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Resolution #90-224 Billing Sub-Associations for Services Provided by MPOA
Montclair Property Owners Association
Board Resolution
Billing Sub-Associations for Services
Provided by the MPOA

Background

From time to time the MPOA has incurred expenses on behalf of the Sub-Associations. MPOA has purchased insurance for the Sub-Associations and provided staff assistance from time to time. Alexander Square had a contract with MPOA that expired in 1985. Since that time, there has been no written agreement in place between the MPOA and the Sub-Associations in regards to us charging for services provided. From time to time the Sub-Associations have been billed and the Sub-Associations have paid. Apparently some Sub-Associations were billed for insurance in FY 89 but none have been billed for insurance in FY 1990.

Resolution

WHEREAS, Article 4, Section 4.1 of the Montclair Property Owners Bylaws states, "The business and affairs of the Association shall be managed by the Board of Directors in accordance with the procedures and for the terms of office set forth in Article 4;"

WHEREAS, the Board of Directors previously established the overhead rate at 100% of the direct labor charge;

WHEREAS, Article 5, Section 5.7 of the Amended Deed of Dedication Agreement and Declaration of Covenants Conditions and Restrictions states, "Services to Owners and Sub-Association. The Association may, in the sole discretion of the Board of Directors, provide additional services to Owners and to any sub-association located within the Property on a contractual basis at the request of such Persons. The charges for such services shall be assessed to the Lot of the Owner or charged to the sub-association. Services which may be provided to a sub-association include, without limitation: (i) the Upkeep of any Lot owned by a sub-association; (ii) the enforcement of any declaration creating or governing the planned community; (iii) the collection of assessments under the declaration creating or governing a planned community on behalf of and in the name of the sub-association; (iv) financial and physical property management services; and (v) obtaining insurance for such sub-association."; and

WHEREAS, it is the desire of the Board of Directors to establish a documented procedure for providing such services to the Sub-Associations and to be reimbursed for this service;

NOW THEREFORE BE IT RESOLVED by the Board of Directors, that from henceforth, no charges will be incurred by the MPOA for a Sub-Association unless a written agreement, signed by the President of both the MPOA and the Sub-Association, is in place. Be it further resolved that unique insurance costs of Sub-Associations will be provided at the direct cost to the MPOA, as requested by a Sub-Association. Be it further resolved that all staff work shall be provided on a reimbursable basis including direct labor charges (salaries, employee medical, workman's compensation and employee taxes), supplies and an overhead rate of 0% of the direct labor charges. Finally, be it resolved, that the Sub-Associations shall be back charged for insurance costs incurred by the MPOA for the Sub-Associations in FY 1990.

#90-224
October 17, 1990

RESOLUTION

OVERHEAD RATE FOR UPKEEP SERVICES PROVIDED TO THE SUB-ASSOCIATIONS

WHEREAS, Article 4, Section 4.1 of the Montclair Property Owners Bylaws states, "The business and affairs of the Association shall be managed by the Board of Directors in accordance with the procedures and for the terms of office set forth in Article 4"; and

WHEREAS, Article 5, Section 5.2 of the Amended Deed of Dedication allows for the sub-associations to contract with the Association for necessary upkeep services as provided for in Section 5.7 of the Amended Deed of Dedication; and

WHEREAS, Article 5, Section 5.7 allows for such services at the sole discretion of the Board of Directors on a contractual basis and with the appropriate charges charged to the sub-association; and

WHEREAS, it is the desire of the Board of Directors to provide upkeep services on a contractual basis to a requesting sub-association and to charge a fair and equitable overhead rate to cover the cost of equipment maintenance for such services.

NOW THEREFORE BE IT RESOLVED that the overhead rate for maintenance upkeep for a sub-association shall be set at eight (8%) percent.

#90-267

November 27, 1990

Resolution #92-200 Directive to Establish Purchasing Procedures

MONTCLAIR PROPERTY OWNERS ASSOCIATION

RESOLUTION

DIRECTIVE TO ESTABLISH PURCHASING PROCEDURES

WHEREAS, Article 4, Section 4.1 of the Montclair Property Owners Association Bylaws states, "The business and affairs of the Association shall be managed by the Board of Directors elected in accordance with the procedures and for the terms of office set forth in this Article 4"; and

WHEREAS, each year the MPOA Board of Directors presents to the membership, and the membership votes on a budget which is funded by assessments levied against each lot; and

WHEREAS, The membership is entitled to every reasonable assurance that the affairs of the Association are being conducted in a business-like and professional manner,

NOW, THEREFORE, BE IT RESOLVED to instruct the General Manager to implement a purchasing and purchase order procedure, which is designed to account for all expenditures of the Association.

