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BOOK OF RESOLUTIONS

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WOODWINDS COUNCIL OF CO-OWNERS

TYPE: Policy

DATE ADOPTED: 90-04-24

RESOLUTION NUMBER: 1

BOOK OF RESOLUTIONS

RELATING TO TYPES OF BOARD RESOLUTIONS AND MANNER OF RECORDING

WHEREAS, Article IV, Section 2, of the Bylaws assigns the Board of Directors with "all of the powers and duties necessary for the administration of the affairs of the Council" states that the Board of Directors may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised and done by the Council, and

WHEREAS, there is a need for the Board of Directors to keep a record of its decisions in addition to the customary Book of Minutes;

NOW THEREFORE, BE IT RESOLVED THAT the Board shall create a Book of Resolutions which shall be an orderly and indexed record of the Rules and Regulations of the Association and of the Resolutions that are adopted by the Board, specifically Policy Resolutions, Administrative Resolutions, Special Resolutions, Resolutions Regulating Architectural Control. The Board may adopt General Resolutions as described below. General Resolutions will be recorded in the Book of Minutes only.

I. BOOK FORMAT

The Book of Resolutions shall be composed of four main sections, one for Policy Resolutions, one for Administrative Resolutions, one for Special Resolutions, one for Resolutions Regulating Architectural Control, such resolutions to be arranged in each section in order of their adoption. In the last (fifth) section of the Book of Resolutions shall appear an index by topics. These resolutions shall be classified as follows:

- A. "Policy Resolutions" shall mean and refer to resolutions adopted by the Board of Directors which specifically relate to the long-term governance of the Association, including, but not necessarily limited to, actions affecting Owners' property rights, actions affecting Owners' obligations, committee terms of reference, and protection of equity of the Association and Owners. All Policy Resolutions shall be recorded in Part One of the Book of Resolutions of the Association and shall also be attached to the Minutes of the meeting at which they were adopted.
- B. "Administrative Resolutions" shall mean and refer to those resolutions adopted by the Board which deal with the internal operation and structure of the Association, including but not limited to contracts, financial procedures, etc. All Administrative Resolutions shall be duly recorded in Part Two of the Book of Resolutions and shall also be attached to the Minutes of the meeting at which they were adopted.

- C. "Special Resolutions" shall include: 1) those resolutions adopted by the Board of Directors involving actions relative to questions of compliance by an Owner with the provisions of the Condominium Act, the Condominium Instruments, or the Book of Resolutions; 2) and resolutions adopted by the Board of Directors in the course of issuing an interpretation of the Condominium Instruments. Special Resolutions shall be duly recorded in Part Three of the Book of Resolutions and shall also be attached to the Minutes of the meeting at which they were adopted.
- D. "Resolutions Regulating Architectural Control" shall mean and refer to those resolutions regulating use and appearance of real and personal property.
- E. "General Resolutions" shall mean and refer to those resolutions adopted by the Board which relate to specific expenditures, single task actions, and other such general matters of the Board which have no continuing, far-reaching, or precedent-setting implications.

II. DEFINITIONS

This Book of Resolutions shall incorporate by reference all definitions contained in the Condominium Act and the Condominium Instruments. The terms defined below are also used in the Book of Resolutions:

- A. "Board" refers to the Board of Directors.
- B. "Association" refers to the Woodwinds Council of Co-Owners.
- C. As the context may require, the terms "Owner" or "Unit Owner" shall refer to Unit Owners, members of their household, their guests, tenants, employees, invitees, and assignees.

III. FORMAT OF RESOLUTIONS

The format of resolutions shall conform to the format set out on the attached Exhibit A.

IV. RESPONSIBILITY

The Management Agent of the Association shall be responsible for maintaining the Book of Resolutions and providing to the Owners appropriate and prompt notice of any additions or changes. Owners of units that are leased are responsible to provide copies to their lessees. The Management Agent is responsible to provide a complete set to all purchasers of units resold.

V. INSPECTION

The Book of Resolutions shall be made available upon request by any unit owner for inspection at the Management Agent's place of business during normal business hours.

VI. CONFLICTS

Where the Book of Resolutions conflicts with the Condominium Act or the Condominium Instruments, those documents shall prevail, according to the following hierarchy: The Condominium Act, the Declaration, the Bylaws, and the Book of Resolutions.

VII. SEVERABILITY

The invalidity of any part or portion of the Book of Resolutions shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Book of Resolutions.

VIII. APPLICABILITY

Wherever in this Book of Resolutions reference is made to the Association such reference shall include the Association and the Managing Agent where such authority is delegated by the Association to the Managing Agent.

IX. COMPLIANCE

All owners, members of Owners' families, guests, tenants, employees, invitees, and assignees shall comply with the provisions of the Book of Resolutions.

