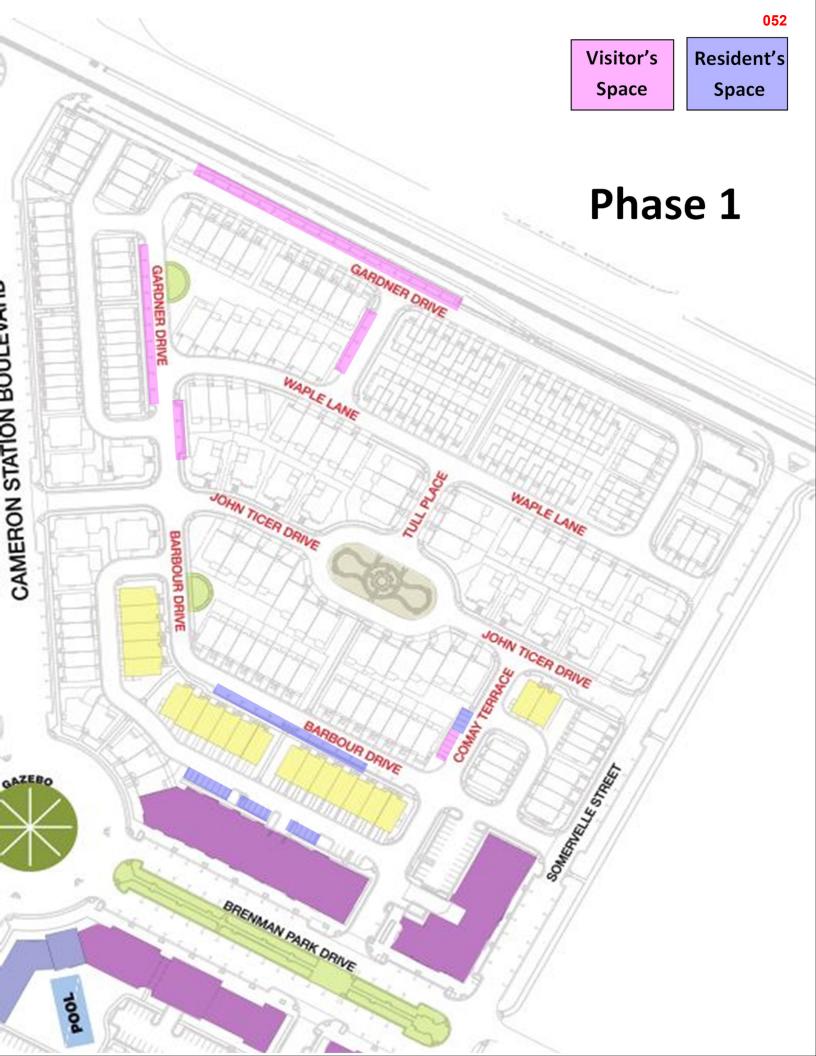
Secretary Bobighaus

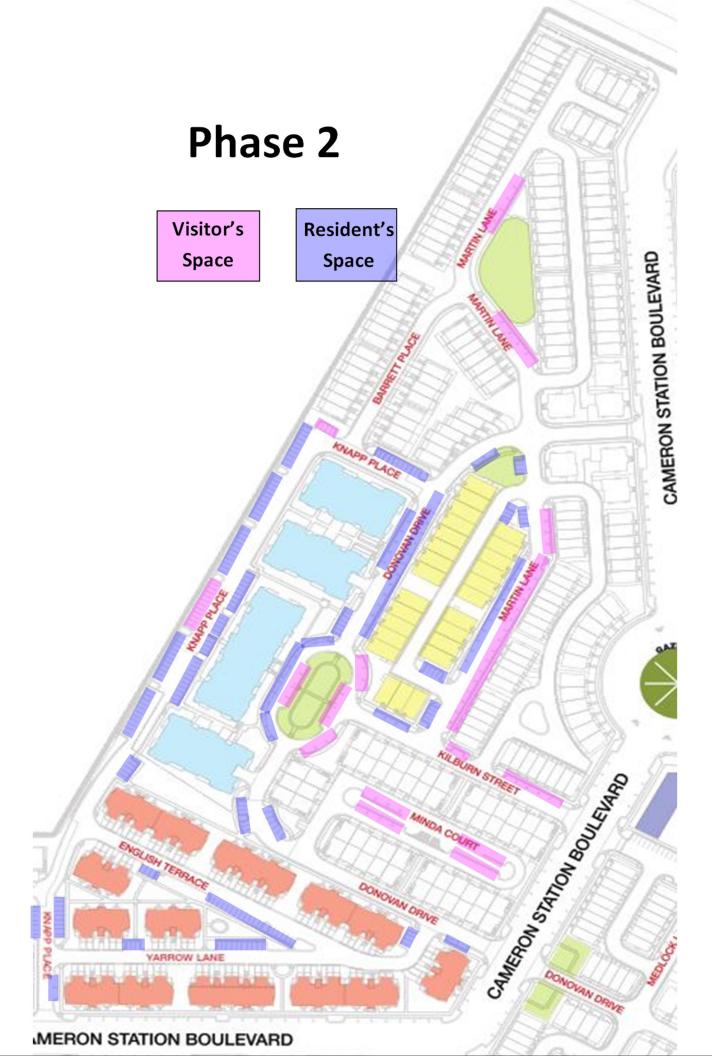
Motion by: Elliott Waters

4-25-17 Date

Resolution effective: July 10, 8017

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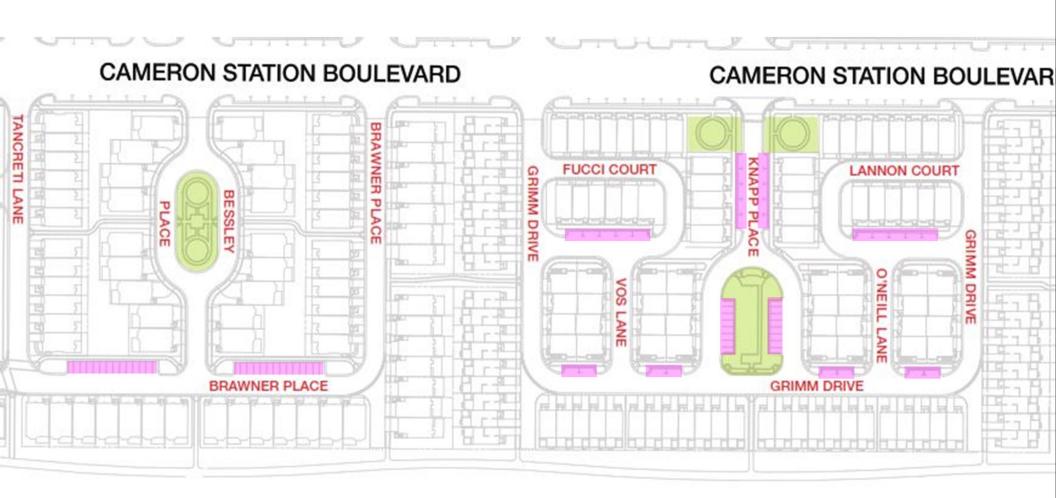




Phase 4

Visitor's Space

Resident's Space

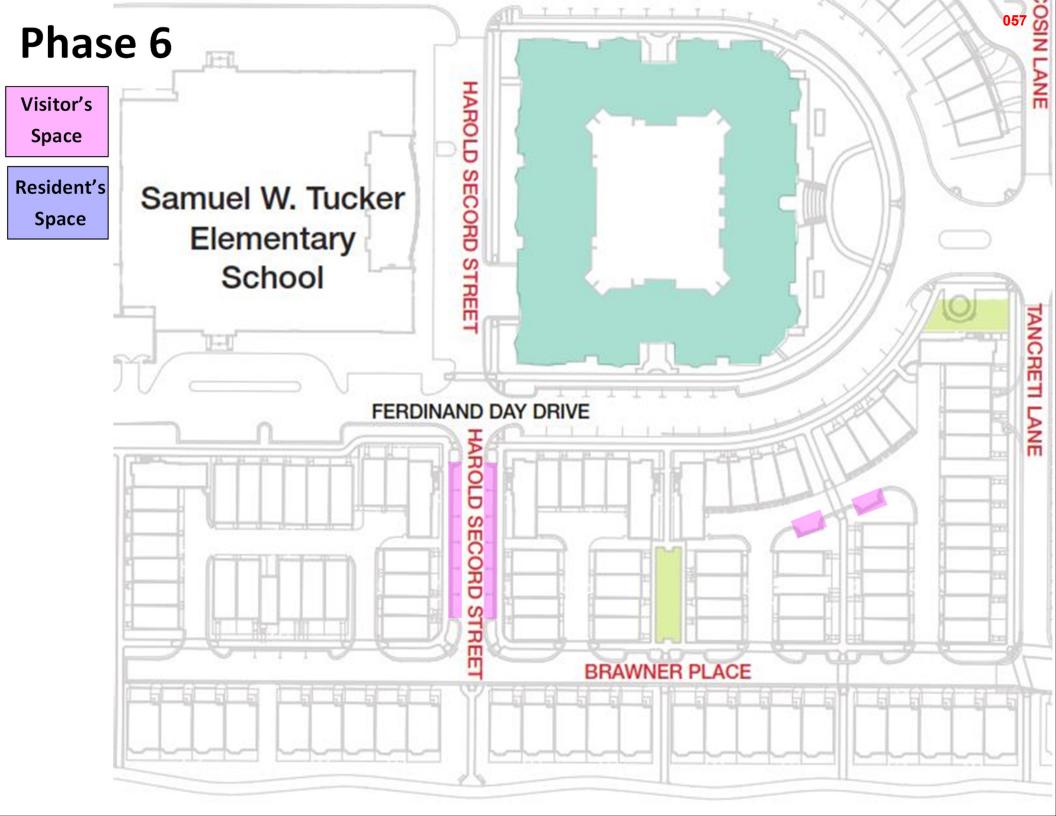


Phase 5

Visitor's Space

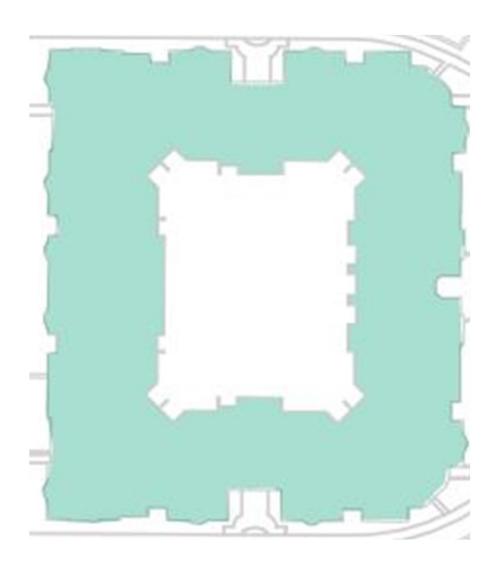
Resident's Space





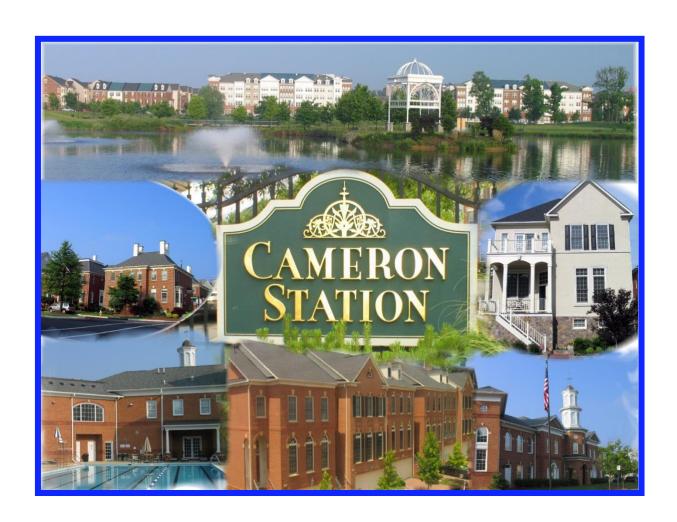
Phase 7

The Association does not enforce parking in the Residences Condo parking garage.



Proposal for Security Services at

Cameron Station Community



B&B Security Solutions DCJS #11-17761

15000 Washington St #200 Haymarket, VA 20169 Office (703)380-8881 **Direct** (703) 725-4189

Fax (571) 229-9219

michelle@bbssolutions.biz



B&B Security Solutions 15000 Washington St #200 Haymarket, VA 20169



July 9, 2021

Dear Cameron Station Community Management & Board,

B&B Security Solutions is pleased to have the opportunity to submit our proposal for security services to your community. The accompanying proposal provides a comprehensive explanation of the benefits of utilizing our services. Here is a quick overview of why B&B Security Solutions should be your Parking Enforcement patrol partner of choice.

B&B Security Solutions is comprised of extensively trained security officers with a goal of setting the standard of excellence in effective security solutions and outstanding customer service.

Benefits of using B&B Security Solutions:

- Experienced site liaison that will get to know your expectations and requirements
- Outstanding customer service
- Time Keeping scan system to track patrols
- Electronic reports
- Exceptionally trained security officers certified through the Department of Criminal Justice Services
- Professional Uniforms
- Service that caters to your specific needs.

Our ability to provide security services and our successful background makes us an enviable partner. We look forward to partnering with Cameron Station Community and help enforce all your parking needs.

Yours Sincerely,

B&B Security Solutions

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8	Post Order	6
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B&B Security Solutions will provide you with certified, licensed and insured Security Officers. Each Security Professional has been screened to the standards of the Department of Criminal Justice Services as well as B&B's company standards.

- Pre-employment background investigation to include prior employment verifications, submit to a 5-10 panel drug screening and extensive in-service training regarding criminal law and police defensive tactics.
- B&B Security Solutions offers supervisory personnel to insure strict adherence to our general orders and your site specific post orders, regulations and ordinances. B&B Security Solutions supervisors are utilized as a client liaison. Supervisors are on duty 24 hours a day, 365 days per year for your convenience and will regularly make spot checks to prevent the issue of complacency. It is our belief that in order to assure the best quality of service that we stand by, we must keep close relationships with our personnel.
- □ Each and every security officer will be in-serviced regularly regarding your specific site to further enhance the protection we provide.

B&B Security Solutions has taken a unique approach to the business of contract security. Many of our competitors employ minimally screened and trained officers. Our approach involves a proactive theory of well-groomed, exceptionally trained, uniformed officers. Our strategy entails several steps to mitigate the possibility and opportunity for theft of property or injury to persons.

Applicant Screening

The quality we bring to your environment begins long before you see our security officers. The Management at B&B Security Solutions has resolved to make the recruitment and training of our personnel the key to our success; in that, we conduct hiring initiatives on a regular basis and have implemented a multi-step hiring process.

Training

B&B Security Solutions utilizes the vast experience and knowledge of it's management team to train every employee. In addition to the state mandated certification courses provided by a DCJS certified academy, B&B Security Solutions personnel attend:



- Police Defensive Tactics Training
- Patrol Techniques
- Customer Service Training to include verbal judo techniques
- Quarterly topic specific trainings to include safety, code and regulations, tactical training, etc.

Method

Our uniformed security officers are trained to act as a criminal deterrent by adopting the principals of the C.P.O.P (community police officer program) methodology. Simply put, our guards are encouraged to be an approachable source of information to residents, visitors and employees. Letting the public know that we are there for them generates a feeling of community and safety.

Compliance



B&B Security Solutions:
"We Guard. We Protect. We Secure. Our business is protecting yours!"

The team, having over seventy-five combined years of security, law enforcement, military and/or investigative experience, has realized that prevention of crime can be accomplished by utilizing strategic approaches, rather than accusations and the traditional methods of our predecessors. The art of *verbal judo* is commonplace in our organization and has often been effective in deescalating volatile situations.

Uniforms

Our uniformed security officers are outfitted, per customer specifications, in site appropriate uniforms decided upon before project commencement. We have a multitude of looks that fit in with any environment. Our company general orders require that our personnel keep their uniforms always pressed and clean. We pride ourselves on the appearance of our personnel, as they are representing our agency in your surroundings.

Supervision

B&B Security Solutions supervisory personnel are of the highest magnitude and exude the utmost professionalism. Our supervisors are tasked with scheduling, assigning security posts, and acting as liaison between the management and our client. Supervisory personnel are available to you 24 hours every day in order to maintain quality assurance and customer service on behalf of B&B Security Solutions.

Post Order

B&B Security Solutions will provide Cameron Station Community with a licensed and insured Unarmed Security Officer to perform Parking Enforcement

1. Description

B&B Security Solutions Officer will:

- ☐ Perform duties from: 9pm 5am Friday thru Sunday
- ☐ Monitor visitor parking, manage daily logs for visitor parking, extended visitors and no permits, etc.
- □ Notify towing of vehicles in violation
- ☐ Follow post orders that have been set up and agreed to by B&B Management as well as Cameron Station Community

Post Order / Cost Structure

2. Attire

B&B Security Solutions officers will be dressed in black pants or shorts (spring/summer), black shoes, company issued shirt and company jacket (weather permitting) unless other uniform is desired.

3. Pricing

Our rate for this project is:

\$24.76 p/hr

- □ Overtime is never billed to our customers.
- ☐ Holidays are billed at time and a half. B&B Security Solutions recognizes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

4. Customer Service

- □ First-class service: our customers are our top priority
- 24/7 support: dispatch is always available to help with any need or situation that may arise
- ☐ Client input: work closely with our clients to ensure their needs are met and exceeded on a consistent basis.
- Open communication to enhance the relationship.

Our commitment and dedication to provide security services makes us an enviable partner to perform Parking Enforcement to Cameron Station Community.

Thank you for your consideration!

Toni Mancinelli

From: Nicole St. Amand < NStAmand@Foulgerpratt.com>

Sent: Tuesday, September 14, 2021 3:15 PM

To: Toni Mancinelli
Cc: Jennifer Gilmore

Subject: RE: B and B Security Solutions Reference

Hi Toni,

My apologies! I've had a lot going on here for the past 2 months. I can tell you that Michelle is amazing and she is a great partner in helping to oversee our security needs. Be prepared for staffing to change regularly (it's the nature of the business) but they make you feel like you are their priority and will make sure your service is not compromised if changes need to be made.

They are also extremely competitive with pricing. I have used many companies over the years and what I love most about them is they do not make excuses.

I hope this helps!!

Nicole St. Amand, ARM
Property Manager
Foulger-Pratt

Woodbridge Station Apartments 1400 Eisenhower Circle | Woodbridge, VA 22191 NStAmand@Foulgerpratt.com | 703-494-3799 www.foulgerpratt.com | www.woodbridgestation.com



From: Toni Mancinelli <tmancinelli@gocampmgmt.com>

Sent: Tuesday, September 14, 2021 2:55 PM

To: Nicole St. Amand <NStAmand@Foulgerpratt.com> **Cc:** Jennifer Gilmore <jgilmore@gocampmgmt.com> **Subject:** RE: B and B Security Solutions Reference

Good Afternoon Ms. St Amand,

I hope you are doing well and had a great weekend!

I am following up on my email below regarding your thoughts on the service B and B Security has provided your property.

Thank you kindly,

Toni Mancinelli

On-Site Assistant Manager Cameron Station Community Association 200 Cameron Station Blvd Alexandria, VA 22304 Main Line 703-567-4881 Direct Line 703-567-4881 Ext 202 CameronStation.org

Community Association Management Professionals (CAMP) 4114 Legato Road, Suite 200 Fairfax, Virginia 22033 CAMP Main Line 703-821-2267 | Ciranet Customer Service 855-477-CAMP (2267) gocampmgmt.com

From: Toni Mancinelli

Sent: Wednesday, September 8, 2021 3:17 PM

To: nstamand@foulgerpratt.com

Cc: Jennifer Gilmore < jgilmore@gocampmgmt.com Subject: B and B Security Solutions Reference

Good Afternoon Ms. St Amand,

I hope you are well! I am reaching out to you on behalf of Cameron Station Community Association. We have received a proposal from B and B Security Solutions for Parking Enforcement and were given your contact information as a reference by Michelle Shiebel. She mentioned that they've serviced Woodbridge Station Apartments for 8 years and we were wondering if you could provide any feedback of their services with your community.

Thank you kindly,

Toni Mancinelli

On-Site Assistant Manager Cameron Station Community Association 200 Cameron Station Blvd Alexandria, VA 22304 Main Line 703-567-4881 Direct Line 703-567-4881 Ext 202 CameronStation.org

Community Association Management Professionals (CAMP) 4114 Legato Road, Suite 200 Fairfax, Virginia 22033 CAMP Main Line 703-821-2267 | Ciranet Customer Service 855-477-CAMP (2267) gocampmgmt.com

Proposal for Security Services At Cameron Station



Eagle Protection Services, Inc.

Corporate Headquarters

7510 Diplomat Drive
Suite 201
Manassas, Virginia 20109

(703) 530-0800

www.eagleprotectionservices.us



Ms. Janeva Sharps,

It is with great pleasure herewith we submit our proposal for the provision of Security Officer services. We hope that this may be the start of an exciting and productive relationship on what promises to be a meaningful project.

Eagle Protection Services is an acclaimed firm of security agents with a reputation for both effective security and the use of innovative technology in the protection of life and property. We have a portfolio of completed and on-going projects with emphasis on government security administration. We think that your project is well suited to our strengths and aspirations.

Our management Team respectfully requests that you study our proposal in detail; we are extremely interested in the project and we very much hope that you consider the Eagle Protection Services team as a strong candidate for selection.

The Area Supervisor for your location is a retired Law Enforcement officer with a great amount of experience and training. He has been with our organization for 4 years.

Yours Sincerely,

River Piercy

River Piercy

Territory Manager



I. Personnel

We provide you with certified, licensed, and insured Security Officers.

- Our pre-employment background investigation far exceeds that of most police department jurisdictions. Furthermore, our personnel all submit to a battery of aptitude tests, a 10-panel drug screening, and extensive in-service training regarding criminal law and police defensive tactics.
- ii. Eagle Protection Services offers, free of charge, supervisory personnel to insure strict adherence to our general orders and your rules, regulations and ordinances. Eagle Protection Services supervisors are utilized as a liaison between Eagle Protection Services and our clients. Supervisors are on duty 24 hours a day, 365 days per year for your convenience and will regularly make spot checks to prevent the issue of complacency. It is our belief that in order to assure the best quality of service that we stand by, we must keep close relationships with our personnel both on and off duty.
- iii. At Eagle Protection Services, all of our security officers will be equipped with two-way radios or equivalent to ensure constant communication with our management team.
- iv. Each and every security officer will be in-serviced regularly regarding your specific site to further enhance the protection we provide.

Eagle Protection Services had taken a unique approach to the business of contract security. Many of our competitors employ minimally screened and trained guards. Our approach involves a proactive theory of well-groomed, exceptionally trained, uniformed security guards. Our strategy entails several steps to mitigate the possibility and opportunity for theft of property, or injury to persons within the facility. The following is an overview of our Security Guard Project:

II. Applicant Screening

The quality we bring to your environment begins long before you see our security officers. The Management Team at Eagle Protection Services has resolved to make the recruitment and training of our personnel the key to our success; in that, we conduct hiring initiatives on a regular basis with over 200 applicants per month, with an average of 15 new appointees. Most applicants are unable to meet our qualifications.

III. Training

We conduct training that exceeds that of and of our competitor's programs. The knowledge of our management team is passed on to our new employees. In addition to the state mandated certification courses, Eagle Protection Services personnel must attend:



- 40-hour Department of Criminal Justice Services (DCJS) security guard training
- ii. 16-hour Patrol Techniques & Customer Relations
- iii. 16-hour Report Writing & Post Orientation

IV. Method

Our uniformed security officers are trained to act as a criminal deterrent by adopting the principals of the C.P.O.P (Community Police Officer Program) methodology. Simply put, our officers are encouraged to be an approachable source of information to patrons, residents and employees. Letting the public known that we are there for them generates a feeling of community and safety.

V. Patrol

Our security officers are trained to make visible foot patrols throughout their posts in random patterns. We encourage our personnel to interact with your residents and employees in addition to standing a fixed post.



VI. Compliance

Eagle Protection Services has developed a theory of "Enforcement through Reinforcement." Our management, having thirty combined years of security and law enforcement experience, has realized that prevention of crime can be accomplished by utilizing tactical approaches, rather than accusations and the traditional methods of our predecessors. The art of verbal judo is commonplace in our organization and has often been effective in deescalating volatile situations.

VII. Uniforms

Our uniformed security guards and outfitted with police-type uniforms or the softer blazer and tie look. Our corporate general orders require that our personnel keep their uniforms pressed and clean at all times. Their shoes are polished; military-style. Men are clean-shaven with neat haircuts. Our female officers are held to the same standard. We pride ourselves on the appearance of our personnel, as they are representing our agency in your facilities.

VIII. Supervision

Eagle Protection Services supervisory personnel are required to possess a minimum of 5 years of security experience. Our supervisors are charged with scheduling, assigning security posts, and acting as a liaison between the Eagle Protections Management and our client. Supervisory personnel are available to you 24 hours every day to maintain quality assurance and customer service on behalf of Eagle Protection Services.

IX. Cost

Eagle Protection Services maintains a philosophy that in order to retain the highest quality security professionals in the industry, we must compensate them commensurate to their qualifications. The Board of Directors has resolved to reduce our profit margin rather than decrease a security guard's salary. Our costing structure provides for a well-paid security professional and a conservative rate to our client.

X. Liability

Our Legal Division recommends that in order to protect our assets as well as yours, we must maintain financial security in full force and effect at a level that far exceeds industry standards.

XI. Working Together

Having reviewed in detail your request for proposal particulars and understood the scope and schedule of the project, Eagle Protection Services has put together a first-class team of security professionals who we think are particularly suited to the project. WE have selected prospective supervisory personnel on their ability and suitability for the type of project, and of course their availability to state immediately if we are fortunate enough to be appointed.

Eagle Protection Services will partner with you in every stage of this project and act as both consultants and colleagues to work in a manner commensurate with both of our agency's relative skills – bringing greatly enhanced value to the project.



XII. Uniformed Security

- i. Residential Communities
- ii. Office Buildings
- iii. Industrial Parks
- iv. Retail Venues
- v. Parking Lots
- vi. Governmental
- vii. Hotel Security
- viii. Airports

XIII. Security Consulting

- i. Physical Safety and Security Tours
- ii. Review of Incident Reports
- iii. Property Manual Review and Preparation
- iv. Review of Property Security Procedures
- v. Employee Safety and Security Training
- vi. In-house Security Rules and Procedures

July 1, 2021
Cameron Station
200 Cameron Station Blvd
Alexandria, VA 22304



Ms. Sharps,

Thank you for considering Eagle Protection Services for your security needs. Eagle Protection Services can provide the following service for your property:

- ➤ (1) uniformed, unarmed Security Officer for foot/vehicle patrol duties.
- ➤ Hours: 3 days per week, 9PM 5AM (total of 24 hours per week).
- ➤ Patrol all areas of the property, deter loiterers, enforce community parking rules and regulations.
- "Guard Trax", The GuardTrax platform provides security officers and supervisors with the essential real-time communication, photographic/video, geo-referencing, tour confirmation and officer reporting modules required for proper security officer engagement.
- (1) smartphone for officer to answer resident calls, send pictures, and daily reports.
- Report of daily shift activity.
- Incident Report if necessary.
- Notice of Violation if necessary.

This service can be provided at a rate of \$34.25 per hour, per unarmed officer for foot/vehicle patrol duties.

Holidays will be billed at a rate of time and one half. Holidays observed are New Year's Day, Presidents Day, Columbus Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

At Eagle Protection Services, we take great pride in the work we perform and the service we provide. I am sure that we can not only meet your security needs but exceed them as well. Please contact me with any questions.