#92-200

July 22, 1992

Resolution #94-235 Standard Operating Procedure, Distribution
of Board Meeting Information Packet

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

STANDARD OPERATING PROCEDURE

DISTRIBUTION OF BOARD MEETING INFORMATION PACKET

PURPOSE. To establish procedures for the distribution of Board of Directors meeting information packet in a timely, efficient manner mutually conducive to the Board members and staff members of the MPOA Administration and Security.

PROCEDURE. The MPOA Administration and Security staff members will adhere to the following procedures. In the event unusual circumstances preclude the established procedures, the Community Manager or Chief of Security may exercise his/her discretionary authority to amend procedures as appropriate to ensure timely and efficient delivery of information and materials.

1. Board Meeting Information Packets. Board meeting information packets will be delivered on the Friday preceding the Wednesday Board meeting and no later than two days prior to the date of the Board meeting. If no confidential material is contained in the Board meeting information packet, it will be delivered by Security during their normal security rounds and placed in Board members' newspaper boxes. All confidential material will be hand delivered with advance notice.

2. Late Board Meeting Information Material. Board meeting information which does not meet the two day notification requirement (i.e. delivered by 7:30 p.m. on the Monday preceding the Wednesday Board meeting) will be provided to Board members at the Wednesday meeting. Any resolution, not previously considered by the Board of Directors, which has not been supplied to the members of the Board at least two days prior to a meeting shall not be considered, unless two-thirds of the members of the Board present and voting in a roll call vote approve a motion to suspend this provision and consider the resolution.

3. Other Mail for Board Members. Other incoming mail addressed to Board members will be placed in the respective Board members' boxes at the MPOA Administration Building, available for pick up at the Board members' discretion between Board packet deliveries. Incoming mail will be included with Board meeting information packets for regular delivery.

4. Special Documents for the Executive Board. Any documents up to ten pages which should be brought to the attention of the President, First Vice President, Second Vice President, Treasurer, and/or Secretary will be transmitted via facsimile over the Executive Board Fax Network.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.
SNOW CLEARING POLICY

1. Intent

The following represents the snow clearing policy of the Montclair Property Owners Association (MPOA). It is the intent of this policy to provide clear guidelines and priorities to Montclair residents and to the staff of the Managing Agent on steps to be taken in the event of snow.

2. Supervision

Snow clearing activities shall be conducted by the maintenance staff under the direction of the Maintenance Supervisor. The Maintenance Supervisor may receive additional directions and instruction from the Community Manager.

3. Commencement

Snow clearing activities shall commence upon the accumulation of two inches (2") of snow.

4. Priorities

The snow clearing activities of the maintenance staff shall be conducted in the following order of priority:

A. Managed Common Areas

The MPOA Building including all paved areas and concrete sidewalks, from Waterway Drive.

B. MPOA Owned Streets

This includes the eyebrows on Waterway Drive and Northgate Drive, Andrews Place, Barger Place, Beacon Hill Place, Bishop Place, Butler Place, Chapman Place, Corwin Place, Devonald Place, Duncan Place, Fawn Place, Greenfield Place, Butler Place, Harmony Place, Mayberry Place, Myrtle Place, Nightingale Place, Pleasant Hill Drive.

C. Sub-Associations (all Sub-Associations having the same priority)

C.1 *Southlake Landing including:*

Montview Drive, Widewater Drive, Backwater Court, and Saltwater Drive.

- C.2 *Southlake Cove including:*
View Point Circle, Marsha Lake Ln., Landsdale Pl., Sanibel Ct., Buena Vista Dr., Port Washington Ct., Beach Land Way, Ebb Tide Ct., Lands End Ct., Southlake Blvd., London Pl., Seal Pl., Barnacle Pl., Winding Creek Drive.
- C.3 *Alexander Square including:*
Henderson Lane and Alexander Place.
- C.4 *Nob Hill including:*
Cliffview Drive, Windsong Lane, Kenton Circle, Whisperwood Court, Vals Way, and Jonathan Court.
- C.5 *The Islands HOA including:*
Timber Ridge Drive, Keswick Court, and Royal Crescent Court.
- C.6 *Northside Townhomes including:*
Sugar Maple Lane, Maple Glen Court, Millspring Drive, Bridgeport Drive, and Oak Crest Court.
- C.7 *Waters Edge including:*
Inlet Place, Streamside Court, Spring Branch Blvd., Waters Edge Court, and Beachwater Court.