X. ENFORCEMENT

The Association or any Owner shall have the right to enforce, by any proceeding set forth herein or at law or in equity, all provisions of the Book of Resolutions as well as the Condominium Instruments. Failure by the Association or any Owner to enforce any of the provisions of the Book of Resolutions shall in no event be deemed a waiver of the right to do so thereafter. A waiver of such rights shall be effective only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular provision contained herein which is expressly set forth as being waived.

XI. VIOLATIONS AND NUISANCE

Every act or omission whereby any provision of this Book of Resolutions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by the Association or any Owner.

All owners must observe and abide by all Regulations governing use and restrictions of units and common elements adopted by the Association and/or local authorities. Owners who fail to abide by these Regulations are subject to fines or other action deemed necessary and appropriate by the Board of Directors.

If any Owner violates any of these Regulations, he will hold the Association harmless for any and all damages or losses that may ensue, and waives any and all rights and notices in connection herewith that he may have under the provisions of any applicable governmental laws and ordinances.

XII. VIOLATION OF LAW

Any violation of any applicable governmental law, ordinance or regulation, pertaining to the ownership, occupation, or use of any portion of the Condominium is hereby declared to be a violation of this Book of Resolutions and is subject, at the discretion of the Board, to any or all of the enforcement procedures set forth herein.

XIII. REMEDIES CUMULATIVE

Each remedy set forth in this Book of Resolutions shall be in addition to all other remedies whether available at law or in equity, and all such remedies, whether or not set forth in this Book of Resolutions shall be cumulative and exclusive.

XIV. REFERENCE OF PRONOUNS

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, and plural as the identity of the person or persons or entities may require.

XV. METHOD OF ADOPTION

All resolutions adopted by the Board shall contain an indication of whether they were adopted at the regular or special meeting of the Board, as well as the date of adoption.

XVI. AMENDMENT

The Board reserves the right to alter, amend, modify, repeal, or revoke any provisions set forth in this Book of Resolutions at any time by Resolution of the Board of Directors.

WOODWINDS COUNCIL OF CO-OWNERS

TYPE: Policy

DATE ADOPTED: 95-02-07

RESOLUTION NUMBER 2

BOOK OF RESOLUTIONS

Residential Leases

WHEREAS, Article IV, Section 2, of the By-Laws assigns the Board of Directors with "all of the powers and duties necessary for the administration of the affairs of the Council" states that the Board of Directors may do all such acts and things as are not by the Condominium Act, the Declaration or by these By-Laws required to be exercised and done by the Council, and

WHEREAS, Article VI, Section 6(17) of the By-Laws states that "These Rules of Conduct may be added to, modified, or repealed at any time by the Board of Directors", and

WHEREAS, Article VI, Section 6(1) of the By-Laws states that "The Rules of Conduct shall apply to all Woodwinds' co-owners, tenants, guests, invitees, employees, and/or others, including children and other family members thereof", and

WHEREAS, Section 14 of the Master Deed states that "each co-owner shall comply with the provisions of this Deed, the By-Laws, decisions and resolutions of the Council of Co-Owners or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due, for damages and/or for injunctive relief", and

WHEREAS, the Board of Directors deems it to be in the best interest of the Association to implement a policy requiring that certain guidelines be promulgated in connection with the lease of units in the Council; and

NOW THEREFORE, BE IT RESOLVED THAT:

1. Any unit occupied by persons other than the owner of the unit must have a valid lease executed between the owner of the unit and the tenants.
2. Any lease must be for an initial term of at least six (6) months; and
3. Any lease executed by a unit owner for the rental of his unit will expressly subject the tenants to the provisions of the governing documents, including the Declaration, By-Laws and Rules and Regulations of the Woodwinds Council of Co-Owners and that the unit owner shall provide the tenant with a copy of the Rules and Regulations of the Woodwinds Council of Co-Owners; and
4. The lease shall include a provision requiring that there will be no subleasing of the unit by the lessee; and
5. Any lease of a unit must, within ten (10) days of the execution of the lease, be filed with the managing agent. Lease information must be updated upon request by the managing agent.