Sincerely,

River Piercy

Territory Manager**

Bethlehem Kebede

From:

Demis Memedi < Demis@security-nss.com>

Sent:

Friday, November 13, 2020 2:48 PM

To:

Bethlehem Kebede

Subject:

RE: Security Service Proposal

Hello Bethlehem,

Thank you for following up on our proposal.

To your questions:

- 1. The hourly rate would not be valid given the fewer hours per week.
- 2. We do have an 8 hour minimum per guard per shift as noted on the proposal.

Please let me know if you have any further questions.

Thank you,

Demis Memedi

Senior Security Coordinator



National Security Service Toll Free 888-386-4068 ext 108 Fax 815.828.2800 www.GuardsToGo.com

From: Bethlehem Kebede [mailto:bkebede@gocampmgmt.com]

Sent: Friday, November 13, 2020 2:17 PM **To:** Demis Memedi <Demis@security-nss.com>

Cc: Heather Graham hgraham@gocampmgmt.com; Janeva Sharps jsharps@gocampmgmt.com>

Subject: Security Service Proposal

Hello,

We wanted to follow up on the attached proposal for a uniformed parking enforcement service and see if some of the items listed below are still valid as we hope a decision will be made in upcoming December or January board meeting and we realize it's been some time since the proposal was submitted.

- 1. Hourly Rate \$34.50 Is this still valid?
- 2. We have an allocation of 33 hours per month for parking enforcement, to be used typically on Friday and Saturday nights for 4 hours each Does US Security Associates have a minimum number of required hours? If not, can you accommodate this type of schedule?

Just for information below is short scope of work that the Association would require from parking enforcement.



National Security Service LLC

Providing professional, reliable security services, nationwide and internationally.

Security Services Proposal For Community Association Management Professionals

Presented by Demis Memedoski 888-386-4068 www.GuardsToGo.com



Relax. We've got your back.

Bethlehem Kebede

From:

Demis Memedi < Demis@security-nss.com>

Sent:

Monday, May 17, 2021 6:13 PM

To:

Bethlehem Kebede

Cc: Subject: Heather Graham; Jennifer Gilmore RE: Parking Enforcement/Proposal

Attachments:

Investment and staffing summary.pdf; Proposal_811176.pdf

Good Morning Bethlehem,

I cannot confirm that our pricing will be inclusive for 401k Plan, vacation, etc. We are nationwide and operate out of New York. We use subcontractors in your area.

But to answer the questions our numbers would be following:

Weekly: (\$1,038 for 24 hours, assuming no Holidays)

Monthly: (\$4,671, assuming no Holidays) Yearly: (\$56,052, assuming no Holidays)

Thank you, Demis

From: Bethlehem Kebede <bkebede@gocampmgmt.com>

Sent: Monday, May 17, 2021 10:49 AM

To: Demis Memedi < Demis@security-nss.com>

Cc: Heather Graham hgraham@gocampmgmt.com; Jennifer Gilmore jgilmore@gocampmgmt.com;

Subject: RE: Parking Enforcement/Proposal

Good morning,

May I please have you submit investment summary (I have attached an example) the board is currently reviewing proposals, this summary is missing from your proposal. Thank you much.

Warm Regards,

Bethlehem (Mimi) Kebede

Covenants Administrator

Cameron Station Community Association 200 Cameron Station Blvd. Alexandria, Virginia 22304 703-567-4881

cameronstation.org

Community Association Management Professionals (CAMP) www.gocampmgmt.com



Scope of Services

• Provide one (1) uniformed, unarmed security officer per shift with a marked vehicle to maintain a security presence and enforce parking rules at residential community. Officer will check-in with on-site client contact for further instructions.

Location

200 Cameron Station Blvd, Alexandria, VA 22304

Dates/Times

- Start date TBD until the end of 2021
- Mon, Wed and Fri from 9pm to 5am
- 8 Hours Minimum Required Per Guard Per Shift

Pricing

- Security guard services will be billed at \$43.25 per guard-hour.
- Cancellations made within 24 hours of next scheduled shift incur 50% charge.
- The following holidays are billed at time and a half: New Years Eve, New Years Day, Martin Luther King Jr Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas Eve, and Christmas Day.



About National Security Service

National Security Service is a security services company, licensed, insured and operating in full compliance with all national, state, and local laws and regulations. We provide premium security services at competitive rates in 50 states and internationally. We service every economic sector; including commercial, retail, residential, institutional and entertainment venues.

We provide highly qualified security professionals who are appropriate to their assignments in terms of experience, demeanor, appearance and physical capabilities.

Our organization incorporates the strictest standards of accountability and management oversight and applies the most advanced technologies and logistical processes to its operations

- National Security Service personnel are professionals who are licensed and experienced.
- National Security Service local field management and supervisory personnel are available 24/7 to come on site and assist with any contingencies that might arise.
- National Security Service will provide additional personnel if and when requested, on short-notice basis.
- At your request your company will be designated as an "Additional Insured" under *National Security Service's* liability insurance policy.

We are pleased to have the opportunity to offer our services.



National Security Service Toll-free 888-386-4068

Commy supply

NATIO-3

OP ID: LH

CERTIFICATE OF LIABILITY INSURANCE

03/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer right	ts to the certificate holder in lie	u of such endorsement(s).				
PRODUCER	877-242-9600	CONTACT Central Insurance Agency	CONTACT Central Insurance Agency			
Central Insurance Agency, Inc. 93 East Main Street		PHONE (A/C, No. Ext); 877-242-9600 FAX (A/C, No.	877-243-8995			
Smithtown, NY 11787 George Gavaris		E-MAIL ADORESS: certificates@clainsures.com				
George Gavaris		INSURER(S) AFFORDING COVERAGE	NAIC #			
		INSURER A: Peleus Insurance Company	34118			
NSURED National Security Service, LLC		INSURER B : Employers Assurance Company	25402			
National Security Service, LLC 3072 Oak Street		INSURER C: Progressive Casualty Insurance	24260			
Mohegan Lake, NY 10547		INSURER D : ShelterPoint Life Ins. CO.	81434			
		INSURER E:				
		INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE		SUBR WVD			POLICY EXP	LIMITS	···· ···
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	INSU		GLV0000316	03/22/2021		EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,000
	X A&B E&O						MED EXP (Any one person) \$	5,000
1	X Contractual Liab				1		PERSONAL & ADV INJURY \$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	1	1		1		GENERAL AGGREGATE \$	5,000,000
	POLICY X IECT LOC						PRODUCTS - COMPIOP AGG S	1,000,000
С	AUTOMOBILE LIABILITY	-					COMBINED SINGLE LIMIT (Ea accident) 5	1,000,000
	X ANY AUTO OWNED SCHEDULED			06328315-3	11/18/2020	11/18/2021	BODILY INJURY (Per person) S	
	AUTOS ONLY AUTOS					1	BODILY INJURY (Per accident) \$	
	X HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) S	
A	X UMBRELLA LIAB X OCCUR	 	-	<u> </u>	 	-	- 5	2,000,000
1	EXCESS LIAB CLAIMS-MADE		1	UMV0000112	03/22/2021	03/22/2022	EACH OCCURRENCE \$	2,000,000
į	DED RETENTIONS	1					AGGREGATE \$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	+					X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE 1 - 1			EIG2342112-05	03/28/2021	03/28/2022	E.L. EACH ACCIDENT S	1,000,000
	OFFICERMEMBER EXCLUDED?	NIA	1		1		E.L. DISEASE - EA EMPLOYEE \$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$	1,000,000
D	Disability	1	[DBL268309	01/01/2021	01/01/2022	Statutory	
\vdash	<u> </u>			l	<u> </u>			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER	CANCELLATION
Community Association Management Professionals	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Heavy Howard

ACORD 25 (2016/03)

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PREPARED FOR:

Ms. Bethlehem (Mimi) Kebede

Covenants Administrator CAMP

Cameron Station Community Association

200 Cameron Station Blvd. Alexandria, VA 22304 April 28, 2021

Ms. Bethlehem (Mimi) Kebede Covenants Administrator CAMP Cameron Station Community Association 200 Cameron Station Blvd. Alexandria, VA 22304

Dear Ms. Kebede:

On behalf of Planned Companies, I would like to thank you for allowing our company to participate in your selection process. We understand the importance of the task your committee has in finding the right fit for your community, and we appreciate the opportunity to present this proposal to you.

We believe a community like Cameron Station Community Association should expect a professional security company to provide more than just the basic security services. You deserve a partner that provides both a team of empowered associates who pride themselves on delivering exceptional service and a management team that understands the importance of keeping your building safe, secure and professionally staffed.

We are confident that Planned Companies is uniquely qualified to achieve these objectives through a combination of resources and expertise. We have over 100 years of experience in the business and we are passionately driven to be the most accountable and responsive customer service organization providing janitorial, maintenance, concierge/front desk and security services.

We look forward to meeting with you soon to continue our discussion on how we can best be of service to the Cameron Station Community Association community.

Sincerely,

Margaret Bicz

Director of Business Development

Planned Companies Office: 703.940.3153 Mobile: 202.365.3522

Email: MBicz@PlannedCompanies.com



Your Dedicated Sales Partner & Committed Operations Team



Margaret Bicz
Director of Business Development, Mid-Atlantic

Margaret Bicz is a trusted and reliable resource for potential and existing clients of Planned Companies within the Mid-Atlantic markets. She is the first step in implementing services, whether it be for a new client or a current client looking to expand and/or enhance their current service offerings. Utilizing her local market knowledge, Margaret educates her clients on how to improve and implement services within their property, specific to their area and individual needs. She then formulates proposals tailored to each client and property, based on her familiarity and understanding of best practices within the market. Margaret offers expertise in all of Planned Companies' service offerings, including janitorial, maintenance, security, front desk, and concierge.

Vincent Miller Executive Director

Vincent Miller oversees the lifestyle and security operations for the Mid-Atlantic region for Planned Security Services and Planned Lifestyle Services. Vincent is responsible for managing a wide array of properties and handles the oversight and supervision of a team of regional managers and field associates. Vincent focuses on client retention, associate retention, account startups, budgets, and supervising all field management.



Reuel Williams
Vice President of Operations

Reuel is responsible for managing a team of Executive Directors and overseeing multiple accounts. With a focus on client retention, Reuel directly works with Planned's corporate departments, such as human resources, sales, payroll, and purchasing to ensure a seamless site start up process for all of his accounts, while reporting directly to the Chief Operations Officer of Planned Companies, Astrit (Tony) Gorana. Additionally, he reviews budgets, holds monthly meetings and keeps his operations team accountable and dedicated to client satisfaction.

The Right Solution Requires the Right Partner

- ▶ **EXPERIENCE** At Planned Companies, we work hard to not only meet expectations, but to exceed them. With over 100 years of proven success and experience in our industry, we are able to deliver unparalleled consistency, accountability and quality. We understand your service needs, and focus on what really matters. You can rest assured knowing that your property is in good hands with Planned Companies.
- ▶ STAFF SELECTION Your property needs personnel that you can be proud of. At Planned Companies, our in-house team of recruiter's screen only qualified professionals with experience in the janitorial, maintenance, and customer service arenas. Candidates also need to possess the requisite skill sets and interpersonal skills required for our industry, such as integrity, passion, and a positive attitude. Identified candidates then go through a national background check and drug screening to ensure only the most responsible and ethical individuals are selected.
- ▶ **TRAINING** It is a priority for us to know that your property is receiving the exceptional quality of service that it deserves. At Planned Companies, our top-notch employees are thoroughly screened, bonded, insured, trained and re-trained to ensure they possess the knowledge and experience necessary to provide a superior level of service. Our associates complete eight hours of in-house training at our state-of-the-art O.R.A.C.L.E. Training Center, as well as sixteen hours of on-site, on-the-job training. We believe in and invest in our employees, and it shows through their work.
- ▶ LIVING OUR CORE To ensure that our culture of accountability and caring resonates within your property, we have enacted the Planned Companies "Living Our Core" Recognition Program. This program provides opportunities to recognize, reward and motivate our valued associates who demonstrate integrity, teamwork, exceptional customer service, and never get complacent.
- ▶ **OVERSIGHT & SUPERVISION** Your property deserves a dedicated team of Operation and Regional Managers to implement professional work schedules, ensure safety requirements are met, monitor all site conditions and perform routine inspections. These services are part of Planned Companies' standard offerings to ensure quality assurance.
- ▶ I-PLAN Stands for Integrity, Passion, Longevity, Attitude and Never being Complacent. This is our hiring methodology that we believe in. It is how we carefully screen and evaluate all Planned employees.













What We've Learned...

The role we play as a building service provider when it comes to cleaning and maintaining a community like Cameron Station Community Association for both current and potential residents is something we take very seriously. We believe that any property utilizing our services has a right to expect a meaningful impact in their community, specifically by:

- Delivering Exceptional Service
- Enhancing Overall Property Value
- Improving The Quality of Life for The Tenants and Residents That We Serve

Planned Companies' extensive support system ensures our clients receive the attention and responsiveness they have come to expect and deserve. To maintain Planned's high standards; our management associates conduct routine analysis and inspections, always looking for ways to further enhance our service and value proposition. In addition to spot checks, our senior operations staff and company management conduct unscheduled inspections. We never get complacent about having and winning your business.

Additionally, Planned Companies assigns Regional Managers to oversee each property and its on-site associates. Regional Managers supervise and enforce protocols, making certain our associates are adhering to the standards established from the onset. We continually monitor accounts and all associates to ensure that the highest level of service is being delivered.

Cameron Station Community Association Site Evaluations

Based on our conversations and tour of your property, we understand the specific requirements and needs that are being requested for your site. Our findings for Cameron Station Community Association are as follows:

Planned Security Services' objective is to make buildings safer and more secure, and as a result improve the lives for the tenants, residents and communities that we service. Planned's passion is providing customized security solutions, tailored to fit our clients' unique needs.

We understand that every building needs to be kept to specific standards in order to operate daily. At Planned Companies we ensure that all standards are met when it comes to cleaning, maintaining, servicing, and securing your property we provide every new client with a detailed scope of work. We also conduct random site inspections (unannounced and announced) and provide the Community Association Manager or building owner with the results of our findings.

We believe in all of our employees and we want all of our personnel to be empowered and properly trained. At Planned we train and retrain to ensure that everyone possess the proper knowledge necessary to perform their jobs effectively.







Recommendations & Next Steps

At Planned Companies we work closely with Property Managers and building owners to ensure that we understand the desired goals for each property that we service. Below you will find a prioritized list of the appropriate recommendations for your building. We have taken the time to thoroughly assess your property with our operational field experts and we feel that our recommendations will produce results that are beyond conventional standards. Our specific recommendations for your unique property are as follows:

Staffing Recommendations

In order to properly maintain your property, we will provide the necessary staffing required to meet your property needs. We also include tiered oversite and supervision as outlined below to ensure that your property is properly secured at no additional cost to you. Your dedicated management team would include:

- Operations Manager
- Executive Director
- ▶ Vice President of Operations

Next Steps

- Formulate and implement a strategic plan that is specific to your property
- Staff interviews and selection process; if required
- ► Operations personnel meet with the selected staff members
- ► Once the staff is selected we start the on-site training process
- An actual start date is implemented and the specified services begin
- Continuous follow up to ensure that the property is properly maintained

Investment & Staffing Summary

Investment:

Weekly	Monthly	Yearly
\$666.00*	\$2,886.00*	\$34,632.00*

^{*}Plus applicable sales tax, if any

Staffing

1. One (1) Security Guard: Schedule TBD; 24 weekly hours.

Total Weekly Hours: 24 hours

Pricing is Inclusive of:

- ☑ Dedicated Account/Operations Manager(s)
- ☑ Custom Uniforms

- $\ensuremath{\square}$ Associate Recognition Programs (Living Our Core)
- ✓ Planned Touring Technology

- ☑ Dedicated Recruitment Team/Process (I-PLAN Hiring Methodology
- ☑ One Week Paid Vacation for Full-Time Associates
- ☑ Automated Workflow/Inspection reports
- ☑ Ultipro Associate Communication Portal
- ☑ 401K Plan

April 28, 2021

Ms. Bethlehem (Mimi) Kebede Covenants Administrator CAMP Cameron Station Community Association 200 Cameron Station Blvd. Alexandria, VA 22304

> Re: Planned Security Services, Inc Security Services Proposal Cameron Station Community Association 200 Cameron Station Blvd Alexandria, VA 22304

Dear Ms. Kebede:

Pursuant to the discussion the undersigned had with you regarding the security services to be performed at the subject premises (the "Property"), and after an inspection of the Property, we are pleased to submit our Security Services Proposal for the services to be performed for your organization at the Property.

AGREEMENT

It is agreed (this agreement is called the "Agreement") between Cameron Station Community Association (called "Owner" or "Client") and Planned Security Services, Inc., (called "PSS" or "Contractor"), as follows:

FREQUENCY OF SERVICE

The security services outlined shall be rendered as mutually agreed upon. No on-site security service will be provided on scheduled days off, unless requested.

STAFFING

We will perform the complete security services and in so doing we shall provide the following staffing:

1. One (1) Security Guard: Schedule TBD; 24 weekly hours.

Total Weekly Hours: 24 hours

REMUNERATION

Our billing rate per hour is as follows1:

\$27.75 <u>per hour</u> for the security personnel, based upon twenty-four (24) hours per week, this would be the sum of SIX HUNDRED SIXTY-SIX AND 00/100 (\$666.00) DOLLARS, plus applicable sales tax, if any, <u>per week</u>.

*There will be an additional charge of \$400.00 per month, plus applicable sales tax, if any, for each full-time associate that elects to receive medical health coverage.

This rate incorporates the labor, uniforms, proper training, Planned Touring Technology, management, and supervision (weekly inspections) of all on-site personnel, overhead, and insurance requirements. The above weekly pricing will be billed on a monthly basis.

PSS and Owner acknowledge and agree that the relationship arising from this Agreement is one of independent contractors and does not constitute or create a joint venture, partnership, employment relationship or franchise between them. PSS agrees that the personnel employed by it to perform services under this Agreement are not employees of Owner, and that Owner shall not be responsible for workers' compensation, disability, unemployment insurance and other benefits or withholding income taxes, social security or any other employment-related payments, expenses or liabilities for such personnel. The parties agree that this Agreement shall not be construed as making either party an agent of the other party, or as giving the right to one party to legally bind the other in any manner or to incur debts, charges, expenses or liabilities on behalf of the other.

This Agreement will be for a one (1) year period ("Contract Term"). Any termination by either party or other changes are subject to written notice by either party not less than thirty (30) days. If no changes are made up to thirty (30) days prior to the anniversary of the Commencement Date stated below, this Agreement will renew itself in like terms at the end of each Contract Term.

The aforementioned monthly sum shall be invoiced by mail on the first day of each month and shall be due and payable within thirty (30) days thereafter. Payments not received within forty-five (45) days of rendering of said invoice shall have a late charge of four (4%) percent of the past due amount added thereto per month.

¹ Holiday and overtime coverage will be provided at time and one-half our straight time rate for these positions. The holiday rate in included in the contract price.

The monthly ir	ivoice will be	sent to electro	onically by en	nail to the Own	er email address
specified below	7:				

Billing Entity Name:	
Accounts Payable E-mail address:	
Additional E-mail address optional:	

In the event of non-payment by Owner, the Owner shall be responsible for all costs and expenses, including reasonable attorneys' fees incurred by PSS in obtaining or collecting some or all of the unpaid amounts. This includes costs, expenses and legal fees in prosecuting or defending any appellate level proceedings.

The stated monthly charge shall remain in effect for the first year of this Agreement, and thereafter shall be subject to increase to reflect escalations in the direct out-of-pocket costs of PSS for the performance of the services provided herein. We shall provide advance notice to you of such increases consistent with this section entitled REMUNERATION.

BUILDING HOLIDAYS

The following holidays will be designated as building holidays. All labor will be provided at the aforementioned holiday rate of pay, which is included in the contract price. The seven (7) holidays are:

• New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.

RESTRICTIVE COVENANT

The Owner and its affiliates or subsidiaries in the Commonwealth of Virginia and any person or entity retained by the Owner to replace PSS agree to refrain from directly or indirectly soliciting or employing our employees (exclusive of those individuals employed at your premises prior to the commencement of our services) to work for them in a similar job classification for six (6) months after either the termination of this Agreement or such employee voluntarily or involuntarily leaves our employment at the Property.

Should this covenant be violated Owner shall pay PSS three (3) months' average earnings per employee as compensatory damages for the loss of each such employee. All costs, including attorney's fees and court costs, in collecting this payment shall be borne by the Owner.



INSURANCE

Our personnel are bonded, covered by Workers' Compensation Insurance and Public Liability Insurance in the amount of \$1,000,000/1,000,000 and a \$5,000,000 umbrella policy. We are also covered by Property Damage and Finished Operations Insurance. In the event Client requires insurances in types and amounts greater than currently included, PSS shall obtain such additional insurance for this specific location at an additional charge to Client. Client acknowledges that PSS is not an insurer.

The services provided under this Agreement are solely for the benefit of the Client and neither this Agreement nor any other services rendered hereunder shall give rise to, or shall be deemed construed so as to confer any rights on any other party as a third-party beneficiary or otherwise. PSS' liability for the performance of services rendered under this Agreement will be limited to the above-stated insurance coverages.

Client shall assume all risk of loss and physical damage to its plant, facilities, equipment, or any other property occurring as a result of fire or other casualty, and Client waives any right of recovery and its insurers' rights of subrogation against PSS for any loss or damage resulting from any such risks.

MISCELLANEOUS

We agree to furnish all <u>labor and uniforms</u> in the fulfillment of this agreement. All employees hired to perform services at the Property shall be screened and supervised by us. Any employee found to be objectionable shall be brought to our attention for review and final determination by us as to the employee's status.

In the event that PSS experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by PSS hereunder or by or in respect of PSS to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical, welfare and other benefits, including without limitation costs incurred by PSS pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in PSS's costs resulting from the items set forth in sub-clauses (1), (2), (3) and (4) of this paragraph. PSS will provide Client notice of such change in the Billing Rate.

Notwithstanding anything contained in the Section to the contrary, PSS may pass through the costs set forth in sub-clauses (1)-(4) of this paragraph to Client as incurred or accrued and Client shall pay PSS for such costs. As used herein, "Healthcare Reform Legislation Costs" shall mean the cost incurred by PSS in respect of the employee medical, welfare and other benefits required to be provided to its personnel by the Patient Protection and Affordable Care Act of 2010, as amended, and the regulations promulgated thereunder (as the same may be amended hereafter, the "Act"). Without limiting the foregoing, Healthcare Reform Legislation Costs shall include, in PSS's discretion, any assessments and payments required pursuant to Section 1513 of the Act in lieu of benefits payable by PSS; provided that the cost of such assessments, payments and any associated costs are less than the cost of PSS providing the benefits required by the Act. Additionally, the Billing Rates do not include the costs of any Federal, State or Local regulations requiring inoculations and/or medical testing (e.g. HIV, Hepatitis B, etc.) for PSS employees or any similar tests. Any such additional costs shall be detailed on Addendum "A".

Owner acknowledges and agrees that Planned Security Services shall not be liable for, and Owner knowingly waives and releases Planned Security Services, its affiliates, subsidiaries, agents, servants, employees, insurers, successors and assigns (collectively, the "Planned Security Services Parties") from, any and all claims, losses, liabilities, penalties, expenses, charges, injuries, damages or costs of any nature whatsoever, including reasonable attorneys' fees and costs (collectively, "Liabilities"), in any way related to environmental hazards, toxins and/or contaminates, which shall include, but are not limited to mold, radon, asbestos, viral infections (including but not limited to COVID-19), bacterial infections, and/or other infections and contagions.

Owner covenants and agrees that, to the fullest extent permitted by law, except solely to the extent due to Planned Security Services' gross negligence or willful misconduct, Owner shall defend, indemnify and hold harmless the Planned Security Services Parties from and against any and all Liabilities arising out of or resulting from: (i) the performance of Planned Security Services' obligations under this Agreement; and (ii) relating to any accident, injury, sickness, disease or death to any person, and/or any damage to any property.



We will not subcontract any of this work to a third party. All personnel assigned to your account will be employees of PSS.

This Agreement is deemed to be made in the State of New Jersey and any dispute arising under or out of this Agreement shall be submitted for resolution to the Superior Court of New Jersey; all parties consent to the jurisdiction of that Court; and New Jersey law shall apply.

Respectfully yours,

PLANNED SECURITY SERVICES, INC.

Joseph Strike St	
Margaret Bicz	
Director of Business Development	
ACCEPTED: Cameron Station Community Associate	tion
BY:	
[Print Name and Title of Signatory]	
SIGNATURE:	
DATE:	
COMMENCEMENT DATE:	

Scope of Work

The following is a list of the role and responsibilities for the parking enforcement/ security officer. Please note that updates and changes to this list may occur, dependent upon the site-specific requirements.

- Parking enforcement guard will keep a log each night while on duty.
- The log constitutes tracking cars that are observed being parked for more than 30 days or longer using a visitor pass and those cars that park night after night without any pass on them at all.
- Parking enforcement guard will track the number of times they ticket a car.
- After a certain number of tickets the guard will notify towing company and have the vehicle towed.
- Copy of tickets are turned in to the office for filing purposes and for information.
- Call emergency personnel such as Police or Fire departments in case of an emergency.
 (Fire Safety Liaison)

The Planned Technology Difference: Planned Tour



\$150 per device per month

Accountability for your Security and Janitorial Team

Easy to deploy technology provides accountability that your Security and Janitorial staff has completed their appointed rounds while delivering useful incident & management reports.

Planned Tour Delivers...

- Real-time information
- Incident reporting
- Automated management reports
- Exception reporting
- Mobile app

Planned Tour enables management to quickly and clearly understand the status of your security team's progress

Ideal for: Multi-family, Commercial, Schools, Retail & Medical Facilities

References Planned Security Services

River Park Mutual Homes

1301 Delaware Avenue, SW Washington, DC 20024 Alethea White Assistant General Manager 202.484.3180





Tower Villas Condominiums

3800 Fairfax Drive Arlington, VA 22203-1711 Anthony Flourney General Manager 703.524.7712





The Berkshire

4201 Massachusetts Avenue, NW Washington, DC 20016 Jose Alvarado Senior Community Manager 202.362.4200 jalvarado@gables.com



City Vista

475 K St. NW Washington, DC 20001 Mr. Joe Riverie CondominiumServices 703.370.1600 Jriviere@csicommunitymanagement.com





At Planned Companies, we create successful security programs that are specific to our clients' needs. We want our clients to be completely satisfied with the programs that we implement, and also want them to be able to focus on their core business knowing that they have a partner they can trust. We look forward to servicing your property.

For more information, please call 888.706.8600 or visit www.plannedcompanies.com



Cameron Station Community Association, Inc. Board of Directors Decision Request September 28, 2021

TOPIC: Turf Restoration Proposal #31178

Motion:

"I move to APPROVE the Lancaster Proposal in the amount of \$11,585.00 for turf restoration to be funded out of operating from the Turf Treatments & Enhancements line item. " 2^{nd} :

Summary:

The Common Area Committee reviewed and approved the attached proposal from Lancaster for turf restoration in areas throughout the community at their September meeting. Please see it attached for your review and consideration. This work is budgeted and will be charged to Turf Treatments & Enhancements.

CAMP Recommendation

Management does not have any issues with the proposal as presented and recommends approval.



Fairfax, Virginia 22033

31178

LANCASTER LANDSCAPES, INC.