D. Sidewalks along Waterway Drive

Includes those bordering on the MPOA Common Area. Highest priority shall be given to those sidewalks used by children walking to Henderson, Pattie, and Montclair Elementary Schools.

- E. Such other areas where the Supervisor or Community Manager determine a safety hazard to Montclair residents exists.

5. **Public Streets**

It shall not be the responsibility of the MPOA to clear snow from the public streets of Montclair. However, if in the course of travel between areas to be cleared it is noticed that those streets have not been cleared, the operator of the plow shall clear a path to assist him/her in reaching the next area to be plowed.

6. **Prohibitions**

- A. Under no circumstances shall the individual private property of any Montclair resident be cleared of snow by employees of the Managing Agent. Managing Agent employees are prohibited from entering any lot for the purpose of snow removal.

- B. The MPOA is not responsible for clearing the parking bays of any townhome community, any commercial property located in Montclair, any property owned by the Montclair Country Club, Inc., any property owned by a developer or builder, or any civic lot, as defined by the Deed of Dedication.
- C. Due to its potential negative impact on the lake, no salt shall be placed on any road or parking lot surface by Managing Agent personnel. Salt may be used sparingly on sidewalks and stairs if safety considerations require it.

Attachments (3)

#95-576

8 November 1995

October 21, 2002

Mr. Fred Rash- President
Montclair Property Owners Association
3561 Waterway Drive
Montclair, VA 22026

Dear Mr. Rash,

Pending your approval and that of the MPOA Board of Directors, the Northside Homeowners Association (NHOA) and it's members would like to begin the process of merging the NHOA and the MPOA.


Northside HOA is a 100 unit Townhouse sub-association sitting on 17.57 acres. Also containing 220 parking spaces and 4,800 sq. yards of pavement/sidewalks.

This merger would benefit all concerned parties by accomplishing the following. It would eliminate the duplication of insurance policies, administrative and legal services and board requirements. It would also eliminate the possibility of Northside falling into state receivership by failing to reach it's required quorum or lacking an active board. This would permanently secure our community under the MPOA umbrella of protection as opposed to an outside state authority.

This merger would not increase costs to Montclair residents, as we would still be paying monthly dues to maintain parking facilities and their associated reserves.

If we obtain the necessary signatures, we would like to have this issue brought before the community for a vote at next years annual meeting.

Sincerely,



Steve Buenaga
NHOA president

CC: Vickie Wingert

11 Dec 02
02-243

Resolution #05-009 Changes to Voting Guidelines for Annual
and Special Meetings

Montclair Property Owners Association
Board of Directors Meeting
(January 12, 2005)

AGENDA ITEM SUMMARY

Agenda Item: Proposed Changes to Voting Guidelines

Presenter: Ken Melson

Board Motion: Move to Approve Attached changes to the Voting Guidelines for
MPOA Annual and Special Meetings, Board Resolution Number 050112-____

BACKGROUND/ISSUES: I am proposing changing the language under voting options which read "These ballots, and any replacement ballots, shall be numbered and recorded against the lot to which they are issued" to "All ballots received shall be recorded against the member number." The reason is that the Election Committee does not believe it is possible to number all the ballots. They desire to require a return address on the envelope which is used to return the ballots. The address, or in the case of the peel off label on the election packet which will also have a member number, will be checked to assure only one ballot per lot is cast. Moreover, if the number is on the ballot, then it could be determined who voted which way. By using the envelope method, once the ballots are taken out of the envelope after verification, they are anonymous.

COMMITTEE RECOMMENDATION: N/A

BUDGET-FUNDING: N/A

January 12, 2005
05-009

**VOTING GUIDELINES FOR
MONTCLAIR PROPERTY OWNERS ASSOCIATION
ANNUAL AND SPECIAL MEETINGS**

Page 1 of 3

FOREWARD

The Election Committee, appointed by the Board of Directors, has developed and formalized election procedures. These guidelines have been adopted by the Montclair Property Owners Association (MPOA) Board of Directors for use at Annual Meetings and Special Meetings. The guidelines will be reviewed each year and revised as needed. Suggestions for improvement should be directed to the Election Committee in care of the Montclair Property Owners Association. These guidelines were developed to ensure that every valid vote is accurately counted.