Body of Resolution

YES NO ABSTAIN ABSENT

JK

JK

JK

JK

✓ B. D. Luke

PRESIDENT: Eugene Luke

VICE PRESIDENT: James Curran

TREASURER: Darryl Searce

AT LARGE: Dave Thompson

AT LARGE: Maggie Hall

ATTEST:

B. D. Luke

ADOPTED AT A: Regular
(Regular or Special)

DATE: February 9, 1993

BOARD MEETING

WOODWINDS COUNCIL OF CO-OWNERS

TYPE: POLICY DATE ADOPTED: 2000-03-09 RESOLUTION NUMBER 3

BOOK OF RESOLUTIONS
Parking Regulations

WHEREAS, Article IV, Section 2, of the By-Laws assigns the Board of Directors with "all of the powers and duties necessary for the administration of the affairs of the Council" states that the Board of Directors may do all such acts and things as are not by the Condominium Act, the Declaration or by these By-Laws required to be exercised and done by the Council, and

WHEREAS, Article VI, Section 6(17) of the By-Laws states that "These Rules of Conduct may be added to, modified, or repealed at any time by the Board of Directors", and

WHEREAS, Article VI, Section 6(1) of the By-Laws states that "The Rules of Conduct shall apply to all Woodwinds' co-owners, tenants, guests, invitees, employees, and/or others, including children and other family members thereof", and

WHEREAS, Section 14 of the Master Deed states that "each co-owner shall comply with the provisions of this Deed, the By-Laws, decisions and resolutions of the Council of Co-Owners or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due, for damages and/or for injunctive relief", and

WHEREAS, the Board of Directors deems it to be in the best interest of the Association to implement a policy requiring that certain guidelines be promulgated in connection with the parking regulations in the Council: and

NOW THEREFORE, BE IT RESOLVED THAT:

1. Co-owners and their families, tenants and their families, employees, servants, agents, guests, and licensees shall comply with all Woodwinds parking regulations.
2. You may not park in someone else's reserved parking spot or in other places which are marked as no parking areas. You may not park at yellow painted curbs.
3. You may not park where your vehicle will impede access to or egress from someone else's parking spot, reserved or visitor.
4. You may not make major repairs to, drain any fluids from (no oil changes), or paint any vehicle on the property. Major repairs include replacing engine components and tuning/adjusting engines. You may make minor repairs and adjustments, including replacing windshield wipers and light bulbs, changing a tire, and refilling windshield washer bottles.

5. You may not bring or park trailers, boats, recreational vehicles, or any other vehicle intended primarily for recreational purposes on the property.

6. Each unit may register no more than three cars.

7. The residents of each unit shall complete and return a registration form for each vehicle. After the registration form has been processed and accepted, Woodwinds will issue up to three resident parking stickers and two guest parking stickers to each unit. There will be no charge for the initial issuance of three resident and two guest stickers to each resident. However, Woodwinds will charge \$50 for each replacement sticker, resident or guest.

8. All cars and motorcycles parked at Woodwinds shall display a current Virginia license plate, a current Virginia safety inspection sticker, and a current Fairfax County tax sticker. Military residents who maintain their out-of-state residence under federal law may be exempt from this requirement, but must request permission, in writing, from the Board of Directors to park on the property with an out-of-state sticker.

9. All resident cars must display the Woodwinds resident parking permit from the rear view mirror (with the printed side facing forward) at all times.

10. Guests must display the guest parking permit from the rear view mirror (with the printed side facing forward) when the vehicle is parked at Woodwinds between 11:00 P.M. and 9:00 A.M. In addition, guests must display the guest parking permit during visits that exceed four hours. A guest is someone who is physically visiting a resident. Residents may not give or loan guest permits to persons who are not guests. Storing a vehicle for someone else is prohibited. Legitimate guests may not park their vehicles for more than one week without the prior permission of the Woodwinds Board of Directors. If the number of guest cars exceeds two, the resident shall place a note in the window of the guest cars without a guest parking permit stating the guest parking permit number and the date.

11. Commercial vehicles are prohibited. Commercial vehicles include, but are not limited to, the following: vehicles that require a commercial tag under Virginia law; taxicabs; oversized vehicles (any vehicle larger than the 1998 Chevrolet Suburban); vehicles used primarily for business purposes that contain external signs, ladders, tools, or hitches, or that contain equipment, tools, or supplies necessary to conduct that business; any vehicle in which food and/or beverages are stored, carried, or sold, including pizza delivery vehicles; any semi-trailer truck with or without trailer; any semi-trailer; any solid waste collection vehicle; any towing or recovery vehicle; any construction equipment, including concrete mixer trucks and dump trucks; and any truck, trailer, or truck/trailer combination used for transporting lawn care or landscaping equipment.

12. Although you and your guest may honk your car horn for traffic safety-related reasons (for example, a child runs out in front of you), you may not honk your car horn to attract the attention of someone inside a unit.

13. Motorcycles are very noisy and naturally disturb the peace and tranquility of the community. Accordingly, motorcycle owners shall be particularly careful to operate their motorcycles in a way that does not disturb their neighbors. Motorcycle owners may not repeatedly rev their engine before leaving the parking space. All motorcycles shall have operable mufflers. Woodwinds is not issuing resident or guest motorcycle parking permits at this time.