5019-B Backlick Rd ◆ Annandale, VA 22003 Phone: 703-846-0944 ◆ Fax: 703-846-0952



July 29th, 2021

CUSTOMER # 229

Jennifer Gilmore c/o CAMP 4114 Legato Road Suite 200 Fairfax, VA 22033

Dear Jennifer

TURF RESTORATION

Scope of Work:

Double Aerate Compacted Areas Amend Soil (fertilizer and seed starter) Top dress with Top Soil/Compro Mixed Install grass seed and cover with seed accelerator pellets on small areas Install temporary fencing

Work to be performed at the following locations:

Cameron Station Circle

Martin Lane Pocket Park

Donovan/Martin Lane Pocket Park

Corner of Medlock and Donovan

Gardner Pocket Park

Barbour Pocket Park

165 -171 Cameron Station Blvd Pocket Park

Brenman Park

Minda Court

Cameron Station Clubhouse

Donovan Pocket Park

Knapp/Cameron Station Park

Ferdinand Day/Brawner grassy area

Tancreti /Brawner park

Helmuth Pocket Park

Pocket Park 571-495 Cameron Station Blvd

Labor (7) days	\$9,240.00
Material	
Top soil mixed (11) yds. \$95 each	\$1045.00

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:

-	-	-

Seed accelerator pellets	\$400.00	100
Temporary fencing	\$425.00	

PROPOSAL TOTAL: \$11,585.00

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, pedestrian traffic, animal damage, etc. (3) if invoice for services 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 listed and 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.

Authorizea signature:	<u>Carios kios</u>	
This proposal may be v	vithdrawn by us if not accepted within _	30 Days.

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:	
· · · · · · · · · · · · · · · · · · ·	



Cameron Station Community Association, Inc. Board of Directors Decision Request September 28, 2021

TOPIC: Fall Flower Rotation Proposal

Motion:

"I move to APPROVE the Fall Annual Flower Rotation Proposal at the total cost of \$7,307.50. This is a budgeted cost and will be funded from the Flower Rotation & Landscape Enhancements operating expense line item." 2nd:

Summary:

The Common Area Committee reviewed and approved the attached proposal from Lancaster for the Annual fall flower rotation at their September meeting. Please see it attached for your review and consideration. The flower selection and design included were provided to Lancaster from CAC member, Kathy McCollom. This is a budgeted cost and will be funded from the Flower Rotation & Landscape Enhancements operating expense line item which has currently has \$9,041.50 available for use from this line item.

CAMP Recommendation

Management does not have any issue with the proposal as presented and recommends approval.



31232

LANCASTER LANDSCAPES, INC.

5019-B Backlick Rd ◆ Annandale, VA 22003 Phone: 703-846-0944 ◆ Fax: 703-846-0952

September 9, 2021



CUSTOMER # 229

Jennifer Gilmore c/o CAMP 4114 Legato Road Suite 200 Fairfax, VA 22033

Dear Jennifer,

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:

2021 FALL FLOWERS

ALL FLOWERS IN 4 1/2" POTS TO BE INSTALLED BY DESIGN INCLUDED BELOW

AT FRONT ENTRANCE (DUKE STREET):

BEFORE INSTALLATION IS TO BEGIN CONTRACTOR WILL LOWER MOUND AT FRONT ENTRANCE

INSTALLATION OF (30) ORANGE 4 1/2" VIOLAS

INSTALLATION OF (120) LEMON CHIFFON 4 1/2" VIOLAS - BROKEN INTO 4 SECTIONS PER DESIGN

INSTALLATION OF (150) WHITE 4 1/2" VIOLAS - BROKEN INTO 5 SECTIONS PER DESIGN

CAMERON STATION CIRCLE BEDS (TO BE DIVIDED INTO THREE BEDS):

INSTALLATION OF (180) ORANGE 4 1/2" VIOLAS - (60) PER BED

INSTALLATION OF (255) YELLOW 4 1/2" VIOLAS - (85) PER BED

INSTALLATION OF (360) LEMON CHIFFON 4 1/2" VIOLAS - (120) PER BED

INSTALLATION OF (405) WHITE 4 1/2" VIOLAS - (135) PER BED

MANAGEMENT OFFICE (IN FRONT OF 200 BUILDING - CAMERON CLUBHOUSE):

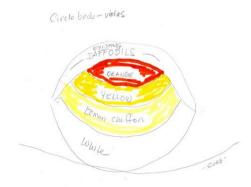
INSTALLATION OF (150) ORANGE 4 1/2" VIOLAS

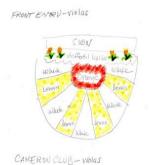
INSTALLATION OF (100) WHITE 4 1/2" VIOLAS

INSTALLATION OF (100) LEMON CHIFFON 4 1/2" VIOLAS

- INSTALLATION OF (1,850) TOTAL OF VIOLAS @ \$3.95/EA......\$7307.50

PROPOSAL TOTAL: \$7307.50







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. 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, pedestrian traffic, animal damage, etc. (3) if invoice for services 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 listed and 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.

Authorized Signature: Carlos Rios This proposal may be withdrawn by us if not accepted within <u>30</u> Days.

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:		



Cameron Station Community Association, Inc. Board of Directors Decision Request September 28, 2021

TOPIC: Snow Removal Proposal

Motion:

"I move to approve the snow removal proposal submitted by Lancaster Landscapes for the 2021 – 2022 winter season."

2nd:

Summary:

Please see the attached Lancaster snow removal proposal for the 2021-2022 season for your review. Please be advised that the Common Area Committee historically does not review the snow removal proposal and therefore it has come straight to the Board for their consideration. Additional proposals were not solicited as this work is typically completed by the landscape company, given their knowledge of the community, prioritization among clients and few single source snow removal providers. That being said, the rates provided by Lancaster Landscapes are competitive with other firms. Please see the below chart for the price increases, highlighted below, from the '20-'21 season to the '21-'22 season.

Item	'20-'21 Rates	'21-'22 Rates
Plowing	\$128/hr	\$130/hr
Salt/Sand Spreading, 2hr min.	\$110/hr	<mark>\$130/hr</mark>
Snow Piling	\$155/hr	<mark>\$225/hr</mark>
Sidewalk Clearing/Snow Plowing	\$105/hr	<mark>\$110/hr</mark>
Hand Shoveling, 2hr min.	\$48/hr	<mark>\$53/hr</mark>
Hand Application of Material, 2hr min.	\$72/hr	\$72/hr
Sand – Bulk	N/A	\$140/ton
Sandbag/50lbs	\$18/bag	\$18/bag
Salt - Bulk	\$150/ton	\$220/ton
Salt - Bag	\$21/bag	\$23/bag
Sand/Salt Mix – Bulk	N/A	\$28/bag
Other Mats/Bag only (Urea, Safe-Step, Etc)	\$28/bag	\$28/bag
Automatic Ice/Snow Follow up Service	Billed accordingly to	Billed accordingly to
	time and materials	time and materials
	used	used

CAMP Recommendation

It is recommended that the Board approve the snow removal proposal submitted by Lancaster Landscapes for the 2021 – 2022 season.







CORPORATE HEADQUARTERS
5019-B Backlick Rd – Annanadale, VA 22003
(703) 846-0944 – Fax: (703) 846-0952
www.lancasterlandscapes.com



PROUDLY SERVING WASHINGTON – MARYLAND – VIRGINIA SINCE 1962

WINTER MAINTENANCE SERVICE AGREEMENT

CAMERON STATION MASTER HOMEOWNERS ASSOCIATION

PROPERTY LOCATION: 200 CAMERON STATION BLVD. ALEXANDRIA, VA 22304 DATE OF SERVICE(S): NOVEMBER 15, 2021 THROUGH MARCH 15, 2022

Lancaster Landscapes, Inc., will provide the undersigned with all necessary labor, equipment and materials required to perform Winter Maintenance services throughout the above referenced Property, to include Common Streets, Walkways, Paved Areas, etc. as agreed upon with the managing agent

EQUIPMENT USED	SERVICE TYPE	RATE	CUSTOMER INITIALS	SPECIAL INSTRUCTIONS
Truck with 8' plow, 2 hour minimum	Plowing	\$ 130.00 / hour		
Salt/Sand spreader, 2 hour minimum	Salt/Sand	\$ 130.00 / hour		
Bobcat/on-site; set up & delivery \$200.00, limited availability; 2 hr. minimum	Snow Piling	\$ 225.00 / hour		
All Terrain Vehicle (ATV)	Sidewalk clearing/snow placwin	\$110.00/hour		

MANUAL SERVICES, (With Hand-held Equipment & Material)	RATE	CUSTOMER INITIALS	SPECIAL INSTRUCTIONS
Hand <u>Shoveling</u> , 2 hour minimum	\$ 53.00 / hour		3
Hand Application of Material, 2 hour minimum	\$ 53.00 / hour		
Snow Blower, 2 <u>hour</u> minimum	\$ 72.00 / hour		3

MATERIALS	RATE	CUSTOMER INITIALS	SPECIAL INSTRUCTIONS
Sand Bulk	\$140.00 perton		
Sand Rag/50 lbs	\$18. <u>00 per</u> bag		
Salt Bulk	\$220.00 perton		
Salt Bag	\$ 23.00 per bag		
Sand/Salt Mix Bulk	\$210.00 perton		
Other <u>Mats /</u> Bag Only (<u>Urea.Safe</u> -Step,Etc)	\$28.00 per bag		
Automatic Ice/Snow Follow-up Service	Billed according to time & materials Used		

DATE: 8/25/2021	CONTRACTING OFFICER:	DATE:	250
	REPRESENTATIVE FOR:		
BY: Quenne Zulsti	CAMERON STATION HOA	BY:	
Adrienne Zaleski LANCASTER LANDSCAPES, INC.			

Please sign both pages, keep one copy for your records and return a copy to Lancaster Landscapes, Inc. for our files.



Cameron Station Community Association, Inc. Board of Directors Decision Request September 28, 2021

TOPIC: Border Fence Replacement

Motion:

"I move to APPROVE the Border Fence Replacement as proposed by Long Fence for the cost of \$159,674.00. This would be funded from the Reserves." 2^{nd} :

Summary:

As you may recall, earlier in the year the Board approved the repair of a section of fencing located behind the Woodland Hall and Pocosin Pocket Park area. During the course of the repair, it was noted that there was far more wood rot then initially observed and while the repair of the fence was completed for a portion of the fence line, it is not does not address the full extent of the fence issue.



As a result, a full fence line inspection was conducted, and proposals were solicited for a full replacement of the entire border fence in this location. The pricing range of the proposed replacement is \$154,200 - \$250,400.

This item was discussed at the September Common Area Committee, as management was still finalizing the proposals. Proposals were received after the meeting and provided to the committee electronically for a vote. The committee voted unanimously to approve the Long Fence proposal.

Please see the attached proposals obtained and below chart including the warranties for your review and consideration.

		<u> </u>
Contractor	Proposal Price	Warranty
Long Fence	\$154,178 with nails (2ft lattice)	Labor: 1yr
	\$159,674 with screws (2ft lattice)	Materials: 1yr
Hercules Fence	\$236,381.88 (1ft lattice)	Labor: 1yr
		Materials: lifetime limited (only for fungus and termites)
Armor Fence	\$232,146 (1ft lattice)	Labor: 1yr
	\$250,380 (2ft lattice)	

CAMP Recommendation

Management does not have any issues with the Long Fence proposal as presented and recommends approval.

VIRGINIA

4114 Legato Road, Suite 200 Fairfax, Virginia 22033 MARYLAND

209 West Street, Suite 302 Annapolis, Maryland 21401



Commercial Proposal (703) 471-0960

LONG FENCE

Order No.

Date 9-20-2021

Class A Virginia Contractor's License CIC HIC#2701-013490A

42521 John Mosby Highway Chantilly, Virginia 20152

(703) 494-1000 (Prince William Co.) • (703) 471-0960 (Loudoun Co.) • Fax (703) 478-3545

www.longfence.com

BUYER:	Cameron Station Community Association	on		ATTENTION:	Toni Mancin	elli	
STREET:	200 Cameron Station Blvd	CITY:	Alexandria	STATE:	VA	Zip	22304
JOB NAME:	Replace 2866 LF of Wood Fence		TEL:	703-567-4881	Cell:		
ADDRESS:			·	COL	JNTY:		

Long Fence Company, Inc., herein referred to as Seller, proposes to furnish and install:

Remove & Haul

• 2866 LF of wood Fence

Install

Privacy Wood - Board and Batten with Criss Cross lattice

Furnish and install 2131 linear feet of 10' high all pressure treated pine board and batten fence. Specification of fence is as follows:

• Posts: 6" x 6" PTP with Plastic post caps, spaced no greater than 8' apart

Post Footings: Dry pack concrete

Horizontal Runners: Each section equipped with Four 2" x 4" PTP horizontal runners

Cap Board: 1" x 6" PTP

Vertical Boards: 1" x 6" PTP nailed vertically on one side of runners, spaced 2" apart
 Batten Boards: 1" x 4" PTP nailed vertically over the gaps in the 1" x 6" boards

Nails: All nails are galvanized steel

2' High Criss Cross Lattice

Labor Warranty: One yearMaterial Warranty: One year

Privacy Wood - Board on Board

Furnish and install 735 linear feet of 6' high all pressure treated pine board on board fence. Specification of fence is as follows:

Posts: 6" x 6" PTP with plastic post caps, spaced no greater than 8' apart

Post Footings: Dry pack concrete

Horizontal Runners: Each section equipped with three 2" x 4" PTP horizontal runners

Cap Board: 1" x 4" PTP

Vertical Boards: 1" x 6" PTP alternating on both sides of runners, spaced 2" apart

Nails: All nails are galvanized steel

Labor Warranty: One yearMaterial Warranty: One year

- \$154,178.00 Installed with nails-Tax included
- \$159,674.00 Installed with Screws-Tax included

Seller proposes to furnish	labor, equipment and materials - complete in acco	rdance	with the above specific	cations for the net cash sum of:	
\$	Tax Included				
\$	deposit with order, net cash balance of	\$		Due on date of substantia	l completion.
Buyer to provide engineering	g, control points for elevation, horizontal and vertical alig	nment, d	etermination of property	lines, access to work area, clearing	g, restoration of
finished grade, re-seeding, or	n-site disposal area for spills, core drilling, setting of inse	rts. Loca	ations of underground util	lities or obstructions that are not id	lentified through the
local one-call service are to b	se marked by Ruyer Seller is held harmless and indemni	fied agai	net claims resulting from	damages to unidentified utilities	The work will be

performed in compliance with industry standards and guaranteed against defects in materials and workmanship for one year. This contract embodies the entire understanding

Purchase Order No.:

Print Name and Title:

Toni Mancinelli

From: Kathleen McCollom < ktmccmcc@comcast.net>

Sent: Tuesday, September 21, 2021 11:55 AM

To: Toni Mancinelli
Cc: Jennifer Gilmore

Subject: Re: Border Fence Proposal Update

We all vote yes.

Kathy

On Sep 21, 2021, at 9:38 AM, Toni Mancinelli tmancinelli@gocampmgmt.comwrote:

Good Morning Kathy,

Please let us know how CAC votes as soon as it's concluded so that we include in the board package if necessary. It doesn't appear that we were copied on the email you sent.

Thank you kindly,

Toni Mancinelli

On-Site Assistant Manager Cameron Station Community Association 200 Cameron Station Blvd Alexandria, VA 22304 Main Line 703-567-4881 Direct Line 703-567-4881 Ext 202

CameronStation.org

Community Association Management Professionals (CAMP) 4114 Legato Road, Suite 200 Fairfax, Virginia 22033 CAMP Main Line 703-821-2267 | Ciranet Customer Service 855-477-CAMP (2267) gocampmgmt.com

From: Toni Mancinelli

Sent: Tuesday, September 21, 2021 9:29 AM

To: Kathleen McCollom < ktmccmcc@comcast.net>

Subject: RE: Border Fence Proposal Update

No problem!!

Thank you kindly,

Toni Mancinelli

On-Site Assistant Manager Cameron Station Community Association 200 Cameron Station Blvd Alexandria, VA 22304 Main Line 703-567-4881 Direct Line 703-567-4881 Ext 202

CameronStation.org

Community Association Management Professionals (CAMP) 4114 Legato Road, Suite 200 Fairfax, Virginia 22033 CAMP Main Line 703-821-2267 | Ciranet Customer Service 855-477-CAMP (2267) gocampmqmt.com

From: Kathleen McCollom < ktmccmcc@comcast.net>

Sent: Tuesday, September 21, 2021 12:40 AM

To: Toni Mancinelli < tmancinelli@gocampmgmt.com >

Subject: Re: Border Fence Proposal Update

Hi Toni,

I didn't realize that address group didn't go to the whole committee. Will send out to the rest. Have made my own address group in my home list.

Thanks! Kathy

On Sep 20, 2021, at 4:33 PM, Toni Mancinelli <tmancinelli@gocampmgmt.com</pre> wrote:

kgerron@ddcpublicaffairs.com

RESIDENTIAL COMMERCIAL HIGH SECURITY





FORCE PROTECTION INTEGRATED GATES ACCESS CONTROL, CCTV. INTRUSION DETECTION

"Security in Every Job"

Since 1955

PROPOSAL

Date: 9/20/2021

To: Toni Mancinelli

From: Corbin Keith

Re: Fencing for Cameron Station Alexandria

The following represents the cost(s) to furnish labor and materials to install the indicated items for the above referenced project:

Scope of Work:

- Removal of Approximately 2870 Linear feet of existing wood fence
 - o Posts cut below grade and all material disposed of via dumpsters
 - o Footage shown on "CSCA Border Fence Footage new estimate" sheet received on 9/17/21
- Furnish and Install Approximately 435 Linear feet of 6' high pressure treated pine fence, board on board
 - o Posts: 6" x 6" x 6"
 - To include post caps
 - o Rails: 2" x 4" x 8'
 - o Boards: 1" x 6" x 6'
 - o Cap boards: 1" x 4" x 8'
- Furnish and Install Approximately 2430 Linear feet of 10' high pressure treated pine fence w/1' of lattice, board and batten
 - o Posts: 6" x 6" x 11"
 - To include post caps
 - o Rails: 2" x 4" x 8'
 - o Boards: 1" x 6" x 10' alternated with 1" x 4" x 10'
 - o Lattice: 1' x 8' w/diagonal 1/2" holes
 - o Cap boards: 1" x 4" x 8'

Price to Install: \$236,381.88

Corporate Office 1526 Early Street Norfolk, Virginia 23502-1604

757-321-6700 Fax 757-321-6710 Peninsula

1807 George Washington Highway Yorktown, Virginia 23693 757-316-3600

Fax 757-316-3604

Richmond

11074 Air Park Road Ashland, Virginia 23005 804-752-7992 Fax 804-752-7121

Northern Virginia 8194 Euclid Court Manassas Park, Virginia 20111 703-551-2609 Fax 703-361-2127

Maryland 8580 Mission Road Jessup, Maryland 20794 410-799-1555 Fax 410-799-0008

Raleigh 6001 Triangle Drive Suite B Raleigh, North Carolina 27617 919-571-3252 Fax 919-571-3253

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- Permits or permit fees Rock excavation Bonding Core drilling Testing Padlocks
- Grounding Painting & staining Wage scale As-Built drawings All electric work
- All conduits, pull wires, and control wiring Performance of X-Rays on concrete
- Integration with any or all other systems such as Video, Security, or Fire Asphalt Patching
- Excavation or penetration through any unforeseen underground structures Signs
- Removal of existing fence or obstructions- Removal or Re-location of unforeseen underground structures
- Restoration or replacement of Landscaping Removal or Re-location of underground utilities, public or private
- **-Qualifications:** Dirt spoils to be scattered adjacent to excavation; owner, owner's representative, engineer, general contractor, builder, or other responsible party to mark locations of fence and provide elevations as necessary; all pricing is based on payment for stored materials and includes (1) mobilization for installation of all work outlined; Above price is predicated on clear access for and use of digging machinery, Along with all posts being dug in earth no asphalt or concrete digging.
- Acceptance of this proposal and scope of work shall include the incorporation of above exclusions into any other contract, purchase order, work order, or other authorization document. Any authorization to proceed with work as defined within this proposal must contain all exclusions unless otherwise amended.

TERMS/CONDITIONS

Terms: Net 10 days. Proposal is valid for 10 days for purpose of acceptance.

Conditions: Contractor is only responsible for written terms of this contract. Deviations or changes to terms must be written and may involve additional charges. Purchaser is responsible for necessary permits. Hercules will assist with fence location and zoning restrictions but assume no liability for either. Purchaser assumes liabilities and indemnifies Hercules for damage to unmarked underground utilities, sprinklers or construction and for damage where fence coincides with marked utility line that cannot be avoided, hidden obstacles which cannot be pre-determined and require additional labor will require an additional charge. In the event purchaser defaults on payment terms the full amount shall be due immediately. Past due payments will be subject to a delinquency charge of 2% per month, purchaser agrees to pay all costs of collection including attorney's fees 0f 33% of the amount referred.

Any project that includes gate operator systems or access controls and that work cannot be completed through no fault of Hercules Fence Company, the Fence and all other work completed will be due and payable.

Proposed by: Corbin Keith

Accepted by: ______Date____

Corporate Office 1526 Early Street Norfolk, Virginia 23502-1604 757-321-6700 Fax 757-321-6710 Peninsula 1807 George Washington Highway Yorktown, Virginia 23693 757-316-3600 Fax 757-316-3604 Richmond 11074 Air Park Road Ashland, Virginia 23005 804-752-7992 Fax 804-752-7121 Northern Virginia 8194 Euclid Court Manassas Park, Virginia 20111 703-551-2609 Fax 703-361-2127 **Maryland** 8580 Mission Road Jessup, Maryland 20794 410-799-1555 Fax 410-799-0008 Raleigh 6001 Triangle Drive Suite B Raleigh, North Carolina 27617 919-571-3252 Fax 919-571-3253



Prepared for Customer:

Toni Mancinelli 200 Cameron Station Blvd Alexandria, VA 22304

(703) 567-4881 | tmancinelli@gocampmgmt.com



Evaluated on: Friday, September 17, 2021

Evaluated By:

Keith Brantner

(703) 906-4120 | keith.armorfence@gmail.com

Armor Fence LLC www.armorfenceco.com MHIC# 135435 | VA Class A # 2705-068210

9160 Prince William St Manassas, VA 20110 (703) 361-1141 4014 Mountville Rd, Bldg G Jefferson, MD 21755 (301) 473-5000

Ref #12666 Page 1 of 5

Scope of Work

Armor Fence would like to thank you for allowing us to quote your outdoor project for you. We're a small, family-owned company and we've been in business for almost 30 years.

We pride ourselves on providing the highest quality customer service and craftsmanship. We have prepared the below estimate especially for you.

******ARMOR FENCE LLC IS NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND SPRINKLERS OR PRIVATE UTILITIES*******

Due to the material shortages and price fluctuation estimates are only valid for 10 days

******INSTALL TIME IS APPROXIMATELY 5-6 WEEKS FOR STOCK
MATERIALS, CUSTOM ORDERS WILL BE 8-12 WEEKS PLEASE CHECK
WITH YOUR ESTIMATOR ON YOUR PRODUCT ******

wood

Project Details

Walk Gates	Double Gates			
N/A	N/A			
Dirt and Debris	Remove existin	ig Fence By	Clearin	g Done By
N/A	Armor Fence		N/A	
Post Caps	Wire Mesh Type	Property Pins F	ound	Permit By
N/A	N/A	N/A		N/A

Overview

Option one - Furnish and install 435 feet of 6 foot high pressure treated pine board on board fence with 6x6 post at the height of existing wall,2,431 feet of 8 foot high pressure treated pine board and batten fence with one foot of lattace. Cost \$232,146.00 (Price includes removal of old fence)

Option for two foot of lattace add \$18,234.00

Ref #12666 Page 2 of 5

Costs

Total: \$0.00

Payment Terms

One-Time Payment

Due at project completion

\$0.00

Please <u>click here</u> if you would like to pay your deposit online.

Ref #12666 Page 3 of 5

Terms & Conditions

Disclaimers

Armor Fence LLC hereby reserves the right to specify details of the project by drawings, sketches, or other means of planning the details in specified written graphic. Any such items shall be deemed to be a condition or term of this contract and the customer's signature herein shall be evidence of their full consent and agreement to such written graphic.

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standards practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders. There will be an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Customer to carry fire, tornado, and other necessary insurance.

ARMOR FENCE LLC is not responsible for property lines or underground utilities. This embodies the entire understanding between the parties and there are no verbal agreements or representations in connection therewith. All treated structural lumber is to comply with grading rules of S.P.I.B. Gate framing to be non-treated SPF lumber. If balance is not paid upon completion, customer agrees to pay accrued interest in the amount of 2% monthly, plus customer agrees to all cost of collection including court cost and attorney's fees.

1

Contract

TERMS: Net due upon completion. Interest at 2% per month will be charged on all past due accounts, except where the maximum rate permissible by law is lower, then at such amount.

EXTRAS: Armor Fence LLC is not responsible for any damage to underground sprinklers or private utilities. In consideration of the price herein quoted, the Customer agrees that the fence lines will be clear of all obstructions and that the lines will be properly marked by customer by stakes or otherwise. ARMOR FENCE LLC is not responsible for any land survey. The price herein named does not contemplate the encountering of rocks, boulders, or other conditions that mandate the use of jackhammers or other coring equipment. If these conditions are encountered and if it is necessary to drill for the setting of the posts or to furnish extra large or deep foundations for the posts or to perform any extra labor, an extra charge of \$60.00 per hour will be made to cover the additional expense involved.

DELAYS: Contracts that include erection are taken on condition that the entire work is erected without interruption. If it is necessary to make more than one trip to complete the erection on account of changes or delays on the part of the Customer or any neighbors, an extra charge will be made to cover the additional expense involved. In the event of any undue delay caused by any other party other than ARMOR FENCE LLC, then ARMOR FENCE LLC shall have the right to collect any increases in cost from the Customer.

CHANGES: No changes in measurements, location of lines, or conditions are valid except as mutually agreed upon by the Customer and ARMOR FENCE LLC, in writing. No handwritten alterations to the proposal will be legally binding unless agreed to by an actual agent of ARMOR FENCE, LLC. Any changes from the original contract and/or drawings must be made prior to arrival of the installation crew. Otherwise, a charge of \$50 per hour will be assessed to the Customer for any delays caused by such changes. Furthermore, it is expressly understood that the cost of additional work exceeding the original contract will be borne by the Customer.

RIGHT TO CANCEL: The Customer may cancel this transaction, without cost, within three business days from the Acceptance Date on the bottom of this form.

PAYMENT: We require a 50% deposit upon acceptance of contract. The remaining balance is due once the work is finished **ESTIMATES / INITIAL CONSULTATIONS:** We will gladly provide free estimates. The estimate is only an estimate. The price is subject to change due to any of the following conditions: (1) added material; (2) severe digging conditions including, but not limited to areas that include concrete, asphalt, stone. and/or underground debris; or (3) change in materials ordered. The Customer agrees that all material remains the property of ARMOR FENCE LLC until fully paid for, and the materials can be removed for non-payment.

However, as the permitting and drafting process takes several hours, all plans and permits belong to ARMOR FENCE LLC until we are paid in full. If a Customer wishes to have copies of these materials prior to ARMOR FENCE LLC completing the work, there is a minimum charge of \$400.00.

GENERAL: Location of property line, well(s), pool pipes, electric lines, sprinkler systems, or any private utility will be clearly marked by the Customer, and any damage incurred due to incorrect markings or otherwise will solely be the responsibility of the Customer to repair. Lawn damage can be expected while working in adverse weather conditions and will be the Customer's responsibility. A reasonable amount of yard disturbance can be expected when installing or removing an existing

Ref #12666 Page 4 of 5

fence, and the Customer assumes the risk for any and all yard disturbance associated with the installation contemplated herein. ARMOR FENCE LLC will not be liable for any damage to the yard or any other surrounding property, including damage to any plants, trees, shrubs, or any other landscape items during installation. Customer is to notify ARMOR FENCE LLC where to place excess dirt.