ELIGIBILITY

The Articles of Incorporation state that members shall have one vote for each lot owned. When more than one person owns a lot, all owners may participate and vote by unanimous consent. However, only one vote per owned lot may be cast on any one issue properly coming before the meeting.

For a member to be eligible to vote, he or she must not be delinquent as to any financial obligation to the MPOA as of the Record Date (close of books). Only an owner of record will be eligible to vote. It is the responsibility of new property owners to notify MPOA of ownership changes. Any member may assign their voting rights to a lessee of the lot owned, providing that the initial period of the lease is not less than one year, by providing a written certificate signed and dated by the Member and witnessed by a person, other than the member and the assignee, who signs their name and address. Such certificate shall be filed with the Secretary of MPOA by the close of regularly scheduled business on the third business day prior to the meeting.

Any person filing a signed Power of Attorney with the Secretary of MPOA by the close of regularly scheduled business on the third business day prior to the meeting and exhibiting a valid picture identification card as identification will be allowed to vote if the person to be represented is a property owner in good standing.

VOTING OPTIONS:

Votes may be cast by three methods:

1. **By Mail or In Person:** Paper Referendum Ballots mailed to owners of record are used for the election of the Board of Directors and all issues for which prior official notification has been given. ~~These ballots, and any replacement ballots, All ballots received shall be numbered and recorded against the lot to which they are issued member number.~~ Referendum ballots may be mailed to the Secretary of MPOA or hand delivered to the MPOA office for delivery to the Secretary of MPOA.
2. **By Telefax:**
Telefaxed Referendum Ballots will be accepted. (FAX number 703/670-9620).
3. **In Person at the Annual Meeting:** Day of Meeting Referendum Ballots may be cast at the Annual Meeting in lieu of a Referendum Ballot.

**VOTING GUIDELINES FOR
MONTCLAIR PROPERTY OWNERS ASSOCIATION
ANNUAL AND SPECIAL MEETINGS**

Page 2 of 3

INSTRUCTIONS FOR CASTING BALLOTS Prior to the Annual Meeting

- Referendum Ballots must be placed in the return envelope provided. The outside of the envelope must be **completed, dated, and signed** by the property owner and returned to the Secretary of MPOA either by mail or in person. Telefaxed Referendum Ballots must include a copy of the front of the envelope provided: *fax cover sheet showing the Owner of Record's name, Montclair property address, Signature and date.*
- Referendum Ballots must reach the MPOA office no later than the close of regularly scheduled business on the **third business day prior** to the meeting to be filed with the Association. Any Referendum Ballots received after that time shall be considered invalid, except for Day of Meeting Referendum Ballots cast in person at the annual meeting. As to any other form of voting, Referendum Ballots will control and be counted.

REGISTRATION THE DAY OF THE MEETING

Individual members attending the meeting in person intending to exercise their privilege to vote at the meeting must register at the tables provided at the meeting site. A member registering in person at the meeting (prior to the call for votes) may receive voting materials and vote in person. Members may not revoke previously submitted ballots.

VALIDATION, REGISTRATION AND VOTE TALLY PROCEDURES

1. The Election Committee will formulate and oversee the validation, registration and vote tally procedures. Candidates for Board of Directors and their immediate family members may not participate in the validation, registration, and vote tally processes.
2. A director shall be elected by a simple majority of the votes cast during a referendum when two candidates have been nominated for a single seat on the Board of Directors. In the case of election of more than two directors which is submitted to a referendum of the members, directors shall be elected by a plurality of the votes actually cast.
3. In the event that both regular terms and vacancies are to be filled by an election, candidates receiving the greatest number of votes, if a plurality of the votes cast is attained, are elected for the longest term of office available; the candidate receiving the second highest number of votes, if a plurality of the votes cast is attained, fills the second longest term of office, and so on until all of the vacant positions on the Board of Directors are filled.
4. If two or more candidates tie for a plurality vote for any of the positions on the Board of Directors, the balloting for that position will be repeated as many times as necessary to break the tie vote. When repeated balloting for a position on the Board of Directors is necessary, the names of all candidates will remain on the ballot; provided, however, that the candidates receiving a plurality of the votes cast and a greater number of votes than the candidates who tie, shall stand elected. The candidates receiving a lower number of votes than the candidates who tie remain on the next ballot unless those candidates withdraw. Balloting will continue until the tie is broken and all vacancies are filled.
5. Nothing in these Guidelines shall be deemed to modify the residency requirement for precinct seats contained in the Bylaws.