14. You may not park inoperable or unsightly vehicles on the property. This includes unpainted vehicles, vehicles with flat or missing tires, vehicles with temporary "doughnut" tires, and vehicles that cannot be driven away under their own power.

15. Woodwinds may tow vehicles without prior notice and at the owner of the vehicle's risk if the resident secured a parking sticker with material misrepresentations of fact on the registration form. Examples include stating that the vehicle has a current, valid Virginia safety inspection and current Fairfax County tax sticker when it does not.

16. Residents shall update their vehicle registration when they change vehicles by filing with the Woodwinds management company a new registration form showing the new vehicle and, if applicable, the deletion of the old vehicle.

17. Residents may report parking violations to the management company, any member of the Board of Directors, or any member of the covenants committee.

18. Residents and guests shall comply with all posted speed limits.

19. Woodwinds may tow parking violators at the owner of the vehicle's risk without prior notice and fine the owner of the unit.

WOODWINDS COUNCIL OF CO-OWNERS

TYPE: Policy

DATE ADOPTED: ²⁰⁰¹ ~~2100~~-01-11

RESOLUTION NO. 4

BOOK OF RESOLUTIONS

SATELLITE DISH INSTALLATION

WHEREAS, Article III, Section 2 of the Bylaws, assigns the Board of Directors “all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association” and further states that the Board of Directors “may do all such acts and things as are not by the Condominium Act, the Declaration or by these Bylaws required to be exercised or done by the Unit Owners Association”; and

WHEREAS, Article III, Section 2(f) of the Bylaws empowers the Board of Directors to “make and amend the Rules and Regulations”; and

WHEREAS, Article V, Section 7 of the Bylaws prohibits any Unit Owner from making any structural additions, alteration or improvement in or to his unit without the prior written consent of the Board of Directors; and

WHEREAS, several Unit Owners at Woodwinds Council of Co-owners have expressed a desire to install satellite dish systems for their condominium units; and

WHEREAS, the Board of Directors of Woodwinds Council of Co-owners has determined and is satisfied that it is in the best interest of the Association for the Board of Directors to permit Unit Owners to have satellite dish services subject to such terms and conditions as shall be imposed by the Board of Directors of the Association.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Board of Directors of Woodwinds Council of Co-owners may, within its discretion, grant permission to any Unit Owner to install a satellite dish system subject to the following conditions and any other terms and conditions that may be imposed by the Board of Directors:

Any Unit Owner wishing to install a satellite dish system apply in writing for and receive written permission to do so from the Board of Directors and must take reasonable steps to ensure that the installation is performed so as to maintain and preserve the architectural integrity of the condominium. The application will include a diagram indicating the proposed location for the satellite dish. The Board of Directors will respond to any written application within sixty (60) days of receipt of the application. Any damage caused to association common property by the Unit Owner or hired installer in installing the satellite dish system will be assessed against the responsible Unit Owner.


The specifications/requirements for satellite dish installations are:

1. The first unit in each building requesting the installation of a satellite dish system will be allowed to install the dish on the roof in a central discrete location as approved by the property manager. The satellite dish system will be professionally installed. The cost of installation will be the responsibility of the unit owner.
2. The satellite dish will be made available to all the units in that building by the installation of a signal splitter unit. The signal splitter unit will be installed at the cost of the Association.

3. The cables from the satellite dish to the individual units will be professionally installed in a building corner and enclosed by a downspout.
4. The satellite dish and cables will become the property of the Association and will not be removed when the purchasing individual moves from the property. Most satellite dish service companies request that the dish remain and they will replace the dish to the purchaser at no cost at their new location. The Association retains the right to upgrade the dish at the time of purchase, at the Association's expense.
5. After the first satellite dish is installed on a building, additional dishes for different services must have prior approval by the Board of Directors on the same terms as the first dish.
6. All residents of the building will have access to the satellite dishes installed on that building.

Each Unit Owner requesting written permission to install a satellite dish must execute and return to the Board of Directors an indemnification agreement substantially in the form of "Exhibit A" prior to receiving approval of the application and in no instance less than five (5) days prior to the installation of a satellite dish. Approval is not final until the indemnification agreement has been accepted by the Board of Directors.

This Resolution was adopted this 11 day of January, 2001, by the Board of Directors of Woodwinds Council of Co-owners.

President				
VOTE:				
YES	NO	ABSTAIN	ABSENT	
	✓			
President				
Vice President				
<u>Kristin H. Eddy</u> <u>Kenneth H. Eddy</u>	✓			
Treasurer				
<u>Wesley Ripple</u>	✓			
Secretary				
<u>[Signature]</u>	✓			
Member-at-Large				

ATTEST:

Secretary

Date

Resolution effective: January 12, 2001.