Customer is responsible for ensuring compliance with any and all applicable Homeowners Associations' guidelines, Customer is responsible for any County approvals that may be necessary except permits as agreed to by all parites. Failure to obtain such approvals for and/or violations of any applicable Homeowners Associations' guidelines shall not be a legitimate basis for refusing to pay any existing balance due.

If an attorney is used to enforce or collect any obligations due on this contract, the Customer agrees to pay ARMOR FENCE LLC's reasonable attorney 's fee and court costs, in addition to any sums that are due and owing.

This contract is governed by by the law of Virginia without regard to its conflict of law provisions. If any part of this contract is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

The Customer shall assume full responsibility and shall idemnify and hold harmless ARMOR FENCE LLC, and its owners, officers, directors, employees, or agents, from and against all claims relating to the installation contemplated in this contract. The Customer agrees that if this contract is cancelled by him/her, for any reason, ARMOR FENCE LLC shall be entitled to recover as liquidated damages, and not as a penalty for forfeiture, a sum equal to 15% of the contract price plus reimbursement for all out of pocket expenses to include, but limited to, permit costs, material restocking fees, special order material, office work, and downtime.

GUARANTEE: There is a one year warranty on workmanship during this time, and the ARMOR FENCE LLC nameplate must remain attached for warranty to be valid. Wood is a natural product and no tree is perfect; therefore, ARMOR FENCE LLC cannot be held responsible for natural shrinking, warping, knots or checking.

This project is contingent upon obtaining permits, H.O.A. and all other conditions beyond ARMOR FENCE LLC's control. ARMOR FENCE LLC PHYSICAL ADDRESS: 9414 Prince William Street • Manassas, Virginia 20110

By signing any forms or agreements provided to you by Armor Fence LLC, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.

Armor Fence LLC Authorized Representative			
Signature Keith Brantner	Date:	9/17/2021	
Customer			
Signature:	Date:		

Ref #12666 Page 5 of 5



Cameron Station Community Association, Inc. Board of Directors Decision Request September 28, 2021

TOPIC: Dissolution of the Executive Committee of the Board

Motion:

"I move to APPROVE dissolving the Executive Committee of the Board." 2nd:

Summary:

The Executive Committee was created for a specific legal matter which has since been settled and dismissed. Therefore, the need for the Executive Committee is no longer necessary.

CAMP Recommendation

Management recommends that the Board approve the dissolution of the Executive Committee of the Board.





Cameron Station Community Association, Inc. Board of Directors Decision Request September 28, 2021

TOPIC: Annual Meeting – Hybrid vs Virtual

Motion:

"I move to APPROVE the virtual platform for holding the Annual Meeting." 2nd:

Summary:

As we are planning and preparing for the upcoming Annual Meeting, we are seeking confirmation from the Board regarding the intention to hold the meeting in person or virtually as was conducted last year. Please keep in mind, based on the report provided at the last Board meeting COVID numbers are on the rise, specifically in the Alexandria area. Given that it is unpredictable, it is suggested that the Board consider doing a fully virtual meeting. Unless the meeting were to be held at the clubhouse, with limited attendance, a hybrid meeting would not be possible at the school.

CAMP Recommendation

Management recommends that the Board plan to meet virtually for the Annual Meeting.





Cameron Station Community Association, Inc. Board of Directors Decision Request September 28, 2021

TOPIC: Admin Resolution 21-10 for Board Meetings

Motion:

"I move to APPROVE Administrative Resolution 21-10 for Board Meetings as provided by the Association's Attorney."

2nd:

Summary:

Please see the attached draft resolution provided by the Association's Attorney for your review and consideration.

CAMP Recommendation

Management recommends that the Board approve the Admin Resolution as provided by the Association's Attorney.



CAMERON STATION COMMUNITY ASSOCIATION, INC. ADMINISTRATIVE RESOLUTION NO. 21-10

(Parliamentary Procedures Governing Board Meetings)

WHEREAS, Article III, Section 3.4 of the Amended Bylaws of Cameron Station Community Association ("Bylaws") states that "The Board of Directors shall have 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 the Project Documents require to be exercised and done by the Association's membership;" and;

WHEREAS, Article III, Section 3.4 of the Amended Bylaws provides the Board with the power to enact and amend rules and regulations not inconsistent with the Association Documents; and

WHEREAS, Article III, Section 3.12 of the Bylaws provides that all Board meetings shall be conducted in accordance with the then current edition of Roberts Rules of Order, except when the Virginia Code or Project Documents may be in conflict.; and

WHEREAS, Article II, Section 2.1 of the Bylaws states the Board of Directors shall be required to call and conduct at least one membership meeting every calendar year, which shall be called the Annual Meeting; and

WHEREAS, the most recent edition of Robert's Rules of Order contains certain informal procedures that are applicable to a small Board such as the Association's Board, which a small Board has the option of using to govern parliamentary procedure during Board meetings; and

WHEREAS, the Board intends to use certain provisions in the most recent edition of Robert's Rules of Order that apply only to assemblies of small boards, while retaining other rules set forth in Robert's Rules of Order that apply to all boards; and

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board duly adopts the following rules and policies:

I. INFORMAL PROCEDURES GOVERNING BOARD MEETINGS

The following informal procedures shall be used during all meetings of the Board of Directors:

- A. Board members do not have to stand or be recognized by the chair in order to speak or make motions.
- B. A board member may speak any number of times on a question, and motions to close or limit debate are generally not permitted.
- C. A motion does not have to be pending in order to discuss a subject informally.
- D. Votes can be taken initially by a show of hands.

- E. If a proposal is perfectly clear to everyone it may be voted on even though no formal motion has been made.
- F. In putting questions to a vote, the chairman need not stand.
- G. The President can participate in debate just as any other board member.

II. FORMAL PROCEDURES GOVERNING A BOARD MEETING

With the exception of the informal rules of procedures set forth in Article I hereof, the Board shall use Roberts Rules of Order that govern all assemblies at all meetings of the Board. Such procedures include, without limitation, the obligation for all motions to be seconded by another member of the Board before there is debate or a vote may be taken.

The effective date of this Resolution shall be August 31, 2021.

CAMERON STATION COMMUNITY ASSOCIATION, INC.

By:		
President		

RESOLUTION ACTION RECORD

CAMERON STATION COMMUNITY ASSOCIATION, INC. ADMINISTRATIVE RESOLUTION NO. 21-

(Parliamentary Procedures Governing Board Meetings)

Duly adopted at a meeting o	f the Board of	Directo	ors held		
Motion by:	Seconded by:				
VOTE:	YES	NO	ABSTAIN	ABSENT	
President					
Vice President					
Treasurer					
Secretary					
Director					
Director					
Director					
ATTEST:					
Secretary]	Date		
Resolution effective:			, 20	21.	

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the	foregoing Administrative Resolution was mailed or hand-
delivered to members of Cameron Station	n Community Association, Inc. on this day of
, 2021.	
	Managing Agent



Cameron Station Community Association, Inc. Board of Directors Information Item September 28, 2021

TOPIC: Declaration Amendments

Summary:

As a matter of information, you will recall that the Board reviewed the proposed Declaration changes at the Special Board meeting held on September 16, 2021 and approved the revisions subject to revised language from the Attorney. Please see the attached revised redline of the Declaration.



MARYLAND

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

FOR

CAMERON STATION

COMMUNITY ASSOCIATION, INC.

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THIS DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS is made as of _______, by Cameron Associates L.L.C., a Virginia limited liability company.

RECITALS

Cameron Associates L.L.C, is the owner of certain real estate in the City of Alexandria, Virginia, on which it intends to create a planned community to be known as Cameron Station. In order to provide for the preservation and enhancement of property values, the maintenance and care of common areas and other amenities, and the orderly development and enjoyment of Cameron Station, Cameron Associates L.L.C, desires to subject the real property described on Exhibit A attached hereto, together with such additions thereto as may be made in the manner provided hereinafter, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which are for the benefit of Cameron Associates L.L.C, and Cameron Station.

NOW, THEREFORE, Cameron Associates L.L.C, hereby declares that the real property described on Exhibit A attached hereto, together with such additional real property (otherwise called "Additional Area") as it (or its successors and assigns) may add pursuant to Article II hereof, is and shall be used, held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, as the same may be amended or supplemented from time to time.

ARTICLE I DEFINITIONS

- Section 1.1. <u>General Provisions Definitions</u>. As used herein, the terms listed below shall have the indicated meanings unless otherwise required by the context.
- (a) "Additional Area" shall have the meaning set forth in Article II of this Declaration.
- (b) "Approved Lots" shall mean at any specified time the sum of (i) all Lots (other than Multifamily Rental Sections) and all Multifamily Rental Units then subject to this Declaration, (ii) all Lots (other than Multifamily Rental Sections) and all Multifamily Rental Units on the Additional Area or portion thereof not then subject to this Declaration, and (iii) all other dwelling units which may be developed on the Additional Area or portion thereof not then subject to this Declaration pursuant to the Master Plan for Cameron Station attached hereto as Exhibit B, as the same from time to time may be amended and as the same from time to time shall be deemed amended by site plans from time to time approved by the City, all in accordance with all zoning ordinances, rules and regulations of the City applicable to the Property, as from time to time amended, supplemented, varied or waived.
- (c) "Architectural Review Committee" shall have the meaning set forth in Section 6.5 of this Declaration.

- (d) "Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.
- (e) "Association" shall mean Cameron Station Community Association, Inc., a Virginia nonstock corporation, its successors and assigns, designed to serve as a property owners association with all of the powers and duties set forth in the Property Owners Association Act and Non-Stock Corporation Act of the Virginia Code and the Project Documents.
- (f) "Board of Directors" or "Board" shall mean the executive and administrative body established by Article VIII of the Articles.
- (g) "Builder" shall mean an entity (or person) which (or who) in the regular course of business purchases Lots or raw land of the Property or the Additional Area solely for the purpose of constructing improvements for resale or rental.
- (h) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.
 - (i) "City" shall mean the. City of Alexandria, Virginia.
- (j) "Clerk's Office" shall mean the Clerk's Office of the Circuit Court of the City of Alexandria, Virginia.
- (k) "Cluster Housing Section" shall mean each discrete parcel or section of the Property for which a subdivision plat approved by the City has been recorded in the Clerk's Office subdividing the parcel or section into lots for townhouses, zero lot line residences, two-family residential units and/or other types of attached or cluster housing.
- (l) "Cluster Housing Lot" shall mean each Lot within a Cluster Housing Section.
- (m) "Condominium Section" shall mean each discrete parcel or section of the Property for which Condominium Instruments pursuant to the Virginia Condominium Act (VA. CODE §55-79.39 et seq.) have been recorded in the Clerk's Office providing for the development of the parcel or section as a residential condominium.
- (n) "Condominium Unit" shall mean each dwelling unit within a Condominium Section and each residential dwelling unit within a Non-Residential Section for which Condominium Instruments pursuant to the Virginia Condominium Act (VA. CODE §55-79.39 et seq.) have been recorded in the Clerk's Office.
- (o) "Common Area(s)" shall mean, except as and to the extent otherwise provided herein, all portions of the Property other than Lots and Condominium Sections. Notwithstanding the foregoing, "Common Areas(s)" shall include (i) all real estate specifically designated as "Common Area" or as "Open Space" on recorded plats of the Property, or in this Declaration, any Supplemental Declaration or other amendment to this Declaration, or in any

other instrument executed by Declarant and recorded in the Clerk's Office for the purpose of designating a Common Area, (ii) the portions of the Property designated for "buffers", "scenic easements" or similar purposes on recorded plats of the Property, and (iii) all other real property and improvements and facilities now or hereafter owned by the Association which are intended to be devoted to the common use and enjoyment of the Owners.

- (p) "Declarant" shall mean Cameron Associates L.L.C., a Virginia limited liability company, or any party to which Cameron Associates L.L.C, assigns all or any portion of its rights hereunder by instrument(s) recorded in the Clerk's Office as provided in Section 13.5.
- (q) "Declarant Control Period" shall mean the period of time from the date of recordation of this Declaration in the Clerk's Office until the Class C Membership in the Association terminates pursuant to the Articles.
- (r) "Declaration" shall mean this instrument, as from time to time amended or supplemented.
- (s) "Design and Maintenance Standards" shall mean the architectural standards or guidelines for the construction, alteration or maintenance of buildings or other improvements on Lots to be developed in accordance with Section 6.2.
- (t) "Development Period" means the period of time that the Declarant or Builders are engaged in development or sales of Lots or Sections, or activities related thereto, anywhere on the Property or any portion of the Additional Area (whether or not all or any portion of the Additional Area is subjected to this Declaration). The Development Period shall end when the Declarant and Builders convey all Approved Lots to Owners other than a Builder.
- (u) "Duly Called Meeting" shall mean a meeting of the Members of the Association for which the Association gives notice in accordance with the Bylaws.
- (v) "Lot" shall mean (i) each Single Family Lot, (ii) each Cluster Housing Lot, (iii) each Condominium Unit, (iv) each Multifamily Rental Section, and (v) each Non-Residential Unit from time to time a part of the Property. The term "Lot" shall not include Common Areas, private streets and property or improvements dedicated and accepted by a public authority.
- (w) "Mortgage" shall mean each deed of trust or mortgage recorded against the title of any portion of the Property.
 - $\hbox{``Mortgagee'' shall mean the holder, insurer or guarantor of a Mortgage.}\\$
- (y) "Multifamily Rental Section" shall mean each discrete parcel or section of the Property constructed as a multifamily residential rental project, and each portion of a Non-Residential Section constructed as residential rental unit(s), in each instance for which temporary or final certificates of occupancy have been issued for the rental units.

- (z) "Multifamily Rental Unit" shall mean each rental unit within a Multifamily Rental Section.
- (aa) "Non-Residential Use" shall mean primarily non-residential use and shall include, without limitation, office, retail and restaurant uses.
- (bb) "Non-Residential Section" shall mean each discrete parcel or section of the Property intended for Non-Residential Use or for mixed residential and Non-Residential Use.
- (cc) "Non-Residential Unit" shall mean each portion of a Non-Residential Section intended for Non-Residential Use, including rental units and condominium units.
- (dd) "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" may be used interchangeably with the term "Member".
- (ee) "Project Documents" shall mean this Declaration, any Amended or Supplemental Declaration, the Articles, the Bylaws, and any other documents incorporated therein by reference.
- (ff) "Property" shall mean that certain real property described in Exhibit A attached hereto and such additions thereto as may hereafter be subjected in whole or in part to this Declaration by Declarant pursuant to Article II hereof.
- (gg) "Section" shall mean any of the Single Family Sections, Cluster Housing Sections, Condominium Sections, Multifamily Rental Sections, and Non-Residential Sections.
- (hh) "Single Family Section" shall mean each discrete parcel or section of the Property for which a subdivision plat approved by the City has been recorded in the Clerk's Office subdividing the parcel or section into lots for single family, detached dwelling units.
 - (ii) "Single Family Lot" shall mean each Lot within a Single Family Section.
- (jj) "Supplemental Declaration" shall have the meaning set forth in Section 2.4 of this Declaration.
- (kk) "Upkeep" means care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.
- (ll) "Virginia Code" shall mean the Code of Virginia (1950), as amended, and in effect as of the date of recordation of this Declaration and as amended from time to time thereafter. If any sections of the Virginia Code referred to in this Declaration are hereafter repealed or recodified, each such \ reference herein shall be deemed to apply to the section of the, Virginia Code that is the successor to the previous section ' referred to herein, or, if there is

no successor section because the code section has been repealed, such reference herein shall be interpreted as if the section had been repealed.

Section 1.2. Construction of Project Documents.

- (a) <u>Pronouns and Captions</u>. Unless the context indicates otherwise, words in the singular number shall be deemed to include words in the plural number and vice versa, and words in one gender shall be deemed to include the other gender. The table of contents, titles to articles, and section headings are for convenience only and neither limit nor amplify the provisions of the Project Documents.
- (b) <u>Severability</u>. Each provision of the Project Documents is severable from every other provision, and the invalidity of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any Court of law finds any provision of the Project Documents to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and the provisions shall be enforced to the extent practicable.
- (c) <u>Interpretation</u>. If there is any conflict between the Project Documents, the Declaration shall control. If there is any conflict between the Declaration and the Virginia Code, the Virginia Code shall control, but the Declaration and the Virginia Code shall be construed in the most harmonious light possible. Particular provisions in the Declaration shall control over general provisions and provisions which appear later shall control over provisions which appear earlier in the Declaration, should they be in conflict. All provisions shall be interpreted consistently with the intent of the Declarant to create a planned community with uniformity of appearance and organizational efficiency.
- (d) <u>Relationship of Project Documents and Incorporation By Reference</u>. The Project Documents shall be construed together and shall be deemed to incorporate one another. Tiny requirements as to the content of one shall be deemed as satisfied if the deficiency can be cured by reference to any of the others.

Section 1.3. The Association.

- (a) <u>Creation</u>. Cameron Station Community Association, Inc. is a non-stock corporation organized and existing under the laws of the Commonwealth of Virginia, charged with the duties and vested with the powers prescribed by law and set forth in the Project Documents.
- (b) <u>Membership</u>. Every Owner of a Lot shall be a member of the Association, Membership shall not be separated from ownership of any Lot. Upon the delivery of a deed at the closing of the sale of a Lot, the membership of the seller as to that Lot shall cease.

Upon acquiring title to a Lot, each new Owner shall immediately give written notice to the Association of his/her name and address and the number and address of the Lot. If the new

Owner fails to give the Association such notice within thirty days after acquiring title to such Lot, then the Association may assess the Owner pursuant to Article VIII hereof for the costs it incurs to obtain this information.

(c) <u>Classes of Members; Voting Rights</u>. The classes of membership and the members' voting rights shall be as set forth in the Articles.

ARTICLE II PROPERTY SUBJECT TO COVENANTS AND DEVELOPMENT OF PROPERTY BY DECLARANT

- Section 2.1. <u>Property Subject to Covenants.</u> The real estate which is subject to this Declaration as of the first date of its recordation in the Clerk's Office is described in Exhibit A hereto. The Declarant contemplates the extension of this Declaration to certain additional portions of the real estate described in Exhibit B hereto and referred to in this Declaration as the "Master Plan."
- Section 2.2. <u>Development of Property by Declarant</u>. The Declarant contemplates the extension of this Declaration to certain additional portions of the real estate described in Exhibit B hereto and the possible extension of this Declaration to other real estate from time to time hereafter owned by the Declarant and located within a one-half (0.5) mile radius of the real estate described in Exhibit B and such other real estate hereafter owned by Declarant and within such one-half mile radius being collectively referred to as the "Additional Area"); however, the Declarant shall not be obligated to bring all or any part of the Additional Area within the scheme of development established by this Declaration, and no negative reciprocal easement shall arise out of this Declaration so as to benefit or bind any portion of the Additional Area until the Declarant expressly subjects such portion of the Additional Area to the provisions of this Declaration in accordance with Section 2.3 below and then such portion of the Additional Area shall be subject to any additions, deletions and modifications as are made pursuant to Section 2.3.
- Section 2.3. Right to Subject Additional Area to Declaration. The Declarant reserves the right exercisable in the sole discretion of the Declarant (and without the joinder or consent of any other Owner, any Mortgagee or any other person or entity) at any time and from time to time prior to the twentieth (20th) anniversary of the recordation of this Declaration, to subject the Additional Area, or such portions thereof as Declarant shall determine, together with improvements thereon and easements, rights and appurtenances thereunto belonging, to the provisions of this Declaration in whole or in part. Any portion of the Additional Area which is not, on or before twenty (20) years from the date hereof, subjected to the provisions of this Declaration in whole or in part pursuant to this Section 2.3 and thereby constituted a part of the "Property", shall cease to be "Additional Area". Each of the additions authorized pursuant to this Section 2.3 shall be made by Declarant's executing and recording in the Clerk's Office an Amended Declaration describing the portion(s) of the Additional Area subjected to this Declaration. However, no negative reciprocal easement shall arise out of any additions, deletions or modifications to this Declaration made in the instruments subjecting the Additional

Area to this Declaration except as to the real estate expressly subject to such additions, deletions and modifications.

- Section 2.4. <u>Supplemental Declarations</u>. In furtherance of the unilateral right of the Declarant to subject Additional Area to this Declaration as provided in Section 2.3, the Declarant may, in its discretion, execute and record one or more supplemental declarations (each a "Supplemental Declaration") for the purpose of establishing certain additional or different covenants, conditions, restrictions and easements applicable to a specific Section or Sections. However, no negative reciprocal easement shall arise out of any Supplemental Declaration so as to bind any Section not expressly subjected thereto.
- Section 2.5. <u>Power Not Exhausted by One Exercise, Etc.</u> No exercise of the power granted Declarant hereunder as to any portion of the Additional Area shall be deemed to be an exhaustion of such power as to other portion(s) of the Additional Area not so subjected to the provisions hereof or to the provisions of a Supplemental Declaration. The discretionary right of Declarant to subject the Additional Area to the provisions of this Declaration or a Supplemental Declaration is not conditioned upon or subject to the approval of any other Owner, Mortgage or other person or entity, and, therefore, the requirements set forth in Section 13.4 for amendments to this Declaration shall be inapplicable to this Article II. The failure of Declarant to extend the provisions of this Declaration to the Additional Area or any portion(s) thereof shall not be deemed to prohibit the establishment of a separate scheme of development (including provisions substantially similar or identical to those contained herein) for such portion(s) of the Additional Area to which this Declaration is not extended.
- Section 2.6. <u>Development of Additional Area</u>. The portion(s) of the Additional Area subjected to the provisions of this Declaration may contain 'additional Common Areas and facilities to be owned and/or maintained by the Association.
- Section 2.7. <u>Master Plan</u>. The term "Master Plan" shall refer to Exhibit B attached hereto and is a graphic depiction of the Approved Lots for Cameron Station. Nothing therein shall be deemed to constitute a representation by Declarant to the Association or any Owner that Cameron Station shall be developed exactly as depicted on the Master Plan, and the Declarant hereby reserves the unilateral right to amend the Master Plan until the end of the Development Period at any time and from time to time in its sole discretion and without the joinder or consent of any other Owner, any Mortgagee or other person or entity.

ARTICLE III EASEMENTS

Section 3.1. <u>Development Easements</u>.

- (a) Easements Reserved to the Declarant.
- (1) <u>Easement to Facilitate Development</u>. The Declarant hereby reserves blanket easements over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, and the reasonable means of

access thereto, including without limitation, (i) temporary slope and construction easements, (ii) drainage, erosion control, and storm and sanitary sewer easements (including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that any disturbed portions of the Property shall be restored as near as practicable to its original condition, (iii) easements for the storage (in a sightly manner) of reasonable supplies of building materials and equipment necessary to complete the improvements, and (iv) easements for the construction, installation and Upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

(2) Easement to Facilitate Sales. The Declarant hereby reserves an easement to (i) use any Lots owned or leased by the Declarant, any other Lot with the written consent of the Owner thereof, or any portion of the Common Area or the common elements of any Condominium Section or any intended public area of a Multifamily Rental Section or a Non-Residential Section (including any improvement(s) thereto), as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas (provided, however, that the Declarant shall remain responsible for the operating expenses of any portion of the Property used for the foregoing purposes), (ii) place and maintain in any location on any Lot and on the Common Area, and the common elements of any Condominium Section, street and directional signs, temporary promotional signs, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; provided, however, that all signs shall comply with applicable governmental regulations, and (iii) relocate, alter or remove all or any of the above from time to time at the Declarant's sole discretion.

(3) Easement for Utilities and Related Services.

- (i) The Declarant hereby reserves a blanket easement over the Property for ingress, egress, installation, operation and Upkeep to provide any portion of the Property or the adjacent real estate, with any utilities, including without limitation, water, sewer, drainage, gas, electricity, telephone and other telecommunications service, and cable television service, whether public or private, together with reasonable rights of access. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated only where permitted by the Declarant or contemplated on any site plan or subdivision plat approved by or recorded by the Declarant. Such utilities or services may be installed above ground during periods of construction if approved by the Declarant. The person installing or providing Upkeep of the utility or service shall use such person's best efforts to install or provide Upkeep without disturbing the Owners, complete all installation or Upkeep as promptly and expeditiously as possible, and restore any disturbed portions of the Property to substantially its original condition as soon as practicable.
- (ii) If the person installing the utility or providing service pursuant to the easement hereby created requests a specific easement by separate recordable document, then the Declarant hereby- reserves the right to grant all such specific easements, rights-of-way and licenses over and through all portions of the Property and the Additional Area, including (1)

Common Areas; (2) the common elements of any Condominium Section; (3) any property conveyed to a Builder prior to subdivision; and (4) all Lots, for the installation of, reasonable means of access to, and Upkeep of, equipment for the purpose of providing to any portion of the Property, the Additional Area or any adjacent property any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone and television service, whether public or private, or for any other purpose necessary or desirable for the orderly development of the Property or the Additional Area, or for the benefit of adjacent property.

- (4) <u>Dedications and Easements Required by Governmental Authority.</u>
 The Declarant hereby reserves the right to make any dedications and to grant any easements, rights-of-way and licenses required by any government or governmental agency over and through all or any portion of the Common Area owned in fee simple by the Association.
- (5) <u>Landscaping Easements; Community Trails</u>. The Declarant hereby reserves landscaping easements over and through the Common Areas, the common elements of any Condominium Section, the Lots, and all portions of the Additional Area, for the purpose of construction, installation, irrigation and maintenance of landscaping features, including without limitation, plants, trees, earth berms and other ground contouring, including reasonable rights of access thereto. The Owner of any Lot (or the condominium association of any Condominium Section and any owner of any portion of the Additional Area) burdened by the foregoing easement shall not construct any improvements within the easement area without the permission of the Architectural Review Committee. Through separate agreement, an Owner (condominium association or owner of any portion of the Additional Area, as the case may be) may be required to maintain that portion of easement area located on such Owner's Lot (or such associations' common elements or such owner's portion of the Additional Area). In the absence of such an agreement, the Upkeep of all such easement areas shall be performed by the Association as an expense of the Association.

In addition to the foregoing, the Declarant reserves the right to grant trail easements and install trails over all portions of the Property (including, over and across Lots, common elements of Condominium Sections and Non-Residential Sections) as from time to time established on subdivision plats and site plans for the Property or otherwise by the Declarant, in each instance without the prior permission or approval of any other Owner or Mortgagee or other person or entity, and to grant to the Association and each Owner an easement for access and enjoyment over and across such trails. Any such trails shall be available for the use of all Owners and shall be deemed a part of the Common Area notwithstanding that such trail(s) may be located within the boundaries of any Lot or a Condominium Section or Non-Residential Section. Upkeep of the trails shall be performed by the Association as an expense of the Association.

(6) <u>Storm Water Management Easement</u>. The Declarant hereby reserves an easement over and through the Property for the construction and Upkeep of storm water management facilities, including storm water retention areas, together with reasonable rights of access, all for the benefit of the Property and, in the discretion of the Declarant pursuant to City approvals, for the benefit of any adjacent and/or neighboring properties, subject, however, to the obligation of the owners of such properties to bear an equitable portion of the

expense of Upkeep for such storm water management facilities as from time to time may be determined by the Declarant.