**VOTING GUIDELINES FOR
MONTCLAIR PROPERTY OWNERS ASSOCIATION
ANNUAL AND SPECIAL MEETINGS**

Page 3 of 3

VALIDATION, REGISTRATION AND VOTE TALLY PROCEDURES (continued)

6. Three types of votes are to be tallied at the meeting:
 - 1) **Referendum Ballots:** Referendum Ballots received prior to three (3) business days before the day of the meeting.
 - 2) **Day of Meeting Referendum Ballots:** Referendum Ballots issued and cast on the day of the meeting. Day of Meeting Referendum Ballots will not be issued to those who submitted a valid Referendum Ballot.
 - 3) **Paper Procedural Floor Ballots:** Used only when a paper ballot vote is requested by a duly registered member or assignee regarding a procedural floor vote.
 - 4) **Procedural Floor Voting Cards:** Cards issued to lot owners indicating the number of votes entitled to be cast on floor votes for procedural matters.
7. **Recounts:** Any duly registered member or assignee, at the meeting, may request and receive a vote recount as follows:
 - 1) Procedural Votes – the request must be made immediately after the vote tally is announced. Only one recount by show of voting cards will be permitted. Should a second recount of a floor vote be requested and the majority consents, the recount must be by paper procedural ballot. Only one paper procedural ballot will be allowed.
 - 2) Referendum Ballot Votes - the request must be made verbally at the meeting or in writing to the MPOA office no more than three days after the adjournment of the meeting.
8. Unless otherwise directed by the Board of Directors, the Election Committee will dispose of ballots, envelopes, tally sheets, and registration lists 30 days after the adjournment of the meeting.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION NO. 04-247

(Record Retention Policy)

WHEREAS, Virginia Code §55-510 requires a community association to keep records and, subject to Section C of that Code provision, make those records available for inspection by members in good standing and their authorized agents; and,

WHEREAS, Article 4, Section 4.1, of the Bylaws of the Association's Bylaws ("Bylaws") vests the Board of Directors with all of the powers and duties necessary for the administration of the affairs of the Association and authorizes it to do all such acts and things as are not expressly reserved to the Association or the Members; and,

WHEREAS, the Board has determined that it is in the best interest of the Association and its Members, to adopt a policy for the maintenance, retention and destruction of the Association's records in order that its Members are informed of the records maintained by the Association and their availability for inspection and copying.

NOW, THEREFORE, BE IT RESOLVED that the Board adopts the following record retention policy:

General Policy

Under the general supervision of the Secretary, management shall maintain a filing system appropriate for the daily use and long-term retention of Association's documents and records, including approved minutes of all meetings of the Association and the Board of Directors. The documents and records maintained in this filing system shall constitute the books and records of the Association. With the exception of documents and records protected by Section 55-510.C. of the Property Owners Association Act, the Association books and records shall be available for inspection in accordance with the provisions of that Act.

Books and Records of the Association

Except as hereafter expressly determined by the Board of Directors, the books and records of the Association shall consist exclusively of the documents enumerated below.

Record Retention Policy

The following list shall serve as a guideline for the retention and destruction of books and records of the Association. In the exercise of its business judgment the Board may vary the retention period for any record.

1. The Board must permanently retain the following records:
 - a. Declaration, Articles of Incorporation and Bylaws and all amendments

- b. Policy and Administrative Resolutions
 - c. Deeds of Association real property and other property records
 - d. Federal and State income tax returns
 - e. Personal property tax returns
 - f. State and federal unemployment taxes
 - g. Audit reports
 - h. Minutes of all Board and membership meetings
 - i. Annual Reports
 - j. Formal records of all actions taken by the membership or Board without a meeting
 - k. Record of all actions taken by a committee of the Board in place of the Board, on behalf of the Association
 - l. Association Attorney file
2. The Board shall retain the following records for at least seven (7) years:
- a. Bank statements
 - b. Deposit tickets
 - c. Canceled checks
 - d. General ledgers
 - e. Cash receipts and cash disbursements journals
 - f. Monthly financial statements
 - g. Payroll records
 - h. Employee files
 - i. Management Reports
 - j. Budgets
- The Board shall retain the following records for at least five (5) years:
- a. Contracts that are no longer active
 - b. Insurance policies that are no longer active
 - c. Vendor invoices
 - d. Proposals