EXHIBIT A

WOODWINDS COUNCIL OF CO-OWNERS
UNIT OWNER INDEMNIFICATION AGREEMENT
FOR
SATELLITE DISH SYSTEM INSTALLATION

I/We, the undersigned Unit Owner(s) of Woodwinds Council of Co-owners do hereby freely accept all installation responsibilities in conformity with the attached application approved by the Board of Directors. In exchange for permission of the Board of Directors to install a satellite dish service, I/We do hereby agree as follows:

I/We shall hold harmless and indemnify the Board of Directors and the Woodwinds Council of Co-owners, its successors and assigns from and against any and all liabilities, costs, damages, expenses and attorneys' fees relating to installation of the aforesaid satellite dish(s). I/we also agree to the installation standards and requirements as specified in the Woodwinds Council of Co-owners Association Book of Resolution Number __. I/We understand and agree that no modifications may be made to the original design as approved without the written consent of the Board of Directors.

I/We understand that I/We shall provide the management agent with the date the work is completed so the management agent may inspect the work for compliance within thirty (30) days of notification and to provide the Board of Directors with a written report that the work was satisfactory/unsatisfactory. I/We understand that if the satellite dish and cable installation is not in compliance with Woodwinds Council of Co-owners Resolution Number __, the satellite dish and cable installation will be brought into compliance by the unit owner, at the unit owners expense, within 60 days of the notification from the management agent.

I/We understand and agree that this Indemnification Agreement shall be binding upon our heirs, successors and assigns to the interest in this condominium unit and that we agree that the terms of this Indemnification Agreement shall be included by me/us in any resale package for the condominium unit and that I/We have the responsibility of providing actual notice of the terms of this Agreement and a copy of this Agreement to all contract purchasers of said unit prior to sale and conveyance of the unit.

Unit Owner

Unit Number

Received By: _____

Date: _____

WOODWINDS COUNCIL OF CO-OWNERS

TYPE: Special

DATE ADOPTED: 90-04-24

RESOLUTION NUMBER: 1

SPECIAL RESOLUTIONS

RELATING TO DUE PROCESS PROCEDURES

WHEREAS, Article IV, Section 2 of the Bylaws assigns the Board of Directors all of the powers and duties necessary for the administration of the affairs of the Council and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or by the Bylaws required to be exercised and done by the Council.

WHEREAS, Section 55-79.53 of the Condominium Act charges all Unit Owners and all those entitled to occupy a Unit with compliance with the provisions of the Condominium Act and Condominium Instruments and that "Any lack of such compliance shall be grounds for action or suit to recover sums due, for damages or injunctive relief or for any other remedy available at law or in equity, maintainable by the Council or by its executive organ or any managing agent on behalf of such association, or, in any proper case, by one or more aggrieved Unit Owners on their own behalf or as a class action";

WHEREAS, for the benefit and protection of the Association, the Owner and Tenants, the Board deems it necessary and desirable to establish a procedure to assure due process in cases where there is a question of compliance by an Owner or Tenant with provisions of the Condominium Act, the Condominium Instruments, or the Book of Resolutions, thereby attempting to minimize the necessity of seeking action in or through a court of law;

WHEREAS, Article V, Section 4 of the Bylaws provides for the establishment of a Covenants Committee ("Committee") which will serve, in addition to the Board, to regulate appearance and use of the Units and Common Elements and which has standing to notify and issue a Cease and Desist request and grants authority to provide interpretations of the Condominium Instruments, subject to constraints set in that Section;

WHEREAS, Section 55-79.80 (b)(2) provides the Association with the power, to the extent provided in the Condominium Instruments or rules adopted pursuant thereto, to assess financial charges against Unit Owners for violations of the Condominium Instruments or Rules and Regulations adopted pursuant thereto, for which the Unit Owner or his family members, tenants, guests or other invitees are responsible;

WHEREAS, Section 55-79.80 (b)(2) further provides that certain procedures must be followed before such financial charges may be assessed;

WHEREAS, it is the intent of the Board to establish procedures for the "Committee" where it must take action relative to questions of compliance by an individual with the provisions of the Condominium Act, the Condominium Instruments, Rules and Regulations or the Book of Resolutions, or where "the Committee" is called upon to issue an interpretative ruling.

NOW, THEREFORE, BE IT RESOLVED THAT Special Resolutions shall be adopted in accordance with the following procedures:

I. VIOLATIONS OF THE CONDOMINIUM ACT - CONDOMINIUM INSTRUMENTS, BOOK OF RESOLUTIONS

- A. Actions Prior to Initiation of Formal Special Resolutions Process. Any Owner, Tenant, Officer of the Association or the Managing Agent has the authority to request that an Owner or Tenant cease or correct any act or omission which appears to be in violation of the aforementioned documents. Such informal requests should be made before the formal process is initiated.