- (7) <u>Access to Adjacent Roof</u>. The Declarant hereby reserves an easement to access the roof of any improvements at any time built on any Lot or any other portion of the Property for the purpose of inspecting or repairing any damage or possible damage to an improvement resulting from roof leakage.
- (8) <u>Storm Water Runoff</u>. In certain cases, storm water runoff from the roof of improvements to be built on a Lot may be directed or piped over, upon or under adjacent Lots, Common Area or other portions of the Property. In such cases, the Declarant hereby reserves an easement to the area so affected for Upkeep to enable the uninterrupted direction and flow of water, and piping, and any affected Owner and the Association, and any of their designees, employees or agents shall have the right, with notice and at reasonable hours, to enter upon such Lot, the Common Area or any other such portion of the Property for the purposes of such Upkeep.
- easement over, through and under the Common Areas, the common elements of any Condominium Section located within the Property or the Additional Area, and the Lots and Non-Residential Sections, for the purpose of maintaining and correcting surface water drainage, which right expressly shall include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other similar action reasonably necessary; provided, that any disturbed portion of the Property shall be restored to its original condition to the extent practicable. The Declarant shall give to all affected Owners reasonable prior notice of entry, unless in the judgment of the Declarant an emergency exists, in which case such entry may be immediate and without notice.
- (b) <u>Further Assurances</u>. All conveyances of all portion of the Property are subject to the easements reserved in this Section 3.1 and otherwise in this Declaration. Upon written request of the Declarant, the Association and each Owner shall promptly execute, acknowledge and deliver to the Declarant further assurances of such easements as the Declarant may request.
- (c) <u>Duration and Assignment of Development Rights</u>. The Declarant shall have the perpetual right (but not the obligation) to exercise the easements reserved in this Article III. During the Development Period, the Declarant shall have the right to assign and to further grant and convey all or any of the easements reserved under this Article to, or share such rights with, one or more other persons or entities, exclusively, simultaneously or consecutively.
- Section 3.2. <u>Association Authority to Exercise Easements</u>. The easements reserved to the Declarant in clauses 3.1(a)(2)(ii) and (iii), and in paragraphs 3.1(a)(3) through 3.1(a)(9), inclusive, hereby also are reserved for the perpetual benefit of the Association acting through its Board of Directors (and its respective successors and assigns). The Association shall have the unilateral right to exercise, assign and further grant such easements after the expiration of the Development Period and, during the Development Period, the Association must obtain the

written consent of the Declarant before it lawfully may exercise, assign or further grant any such easement. If the Declarant or any Owner requests the Association to exercise its powers under this Section, subject to the foregoing limitation on the authority of the Association during the Development Period, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

Section 3.3. Easement for Upkeep.

- Association Access. The Declarant hereby grants a right of access over (a) and through any portion of the Property (excluding any occupied dwelling) to the Association, the managing agent and any other person authorized by the Board of Directors to make inspections, correct any condition originating in a Lot or in the Common Area (or any common element of a Condominium Section) which threatens another Lot or Common Area (or any such common element), correct drainage, perform installations or Upkeep of utilities, landscaping or other improvements located on the Property for which the Association is responsible for Upkeep (including driveway aprons appurtenant to private streets serving all of the Property other than Multifamily Rental Sections and Condominium Sections), or correct any condition which violates the Project Documents. The agents, contractors, employees, officers and directors of the Association may enter any portion of the Property (excluding any occupied dwelling) in order to utilize or provide for the Upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for any costs incurred by the Association and rendered necessary by any act, neglect, carelessness or failure to comply with the Project Documents for which such Owner is responsible pursuant to Article VIII hereof, and the costs incurred by the Association may be assessed against such Owner's Lot in accordance with Articles V and VIII hereof.
- (b) <u>Easement for Entry</u>. If the Declarant or the Association requires entry to a dwelling unit or other improvement pursuant to this Section, a written notice of intent for entry shall be made in advance and such entry shall be made, to the extent practicable, at a time reasonably convenient to the Owner (or where the improvement is used for commercial purposes, during normal business hours). In the case of an emergency, however, such right of entry to any improvement may be immediate and without notice.

Section 3.4. <u>Limitations on Exercise of Rights and Easements.</u>

- (a) These easements created in this Article III are subject to all easements and encumbrances of record (including those created by this Declaration).
- (b) The Declarant, the Association and every other "person or entity, as appropriate, when exercising any easement granted by this Article, shall: (i) give reasonable prior notice to all affected Owners, unless an emergency exists in which event no notice shall be required; (ii) minimize any economic or aesthetic injury to affected Lots, the Common Area or any other portion of the Property: and (iii) not unreasonably interfere with the affected Owners' use, enjoyment and benefit from such Owners' Lots, the Common Area or any other portion of the Property.

- (c) If an easement is relocated at the request of an Owner or Builder, the cost of such relocation shall be paid by the party requesting the relocation.
- (d) Any damage resulting from the exercise of any easement created in this Article III shall be promptly repaired and the site restored to the extent practicable by the Declarant or the Association, as the case may be, or at the option of the Declarant or the Association, as the case may be, the party responsible for such damage. If any such responsible party shall be an Owner, the Board of Directors may specially assess such Owner the costs of restoration.
- Section 3.5. <u>Easements for Encroachments</u>. If any improvement on the Property now or hereafter encroaches on any other portion of the Property by reason of (1) the original construction thereof, which shall include, but not be limited to, any driveway which encroaches over a boundary line for a Lot, (2) deviations within normal construction tolerances in the Upkeep of any improvement, or (3) the settling or shifting of any land or improvement, an easement is hereby granted to the extent of any such encroachment for the period of time the encroachment exists. The Owner of the encroaching improvement shall also have an easement for the limited purpose of Upkeep of the encroaching improvement. This easement does not relieve any Owner or any other person from liability for such Owner's or other person's negligence or willful misconduct.
- Section 3.6. <u>Easement for Support</u>. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.
- Section 3.7. <u>Emergency Access</u>. The Declarant hereby grants an easement (1) to all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions during emergencies and (2) to the Association over and through all Lots and the common elements of Condominiums Sections if emergency measures reasonably are required. The Association is hereby authorized but not obligated to take any such measures.

Section 3.8. Easement for Use of Common Area.

(a) Use and Enjoyment. Each Owner and each person lawfully occupying a Lot is hereby granted a non-exclusive right and easement of use and enjoyment in common with others over the Common Area for their reasonably intended purposes, subject to any rules and regulations or policies as may be established by the Board. Such right and easement of use and enjoyment shall be appurtenant, to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such rights and easements are appurtenant shall be void.

(b) Vehicle and Pedestrian Access.

- (1) Property. Each Owner and each person lawfully occupying a Lot is hereby granted non-exclusive easements over all streets, walks and paths on the Common Area (including any portion of the Common Area located within Lots and Condominium Sections) for the purpose of vehicular and/or pedestrian access, ingress and egress, as appropriate, to any portion of the Property to which such person has the right to go, subject to any rules and regulations or policies as may be established by the Board. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such right and easement are appurtenant shall be void. Each Owner and each person lawfully occupying a Lot is also hereby granted a non-exclusive easement for egress and ingress over the Common Area to the extent necessary to provide vehicle and pedestrian access to such Lot, subject to any rules and regulations or policies which may be established by the Board. Such easement for ingress and egress shall not be extinguished by termination of the Declaration or conveyance of the Common Area unless alternative access is provided, if necessary, and the Owner of such Lot consents in writing to the termination of the easement.
- (2) Additional Area. During the Development Period, the Declarant also reserves to itself and its successors and assigns the right to grant to each person lawfully occupying any portion of the Additional Area not subjected to this Declaration a non-exclusive easement over all streets, walks and paths on the Common Area, as may be necessary for vehicular and/or pedestrian ingress and egress across such Common Area from a public right-of-way to any portion of the Additional Area that would not otherwise have access to a public right-of-way, and the right to use and enjoy any recreation facilities from time to time a part of the Common Area, subject, however, to the obligation of the owners of such portion(s) of the Additional Land to bear an equitable portion of the expense of Upkeep for such streets, walks and paths, and any such recreation facilities, as may be determined by the Declarant.
- (c) <u>Limitations</u>. The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the other Project Documents) to Section 4.5 hereof and to all other rights and powers of the Declarant and the Association when exercised in accordance with the other applicable provisions of the Project Documents.
- (d) <u>Delegation</u>. Subject to the rules and regulations or such other restrictions as adopted by the Board of Directors, any Owner having the right to use and enjoy the Common Area may delegate such rights to members of such Owner's household, and to such Owner's guests and tenants and to such other persons as may be permitted by the Association. But in all cases, the Owner shall be legally responsible to ensure that his/her delegee shall comply with all of the Association's rules and regulations and policies.
- (e) <u>Additional Area; Shared Utilities</u>. During the Development Period, the Declarant hereby reserves the right to grant to each person lawfully occupying any portion of the Additional Area not subjected to this Declaration a non-exclusive right and easement of use and enjoyment in common with others of the Common Area and shared utilities. The rights and easements granted by the Declarant pursuant to this subsection shall be subject to all rights and

powers of the Association, when exercised in accordance with the applicable provisions of the Project Documents (in addition to any easements granted or reserved in this Declaration or pursuant to other Project Documents). The persons benefitted by the forgoing easements shall have the obligation to pay to the Association annual assessments levied exclusively for a share of the costs of management and Upkeep of the Common Area or shared utilities, and for services and facilities related thereto, in each instance equal to the amount that would be payable if such portion of the Additional Area were subjected to the Declaration.

ARTICLE IV COMMON AREAS

- Section 4.1. <u>Title to Common Area.</u> Declarant shall convey the Common Areas in each Section of the Property to the Association in fee simple, free and clear of all liens, but subject to this Declaration and all other easements, conditions and restrictions of record, as soon as practical after the Section is subjected to this Declaration. The Association shall accept title to any portion of the Property or the Additional Area offered to the Association by the Declarant or as directed by the Declarant.
- Section 4.2. <u>Transfer of Responsibility for Upkeep; Bond Release</u>. If the Declarant shall convey a Common Area to the Association which is subject to a bond with the City, the Association shall assume the responsibility for the Upkeep of such Common Area at such time as such Common Area is made available by the Declarant for the use and enjoyment of owners and occupants of the Property, provided, that the party obligated under the bond shall be responsible for the obligations imposed by the City thereunder until the time such bond shall be released by the City. In furtherance of the foregoing, the Declarant reserves the right and authority to make any portion(s) of the Common Area generally available for the use and enjoyment of Owners, provided that, after the expiration of the Declarant Control Period, the Declarant shall give to the Association no less than 30 days advance written notice of effective date any such Common Area shall be made so available to Owners.
- Section 4.3. <u>Maintenance Obligations of the Association</u>. Subject to the provisions of Section 4.2 concerning the transfer of responsibility for Upkeep, the Association shall be responsible for the maintenance, management, operation and control of the Common Areas and all improvements thereon (including fixtures, personal property and equipment related thereto). The Association shall keep the Common Area in good, clean and attractive condition as determined by the Board of Directors. The Association shall be responsible for the mowing of all grass within the Property in order to promote an attractive and uniform appearance, and for that purpose only, all unenclosed front, side and rear yards located within individual Single Family Lots and Cluster Lots, and common areas of Condominium Sections and intended common areas of Multifamily Rental Sections and Non-Residential Sections at the option of the Association shall be considered a part of the Common Area.
- Section 4.4. <u>Rights of Enjoyment and Use of Common Areas</u>. As provided in Section 3.8, every Owner and each person lawfully occupying a Lot shall have a right of enjoyment and use in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot.

- Section 4.5. <u>General Limitations on Rights</u>. The rights of enjoyment in and to the Common Areas shall be subject to the following:
- (a) Any restriction expressly stated in this Declaration, any Supplemental or Amended Declaration, the Articles, or Bylaws;
- (b) the power of the Board of Directors to establish reasonable rules, regulations and policies concerning the Common Area and to charge reasonable admission and other fees for the use of the Common Areas;
- (c) the power of the Board of Directors to "suspend the right of an Owner or any person occupying a Lot to the use or benefit of any recreation facilities or other nonessential portion(s) of the Common Areas for any period during which any assessment against such Owner's Lot is delinquent;
- (d) the power of the Board of Directors to suspend the right of an Owner or any person occupying a Lot to the use or benefit of any recreation facilities or other nonessential portion(s) of the Common Areas for any period during which any other infraction by such Owner or person under this Declaration, a Supplemental Declaration or the rules and regulations or policies of the Association remains uncorrected after the last day of a period established for correction;
- (e) the power of the Association to mortgage any or all of the Common Areas for the purpose of financing improvements or repairs thereto;
- (f) the power of the Declarant or, subject to Section 3.2, the Association, to grant exclusive permits, licenses and easements across the Common Areas for utilities, roads and other purposes such as reserved parking;
- (g) subject to Section 3.2, the power of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved, by the Board of Directors;
- (h) to the restriction that the Common Areas may be used only for the purpose or purposes for which they are reasonably intended and to any and all applicable restrictions under law; and
- (i) all of the other easements, covenants and restrictions provided for in this Declaration applicable to the Common Areas.
- (j) the power of the Association to establish rules and regulations which restrict or prohibit Owners of Non-Residential Units from use of the Association's recreational amenities.

Section 4.6. <u>Delegation of Use</u>. Any Owner may delegate such Owner's right of enjoyment in and to the Common Area to members of such Owner's family resident within the Property and to such Owner's guests and tenants and their respective families and guests, subject, however, to such rules and regulations and fees as may be established from time to time by the Association. The delegation of such rights shall not relieve an Owner from the responsibility to ensure that the party to whom such Owner delegates such rights shall comply with all of the Association's Project Documents.

Section 4.7. <u>Damage or Destruction of Common Area by Owner</u>. Owners may use the Common Areas only for the purpose or purposes for which the Common Areas reasonably are intended and subject to any applicable restrictions under law. Any Common Area which has not been improved for a particular use is intended to remain in its natural condition unless or until so improved, and any use thereof by an Owner shall not damage or disturb such natural condition or the enjoyment thereof by other Owners. If any Common Area or improvement thereon is damaged or destroyed by an Owner, or such Owner's tenants, guests, licensees, agents or family members, the Association may repair such damage at the Owner's expense. The Association shall repair such damage in a good and workmanlike manner either in conformance with the original plans and specifications of the area or improvement involved or, in the discretion of the Board of Directors, as the Common Area or improvement may have been modified or altered in accordance with the Project Documents. The Board may specially assess the cost of any such repairs against such Owner's Lot, and such special assessment shall constitute a lien upon such Owner's Lot and be collectible in the same manner as other assessments set forth herein.

Section 4.8. <u>Rights in Common Areas Reserved by Declarant</u>. Until such time as Declarant conveys a portion of the Common Area to the Association or the use and enjoyment thereof (and, thereafter, until such time as any bonding obligations with respect to any such Common Area shall have been released by the City), the Declarant shall have the right as to that parcel, but not the obligation, (i) to construct such improvements thereon as it deems appropriate for the common use and enjoyment of Owners, including, without limitation, directional signs, nature trails, and recreational facilities, (ii) maintain such portion in neat condition and repair, including mowing and removing underbrush and weeds, and (iii) to use the Common Area for other purposes not inconsistent with the provisions of this Declaration.

Section 4.9. <u>Boundary Adjustments</u>. During the Development Period, the Declarant, and thereafter, the Association acting through its Board of Directors, has the authority at any time and from time to time in accordance with applicable City law, to reasonably adjust the boundaries of the Common Areas and transfer property to abutting Lots for the purpose of promoting the orderly subdivision, development and management of the Property, provided that such adjustment is authorized under Section 7.13 hereof, and the consent of all affected Lot Owners is obtained in advance on a Deed of Boundary Adjustment.

ARTICLE V ASSESSMENTS

Section 5.1. <u>Creation of the Lien and Personal Obligation for Assessments</u>. For each Lot owned, the Declarant hereby covenants, and each Owner of any Lot whether or not it shall

be so expressed in his deed, is deemed to covenant, to pay to the Association assessments as set forth in this Declaration, any Supplemental Declaration and in the Bylaws, provided, that, with respect to each Condominium Section, each condominium unit owners' association shall serve as collection agent for each Condominium Unit Owner, shall collect the Association's assessments and fees from all such Condominium Unit Owners as a common expense of the Association, and shall disburse such assessments to the Association. Assessments hereunder, together with interest thereon, late charges and costs of collection including attorney's fees (irrespective of whether any legal action in court is ever commenced or fully prosecuted), shall be a continuing lien upon the title of the Lot (other than Condominium Units) against which each such assessment is made in order to secure payment thereof and also shall be the personal obligation of the Owner of such Lot (other than Condominium Units) at the time the assessment fell due and, with respect to Condominium Sections, shall be a continuing lien upon the common elements of such condominium and also shall be the personal obligation of such unit owners' association. No Owner may waive or otherwise avoid liability for the assessments provided herein by nonuse of the Common Areas or abandonment of a Lot, nor claim any offset.

Section 5.2. <u>Purpose of Assessments</u>. Assessments levied by the Association shall be used at the reasonable discretion of the Board of Directors for the effective management of the Association, for the Upkeep of the Common Areas and the improvements thereon, and any other property at any time owned or acquired by the Association of whatsoever nature, for common services of the Project in the nature of trash collection, the provision of water, electric or other public utility, landscaping, cable television, telecommunication service or otherwise (to the extent not inconsistent with the provisions of this Declaration), for the payment of all taxes and other levies and assessments against the income or property owned or acquired by the Association, for the procurement of insurance by the Association as more particularly described in the Bylaws, for the establishment of reserves to set aside funds for the replacement or preventive maintenance of the Association's property, for the discharge of such other obligations as may be imposed upon or assumed by the Association pursuant to its Articles or Bylaws for this Declaration or any Supplemental Declaration, and for such other purposes as may be authorized by or pursuant to the Articles or Bylaws or applicable law.

Section 5.3. <u>Regular Assessments</u>. Regular assessments (i.e., all assessments other than those provided for in Section 5.4 or Section 5.5) shall be established and increased or decreased from time to time by the Board of Directors of the Association pursuant to the Bylaws.

Section 5.4. Special Assessments. In addition to its power to establish regular assessments, the Board of Directors may levy a special assessment against all Owners or all affected Owners if it finds such action is in the best interests of the Association; however, before levying any such special assessment, the Board of Directors shall call and conduct an informational meeting of the membership in order to explain the purpose and the amount of the proposed special assessment. Should the Board vote to levy a special assessment after such meeting, it shall send a Notice of Special Assessment to each Member. Within 60 days of receipt of a Notice of Special Assessment, Members shall have the right to submit a petition to the Board of Directors for a Special Meeting at which a vote may be taken for the purpose of repealing, reducing or increasing such special assessment. The vote of a majority vote of the Members present at a Duly Called Meeting of the Members at which a quorum shall have been

obtained shall be binding on the Association, provided, that if a quorum shall not be obtained at such meeting the special assessment first proposed by the Board of Directors shall be deemed ratified by the Members.

- Section 5.5. <u>Individual Assessments</u>. The Board of Directors shall have the power to assess an Owner of a Lot, individually:
- (a) for the amount of any costs incurred by the Association pursuant to Article VIII; and (ii) for any other costs incurred by the Association due to any act or omission for which such Owner is responsible under the Project Documents. Each such Assessment shall be due ten days after notice thereof is given to the Owner unless the notice specifies a later date.
- Section 5.6. <u>Builder Assessments</u>. In lieu of an obligation for regular assessments, for the period a Builder shall own a Lot, a Builder shall pay to the Association at the time of acquisition of a Lot by a Builder a one-time assessment of One Hundred Fifty Dollars (\$150.00) per Lot (other than Multifamily Rental Sections) and One Hundred Fifty Dollars (\$150.00) per Multifamily Rental Unit. The Declarant reserves the power to increase or decrease Builder assessments.
- Section 5.7. Owner Assessments; Declarant Assessments. Owners shall be obligated to pay regular annual assessments and special assessments in amounts established by the Board of Directors, and allocated among the Owners (other than the Declarant and Builders) as follows:
- (a) Each Single Family Lot and Cluster Housing Lot will bear an annual assessment established by the Board of Directors (the "Full Rate");
- (b) Each Condominium Unit will bear an annual assessment rate of 80% of the Full Rate:
- (c) Each Multifamily Rental Unit will bear an annual assessment rate of 80% of the rate assessed against Condominium Units;
- (d) Each 1,000 square feet of gross floor area contained within each Non-Residential Unit will bear an annual assessment rate equal to 100% of the Full Rate (in each instance, subject to proration for any portion of a Non-Residential Unit which is not an exact multiple of 1,000).

The Declarant shall be obligated to pay regular annual assessments and special assessments at a uniform rate of 25% of the rate otherwise assessable with respect to each Lot (or Multifamily Rental Unit) owned by the Declarant. In addition, for each Lot (other than Multifamily Rental Sections) and for each Multifamily Rental Unit conveyed by the Declarant to a Builder, the Declarant shall pay a \$35 assessment to the Association at the time of settlement for deposit in the replacement reserve account for the Association. Such \$35 assessment and shall be credited against the Declarant's obligation to pay regular and special assessments to the Association hereunder.

- Section 5.8. <u>Date of Commencement of Regular Assessment; Due Dates.</u> Regular assessments provided for herein shall commence as to all Lots within a specified Section on the day when either the first Lot in such Section is conveyed by deed to a Class A Member, or occupancy of a Multifamily Rental Unit or Non-Residential Unit is accepted by a Class A Member. Payment of the prorated portion of any assessment not collected at settlement from any party shall be due on the date when the next regular installment payment is due.
- Section 5.9. <u>Exempt Property</u>. The following property subject to this Declaration shall be exempt from the assessments and liens created herein: (i) all properties dedicated and accepted by a public authority; (ii) all Common Areas; and (iii) all properties wholly exempt from real estate taxation by state or local governments upon the terms and to the extent of such legal exemption.

ARTICLE VI ARCHITECTURAL CONTROL

- Section 6.1. <u>Development and Use of the Property</u>. In order to assure a harmonious, well-balanced community and high quality architectural and landscape design, each Owner shall be required to ensure that all new construction and later improvements are constructed only after prior approval is obtained from the appropriate Committee and in accordance with the Design and Maintenance Standards and other architectural guidelines provided in or referenced by this Declaration.
- Section 6.2. <u>Design and Maintenance Standards</u>. The Declarant shall prepare a separate set of Design and Maintenance Standards for the Class A and Class B Members, as well as for the Non-Residential Sections(s).
- Section 6.3. Revision of Design and Maintenance Standards. The Design and Maintenance Standards for the Class A Members may be revised, supplemented or deleted from time to time by the Board of Directors or by the Declarant during the Development Period. The Design and Maintenance Standards for the Class B Members may be revised, supplemented or deleted from time to time by the Declarant. The Design and Maintenance Standards for the Non-Residential Lots may be revised, supplemented, or deleted from time to time only by the Declarant at any time during the Development Period, and thereafter (a) by the Board of Directors after a majority of the Non-Residential Owners submit a petition requesting a specific change(s) to the Design and Maintenance Standards, or (b) the vote of at least 75% all of the Class A Members voting in person or by proxy at a Duly Called Special Meeting for that purpose.

Revisions to any of the Design and Maintenance Standards must be in writing, dated, signed, published, and enforced prospectively. The Design and Maintenance Standards shall have the force of law, shall be construed in favor of the enforcement of a well-ordered, planned community, and shall be considered to be incorporated by this reference into the covenants of title of each Lot within the community.

Section 6.4. New Construction Committee. The Declarant shall establish a New Construction Committee for the purpose of acting on all applications for the approval of new construction on Lots and Multifamily Rental Sections and modifications of Non-Residential Units. The New Construction Committee shall be composed of no less than 3 persons and shall take formal action on all completed applications within 45 days of receipt, provided, that any failure of the New Construction Committee to reject or object to any completed application within such 45 day period shall constitute an approval of such application. The Declarant shall appoint 'all members of the New Construction * Committee and shall have the power of removal and substitution all committee members. The New Construction Committee shall • continue in existence throughout the Development Period unless terminated by the Declarant, in the discretion of the Declarant, upon notice to the Architectural Review Committee. Effective as of the termination of the New Construction Committee, the Architectural Review Committee shall assume the responsibilities of the New Construction Committee. Unless stated otherwise herein or in the Design and Maintenance Standards for Builders or Non-Residential Lots, the New Construction Committee shall function in the same manner as the Architectural Review Committee and shall have the same general powers, and Builders shall be required to follow the same procedures as Owners.

Section 6.5. Architectural Review Committee. The Declarant shall establish an Architectural Review Committee for the purpose of acting on all applications for the approval of modifications or improvements to any Lot owned by a Class A member (with the exception of Owners of Non-Residential Units, who shall have the option of submitting an application to the New Construction Committee during its tenure). The Declarant-Board of Directors shall appoint at least 3 persons to the Architectural Review Committee, which shall take formal action on all applications submitted by Class A Members within 45-60 days of receipt of the completed application; otherwise, the application shall be deemed approved by waiver unless such modification, alteration, or improvement would constitute a violation of the Project Documents. In such event, the application will be deemed automatically denied without the necessity of any further notice. During the Development Period, the Declarant shall have the authority to appoint all members of the Architectural Review Committee, with the power of removal and substitution. After the Development Period shall terminate or, in the discretion of the Declarant, earlier upon no less than thirty (30) days prior notice given to the Board, the Declarant shall transfer its control of the Architectural Review Committee to the Board of Directors.

Section 6.6. <u>Plans to be Submitted</u>. Before commencing the construction, erection or installation of any building, fence, wall, animal pen or shelter, exterior lighting, sign, mailbox or mailbox support, or other structure or improvements, whether temporary or permanent in nature, (each of the foregoing being hereinafter referred to as an "Improvement") on a Lot, including any site work in preparation therefor, and before commencing any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in a manner that alters the exterior appearance (including paint color) of the Improvement or of the Lot on which it is situated, other than an improvement or an alteration of an improvement which the Design and Maintenance Standards expressly authorize without a requirement for specific approval, each Owner must submit to the Architectural Review Committee a proposed construction schedule and at least two sets of plans and specifications of the proposed construction, erection, installation, alteration, enlargement, demolition or removal, which plans and specifications must

include (unless waived by the Architectural Review Committee): (i) a site plan showing the size, location and configuration of all improvements, including driveways and landscaped areas, and all setback lines/ buffer areas and other features required under applicable law, (ii) as to improvements initially constructed on a Lot, landscaping plans showing the trees to be removed and to be retained and shrubs, plants and ground cover to be installed and (iii) architectural plans of the Improvements showing exterior elevations, construction materials, exterior colors, driveway material and such other information as the Architectural Review Committee in its discretion shall require (collectively, the "Plans").

The Architectural Review Committee shall not be required to accept any Plans for review unless and until the Plans contain all of the foregoing items. The 45-60 days within which the Architectural Review Committee must take formal action begins to run when the application is accepted by the Architectural Review Committee as "complete." "Formal action" by the Architectural Review Committee shall be defined as the act of rendering approval, disapproval, or referral of the application to the Board. In the latter event, the Board of Directors must rule on the application within 45-60 days of the date of the decision of the Architectural Review Committee to refer the application; otherwise, the application shall be deemed approved by waiver unless such modification, alteration or improvement would constitute a violation of the Project Documents. In such event, the application will be deemed automatically denied without the necessity of any further notice.

Owners must submit their Plans and the proposed construction schedule to the Architectural Review Committee at the address of Declarant in the same manner as notices are to be sent to Declarant the Association pursuant to Section 13.3, or to such other address or by such other methods as prescribed by the Board or the Architectural Review Committeefor so long as all of the members of the Architectural Review Committee are appointed by Declarant. Subject to approval by the Board of Directors, the Architectural Review Committee may create additional rules and regulations governing the submission and approval process for Plans and applications Thereafter, Owners must submit their Plans and the proposed construction schedule to the Architectural Review Committee at the address of the Association in the same manner as notices are to be sent to the Association pursuant to Section 13.3.

Section 6.7. <u>Consultation with and Appointment of Architects, etc.; Administrative Fee</u>. In connection with its discharge of its responsibilities, the Architectural Review Committee, with the consent of the Board of Directors, may engage or consult with architects, engineers, planners, surveyors, attorneys and other professionals. The Architectural Review Committee reserves the right to require any person seeking the approval of the Architectural Review Committee to pay all or some of the fees thus incurred by the Architectural Review Committee and any reasonable administrative fee to the Architectural Review Committee in such amount as the Architectural Review Committee may from time to time establish. The payment of such fees may be established as a condition to the approval or disapproval by the Architectural Review Committee of any Plans, and the commencement of review of any Plans may be conditioned upon the payment of the Architectural -Review Committee's estimate of such fees.