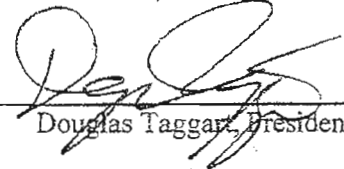
4. The Board shall retain following records for at least three (3) years:
 - a. Bank reconciliation statements
 - b. All written communications to and from members
 - c. Correspondence or records involving personal injury (retain records from date of alleged injury)
5. The Board shall retain the following records for at least one (1) year
 - a. Correspondence between the Association and the general public

The effective date of this resolution shall be Feb 12, 2005.

I hereby certify that this Policy Resolution was duly adopted by the Board of Directors on Jan 12, 2005.

**MONTCLAIR PROPERTY OWNERS
ASSOCIATION, INC.**

By: _____


Douglas Taggart, President

**BOARD OF DIRECTORS
MEETING MINUTES
JUNE 14, 2006
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Motion #06-033
Chaired by: Taggart

Move to
APPROVE RESOLUTION FOR WAIVER OF HANDLING FEES WHEN ANNUAL ASSESSMENTS
ARE PAID IN FULL.

Moved by Cech
Seconded by Marr

FOR:
AGAINST: Boisvert, Cech, Gorn, Hansen, Jack, Kudrick, Marr, McConnell, Melson and Taggart
ABSTAIN:

MOTION PASSED

Motion #06-034
Chaired by: Taggart

Move to
APPROVE RESOLUTION FOR ROUTINE REVIEW OF MEMBERS' ACCOUNTS.

Moved by Cech
Seconded by Marr

FOR: Boisvert, Cech, Gorn, Hansen, Jack, Kudrick, Marr and McConnell
AGAINST: Melson, Taggart
ABSTAIN:

MOTION PASSED

Motion #06-035
Chaired by: Taggart

Move to
APPROVE RESOLUTION FOR ASSESSMENTS OF CONTRACT SECURITY SERVICES PROVIDED
TO MONTCLAIR.

Moved by Cech
Seconded by Kudrick

FOR: Boisvert, Cech, Gorn, Hansen, Jack, Kudrick and Marr
AGAINST: McConnell, Melson and Taggart
ABSTAIN:

MOTION PASSED

Resolution # 06-034

Resolution for Routine review of Members accounts:

Whereas, it is deemed good business practice to have in place consistent and documented policy's for the routine management of the Montclair Property Owners Association; and,

Whereas, routinely that are events, errors and circumstances that result in balances in Members accounts which require administrative action on small balances, or for which the administrative/collection efforts far overhead exceeds the return or for which collection efforts are exhausted and the balances are deemed uncollectible; and,

Whereas, the MPOA Board of Directors (Board), on behalf of the Montclair Property Owners Association (MPOA), has the authority to waive charges accumulated in a Members account; and,

Whereas, the Membership in their approval of the annual assessment supports a budgeted line item for "Bad Debt"; and

Whereas, it is the desire of the Board to establish a policy for the routine review and action on such balances.

Now therefore be it resolved that the Board does here-by direct the Management Agent, under the direction of the Treasurer MPOA, to report quarterly on a review of the outstanding Membership accounts for which a balance due exists for ninety (90) or more days.

Further, in the development of said report, the Board does here-by authorize the Treasurer MPOA, on behalf of the Board, to direct the Management Agent to credit accounts with balances of five dollars (\$5) or less and to report such action in the ninety day report.

Further, such report shall include a listing of the accounts past due, the accounts in or going into collection and those accounts for which no further collection action is warranted.

Further, such report shall have attached, when warranted, a motion for action by the Board to waive balances or charge against the "Bad Debt" line.

Further, this policy shall be effective as of 1 July 2006 and shall remain the standing policy of the Board until modified or canceled.