The Managing Agent may suspend the right of an Owner or Tenant to use any facility for a maximum period of seventy-two (72) hours if such Owner's or Tenant's use of the facility is in violation of the Rules and may endanger life, limb or property or equity of the Association, and a verbal request to cease or correct the violation has not been heeded.

The Board or Managing Agent may make initial attempts to secure compliance through correspondence to the Owner or Tenant which states the time, date, place and nature of the violation and which sets forth the time period in which the violation must be corrected. Copies of such correspondence shall be maintained in the Association files, and a copy shall be sent to counsel for the Association.

In the case of disputes between Owners regarding activities within the Units or the appurtenant Limited Common Elements, the Association will generally not become involved in the dispute or act on a complaint, unless two or more parties have complained in writing.

- B. Written Complaint. If the actions described in Section A prove unsuccessful, the Special Resolutions Process shall be initiated upon the filing of a written complaint by any Owner, Tenant, Officer or Director of the Association or Managing Agent (hereinafter referred to as "complainant") with the Committee. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Owner or Tenant (hereafter referred to as "respondent") is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Condominium Act, the Condominium Instruments, Rules and Regulations or the Book of Resolutions which the respondent is alleged to have violated and shall contain supporting facts. The complaint must be as specific as possible as to times, dates, places, acts or omissions and persons involved. If the problem involves a pet, the complainant should identify the pet, if possible.

- C. Preliminary Investigation. Upon receipt and consideration of the written complaint, the Committee may request the "Managing Agent" or a member of the Committee to make a preliminary investigation as to the validity of the complaint and promptly report the findings to the Committee. If the violation has been corrected or the complaint is invalid for any reason, the Committee shall determine the appropriate disposition of the matter and respond in writing to the complainant. If preliminary investigation indicates the need for further action, then the Committee shall establish a hearing date. The Committee shall serve the respondent with a complaint, Notice of Hearing and Notice of Defense and shall serve the complainant with a Notice of Hearing.
- D. Notice of Hearing. The Covenants Committee shall serve a Notice of Hearing on all parties at least fourteen (14) days prior to the hearing by either of the following means: (1) personal service or (2) registered or certified mail, return receipt requested, and addressed to the parties at the address appearing on the books of the Association. Service by mailing shall be deemed effective two (2) days after such mailing in a regular depository of the United States mail. The Notice of Hearing sent to the parties shall be substantially in the following form but may include other information:

"You are hereby notified that a hearing will be held before the Committee at _____ on the ____ day of _____, 19__, at the hour of _____ upon the charges made in the complaint served upon _____. You may be present at the hearing, may, but need not be represented by counsel, may present any relevant evidence, and you will be given full opportunity to examine and cross-examine all witnesses. You are entitled to request the attendance of witnesses and the production of books, documents, or other items by applying to the Board of Directors of the Association."

If any parties can promptly show good cause as to why they cannot attend the hearing on the scheduled date and indicate times and dates on which they would be available, the Committee may reschedule the hearing and promptly deliver notice of the new hearing date.

- E. Service of Complaint. The Committee shall serve a copy of the complaint on the respondent along with the Notice of Hearing.
- F. Notice of Defense. Service of the Notice of Hearing and complaint shall be accompanied by a Notice of Defense. The Notice of Defense shall state that the respondent may:
- (1) Attend a hearing before the Committee as hereinafter provided;

- (2) Object to the complaint on the grounds that it does not state the acts or omissions upon which the Committee may proceed;
 - (3) Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare proper defense; or
 - (4) Admit to the complaint in whole or in part. In such event, the Committee shall meet to determine appropriate action or penalty, if any.
 - (5) Any objections to the form or substance of the complaint shall be considered by the Committee within ten (10) days of their receipt. The Committee shall make its determination and notify all parties within said ten (10) day period. If the complaint is found insufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Committee that the complaint is still insufficient, then the matter shall be dismissed by the Committee.
- G. Cease and Desist Request. The Committee may, at its own discretion, issue a Cease and Desist request along with the complaint, Notice of Hearing and Notice of Defense. Such Cease and Desist request shall be substantially in the following form:
- The Committee has received the attached complaint. By Authority of Section 55-79.53 of the Code of Virginia (Condominium Act), as amended, and Article IV, Section 2 of the Bylaws, the Committee hereby orders you to CEASE AND DESIST such acts or actions until this order is abrogated by a ruling of the Committee, Board or a court of law.
- H. Amended or Supplemental Complaints. At any time prior to the hearing date, the Committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner provided herein. If the amended supplemental complaint presents new charges, the Committee shall afford the respondent a reasonable opportunity to prepare proper defense thereto.
- I. Discovery. Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the Committee or ten (10) days after service of any amended or supplemental complaint, either party is entitled to: (1) obtain the names and addresses of witnesses to the extent known to the other party and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however,

shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming his request for discovery has not been complied with shall submit a petition to request discovery to the Board. The Board shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