The Declarant and the Board of Directors (upon assuming the appointment power for the composition of the Architectural Review Committee) reserve the discretionary authority to

appoint professional consultants to serve as members of the Architectural Review Committee at the expense of the Association.

Section 6.8. <u>Approval of Plans</u>. After termination of the Development Period (or after any earlier transfer of control of the Architectural Review Committee from the Declarant to the Board of Directors), the Architectural Review Committee shall not have the power to approve the Plans for any Improvement that would violate any of the express provisions of this Declaration, of any Supplemental Declaration applicable thereto, or any provision of the Design and Maintenance Standards without the express approval of the Board of Directors. In all other respects, the Architectural Review Committee may exercise its sole discretion in determining whether to approve or disapprove any Plans, including, without limitation, the location of an improvement on a Lot.

Section 6.9. No Structures to be Constructed, etc. Without Approval. It shall be a violation of these covenants for any Owner to construct, erect, install or maintain an-any Improvement on any Lot without the prior, written approval of the Architectural Review Committee. This regulation prohibition shall apply to any alteration, enlargement, demolition, removal or any change whatsoever, whether temporary or permanent in nature, which that alters the exterior appearance of any Improvement (including paint color) of the improvement or of the Lot on which it-the Improvement is situated, unless the Design and Maintenance Standards for the Architectural Review Committee expressly authorize the same without requiring specific approval.

The planting and installation of landscaping on a Lot shall be subject to rules promulgated by the Board of Directors regarding the size, scale, design, location, placement, number, materials, color, features, style, type and appearance of such landscaping. The determination of which landscaping plantings and installations require approval shall be established in such rules promulgated by the Board of Directors

After the Architectural Review Committee issues an approval for a set of Plans, Owners must construct, erect, install, maintain, alter, enlarge, demolish or remove the changes to their Lot strictly in accordance with the approved Plans. Upon commencing the construction, erection, installation, alteration, enlargement, demolition or removal of an improvement, all of the work related thereto shall be carried on with reasonable diligence and dispatch and in accordance with the construction schedule approved by the Architectural Review Committee. Unless stated expressly otherwise in the notice of approval, Owners must complete construction within 30 days of commencement of work.

Section 6.10. <u>Limitation of Liability</u>. The approval by the Architectural Review Committee of any Plans, and any requirement by the Architectural Review Committee that the Plans be modified, shall not constitute a warranty or representation by the Architectural Review Committee of the adequacy, technical sufficiency, or safety of the Improvements described in such Plans, as the same may be modified. Owners hereby expressly release the Architectural Review Committee from all liability whatsoever for the failure of the Plans or the improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the

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Architectural Review Committee have any liability whatsoever to an Owner, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the Architectural Review Committee's approval, disapproval or conditional approval of any Plans.

Section 6.11. <u>Other Responsibilities of Architectural Review Committee</u>. In addition to the responsibilities and authority provided in this Article VI, the Architectural Review Committee may recommend and enforce maintenance standards and shall have such other powers, authority and responsibilities as may be provided elsewhere in the Project Documents or as established by the Board of Directors.

ARTICLE VII RESTRICTIONS

- Section 7.1. Special Use Permit Restrictions. The City Council of Alexandria required the incorporation of the below-listed use restrictions ((a) through (f)) in the Project Documents, which neither the Association nor the Declarant may amend without the prior approval of the City Council. These restrictions shall control over any other provision in the Project Documents to the extent they conflict with any other provision:
- (a) The principal use of the individual garages shall be for passenger vehicle storage only. Owners may not store boats, trailers, buses, campers, recreational vehicles, utility trailers, commercial vehicles, oversized vehicles or any other type of equipment, material, machinery or goods in their garage which prevents the Owner from parking a passenger vehicle in the garage.
- (b) Exterior building improvements by Owners, including above ground decks not included on the approved plans or different from the approved plans, shall require the approval of the Director of Planning and Zoning or City Council, as determined by the Director.
- (c) Owners shall be prohibited from parking vehicles in the emergency access easements or in any other manner which encroaches upon any such access easement or upon adjacent pedestrian walkways.
- $(d) \qquad \text{No decks, balconies, bay windows, or any other, improvements shall encroach into the space above an emergency vehicle easement.}$
- (e) Parking spaces designated for visitor parking shall be restricted to visitor parking use only. All required landscaping and screening, including landscaping in the median and traffic circles areas in the proposed rights-of-way, shall be maintained by the Association in good condition.
- Section 7.2. <u>General Restrictions.</u> Owners may use the Property in general and Lots in particular only for the purposes permitted by applicable law, the Project Documents, and any rules and regulations, and policies applicable thereto established by the Board of Directors. The Property is intended to be a peaceful, orderly residential community. All restrictions herein apply regardless of the identity of the occupants. For purposes of this Section, the term "Owner"

shall extend and apply to tenants, guests, agents, invitees, contractors and any other person on the Property at the invitation or with the permission or sufferance of the Owner. Each Owner is responsible to ensure that his or her property is used and occupied in accordance with the terms of these restrictions. The Board of Directors reserves the power to enforce these restrictions by the promulgation of reasonable rules and regulations and interpretive policy standards which shall be in writing, signed, dated, published and enforced prospectively.

- Section 7.3. <u>Quiet Enjoyment</u>. No Owner may engage in any obnoxious or offensive activity anywhere upon the Property which violates the right of any other Owner or resident to his or her right of quiet enjoyment of property.
- Section 7.4. Appearance. All Owners are required to maintain their Lot and any improvements thereon in a good, clean, attractive condition, order and repair consistent with a high quality development. The Board of Directors and its designated committees may establish written standards for maintenance which must be followed by all Owners. The Board of Directors reserves the right to create rules and regulations or add provisions to the Design and Maintenance Standards detailing what constitutes a Lot or Improvement being in good, clean, attractive condition, order and repair. Such regulations may include, but are not limited to, the power to regulate temporary or permanent items, including, but not limited to, decorative objects such as birdbaths and fountains; the placement and maintenance of gardens and landscaping; acceptable grass height and ground cover; and the imposition of maintenance schedules such as painting cycles.
- Section 7.5. Offstreet Parking. Each Owner shall comply with such parking restrictions of the City or the State of Virginia as may apply to any public road within the Property, as these parking restrictions are incorporated herein and are privately enforceable by the Association. Each Owner shall comply with such parking restrictions applicable to any private right-of-way within the Property as may be established by this Declaration, any Supplemental Declaration, or other amendment to this Declaration, or by any rules or regulations or policies from time to time adopted by the Association.
- Section 7.6. <u>Dumping</u>. Without the approval of the Board o5 Directors of the Association, no Owner shall dump or otherwise dispose of or place trash, garbage, debris or any unsightly or offensive materials on any Lot or the Common Areas, (or the common elements of any Condominium Section) nor shall any Owner permit any family member or any of guest, tenant, licensee or agent to do so.
- Section 7.7. Residential Use. Subject to the terms and conditions of this Declaration, all portions of the Property (other than Non-Residential Units) shall be used only for residential purposes. No Lot (and no Condominium Section) may be used for a group home, halfway house, or similar facility in which the residents are under the supervision or care of an unrelated person (excluding, however, a senior citizen or retirement facility within any Condominium Section or Multifamily Rental Section and further excluding a primary care provider for an Owner in the nature of a nurse or companion). A private office may be maintained on any Lot, but no such office may be open to the public unless it complies with applicable law and is expressly authorized in writing by the Board of Directors after the Board considers the impact

upon the residential character of the Property and the traffic, noise, and liability exposure such office may generate. No other nonresidential use shall be permitted on any portion of the Project other than Non- Residential Sections or as otherwise provided in Section 7.8 below. For purposes hereof, the operation of any day care service for children shall be considered a non-residential use.

- Section 7.8. <u>Lease of Lots</u>. Owners may not lease a Lot or to a tenant for a period of less than 6 months. All tenancies are subject to these restrictions as though they were expressly incorporated into the lease, and all regulations of the City concerning occupancy limitations are incorporated herein. Any failure on the part of a lessee to comply with the Association's restrictions shall constitute a default under the lease and grounds for termination therefor, which shall be enforceable by the Association. All costs and Attorney's Fees shall be assessed against the landlord-Owner. The Board reserves the power to require Owners to submit a copy of any lease which they may have in effect.
- Section 7.9. <u>Model Homes and Sales Office</u>. Notwithstanding anything contained in this Declaration to the contrary, the Declarant may use any Lot or Multifamily Rental Unit as a model home and/or as a sales office and may grant permission to any Builder to use of such Builder's Lot or Multifamily Rental Unit as a model home, subject to such rules and regulations as Declarant may impose in its sole discretion.
- Section 7.10. <u>Completion of Dwelling Units</u>. No use or occupancy may be made of a dwelling unit under construction without the written consent of the Declarant.
- Section 7.11. <u>Construction Trailers, Etc.</u> During the Development Period, no Builder or Owner shall place a construction trailer or other temporary shelter on the Property before or during construction of improvements, except with the prior written consent of the Declarant. After the termination of the Development Period, no such construction trailer or other temporary shelter shall be placed on the Property except with the prior written consent of the Architectural Committee. Any such approved construction trailer or temporary shelter shall be promptly removed after completion of the intended construction. Except during construction activities in accordance with this Section, in no event may a mobile home or any other temporary shelter be placed or maintained on a Lot.
- Section 7.12. <u>Boats, Trailers, Etc.</u> No Owner may maintain a boat, trailer, bus, camper, recreational vehicle, utility trailer, commercial vehicle, or oversized vehicle in their garage or anywhere else on the Property.
- Section 7.13. <u>Subdivision of Lots</u>. No Owner shall be permitted to subdivide any Lot (other than Non-Residential Units) into two or more Lots, nor shall the boundary lines of any such Lot(s) be changed, without the prior consent of the Board of Directors, except as otherwise provided in this Section. Notwithstanding the foregoing, (a) the Declarant hereby reserves the right to resubdivide one or more Lots owned by it and thereby combine or reconfigure such Lots or otherwise modify the boundary lines thereof in accordance with applicable law, (b) a declarant of a Condominium Section shall have the right to combine and reconfigure Condominium Units in accordance with the condominium documents establishing such Condominium Section and

applicable law, and (c) boundary line adjustments with respect to the Common Areas shall be permitted as provided for in Section 4.9 hereof.

Section 7.14. <u>Animals</u>. Owners may not keep or maintain any non-domesticated animals, livestock or poultry of any kind on any Lot or inside any dwelling unit. Further, Owners may keep not more than one domesticated household pet on any Lot or inside any dwelling unit without the prior written consent of the Board of Directors such domesticated pets on a Lot as are permitted under the City of Alexandria Code of Ordinances. Under no circumstances may any Owner keep or maintain any household pets on the Lot or anywhere on the Property for commercial purposes. Further, Owners shall be legally responsible for the behavior of their pets while the pet is on the Property. No Owner shall allow any dog, cat, or household pet to remain unleashed outside at any time except when inside a fenced area within the Owner's Lot.

Dog houses, bird houses, and bird feeders may be approved for Lots, subject to rules promulgated by the Board of Directors regarding the size, scale, design, location, placement, number, materials, color, features, style, type and appearance of such dog houses, bird houses, and bird feeders. Dog runs are prohibited on any Lot.

Section 7.15. <u>Antennas</u>. Owners may not erect or maintain on the exterior of any Lot any television antenna, satellite dish,* or other type of antenna or receiver greater than one meter in * dimension. Antennas, dishes and other receivers one meter or • less in dimension may be permitted by the Architectural Review Committee in accordance with applicable federal law.

Section 7.16. <u>Clothes Lines</u>. No Owner may install or place outside of the dwelling any clothes lines or other clothes drying apparatus, nor may any Owner place any clothes or other washed materials outside of any building.

Section 7.17. Signs. Owners may not erect or maintain on any portion of the Property any signs except for (i) signs required by law (such as a building permit), (ii) one unlighted sign not greater than two feet by three feet advertising for sale any Single Family Lot, Cluster Family Lot or Condominium Unit, and (iii) signage as may be approved for use by a rule adopted by the Board of Directors in its sole discretions such for rent signs within Multifamily Rental Sections as from time to time may be approved by the Architectural Review Committee in the exercise of their reasonable judgment, and (iv) signage within Non-Residential Sections as from time to time may be approved by the Architectural Review Committee in the exercise of their reasonable judgment. Signage advertising security services shall be permitted, subject to the power of the Architectural Review Committee to promulgate and enforce standard design criteria for security signs within the Property.

Section 7.18. Trees.

(a) Owners may not remove any trees measuring six inches or more in diameter at a point two feet above ground level from any portion of the Property without the prior approval of the Architectural Review Committee. In addition, Owners may not remove or replace any trees on any portion of the Property other than in conformance with site plans

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approved by the City of Alexandria. No Owner shall alter by removal, excavation, fill or any other means any ground surface of the Property without the prior approval of the Architectural Review Committee.

- (b) Owners must obtain the prior written approval of the Architectural Review Committee before planting any tree within 10 feet of a Lot boundary which may grow over a height of 6 feet.
- Section 7.19. <u>Underground Utility Lines</u>. Owners must bury or shield all utility lines, wires and pipes to the extent feasible.
- Section 7.20. <u>Trash Receptacles and Collection</u>. Owners must keep all trash cans and other trash receptacles out of public view, within an enclosed or screened area so as not to be visible from any street or Single Family Lot or Cluster Housing Lot and, otherwise, in location(s) from time to time specified or approved by the Board of Directors. Owners are responsible to take all appropriate measures to ensure that their trash does not become litter anywhere in the Property, and the Association hereby is granted the authority, exercisable at the option of the Board of Directors, to contract with one or more trash collection companies exclusively to serve some or all of the portions of the Property (including Condominium Sections, Multifamily Residential Sections and Non-Residential Sections) and the costs thereof may be assessed equitably among Owners.
- Section 7.21. <u>Fixtures</u>. No Owner may affix or add to the exterior of any building or structure a fixture such as a basketball hoop, awning, or deck without the prior approval of the Architectural Review Committee.
- Section 7.22. <u>Swimming Pools</u>. No Owner may construct or use any portable swimming pools or other types of swimming pools at any location on a Lot, except those designed for infants and toddlers and except as may be approved for Condominium Sections or Multifamily Rental Sections in site plans from time to time approved by the City and by the Architectural Review Committee.
- Section 7.23. <u>Alterations in Common Areas, etc.</u> Without the prior approval of the Board of Directors, no Owner may remove, construct, enlarge, demolish or alter any vegetation, landscaping, structure, or other improvements in a Common Area or a street right of way.
- Section 7.24. <u>Use of Non-Residential Units</u>. Nothing in this Declaration shall be deemed to restrict the right of Owners of Non-Residential Units from adopting maintenance and operating standards and guidelines not inconsistent with this Declaration or any Supplemental Declaration or other amendment of this Declaration, and the affirmative vote of a majority in interest of all Owners of Non-Residential Units shall be binding on all such Owners.

Section 7.25 Decorative Objects. The display of exterior decorative objects on any portion of a Lot shall be subject to rules promulgated by the Board of Directors regarding the size, scale, design, location, placement, number, materials, color, features, style, type, appearance, and temporal limitations of such exterior decorative objects.

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Section 7.26 Lighting. Exterior lights and lighting fixtures on Lots shall be subject to rules promulgated by the Board of Directors regarding the size, scale, design, location, placement, number, materials, color, features, style, type, appearance, voltage, lumens, wattage, and directional lighting of such lights and lighting fixtures. Temporary and holiday lighting shall also be subject to rules promulgated by the Board of Directors regarding the duration of time such lighting may be placed on the exterior of the dwelling or upon the Lot.

Section 7.27 Compost Bins. The installation and placement of compost bins on any portion of a Lot shall be subject to rules promulgated by the Board of Directors regarding the size, scale, design, location, placement, number, materials, color, features, style, type, and appearance.

Section 7.28 Flagpoles and flags. Flagpoles and flags on a Lot shall be subject to rules promulgated by the Board of Directors regarding the size, scale, design, location, placement, number, materials, color, features, style, type, duration and appearance of such flagpoles and flags, which rules shall not be in conflict with any federal, state or local law governing the displays of flags.

Section 7.29 Open Burning. Open burning is not permitted on the Property, except that permanent outdoor fireplaces, permanent fire pits, permanent fire bowls, permanent chimneys, permanent grills and other similar items must be approved by the Covenants Committee or Architectural Review Committee, all of which must be equipped with screens to prevent the discharge of embers or ashes, and are subject to rules promulgated by the Board of Directors regarding the size, scale, design, location, placement, number, materials, color, features, style, type and appearance of such items, along with the availability of fire safety equipment when temporary or permanent opening burning devices are in use.

<u>Section 7.30</u> <u>Security Devices.</u> Exterior <u>Security Devices</u> are permitted, <u>subject to rules</u> <u>promulgated by the Board of Directors regarding the size, scale, design, location, placement, number, materials, color, features, style, type, and appearance.</u>

Section 7.31 Recreational and Play Equipment. Recreational and play equipment on Lots shall be subject to rules promulgated by the Board of Directors regarding the size, scale, design, location, placement, number, materials, color, features, style, type and appearance of such recreational and play equipment.

Section 7.32. Solar Panels and Similar Devices. Solar panels and similar devices located on Lots are permitted, subject to rules promulgated by the Board of Directors regarding the size, scale, design, location, placement, number, materials, color, features, style, type and appearance of such solar panels and similar devices.

Section 7.33 Window Treatments. Windows treatments are permitted; provided, however, that any window treatments that are visible from the exterior of a Lot are subject to rules promulgated by the Board of Directors regarding the size, scale, design, location, placement, number, materials, color, features, style, type and appearance.

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ARTICLE VIII COMPLIANCE AND DEFAULT

- Section 8.1. <u>Relief.</u> Each Owner shall be obligated to comply with all of the terms of the Project Documents and the rules and regulations promulgated by the Board of Directors as they may be amended from time to time. A breach by an Owner shall entitle the Association, acting through its Board of Directors or through the managing agent, to the following relief:
- (a) Additional Liability. Each Owner shall be liable to the Association and to any affected Owner for the expense of all Upkeep rendered necessary by such Owner's intentional act, or omission or negligence, or the act, omission, or negligence of members of the Owner's household or such Owner's tenants, agents, employees, guests, customers, invitees, or licensees, regardless of any insurance coverage carried by the Association. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation. Any costs or legal fees incurred by the Association as a result of an Owner's failure, or the failure of members of the Owner's household or such Owner's tenants, agents, employees, guests, customers, invitees or licensees, to comply with the Project Documents or the rules and regulations may be assessed against such Owner's Lot and collectible as an assessment.
- (b) <u>Costs and Attorney's Fees</u>. In any proceedings arising out of any alleged breach by an Owner of the terms of this Declaration, the Association shall be entitled to recover the costs of such proceeding and reasonable attorney's fees which shall constitute a lien against such Owner's Lots.
- (c) No Waiver of Rights. The failure of the Association, the Board of Directors or an Owner to enforce any right, provision, covenant or condition which may be granted by the Project Documents shall not constitute a waiver of the right of the Association, the Board, or any Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Project Documents shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Project Documents, the Act or at law or in equity.
- (d) Interest and Late Fees. If a default by any Owner in paying any sum assessed against such Owner's Lot, or condominium unit owners association in paying any amount to be collected from such condominium unit owners association, continues for a period in excess of ten days, interest from the due date at a rate not to exceed the lesser of the maximum permissible interest rate which may be charged under then current law or eighteen percent per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid. Each assessment that is not paid within 10 days of its due date shall incur a monthly late charge equal to Ten Dollars (\$10) or such greater or lesser amount

as from time to time may be determined by the Board of Directors in accordance with then applicable law and pursuant to prior published resolution.

- (e) Abating and Enjoining Violations. The violation of any of the rules and regulations adopted by the Board of Directors or the breach of any other provision of the Project Documents shall give the Board of Directors the right, in addition to any other rights set forth in the Project Documents: to enter the portion of the Property (excluding any occupied dwelling) on which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Project Documents or the rules and regulations, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass or destruction of property; (2) to use self-help to remove or cure any violation of the Project Documents or the rules and regulations on the Property (including without limitation the towing of vehicles); or (3) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; provided, however, that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be instituted. The Board of Directors shall follow the due process procedures set forth in this Declaration.
- (f) <u>Legal Proceedings</u>. Failure to comply with any of the terms of the Project Documents or the rules and regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in the Project Documents and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, or, if appropriate, by any aggrieved Owner and shall not constitute an election of remedies.
- (g) <u>Other Remedies</u>. The Board of Directors may suspend an Owner's voting rights pursuant to Section 6.4 of the Articles. The Board may also suspend the right of an Owner or other resident, and the right of such person's household, guests, employees, customers, tenants, agents and invitees, to use the Common Area as set forth in Section 4.5(iii) and 4.5(iv) hereof.
- (h) <u>Charges and Suspension of Rights</u>. The Board of Directors may also impose special charges or suspend other rights of membership in the case of a condominium unit owners association located within the Property found to be responsible for a violation of the Project Documents. No suspension of rights or imposition of special charges shall be imposed until the person charged with such a violation has been given notice and an opportunity for a hearing as set forth in (i) below. After the evidentiary phase of the hearing, the Board may deliberate in closed session, but shall vote in open session. Charges may not exceed \$50 (or statutory maximum) for each separate violation. The Board retains the power to characterize any separate violation as a continuing violation if the Owner fails to correct the violation after written notice. In such cases, the Board may charge \$10 a day for every day in which the violation continues, provided that such charge may be increased or decreased as from time to time may be determined by the Board of Directors in accordance with then applicable law and pursuant to prior published resolution. Special charges are assessments and shall be collectible as such and

shall also constitute a lien against a Lot in accordance with Section 5.1 hereof to the extent permissible under Virginia law.

- (i) <u>Due Process</u>. Before imposing any special charge or before taking any enforcement action affecting one or more specific Owner, the Board shall afford such person the following basic due process rights:
- (1) <u>Notice</u>. The Owner shall be afforded prior written notice of any action (except when an emergency requires immediate action) and, if notice is of default or violation, an opportunity to cure which is reasonable under the circumstances, prior to the imposition of any sanction.

If the Board or its Committee intends to impose monetary charges against an Owner, the Board or Committee must notify the Owner in writing of its intent to do so. The Owner may request a hearing in writing; however, the Board may establish a reasonable deadline within which the Owner's written request must be made. If so, the Board or its Committee shall schedule a hearing. Notice of any hearing shall be mailed by registered or certified mail, return receipt requested, to the Owner's address of record at least fourteen days prior to such hearing.

- (2) <u>Hearing</u>. The Board or its Committee may establish a time frame within which Owners may request a hearing and any such request shall be in writing. If the Owner fails to request a hearing within the deadline established by the Board or its Committee, the Owner's omission shall constitute a waiver of the Owner's opportunity to be heard. If an Owner requests a hearing in writing before the deadline established by the Board, then the imposition of the charge or sanction shall be suspended until the Owner has an opportunity to be heard at a hearing at which the Board of Directors or Committee, as appropriate, discusses such charge or action. The Board or Committee may establish procedures and rules for such hearings.
- (3) Appeal. All rulings of Committees are appealable to the Board by any Owner, provided that the written appeal is filed within 10 days of the date when the Owner received notice of the Committee's ruling. The Board may modify or reverse any action taken by any Committee.

Section 8.2. <u>Lien for Assessments</u>.

(a) <u>Lien</u>. The total annual assessment of each Owner, including regular assessments, special assessments, individual assessments or any other sum duly levied (including without limitation charges, interest, late charges, charges under contract etc.), made pursuant to the Project Documents, is hereby declared to be a lien levied against any Lot owned by any Owner. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. With respect to regular assessments, the lien is effective on the first day of each fiscal year of the Association and, as to special assessments, individual assessments and other sums duly levied, on the first day of the next payment period which begins more than ten days after the date of notice to the Owner of such assessment or

levy. The Board of Directors may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien. The lien created by this Section shall be prior to all liens and encumbrances hereafter recorded except as provided in Section 8.3 hereof, and except for real estate taxes and other charges levied by governmental authority and made senior as a matter of law. The personal obligation of the Owner to pay such assessment shall, in addition, remain such Owner's personal obligation and a suit to recover a money judgment for non-payment of any assessment or installment thereof, levied pursuant hereto, may be maintained without foreclosing or waiving the lien herein created to secure the same.

- (b) <u>Acceleration</u>. In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the timely payment of any installment, the maturity of the remaining total of the unpaid installments of such assessment may be accelerated, at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full.
- (c) <u>Enforcement.</u> The Association may enforce the lien for assessments in any manner permitted by the laws of Virginia. During the pendency of any such action to enforce the lien, the Association may assess the Owners a reasonable rental fee for the Lot for any period prior to sale. The Association shall have the power to bid on the Lot at foreclosure auction or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such Lot.
- (d) <u>Remedies Cumulative</u>. The Association may maintain a suit to recover a money judgment for unpaid assessments without waiving its right to foreclose its lien and it may maintain a foreclosure action without waiving its right to file a suit to recover a money judgment.
- Section 8.3. <u>Subordination and Mortgagee Protection</u>. Notwithstanding any other provision hereof to the contrary, including without limitation Article X hereof, the lien of any assessment levied pursuant to the Project Documents upon any Lot (and any charges, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure sale or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the holder of the Mortgage or the purchaser of the Lot at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein. The effect of this provision may not be altered by amendment and may be altered only by Virginia law.

ARTICLE IX PARTY WALLS AND FENCES

Section 9.1. <u>Laws of Virginia to Apply: Easement</u>. All matters arising in connection with any wall which would constitute a party wall at common law shall, to the extent consistent with the provisions of this Article, be subject to the common law of Virginia as modified by

statute from time to time and as modified by this Article. If the centerline of a party wall now or hereafter fails to coincide with the boundary between Lots served, an easement for any resulting encroachment is granted in accordance with Section 3.5 hereof, unless the failure is a result of a lack of maintenance by the Owner. If a party wall serves three or more Lots, each segment of it serving two Lots shall be treated for the purposes of this Article as a separate party wall.

- Section 9.2. <u>Upkeep</u>. The Owners served by a party wall shall provide for the Upkeep of the party walls and shall share equally the cost of its Upkeep except as otherwise provided in this Article. No Owner shall impair the structural' integrity of any party wall nor diminish the fire protection afforded by any party wall.
- Section 9.3. <u>Destruction by Fire or Other Casualty</u>. If a party wall is destroyed or damaged by fire or other casualty, the following procedures shall be followed in order to restore such party wall.
- (a) Either Owner served by the party wall shall notify the other Owner served by the party wall of any proposal to repair the wall. If within ten days after such notice (or in an emergency, within twenty-four hours after such notice or a bona fide attempt to give such notice) the other Owner has not responded to the notice, then the Owner giving notice may proceed with the repairs. Such repairs must be substantially similar to the original construction and installation and of first class quality, but may be made with contemporary materials.
- (b) If the other Owner served by the party wall responds to the notice, the Owners shall act together to repair the party wall. If the Owners are unable to agree upon the action to be taken, they shall submit the issue to arbitration in accordance with Section 9.5 hereof.
- (c) If any Owner restores a party wall in accordance with this section, then the other Owner shall contribute one-half of the cost thereof. An Owner may, however, demand a larger contribution from the other Owner or refuse to contribute one-half of such costs, under any rule of law or equity regarding liability for negligent or willful acts or omissions.
- (d) To the extent that any failure to repair a party wall affects the use and enjoyment of the Common Area or appearance of the Property, the Association may participate in the repair of the party wall and, in an emergency situation threatening life or property, may make such repair without notice to the Owners. The Association may assess the cost of such repair against the Owners responsible for the damage or benefiting from the repair pursuant to Section 4.7 hereof.
- Section 9.4. <u>Liability</u>. Any Owner who by a negligent or willful act or omission causes or permits a party wall to be damaged shall pay the cost of restoring such party wall to its condition prior to such damage.
- Section 9.5. <u>Arbitration</u>. In the event of any dispute between Owners concerning a party wall, the Owners on each side shall each select one arbitrator, and the arbitrators thus selected shall select one additional arbitrator. Arbitrators shall be qualified by experience and

education to serve as such. Once selected, the arbitrators shall promptly agree upon and notify the parties of the discovery procedures and rules of evidence to be used in the arbitration. The arbitrators shall be requested to reach a decision within twenty days after their appointment. The decision of a majority of the arbitrators shall bind the Owners and their successors in interest. The cost of arbitration shall be paid by the losing party unless the arbitrators determine that the cost should be otherwise allocated between the parties, in which case that allocation shall be binding.

Section 9.6. <u>Fences and Other Barriers</u>. The provisions of this Article pertaining to party walls shall also govern any fence, other barrier or shared improvement originally installed-by the Declarant or Builder (except for fences or barriers installed in connection with construction activities) and to any replacement thereof authorized by the Board of Directors or the Architectural Review Committee; otherwise, the Upkeep of any fence, other barrier or improvement shall be the responsibility of the Owner installing such fence, barrier or improvement unless different arrangements are agreed to by the adjoining Owners.

Section 9.7. Right to Contribution Runs With Land. Rights and duties of contribution set forth in this Article and any such rights and duties arising under the laws of Virginia shall run with the land and bind successors in interest. This Article shall not prejudice any right of a successor in interest to recover any amount from a predecessor in title for which such predecessor was liable. Any rights of contribution set forth in this Article shall constitute a lien in favor of any Owner entitled to contribution against any Owner obligated to pay such contribution. Until fully paid and satisfied, the lien shall apply to and encumber all of the Lots that were owned, as of the date when payment was due, by the Owner from whom payment was due, and shall also apply to and encumber any and all Lots thereafter acquired by that Owner from the time such Owner becomes the Owner thereof. The lien created by this section shall be prior to all liens and encumbrances, except Mortgages, real estate taxes and other charges levied by governmental authority made superior as a matter of law, and the Association's lien established in Section 8.2 hereof.

ARTICLE X MORTGAGEES; QUALIFIED MORTGAGEES

Section 10.1. <u>Notice to Board of Directors</u>. Upon request, an Owner who mortgages such Owner's Lot shall notify the Board of Directors of the name and address of the Mortgagee. No Mortgagee shall be entitled to any Mortgagee rights under the Project Documents unless such Mortgagee holds a Mortgage which constitutes a first lien on a Lot and notifies the Board of its address as required by Section 10.2 below and requests all rights under the Project Documents (a "Qualified Mortgagee").

Section 10.2. <u>Notices to Mortgagees</u>. Any Qualified Mortgagee who desires any notice from the Association shall notify the Association to that effect by certified or registered United States Mail. Any such notice shall contain the name and address (including post office address) of such Mortgagee and the name of the person to whom notices from the Association should be directed. The Board of Directors shall notify Qualified Mortgagees of. the following:

- (a) Any default of an Owner of a Lot, upon which the Qualified Mortgagee has a Mortgage, in paying assessments (which remains uncured for sixty days) or any other default, simultaneously with the notice sent to the defaulting Owner;
 - (b) Any casualty, if required by Section 10.2 hereof;
- (c) All actions taken by the Association with respect to reconstruction of the Common Area or a Lot upon which the Qualified Mortgagee has a Mortgage;
- (d) Any termination, lapse or material modification of an insurance policy held by the Association;
- (e) Any taking in condemnation or by eminent domain of the Common Area and the subsequent actions of the Association;
- (f) Any proposal to terminate the Declaration, at least fifty days before any action is taken to terminate the Declaration; and
- (g) Any proposal to amend materially the Articles of Incorporation, this Declaration or the Bylaws, at least seven days before any action.
- Section 10.3. Other Rights of Mortgagees. All Mortgagees or their representatives shall have the additional right to request to receive notice of and to attend and to speak at meetings of the Association. All Mortgagees shall have the right to examine the Project Documents and financial books and records of the Association, including its audited financial statement for the preceding fiscal year of the Association. After fourteen days written notice to the Association, a Mortgagee may, jointly or singly, pay taxes or other charges levied against the Common Area and may pay overdue premiums or hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy for such Common Area. The Mortgagee or Mortgagees giving such notice and making such payments shall be reimbursed by the Association.

ARTICLE XI CONDEMNATION

- Section 11.1. <u>Definition</u>. For the purposes of this Article, "Taking" means an acquisition of all or any part of the Common Area owned in fee simple by the Association or of any interest therein or right accruing thereto as a result of, in lieu of or in anticipation of the exercise of the right of condemnation or eminent domain, or a change of grade caused by the action of a governmental entity affecting the value of the Common Area or any part thereof so severely as to amount to condemnation.
- Section 11.2. <u>Taking of Common Area</u>. If there is a Taking of all or any part of the Common Area owned in fee simple by the Association, the Board of Directors shall act on behalf of the Association in connection therewith and no Owner shall have any right to participate in the proceedings incident thereto. The award made for such Taking shall be payable to the Association, to be disbursed as follows. If the Taking involves a portion of the Common Area

on which improvements have been constructed, then the Association shall restore or replace such improvements so taken on another portion of the Common Area, to the extent land reasonably is available therefor, in accordance with plans approved by the Board of Directors, unless within sixty days after such Taking, the Declarant (during the Declarant Control Period) or the Members by a Sixty-seven Percent Vote (after the Declarant Control Period) shall otherwise agree. The provisions of Article XII hereof regarding the disbursement of funds following damage or destruction shall apply.

ARTICLE XII RECONSTRUCTION AND REPAIR

Section 12.1. When Reconstruction or Repair Required.

- (a) <u>Common Area</u>. Except as otherwise provided in Section 12.4 hereof, if all or any part of any improvement located on the Common Area is damaged or destroyed by fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration thereof. The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of improvements located on the Common Area for purposes other than the repair, replacement or reconstruction of such improvements except in accordance with Section 12.4.
- (b) Lots. If a building or other major improvement located on a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or other major improvement substantially in accordance with original construction as to all structural conditions, exterior perimeters, party walls and exterior appearance and finishing materials, or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Architectural Review Committee approves a different time period, the Owner must commence such repair or reconstruction within six months after the casualty and substantially complete such repair or reconstruction within eighteen months after the casualty.

Section 12.2. Procedure for Reconstruction and Repair of Common Area.

- (a) <u>Cost Estimates</u>. Immediately after a fire or other casualty causing damage to any portion of any improvement located on the Common Area, the Board of Directors shall obtain reliable and detailed estimates of the cost of restoring and repairing such improvement (including without limitation any floor coverings, fixtures and appliances) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.
- (b) <u>Plans and Specifications</u>. Any such reconstruction or repair shall be substantially in accordance with the original construction of any improvement located on the Common Area, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible provided, however, that other action may be taken if approved in accordance with Section 12.4.

Section 12.3. Disbursement of Construction Funds for Common Area.

- (a) <u>Construction Fund and Disbursement</u>. The proceeds of insurance collected on account of a casualty and the sums received by the Board of Directors from the collection of assessments against the Owners pursuant to Subsection 12.3 (b) hereof or any Owner pursuant to Subsection 8.1(a) hereof, shall constitute a construction fund which the Board shall disburse in payment of the costs of reconstruction and repair of the Common Area in the following manner:
- (1) If the estimated cost of reconstruction and repair is less than ten percent of the total annual assessment for Common Expenses for that fiscal year, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors.
- (2) If the estimated cost of reconstruction and repair is ten percent or more of the total annual assessment for Common Expenses for that fiscal year, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Virginia and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work stating that: (i) the sums requested by them in payment are' justly due and owing and that such sums do not exceed the value of the services and materials furnished; (ii) there is no, other outstanding indebtedness known to such architect for the ¹ services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested. The Board of Directors shall be entitled to rely on such certificate.
- (b) <u>Shortfalls</u>. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds or shall be deemed an assessment therefor and shall be levied subject to Section 5.4 hereof.
- (c) <u>Surplus</u>. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds. If, after payment of the costs of all reconstruction and repair, and the refund of any excess payments made by Owners pursuant to Subsection 12.3(b) hereof in proportion to their contributions or the refund of excess payments by any Owner pursuant to Subsection 8.1(a) hereof, there remains any surplus fund, such fund shall be paid first to the Association for the purpose of replenishing reserves, and the balance, if any, shall be held or disbursed as the Board of Directors, in the exercise of its discretion, may deem advisable in accordance with this Project Documents.
- Section 12.4. When Reconstruction and Repair of Common Area Not Required. If destruction of the improvements located on the Common Area is insubstantial, the Board of

Directors may elect not to repair such insubstantial damage. If damaged improvements are not repaired, then the Board of Directors shall remove all remnants of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Common Area and the balance of any insurance proceeds received on account of such damage shall be placed in the appropriate reserve account.

ARTICLE XIII GENERAL PROVISIONS

Section 13.1. <u>Covenants Running with the Property; Term of Declaration</u>. The Declaration shall run with and bind all portions of the Property for a period of 30 years from the date of recordation of this Declaration, and thereafter shall be renewed for consecutive 10-year periods. After the expiration of the initial 30 year period, the Members may petition at any time to revoke the Declaration upon the affirmative vote of at least two-thirds of all Class A Members (including Declarant as to Class A votes held by Declarant) cast in person, by proxy or mailed ballot at a Duly Called Meeting.

Section 13.2. Amendments. Except as otherwise set forth in this Declaration and subject to the Bylaws, this Declaration may be amended or amended and restated only with (i) the consent of Declarant during the Period of Declarant Control and (ii) the affirmative vote of two-thirds of all Class A Members (including Declarant as to Class A votes held by Declarant) cast in person, by proxy or mailed ballot at a Duly Called Meeting. Notwithstanding the foregoing, during the Period of Declarant Control, Declarant shall have the unilateral right to amend this Declaration in any respect as may be necessary or appropriate, in Declarant's sole judgment, (i) in order for this Declaration or the Property to comply with the Virginia Property Owners' Association Act or other applicable laws now or hereafter enacted, as the same may be amended from time to time, (ii) in order to make any corrections in the description of the Property or to correct or cure any errors, ambiguities, inconsistencies or conflicts in or among this Declaration, the Articles or the Bylaws, (iii) in connection with subjecting portions of the Additional Area to this Declaration as provided in Section 2.2 and Section 2.3 or in connection with Supplemental Declarations as provided in Section 2.4, (iv) to the extent the amendment does not materially and adversely affect the rights and obligations of the Members in the Association under this Declaration, or (v) in order to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration or other governmental or quasigovernmental entities, with respect to their purchase, guaranty or insurance of mortgage loans secured by Lots. Notwithstanding anything contained in this Declaration to the contrary, no amendment may be made to this Declaration without the Declarant's consent after the Period of Declarant Control if such amendment would adversely affect any of Declarant's rights, interests or privileges expressly reserved or granted hereunder (except to the extent that such rights have expired upon the termination of the Period of Declarant Control) or that would result in treating Declarant or portion(s) of the Property still owned by Declarant differently from other Owners or comparable portions.

If the Members vote to amend this Declaration, the Association and, during the Period of Declarant Control, the Declarant, shall execute and record in the Clerk's Office an instrument

setting forth the amendment or restatement and shall certify therein that such amendment or restatement was approved by the affirmative vote of at least two thirds of all Class A Members (including Declarant as to Class A votes held by Declarant) cast in person, by proxy or mailed ballot at a Duly Called Meeting. If the Declarant amends this Declaration without the consent of any other Owners as provided in this Section, the Declarant shall execute and record in the Clerk's Office an instrument setting forth the amendment and shall certify therein that the amendment was authorized as provided above. The foregoing certification in the amendments or restatements may be relied upon by third parties for the correctness of the facts stated therein.

Section 13.3. Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall either be delivered in person or sent by U.S. first class mail, postage prepaid. Notices to the Declarant shall be sent to Cameron Associates L.L.C, at 8614 Westwood Center Drive, Suite 900, Vienna, Virginia 22182 or to such other address as the Declarant shall specify by executing and recording in the Clerk's Office an amendment to this Declaration, which amendment shall not require the approval of any other parties as provided in Section 13.3. Legal notices to the Association shall be sent to the address of the Association's registered agent any such other address as may be established by the Board of Directors. All such notices, demands, requests and other communications shall be deemed to have been given upon the earlier of (i) delivery at the appropriate address specified above, whether in person, by express courier or by mail or (ii) three business days after the postmark date of mailing. Rejection or other refusal to accept shall not invalidate the effectiveness of any notice, demand, request or other communication.

Section 13.4. <u>Approvals and Consents</u>. All approvals and consents required or permitted by this Declaration (other than approvals or consents given by Members of the Association in a vote taken at a Duly Called Meeting) shall be in writing, shall be signed by the party from whom the consent or approval is sought and, unless otherwise provided herein, may be withheld by such party in its sole discretion.

Section 13.5. <u>Assignment of Declarant's Rights</u>. Without limiting Section 3.1(d) hereof, any and all rights, powers, easements and reservations of Declarant set forth herein may be assigned in whole or in part, at any time or from time to time, to the Association, to another Owner or to any other party in Declarant's sole discretion. Each such assignment shall be evidenced by an instrument which shall be recorded in the Clerk's Office.

Section 13.6. <u>Successors and Assigns</u>. Subject to Sections 3.1(d) and 13.5 hereof, the provisions of this Declaration shall be binding upon and shall inure to the benefit of the Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns.

WITNESS the following signatures.

CAMERON ASSOCIATES, L.L.C. By: SDC V, Inc., Its Sole Manager

ATTEST:

R _V ·	Ry	
By:Secretary	Name:	
•	Title:	
STATE OF :		
STATE OF :: COUNTY OF ::		
certify that	, whose name is signo he date of the ore me in my county a	foresaid.
	Notary Public	
	Printed Name	
My Commission Expires:	Registration No	umber

The undersigned, as sole acting Trustee under that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Deed of Trust") made by Grantor to Alan L. Walker and Thomas F. Digges, Trustees, for the benefit of Lehman Brothers Holdings Inc. ("Lehman"), dated December 6, 1996 and recorded in the Clerk's Office for the Circuit court of the City of Alexandria, Virginia on December 9, 1996 in Deed Book 1588 at page 1880, having been directed to do so by Lehman, does hereby join in, consent to and subordinate the lien of the Deed of Trust to the foregoing Declaration of Covenants, Conditions and Restrictions; provided, however, that it is expressly understood that the foregoing consent shall not otherwise affect in any way the lien of the Deed of Trust and that the Deed of Trust shall remain in full force and effect.

	Thomas F. Digges
	Sole Acting Trustee
STATE OF	:
,	and sworn to before me, the undersigned Notary Public in and the Commonwealth of Virginia, this day of
	Notary Public
	Printed Name
My Commission Expires:	Registration Number
for the County of, in	The Commonwealth of Virginia, this day of Notary Public Printed Name

The undersigned, as sole acting Trustee under that certain Deed of Trust (the "Deed of Trust") made by Grantor to Marie Willard Berk, Trustee, for the benefit of Bank United, dated July 8, 1997 and recorded in the Clerk's Office for the Circuit court of the City of Alexandria, Virginia on July 10, 1997 in Deed Book 1607 at page 1398, having been directed to do so by Bank United, does hereby join in, consent to and subordinate the lien of the Deed of Trust to the foregoing Declaration of Covenants, Conditions and Restrictions; provided, however, that it is expressly understood that the foregoing consent shall not otherwise affect in any way the lien of the Deed of Trust and that the Deed of Trust shall remain in full force and effect.

	Marie Willard Berk Sole Acting Trustee
STATE OFCOUNTY OF	-
	and sworn to before me, the undersigned Notary Public in an the Commonwealth of Virginia, this day of
	Notary Public
	Printed Name
My Commission Expires:	Registration Number
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Cameron Station Community Association, Inc. Board of Directors Information Item September 28, 2021

TOPIC: DMS Revisions

Summary:

As a matter of information, you will recall that the Board reviewed the proposed DMS changes at the Special Board meeting held on September 16, 2021 and approved the revisions subject to revised language regarding the Firepits from the Attorney.

We will begin finalizing the changes as approved for a new DMS version to be published; however, we expect the pending language for firepits from the Attorney in the coming weeks; therefore, unless instructed otherwise, we will hold off on full distribution anticipating that the Board will approve the firepit language at the October meeting. Once approved, the DMS will be finalized, published via email to the community and anyone who would like a hard copy can request one through the office. Alternatively, if the Board prefer that we mail a hard copy to every household, please advise accordingly and we will coordinate with GAM.





Cameron Station Community Association Board of Director's Meeting September 28, 2021

Please find the attached updated Action Item Report. Pending as well as recently completed items have been included. Please keep in mind, this is being updated and refined regularly.

MATTERS FOR BOARD INFORMATION

Reserve Study Update: PM+ completed the inspection and initial Reserve Study Update and presented a draft to management and FAC. After review, a few changes were noted and PM+ is currently preparing a second draft based on the feedback. FAC will review the second daft at their meeting on 9/27 and anticipate presenting to the Board for final approval at the October meeting.

2022 Draft Budget: The draft 2022 Budget was sent to the Board and FAC for review and comments. Revisions are being made and FAC will review the 2nd draft at their 9/27 meeting. Based on their feedback a final draft will be prepared and ready for distribution to the Board holding a budget meeting.

HVAC Equipment Replacement: The new equipment is in place and operating. The job has been completed.

Annual Meeting Notice: The 1st notice was hardcopy mailed out 9/17/2021. An email blast went out 9/21/2021 to the community with the candidacy form attached/linked.

Possible Sink Hole in Circle: Please be advised we have reported what appears to be a possible sink hole in the circle to the city. It is in the location that use to house a utility structure. The city confirmed they have this in their system. The city has had issues on follow up on this matter. We are tracking this to ensure they do resolve the issue. A cone was placed out in the area in the meantime.

Linear Park MOU: The only issue we are aware of to be addressed at this time is the lighting operation schedule. CAC Committee member Chris Alex is scheduled to walk the area the weekend of 9/25 and will report back his findings. Once we have the information management will notify the city of the results and we anticipate the CAC will review the MOU at their October meeting and have before the Board at the October meeting for approval as well.

New Entrance Sign: Duff Sign's has been on site and have advised that there is a delay on materials and expected the sign to be completed by the end of October.

Donovan Fountain: The Fountain has been ordered and new ETA is mid to late October for install.

Bessley Pocket Park Furniture: The furniture was ordered, and a projected delivery date is October 3rd. Once received it will be assembled by staff and installed.

Landscape Enhancement Update: The City has provided Liriope substitutes to be considered. Lancaster was provided the list and asked to review it and provide their feedback and pricing. The proposal is pending from Lancaster but will include:

- Remove liriope at main circle and transplant behind pool or other areas as needed (ie. Duke Street)
- Provide pricing to complete the circle with a recommended perennial grass (sedge) from the list provided by City
- Provide pricing to install this same perennial grass from Duke Street to Martin/Ticer intersection Lancaster working on bid per CAC discussion and anticipate October agenda item for CAC.

September 2021	- Completed P	rojects and Task	s - All Committees	
Item	Status	Entered On	Responsible	Due
Pot Holes	Completed	9/10/2021	Common Area Committee	9/24/2021
Dead Bolt	Completed	9/16/2021	CCFC	9/15/2021
Leaking Faucets	Completed	9/14/2021	CCFC	9/14/2021
Trash Shed	Completed	9/9/2021	CCFC	9/9/2021
Man hole cover	Completed	9/9/2021	Common Area Committee	9/8/2021
Leaky Faucet	Completed	9/7/2021	CCFC	9/7/2021
Evaluate HVAC systems - compared to notes in	Completed	8/7/2020	CCFC	9/1/2021
Reserve Study				
Brush	Completed	8/31/2021	Common Area Committee	8/30/2021
Soap Dispenser	Completed	8/31/2021	CCFC	8/30/2021
Ceiling Vent	Completed	8/31/2021	CCFC	8/30/2021
Visitor Parking	Completed	6/1/2021	Common Area Committee	8/27/2021
Light Bulb	Completed	8/25/2021	CCFC	8/25/2021
Guard Chair	Completed	8/25/2021	CCFC	8/25/2021
Acoustic Baffles	Completed	8/17/2021	CCFC	8/17/2021
Storm Drain	Completed	8/17/2021	Common Area Committee	8/17/2021
Soap Dispenser	Completed	8/16/2021	CCFC	8/16/2021
Exit Door	Completed	8/12/2021	CCFC	8/12/2021
Storm Drain	Completed	8/9/2021	Common Area Committee	8/9/2021
Gym	Completed	8/6/2021	CCFC	8/6/2021
Light Poles	Completed	8/6/2021	Common Area Committee	8/5/2021
Floor Molding	Completed	7/26/2021	CCFC	7/26/2021
Pool Umbrellas	Completed	7/26/2021	CCFC	7/26/2021
Drainage Issue	Completed	4/22/2021	Common Area Committee	7/23/2021

		September 2021 - Open Projects and Tasks - All Committees	
Responsible	Item	Description	Due
Architectural	Parking	CAMP continues to look for a PT person to perform this task. ARC is still not interested in securing a tow company and did not think it would be wise to have	9/28/2021
Committee	Enforcement	a tow company patrol the community. With move back into normal schedules complaints are increasing.	
		Parking enforcement for Cameron Station enforcement parking policy.	
		11/02/20: obtained bids for parking enforcement. Questions need to be addressed about areas and limitations. At direction of Board Pres, inquired about	
		survey of property lines with Condos - determined Assoc has maps on file - need to locate Phase Plats. Work in progress.	
		11/24/20: Upon verification of valid pricing, confirmed scope of work/number of hours per week - all vendors declined as it does not meet their minimum.	
		Solicited 3 additional bids - all declined for same reasons. Working on individual person for parking enforcement.	
		Reached out to Henry's Towing because they will do this type of enforcement at no charge, but the ARC was not interested and did not think it would be	
		wise to have a tow company patrol the community. CAMP going to run an ad and see if we can find an individual to do it as CMC would not release Todd	
		from do not compete	
		6/1/21: Spoke with Lt. Sean Casey about this role, he is checking with the Sheriff and will be in touch.	
		Upon discussion with the police department, Lt. Sean Casey informed us that he is unable to participate in this role.	
		6/18/21: We have reached out to 6 different vendors (some of which have provided proposals pre CAMP management) to either obtain new proposals or	
		confirm the pricing and scope from the old proposals.	
		7/8/21: Proposals obtained and will be on the August ARC meeting agenda; ARC reviewed and requested to interview two of the proposed vendors at their	
		September meeting	
		9/7/21: ARC approved the recommendation of B and B Security to the Board at their Sept 28 mtg	

CCFC	Locker Room	11/24/20 based upon feedback from Committee, CAMP is soliciting bids for architectural design services for locker room renovation.	9/30/2021
	Renovation	12/14/20: Sent RFP's to architects. Mark and Janeva to meet with three Architect firms the first week in January. Expecting to have bids by the end of February	3, 30, 2021
	Kenovation	because the men's drainage issue will need to be completed first.	
		1/21/21: The CCFC wants to keep the renovation separate from the drainage and would like to handle the drainage issue first.	
		2/17/21: At the CCFC February meeting, CAMP has proposed to turn the water on to replicate the drainage issue and send a recording to CCFC. CAMP has also	
		suggested to close the shower stall that has created the buildup of water for the coming pool season. As the pool season is here, CAMP will work on getting bids to	
		present to CCFC to start the renovation. CAMP also feels this does not need an Architect firm.	
		2/26/2021: on March agenda for further discussion and review of arch. bids received to date. Management is leaving shower out of order for this pool season and addressing on locker room reno- anticipate fall start for reno.	
		3/23/21: BOD requested CCFC revisit the need for a firm and requested that they reconsider using a GC. This item is be placed back on CCFC April agenda for May BOD	
		4/8/21: CCFC interviewed 2 firms	
		6/3/21: RFP to be presented to the Committee for a General Contractor for the job.	
		6/10/21: CCFC reviewed the RFP at their June meeting and provided their feedback to Management. Management revised the RFP and is sending out for bids.	
		6/23/21: three vendors have been contacted for proposals, two have provided and the last one is due within the next two weeks. Management will review and	
		provide to the CCFC once obtained and reviewed.	
		9/3/21: (2) contractors, Manders Decorating and Palmer Brothers, have already been on property for their initial tour, reviewed the project scope, and taken rough measurements. And have had their subs in to work up pricing. We anticipate pricing to be in by the end of September. Unfortunately, Ultra Company notified that they would not be bidding the project.	
		9/22/21: All contractors have stated that they are sufficiently back logged a result of COVID 2020 with related material delays and extended shipping times. We ask that this be kept in mind when finish selections are reviewed and chosen as "in stock" material will be the best way to proceed for most elements of this project.	
		We do not anticipate having bids for review before the October meeting with project work to begin Jan 2022.	