- J. Statements. Sworn statements may be introduced into evidence by a party if a copy of the statement is mailed or delivered to the opposing party at least ten (10) days prior to the introduction of the statement. The sworn statement, if introduced in evidence, shall be given the same effect as if the author had testified orally unless the opposing party, within seven (7) days after receipt of the statement, mails or delivers to the party seeking to introduce the statement a request to cross-examine the statement's author. If an opportunity to cross-examine the statement's author is not afforded after request is made as herein provided, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.
- K. Constraints on the Committee. It shall be incumbent upon each member of the Committee to make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of objective consideration of the case shall disclose the same to the Committee and shall not participate in the proceedings. Any member of the Committee has the right to challenge any other member he believes is unable to function in a disinterested and objective manner.

Prior to the hearing, the complainant and the respondent may challenge any member of the Committee for cause. In the event of such a challenge, the Board shall meet within fifteen (15) days to determine the sufficiency of the challenge. If the Board sustains the challenge, the President or Vice President, if the President is the subject of such challenge, shall, at that time, appoint another person to replace the challenged member of the Committee. All decisions of the Board in this regard shall be final.

L. Hearing.

1. The Committee shall select a person to serve as hearing officer and preside over the hearing. Such hearing officer need not be an Owner or a member of the Committee. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Committee may determine the manner in which the hearing will be conducted, so long as the rights set forth in this Resolution are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence

shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make the admission of such evidence improper. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding.

2. Neither the complainant nor the respondent must be in attendance at the hearing. At the request of either the complainant or the respondent, the Committee may agree to conduct the hearing in private session.
3. Each party shall have the right to do the following, but may waive any or all of these rights:
 - (a) Make an opening statement;
 - (b) Introduce evidence, testimony and witnesses;
 - (c) Cross-examine opposing witnesses;
 - (d) Rebut evidence and testimony;
 - (e) Make a closing statement.

The complainant and/or the respondent may be called and questioned regardless of whether they testify in their own behalf.

4. Whenever the Committee has commenced to hear the matter and a member of the Committee withdraws prior to a final determination, the remaining members shall continue to hear the case and the Committee Chairperson shall name a replacement for the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by the hearing officer.
- M. Decisions. To be effective, a decision of the Committee shall be by a majority vote. The decision shall normally be issued within forty-five (45) days of the conclusion of the hearing. The decision shall be written and accompanied by both the majority and minority opinions, if any. Copies of the decision shall be distributed to the parties.
- N. Suspension of Privileges. Disciplinary action imposed by the Committee may include suspending or conditioning the respondent's right to use the recreational facilities. For any non-continuing infraction, such suspension shall be for a period of not more than ninety (90) days. For a continuing infraction (including non-payment of any assessment after the same becomes delinquent), suspension may be imposed for so long as the violation continues.

0. Pets. Residents whose pets have materially or continuously violated the provisions of the Condominium Instruments or Rules and Regulations may be required to remove such pet(s) from the Condominium upon ten (10) days written notice from the Committee.

II. INTERPRETATIVE RULINGS

- A. Purpose of Rulings. Rulings of the Committee may serve to:

- (1) Clarify the intent of provisions of the Condominium Instruments, Rules and Regulations or Book of Resolutions,
- (2) Decide on the consistency of any such provisions with the other provisions of the Condominium Act, the Condominium Instruments, Rules and Regulations or the Book of Resolutions or
- (3) Decide whether or not a Rule, Regulation or Resolution was duly adopted.

The purpose is not to amend, expand or limit the provisions of those documents, although the Committee may propose such amendments, expansions or limits in the statements accompanying a ruling.

- B. Petitions.

1. Any Owner, Officer or Director of the Association or the Managing Agent may petition the Committee for an interpretative ruling by filing a petition directed to the Committee at the Association office.
2. The petition must be legibly written in substantially the following form:

The party(ies) below request the Committee to issue an interpretative ruling on the following provisions of the governing documents and regulations of the Association:

- C. Decisions. The Committee shall have forty-five (45) days from receipt of such petition to issue an interpretive ruling. This time period may be extended by the Committee at its discretion. Copies of the ruling shall be distributed to the parties and shall be included in Part III of the Book of Resolutions. A summary of the ruling will be placed in the Association newsletter. All rulings shall state the authority for such ruling and the basis of the decision.