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CCFC	Update Resident	Juana continues to purge the system as needed. ProFIT is changing to a new reservation system and currently looking for new entry systems. American	9/1/2021
	Computer	Pools recently held a demo their new app which incorporates phones. will update as have further info.	
	Registration System	Oct 2020 - bids were solicited from 5 companies. Following up on responses – anticipate presenting them at the CCFC December meeting.	
		11/24/20: Proposals were received and under review; delaying this project until early Spring.	
		2/3: Juana has been able to purge the system periodically to allow new access cards to be registered and while we recognize and agree that a long-term	
		solution is needed, we have this on the calendar for Spring/Summer months in order to properly allocate the time needed to address this. Juana and Janeva	
		have met with various providers, but we don't yet have a full handle on all the issues. The current system is at capacity for issuing passes. Alternative	
		options need to be investigated to include use of current system (upgrade) and new systems.	
		6/7: as the CCure/SETEC software is not operating properly and the badges are cumbersome/costly to produce, we've installed a new temporary system to	
		include the distribution of paper laminated badges. They look identical to the previous badges. This is a temporary solution until we are able establish a new system or have bids for the Board's review later in the year.	
		7/16: SETEC came to the office to discuss our issues and set eyes on our outdated equipment. He is to provide information on a new cloud-based system	
		and updated software to support it.	
		8/18: SETEC presented their cloud based software to management. Management will obtain additional proposals for similar systems from other vendors	
		and present to CCFC in October/November	
Common Area	Flat Benches	Seal the two benches in the Brawner Pocket Park	9/24/2021
Committee		9/22: waiting on clear weather	
Common Area	Light Pole Base	Project starting on Barbour Dr	12/31/2021
Committee	Painting Project		
Common Area	Trash Shed	Replace decayed doors to the trash shed	9/30/2021
Committee		8/6: Spoke with Williamson Home Repair to set up visit for estimate. Expect to meet during the week of 8/9.	
		8/23: Proposal received and is being reviewed by Mgmt	
		9/9: Contract awarded to Williamson. Doors have been ordered	
Common Area	Park Benches	Replace decayed slats on benches at Gardner and Murtha; Waiting to see if the slat replacement at Pocosin Park Benches will work for the ones on Gardner	9/30/2021
Committee		and Murtha	
		7/1- replacement slats did not fit at Garnder/Murtha locations. Mark took measurements and is looking into alternatives.	
		7/8: Mark reached out to a vendor with the dimension specs, waiting to hear from the vendor if they can provide the materials	
		7/15: Emailed contact at Hardwood Artisans inquiring about the status of the replacement slats. Waiting to hear back	
		8/31: Reached out to Bert Weltrens at All Rec. He's checking to see if they are capable of cutting the slats to spec.	
		9/22: Reaching out to Victor Stanley as well	

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Common Area	Entrance Sign	CAC July Agenda	10/26/2021
Committee		Entrance Sign on Duke St needs to be replaced due to age, condition and inability to repair.	
		-Mark obtained 3 proposals, to be put on the July CAC meeting agenda for their review.	
		-CAC Approved "Duff Signs" proposal at their July meeting, up for the BOD's review at their July meeting	
		7/27: BoD approved Duff signs, Duff to conduct a site survey this week and provide a pre-production proof to be reviewed	
		9/22: Duff signs has reported issues with materials and cost for the sign replacement will be \$250.00 more than anticipated. Mgmt approved this change	
		and will report to the BOD at Sept meeting. Project to be completed within 4-6 weeks.	
Common Area	Gate	Need to repair or replace damaged gate on Gardner Dr.	9/23/2021
Committee		Scheduled to meet with TYL 4/21 to discuss options.	
		5/3 - Waiting on proposal from TYL	
		5/24 - Received quote of \$2,600.00 from TYL. Will be reaching out for other bids.	
		6/1- sent pictures to Armor Fence, waiting on proposal	
		6/22- Followed up with Armor Fence- they came on-site to inspect the area and will follow up with a proposal.	
		-on CAC's agenda for review at their August meeting; CAC reviewed and recommends TYL for the repair, on the BOD's August agenda for	
		review/consideration	
		9/9: Contract awarded to TYL. Waiting on a schedule date.	
		9/22: On the schedule for 9/30	
Common Area	Street Light	CAMP has negotiated a "NO CHARGE" price from Kolb Electric for the pole lighting project. PSE offered to do it "NO CHARGE" but wanted a two (2) year	9/30/2021
Committee	Numbering	exclusive maintenance contract with them to do so. As a result, we reached out to another provider. CAMP has negotiated a new price structure with Kolb	
		that will result in about \$30 an hour savings to CSCA form the PSE rate and they will number all pole lights, free of charge, with NO exclusive contract	
		needed. a Kolb repaired 10 of the 13 non-working lights PSE reported on their last inspection at the end of February on February 26, 2021. Kolb also	
		conducted a night light inspection on February 27, 2021 for a comparison to the previous report from PSE. Once the Kolb's report is received and reviewed	
		we will provide a further update at the March 8, 2021 meeting.	
		-7/20: Waiting for an update from Kolb, work is to be scheduled by the end of the month (July)	
		-8/23: Kolb on-site starting the project	
		-9/22: Kolb informed Management that they've had a staffing shortage and this project will be delayed and hopefully completed by the end of October	

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	Fountain Repair	2/17: Received all three bids. Will discuss with committee the best decision by spring.	10/1/2021
Committee		Investigate fountain repairs needed. Reached out to multiple vendors regarding repairs. Received proposals from Cascades and Harmony Ponds. Waiting	
	on third and final proposal from Virginia Water Gardens. General consensus is complete replacement.		
		-2 bids in hand call for replacement. 2 more bids expected and will update at April meeting.	
		-CAC Reviewed bids at April meeting and requested to add to April BOD Agenda	
		-Board has tasked back to CAC for further options and community feedback.	
	5/20- Flyer distributed to residents about Donovan Fountain Meeting on 6/1; meeting also advertised in the 5/28 weekly blast		
		6/1- CAC held standing meeting	
		6/7- CAC approved Harmony Ponds proposal to replace the existing fountain with a similar fountain; added to BoD June agenda for their review and	
		consideration	
		6/29: The Board approved Harmony Ponds for the project, waiting for Harmony to schedule the service and order the parts needed	
		-Parts were ordered, waiting on their arrival and the replacement to be scheduled	
		9/22: Harmony Ponds reported due to shipping delays they are not anticipating having all material in hand for at least 3 more weeks. Anticipate completion	
		of project by end of October.	
Common Area	Paving Proposals	10/09/20: spoke to Robert and Joan regarding engaging an engineering firm to review specs, proposals and project oversight.	10/1/2021
Committee		10/14/20: Reached out to SRG, ETC and Becht Engineering for costs.	
		11/24/20: Dec Committee Agenda item. CAMP presented proposals to the committee at their December meeting, they have decided to go with CAMP's	
		recommendation Gardner. On the board agenda for their January meeting.	
		Gardner recommends that core samples are obtained and reviewed before proposal is provided. The schedule for the coring is tbd.	
		1/21/21: CAMP presented proposals to the committee at their December meeting, they have decided go with CAMP's recommendation Gardner. Board has approved Gardner Engineering at January meeting.	
		2/17/21: CAMP presented proposals to the committee at their December meeting, they have decided go with CAMP's recommendation Gardner. Contract is being executed.	
		4/8/21: Gardner has contract and proposals and they are in the process of reviewing the roof and asphalt bids. They are coordinating a site survey with mgmt. Updates will be provided as we have them.	
		5/5/21: Gardner has made 2 site visits as of today. They have noted roof leak tested is needed. They began the walk thru of the roadways and parking lot	
		surfaces. They are scheduled to return several more times before issuing their findings.	
		7/20/21: Coring was completed on 7/13, engineer is waiting for the results. Mgmt will provide an update when we receive more information from the	
		lengineer.	
		8/2/21: Coring results came back inconclusive Gardener needs to consult with the head engineer	
		8/18/21: Gardner proposes to do the project in sections 1/3 at a time over 3 years, starting in Spring 2022	
		of 10/21. Garaner proposes to do the project in sections 1/3 at a time over 5 years, starting in spring 2022	
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Communications	Update Website	11/24/20: Com Comm identified changes to website. Management will address minor revisions (ie. typos, content changes) and will forward remaining	10/13/2021
Committee		changes to L. Keyser.	
		12/17/20: Website updated per Com Comms list by Juana and remaining updates sent to Heather for L Keyser to address	
		12/23/20: L Keyser updated the remaining edits on list	
		2/3/21: sent L Keyser a list of links to remove, to streamline website navigation	
		2/26/21: comcom gathering bids for website redo updating material as we find it.	
		3/23/21: At the meeting on 3/10, committee voted for LMK for the website update, to be on the Boards May agenda. Mgmt was not involved with soliciting	
		bids nor in conversations with the potential vendor and has requested further time for review. This has been discussed with Chair and BOD Liaison who both	
		agree to slow this project down. Take a step back, interview Brand & LMK with mgmt to ensure clear understanding of services and costs associated with	
		this before being placed on the Boards agenda. Anticipate May Board Agenda.	
		4/14/21: Management will contact the bidders for more clarification on what specifically can be done for the website. After review, a recommendation will	
		be given to the Committee, and eventually the Board	
		5/13/21: the website updates are still in review by the Board. There will be an update at the June or July meeting. At the March Board of Director's meeting	
		the Board reviewed and discussed the issue but took no action. The Board was tasked with providing direction on the website update/redesign. Anticipated	
		having this information back from the Board by end of April. Board comments have not been received to date. This project has been placed on "pause" as	
		social media improvements, possible new logos/branding, and related topics are considered by the committee. Management will update once Board	
		feedback is received. Expected sometime after June/July time frame.	
		9/22/21: ComCom has added 2 new members and have delegated social media and website to the new members. Mgmt informed ComCom at Sept	
		meeting no issue with their new member working directly with LMK provided mgmt is kept abreast of changes. Update anticipated at October BOD	
		meeting.	

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Communications	Social Media -	Work with Committee to identify and address ideas to improve Social Media and Website.	10/13/2021
Committee	Facebook/Twitter	10/30/20: Sent email to New Media Horizons and copied Tricia to coordinate information exchange. Also, working on various changes to current website	
		that is within Management's authority to change.	
		11/23/20: CAMP has evaluated the responsibilities of an "in-house" social media position, which we do not currently have and would require 20 hours per	
		week as a part-time content creator for Cameron Station's social media. Committee pursuing discussions with New Media Horizons.	
		12/09/20: the Committee unanimously agreed to recommend that the Board approve moving forward with a contract with New Media Horizons, during	
		December meeting	
		2/26/21: bid approved 90 day social media mgmt firm to facilitate CSCA offical FB, insta, twitter	
		3/22/21: New Horizon Media contract approved and Joe has begun posting to the CSCA facebook page. Awaiting FB guidelines to be approved and working	
		on announcement to the community. Presently FB & Twitter being updated, just not announced until guidelines are in place.	
		3/23/21: Joe from New Media Horizons is currently updating the CSCA Facebook and Twitter Pages. He also has access to the DropBox account where the	
		photos are kept, to eventually manage Instagram (after photo release policy is in place)	
		4/12/21: Management has been in contact with Joe Turpin, regarding a possible Instagram account. He has since been added to CAMP's DropBox and has	
		access to the photos there.	
		5/6/21: New Horizon pushing out information provided on all 3 social medial platforms.	
		6/23- Management is coordinating with NMH and ComCom rep to address the committee's concerns and preferences for the social media platforms.	
		NMH's initial term has expired and is month-to-month currently. Board will revisit the NMH contract terms at their July meeting, considering the	
		committee's update on the last month.	
		9/22: ComCom has added 2 new members and have delegated social media and website to the new members. NMH has a new contact and manager. Mgmt	
		and ComCom rep will schedule call with new contact to inquire as to next steps. Update anticipated at October BOD meeting.	



Cameron Station Community Association, Inc. Board Decision Request September 28, 2021

TOPIC: Website Update Proposal

Motion:

"I move to APPROVE the proposal from LMK Web Design & Consulting for updating the website in the amount of \$2,500.00. This will be funded from the Website Maintenance line item of the operating budget.

2nd:

Summary:

At the September Communications Committee meeting the committee reviewed proposals to update the website. GAM, Brand & LMK proposals were considered. Committee member, Gwen Toops, gave an update on her findings after speaking with the current provider. The committee selected LMK as the contractor for this work given their experience with the website and cost. LMK has provided if selected, work will not commence on this project for 1-2 months as they have other projects that they are currently completing.

CAMP Recommendation

Management recommends that the Board approves the proposal.



LMK Web Design & Consulting Website Design & Development Proposal



Prepared for Cameron Station Community Association (CSCA) March 2, 2021

Project Summary

The Cameron Station Community Association (CSCA) [Client] is in need of a modern, redesigned website that allows easy navigation for residents and works seamlessly across all device sizes. Lisa Keyser and her team at LMK Web Design & Consulting [LMK] propose to complete this project as stated within for an inclusive fee of \$2,500. Estimated completion timeline is 12 weeks, dependent upon timely feedback. This project includes creation of vector files for the CSCA logo at no additional charge. LMK can begin the project as early as May 2021.

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Platform Recommendations

LMK works with and recommends utilizing Open Source software to save the Client the cost of licensing fees while supporting a free and open web.

- Content Management System (CMS): Joomla! CMS https://www.joomla.org/
- **Design**: Custom template built on Gantry framework https://gantry.org/

Joomla features

The Joomla CMS is the second-most popular open source CMS in the world, currently operating on almost 1.8 million websites, many of which are non-profit. It comes with robust user management out of the box, including custom log-in forms, redirects, access level control, and more. The Joomla administration interface offers a clean, user-friendly dashboard, with content organized into categories and built-in search and filter features that make finding items a breeze. Back-end access is limited to site administrators, keeping users and members on the front-end while logged-in without needing extra plugins or extensions.

- User-friendly back-end management of content, events, and other website features
- Multiple, customizable levels of site access for users and administrators
- Configurable drop-down menus as needed
- Customizable home page areas that will automatically update with new content & events
- Website back-up tool installed and configured
- Website security tool and firewall installed and configured

Gantry features

Gantry is a free, open-source, cross-platform framework for developing visually-stunning websites. It integrates with Joomla to allow for easy display of content and site features and comes built with the latest technology to increase site speed and accessibility.

- Fully customizable layouts and site features
- Multiple template options to differentiate sections of the website
- Configurable feature area for drawing attention to important information, events, or recent updates
- Lightweight code with built-in speed enhancers
- Mobile-friendly out of the box
- Visual menu editor & mega menu support
- Custom favicon & site icons
- Accessibility features

Website Features & Functionalities

The redesigned website will include the following:

- Mobile-friendly site design
- Social media integration, including social sharing and social wall features
- Integration with existing gym registration system
- Advice and integration with on-site advertisements and Google ads, including self-service ad options
- Improvements to resident registration process
- Improvements to private pages as needed for Board and/or Committee access

Proposed Project Timeline

This project contains three distinct stages: **Design**, **Content Development**, and **Launch**. Each stage will have individual deadlines for both LMK and the Client to meet. Missed deadlines will push back the tentative launch date. See Attachment A for the project timeline summary.

The **Design stage** will begin with a design questionnaire and includes three initial draft designs and up to three rounds of revisions. All changes and feedback must be delivered in a timely fashion and consolidated to avoid making piecemeal changes, which will cause a delay in the project timeline. The design stage, with estimated times in parenthesis, will take approximately 12 weeks and follow this format:

- 1. Client will answer a design questionnaire to ascertain tone, color palette, fonts, and preferred site structure/layout. Client will submit inspiration websites, images, and other materials to help guide the tone of the design. (1 week)
- 2. LMK will submit 3 draft designs of home page and one interior page in JPEG format (3 weeks)
- 3. Client will narrow down selection to 1 of the options and give feedback (1 week)
- 4. Revision round 1: LMK will make requested changes and submit updated draft designs (1 week)
- 5. Client will provide feedback (1 week)
- 6. Revision round 2: LMK will submit updated design on live development site (3 weeks)
- 7. Client will provide feedback (1 week)
- 8. Revision round 3: LMK will implement requested changes, work on mobile optimization, and make preparations for site launch (1 week)
- 9. Additional rounds of revision as requested (may require an additional fee, see page 4 for details)

The **Content Development stage** includes reorganization of the content and build-out of the features specified by the Client. This stage will take approximately 11 weeks and will occur concurrently with the Design stage. The Content Development stage, with estimated times in parenthesis, includes:

- 1. LMK will provide a Content Outline with the current website structure for feedback (2 weeks)
- Client will review Content Outline and submit updated version for new navigation menu creation (3 weeks)
- 3. LMK will configure the website functionalities and features as specified by the Client (2 weeks)
- 4. LMK will organize all website content per Client specifications (3 weeks)
- 5. LMK will perform basic SEO optimization (1 week)

The **Launch stage** includes scheduling the launch date and covers the free post-launch support period. LMK will deliver the User Manual or training videos during the post-launch period. User training may be scheduled at any time during the Launch stage.

- 1. Client will approve the final website content, design, and features
- 2. Client and LMK will work together to set the launch date
- 3. LMK will perform final site speed optimization and mobile testing
- 4. LMK will set up redirects for broken links
- 5. LMK will submit the final sitemap to Google for indexing
- 6. LMK will provide the User Manual or Video training
- 7. Client will schedule user training
- 8. Client will provide feedback on any technical issues that may arise

An important note on the proposed launch date: Projects delayed more than 2 weeks due to missed deadlines by the Client will require rescheduling of the launch date. If this occurs, LMK cannot guarantee any particular launch date. When a project is inactive for more than 30 days due to delays by the Client, LMK will charge a project reinstatement fee of \$25 in order to restart work and reschedule tasks and the site launch.

Collaboration, Training & Support

To assist with the transition to a new website platform, LMK will provide the following:

- Online project management via Basecamp
- Weekly project updates in Basecamp with upcoming deadlines
- Up to 90 minutes of in-person or teleconference/web conference meeting time for project discussions and updates
- 30-days post-launch support for technical updates and questions, errors, and site maintenance
- Written instructions for site management delivered during post-launch period
- One 60-minute (or two 30-minute) online training sessions for making site updates

Project communication will take place in Basecamp, an online collaboration and productivity tool. Using Basecamp allows contributors to share content, documents, and images easily. Basecamp has a built-in calendar and to-do list that will allow for establishment of due dates and clear assignment of duties. Following project acceptance, LMK will establish the Basecamp account and input the first set of due dates. These will be emailed to the Client and LMK as they approach to keep all parties on task.

It will be the responsibility of the client to provide any new graphics and any updated content in a timely fashion. Extensive edits to images, not including basic cropping and/or resizing, will fall outside of the project scope. Repeated changes to final content will also fall outside the project scope.

While collaboration is essential to completion of this project, LMK cannot offer limitless availability for meetings and discussions. This proposal includes 90 minutes of meeting time, which may be a combination of telephone, online, and in-person meetings. After that time has been exhausted, the following terms will apply: Phone calls relating to the project, unless previously stated, are always free for the first 10 minutes to encourage efficiency. After the first 10 minutes, teleconferences will be billed at \$93/hour. Online meetings will be billed at the hourly rate with a 30-minute minimum. In-person meetings will be billed at one-hour minimum, plus travel time. All collaboration via Basecamp is included

in the project estimate. **Please note:** No-shows for scheduled meetings will count towards included time, and repeated rescheduling may result in additional fees once the included time has been exhausted.

Project Fee

LMK will complete the project as specified above for a total fee of \$2,500. Technical support and software upgrades for 30 days following website launch are included in the project fee. After the first month, upgrades and updates will require a support agreement or pay-as-you-go invoicing, currently \$93/hour. If, at any time, the scope of work extends beyond what is contained in this proposal, LMK will inform the Client in writing before performing tasks that will incur additional costs. **This proposal is valid until April 15, 2021**. A delay in project acceptance may alter the project timeline.

Please refer to Attachment A for the Summary of Costs and Project Timeline

Additional Fees

While the estimate strives to be inclusive of all items needed to complete the project, additional fees may also be incurred for:

- Additional meeting time as outlined above.
- Purchase of stock images/photography.
- Additional draft designs/revisions. These will be billed at \$85 per revision.
- Requests for features outside of the proposal's current scope.
- Ongoing maintenance and support, including technical support beyond 30 days, social media management, analytics analysis, and SEO maintenance.
- Project reinstatement fee (see Project Timeline for details)
- Website hosting, domain name registry and renewals, and remote online backup storage.
- Software license renewals. While proposed platforms are free software, some of the plugins that extend their basic functionality are not. LMK strives to save clients' money by selecting truly free plugins; however, this may not always be possible. Initial licensure for any software used in this project is included in the fee; renewal of those licenses will be at the Client's discretion. *

*LMK maintains developer licenses for some software plugins and will keep those updated for as long as the Client maintains a relationship with LMK, which is defined as using LMK's services once every six months minimum.

LMK will notify the Client in advance when anything may incur additional fees. Following project completion, LMK can provide maintenance and technical support with pay-as-you-go invoicing or monthly service agreements for a reduced rate. Maintenance needs may include software upgrades. LMK can also provide quotes for additional project-based work. Please contact LMK for the current support agreement fees.

Ongoing Support & Maintenance Options

LMK offers two distinct options for ongoing website support and maintenance following the 30 days of free support after site launch. Both options include software updates and 24/7 monitoring of the website for uptime, security, and performance.

Support Agreements (SAs) are available in 3-, 6-, or 12-month increments. See <u>Attachment B</u> for pricing and an FAQ. SAs include a block of pre-paid support hours at a discounted hourly rate for the duration of the agreement. There are no monthly charges or minimums for SAs, and work is billed as it is completed. SAs are useful for Clients who wish to have more hands-on support for their websites, such as content or feature updates. **Price range**: \$82-\$93/hour

Maintenance Agreements (MAs) are billed either monthly or annually. See <u>Attachment C</u> for pricing details. The monthly fee for MAs includes all software updates, back-ups with remote storage, and uptime monitoring, plus a monthly report of website updates. **Price range**: \$25.68-\$27.79/month

Terms & Conditions

Payment

A deposit of \$1,250 is due immediately. LMK will submit an invoice to the email address specified below upon receipt of the signed proposal. If the deposit has not been received within one week of commencing work, LMK will cease to continue until the deposit has been paid. LMK will submit the final invoice including the remaining balance of \$1,250 and any additional fees immediately following website launch. The final invoice terms stipulate payment must be made within 10 days. Failure to pay within 60 days will result in the addition of a 1.5 percent late fee to the final invoice.

Acceptable forms of payment include cash (in-person delivery only), personal or business check, PayPal, direct bank transfer, and credit cards. Please contact LMK if you would like to make an alternate payment arrangement.

Discounts

This project is eligible for a friendly link discount. For \$45 off the total fee, the Client agrees to allow the phrase "Designed by LMK Web Design & Consulting" to appear unobtrusively in the footer area of the website, with a link back to LMK. If selected, the discount will appear on the final invoice. LMK also offers referral credits for successfully referring new clients, payable in free support hours.

Cancellation

Either party may cancel this agreement at any time by notifying the other party in writing. Cancellation of the agreement by the Client will result in a forfeiture of the deposit amount, and the Client will be billed for unpaid work completed prior to the date of cancellation at the hourly rate (\$93/hour). In the case of inability to complete this project, LMK will return all proprietary materials and the deposit less any credit card processing fees to the client.

Copyright

LMK will retain authorship credit in perpetuity of any custom theme, logos, or custom graphics, and may display screenshots of the completed designs in an online portfolio, including but not limited to LMK's website and social media platforms. The new website template, graphics and code will be the property of LMK until the entire project balance has been paid, at which point they will become property of the Client. The Client will retain ownership of the site content and data at all times. The Client agrees to respect the Open Source licensing specific to each platform in use for the project.

Any artwork, imagery, or text supplied by the Client for use in this project must be either created by the Client or the Client must attain appropriate copyright permissions to display and/or reproduce. LMK cannot be held responsible for copyright infringement claims involving materials supplied for use by the Client.

Security

Although LMK makes every effort to provide secure websites, due to the nature of rapidly advancing technology, LMK can in no way guaranty that the website will not be subject to security breaches. LMK recommends the use of strong passwords and the observance of standard security practices. In order to minimize the chances of security violations, systems should be updated often. Following completion of the 30-day post-launch technical support, the Client will be solely responsible for tracking software updates, unless the Client enters into a separate Support Agreement with LMK. Security-related components, if included in this proposal, are not designed to offer 100 percent protection of the Client's website against any attack imaginable. LMK cannot be held liable for any successful attack on the finished project.

Limited Liability

The Client will be responsible for: (a) the accuracy and adequacy of information and data furnished for processing; (b) any use made by the Client of the completed website or any reliance thereon; and (c) obtaining the required licenses and respect copyright for any and all third part assets including but not limited to fonts, media, and software. The Client will also be responsible for the continued operation and maintenance of the computer equipment and third-party software used in conjunction with the website, and must comply with all operational, environmental and maintenance recommendations and requirements of the applicable licensors, vendors and manufacturers.

The Client agrees that any liability of LMK relating to this proposal and the services performed will be limited to the amount of fees actually received by LMK from the Client under this agreement. In no event will LMK be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property; or any lost sales, profits or data, even if the Client is told that any such damages may occur.

About LMK Web Design & Consulting

LMK Web Design and Consulting is a woman and minority-owned web development agency located in Alexandria, Virginia and serving clients worldwide. Established in 2006, LMK has earned a reputation for excellent customer service and broad expertise in web technologies, design, and content strategies. Current and past clients include the Alpha Omega International Dental Fraternity, the United States Fashion Industry Association, NewFound Families-Virginia, and the Organization for Women in International Trade.

Lisa M. Keyser has extensive experience in non-profit communications, marketing, and website development. She has been building and maintaining websites for non-profits, entrepreneurs, and small businesses since 2003. Lisa started out hand-coding websites in HTML and CSS, and these days uses the Joomla! and WordPress content management systems to provide clients with manageable, feature-rich websites that they can easily maintain themselves. She has a BA in English with concentrations in Poetry and Spanish from the University of Mary Washington.

Andrea Hart has been working with LMK Web Design & Consulting since 2012 on a variety of graphic design projects. Building upon six years of experience in copy and print centers, she has a strong affinity for paper, a love for printed products, and a talented eye for detail. She produces her designs using the Adobe Creative Cloud software. Andrea has an Associate of Applied Science in Graphic Design.

Danielle Hetzel is a seasoned IT project manager with experience in testing, documentation, training, website migration, and advanced PDF and Excel capabilities. She has been working with LMK since 2016 after previously serving as Project Manager for the American Society of Civil Engineers. Danielle has a BA in Business Administration from the University of Notre Dame.

Devan Tucker is our newest team member filling the role of Office Administrator since 2018. She has dedicated her career to helping businesses run more effectively and efficiently. She brings over 11 years' experience helping organizations with operational support (including administrative and bookkeeping), project management, and IT systems implementation and management. Devan has a Bachelor of Business Administration from the University of Maryland University College in College Park, MD.

Client References

Julia Hughes, President, USFIA - jhughes@usfashionindustry.com - 202-419-0444

Heidi Weber, Executive Director, Alpha Omega International Dental Fraternity - hweber@ao.org - 301-738-6400

Ryan Courtney, Community Manager, Sequoia Management Company - rcourtney@sequoiamgmt.com - <a href="mailto:rcourtney@sequoia

LMK Portfolio of Recent Work

Virginia CACFP Sponsors Association

Client since 2012; New website launched August 2020 **Platform**: Joomla & Gantry Framework w/ SobiPro

Capabilities: Business directory w/ self-service registration & listing management

Url: https://vachildcarefoodprogram.org/

Women's Foundation of Oregon

Client since 2016; New website launched August 2019 **Platform**: Joomla & Gantry Framework w/ Events Booking

Capabilities: Multiple News areas, Event management & registration; Social media feeds; E-commerce

store; Custom forms; Accessibility tools

Url: https://womensfoundationoforegon.org/

United States Fashion Industry Association (USFIA)

Client since 2011; last redesign launched in 2018 **Platform**: Joomla & Gantry Framework w/ CiviCRM

Capabilities: Membership & contact management; Event registration management; Email newsletter

management; Custom news feeds

Url: https://www.usfashionindustry.com/

Tsunami Swimming

Client since 2007; last redesign launched in 2017

Platform: Joomla & Gantry Framework w/ Memberships Pro & Events Booking

Capabilities: Membership management; Event registration management; Email integration with

MailChimp

Url: https://tsunamiswimming.org/

LMK Proposal Signature Page **Invoice Information** Available Discounts: Friendly footer link (-\$40) Please include the preferred email address(es) for invoices below: **Billing Information Billing Name Billing Company Billing Address Billing Email Address Billing Phone Number Project Acceptance** Please initial one of the following options, then sign below. A counter-signed copy will be returned to you via email. Client accepts this proposal and agrees to contract with LMK for this project as described. __ Client accepts this proposal with edits as noted and agrees to contract with LMK for this project. __ Client does not accept this proposal and requires a new proposal as explained by notes or edits. Client Name, Company Signature Date Lisa M. Keyser, LMK Web Design & Consulting Signature Date

Attachment A: Summary of Costs and Project Timeline

Total Project Fee	\$2,500
Initial Deposit due on signing	\$1,250
Final Payment due after Launch Stage	\$1,250
Estimated Completion Time	12 weeks
Design Stage	11 weeks
Client Responsibilities	Complete Design Questionnaire
	Submit images, other inspiration materials
	Provide timely feedback on draft designs
LMK Responsibilities	3 Draft Designs
	3 Rounds of Design Revisions
	Set up & configure Gantry
Content Development Stage	11 weeks
Client Responsibilities	Submit content outline
	Provide updated, finalized website content
	Assist with mapping data transfer
LMK Responsibilities	Submit content outline
	Set up & configure website features
	Import data
	Set up site navigation
Launch Stage	1 weeks
Client Responsibilities	Approve final layout & design
	Schedule user training
	Provide user feedback
LMK Responsibilities	Conduct user testing and troubleshooting
	Launch new website
Post-launch	30 days
Client Responsibilities	Contact LMK about any technical difficulties
	Make long-term support arrangements
	Pay final project invoice
LMK Responsibilities	Respond to and resolve all support requests
	Update site software as needed
	Provide User Manual or Video training