III. APPEALS

- A. Rights of Owners. Final decisions of the Committee may be appealed by any party. The Board may make a preliminary review of the circumstances and materials relative to the case and make a determination as to whether it will hear the appeal. The Board may, on the basis of the preliminary review, elect not to hear the appeal, in which case the Board will so inform the appealing party in writing and the Committee decision stands.
- B. Appeals Petitions. Appeals Petitions must be legible written and be submitted to the Board in substantially the following form:
- (I)(We), _____,
hereby petition the Board of Directors to hear an appeal
of the decision of the Committee (Application) (Case)
Number _____. (I)(We) further understand that within the
Association, the decision of the Board of Directors on
this issue is final.
- C. Notice of Hearing. Notice of Hearing shall be as in Section I-E of this Resolution except that it is served by the Board.
- D. Procedures. All of the rights and procedures enabled in Part I of this Resolution shall apply to appeals with the substitution of the word "Board" wherever the word "Committee" appears.
- E. Effect of Decision. The Board may uphold the Committee's decision in its entirety, modify or reverse such decision.
- F. Further Action. An Owner must exhaust all available remedies of the Association prescribed by this Resolution before resorting to a court of law for relief with respect to an alleged violation by another Owner of any provision of the Condominium Instruments or Book of Resolutions. The foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board.

IV. TENANTS

- A. If the person charged with a violation of the Condominium Act, Condominium Instruments, Rules and Regulations or Book of Resolutions is a Tenant, the Owner of the Unit in which the Tenant resides shall be considered a respondent and as a party to the action shall receive certified copies of the following:
- (1) Notice that the Association suspended the right of the Tenant to use an Association facility pursuant to Section I.A above.
 - (2) Any correspondence sent to Tenant by the Association pursuant to Section I.A above.

- (3) The written complaint received by the Committee pursuant to Section I.B above.
 - (4) Any written response by the Committee pursuant to Section I.C above or if a preliminary investigation by the Committee indicates further action is necessary, the Complaint, Notice of Hearing and Notice of Defense provided by the Committee to the Tenant pursuant to Sections I.D, E and F respectively and a copy of any Cease and Desist request issued pursuant to Section I.G above.
 - (5) Any amended or supplemental complaint received by the Committee pursuant to Section I.H above.
 - (6) The decision issued by the Committee pursuant to Section I.M above.
 - (7) An Appeals Petition made by Tenant with respect to the matter and a copy of the Notice of Hearing of the Appeal.
- B. The Owner shall have all rights provided in Section I including the right to appeal.

V. SANCTIONS

Disciplinary action imposed by the Committee may include, but is not limited to, the following:

- (a) Assessing financial charges against the respondent in accordance with Section 55-79.80 (b)(2) of the Condominium Act;
- (b) Assessing the expenses against the respondent;
- (c) Issuing a Cease and Desist order;
- (e) Suspending or conditioning the respondent's right to use the recreational facilities. For any non-continuing infraction, such suspension shall be for a period of not more than ninety (90) days. For a continuing infraction (including non-payment of any assessment after the same becomes delinquent), suspension may be imposed for so long as the violation continues.

VI. CONSTRUCTION

This Resolution is intended to assure that due process is provided to Owners and Tenants in proceedings before the Committee and the Board to enforce the Condominium Instruments, Rules and Regulations and Book of Resolutions and to serve as a guideline for such proceedings.

Committee or the Board, as appropriate, may determine the specific manner in which the provisions of this Resolution are to be implemented, provided that due process is protected.

Any inadvertent omission or failure to conduct proceedings in exact conformity with this Resolution shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to assure due process according to the general steps set forth in this Resolution.

"Due process," as used in this Resolution, refers to the following basic rights:

- (a) The charges shall be provided to the Owner and also to the Tenant, if applicable.
- (b) A hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced.
- (c) An opportunity to appeal shall be available.
- (d) Basic principles of fairness shall be applied.

WOODWINDS COUNCIL OF CO-OWNERS

TYPE: Special

DATE ADOPTED: 90-04-24

RESOLUTION NUMBER: 1

SPECIAL RESOLUTIONS

RELATING TO DUE PROCESS PROCEDURES

WHEREAS, the Bylaws of Woodwinds Council of Co-Owners authorizes, and

WHEREAS, the Association is in need of an effective system for recording and indexing Board of Directors resolutions,

NOW THEREFORE, BE IT RESOLVED THAT we hereby establish a Book of Resolutions.

Body of Resolution

YES NO ABSTAIN ABSENT

X _____ _____ _____

X _____ _____ _____

X _____ _____ _____

X _____ _____ _____

X _____ _____ _____


PRESIDENT: Fritz Burkhart

VICE PRESIDENT: Eugene Luke

TREASURER: James Dye

AT LARGE: Baerbel Houck

AT LARGE: Norma McDonald

ATTEST: 
Managing Agent

ADOPTED AT A: Regular
(*Regular or Special*)

DATE: April 24, 1990

BOARD MEETING