**Montclair Property Owners Association
Board of Directors Meeting
(June 14, 2006)**

AGENDA ITEM SUMMARY

Agenda Item: Resolution for routine review of members' accounts.
Presenter: Cech

Board Motion: Move to approve the Resolution for routine review of members' accounts as presented at TAB 9 of this Board Package.
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BACKGROUND: See attachment.

COMMITTEE RECOMMENDATION: None

MANAGEMENT RECOMMENDATION: None

BUDGET-FUNDING: None

Resolution #06-033 Waiver of Handling Fees When Annual
Assessment is Paid in full

**Montclair Property Owners Association
Board of Directors Meeting
(June 14, 2006)**

AGENDA ITEM SUMMARY

Agenda Item: Resolution for waiver of handling fees when annual assessment is paid in full.

Presenter: Cech

Board Motion: Move to approve the Resolution for waiver of handling fees when annual assessment is paid in full as presented at TAB 8 of this Board Package.

BACKGROUND: See attachment.

COMMITTEE RECOMMENDATION: None

MANAGEMENT RECOMMENDATION: None

BUDGET-FUNDING: None

Resolution for Waiver of Handling Fee's when annual assessment is paid in full:

Whereas, the MPOA Board of Directors (Board), on behalf of the Montclair Property Owners Association (MPOA), has established a policy to allow members to make monthly payments on their annual assessment; and,

Whereas, said policy has established a \$2.00 per month handling fee to be collected by the Management Agent; and,

Whereas, it is the desire of the Board to encourage the Membership to complete their payment of the annual assessment in Full as soon as possible.

Now therefore be it resolved that when the remaining balance of an annual assessment has been paid IN FULL the MPOA Board of Directors does hereby direct the Management Agent, under the supervision of the Treasurer MPOA, to waive any remaining monthly fee's for the current fiscal year.

Further, if the waiver of remaining monthly fee's places the Members account in a paid ahead status, such payments shall be credited towards the next annual assessment. No REFUNDS shall be issued.

Further, this policy shall be effective as of 1 June 2006 and shall remain the standing policy of the Board until modified or canceled.

Resolution #09-174 MPOA Mission Statement
MONTCLAIR PROPERTY OWNERS ASSOCIATION
BOARD OF DIRECTORS MEETING
AUGUST 12, 2009
Page 3 of 9

Motion #09-172
Chaired by: Kudrick

Move to
ASSESS ACCOUNT # MIGOLD-5465-02 \$10.00 PER DAY NOT TO EXCEED \$900.00 AS PER STATE
STATUTE FOR A VIOLATION OF MPOA DECLARATIONS SECTION 5.2(A), SUSPENDED PENDING
SUBMISSION OF PIR AND COMPLETION OF REPAIRS BY AUGUST 1, 2010.

Moved by Winkworth
Seconded by Hansen

FOR:
AGAINST:
ABSTAIN:

APPROVED BY ACCLAMATION

Motion #09-173
Chaired by: Kudrick

Move to
APPROVE CHANGES TO COMMUNITY GUIDELINES ARTICLE 5 AS AMENDED AUGUST 12, 2009.

Moved by Hansen
Seconded by Roltsch

FOR:
AGAINST:
ABSTAIN:

APPROVED BY ACCLAMATION

Motion #09-174
Chaired by: Kudrick

Move to
APPROVE MISSION STATEMENT: "THE MISSION OF THE MONTCLAIR PROPERTY OWNERS
ASSOCIATION BOARD OF DIRECTORS IS TO OPERATE THE ASSOCIATION IN A COST EFFECTIVE
MANNER, MAINTAIN AND IMPROVE THE COMMON AREAS FOR THE BENEFIT OF OWNERS AND
RESIDENTS, ENSURE COMPLIANCE WITH THE COVENANTS, ENRICH THE QUALITY OF LIFE FOR OUR
RESIDENTS, AND PRESERVE THE NATURAL BEAUTY OF OUR COMMUNITY."

Moved by Roltsch
Seconded by Hansen

FOR:
AGAINST:
ABSTAIN:

APPROVED BY ACCLAMATION

**Montclair Property Owners Association
Board of Directors Meeting
August 12, 2009**

AGENDA ITEM SUMMARY

Agenda Item: Tab 7 Approve Revised Mission Statement
Presenter: Mark Roltsch

Board Motion: Approve Mission Statement: “The mission of the Montclair Property Owners Association Board of Directors is to operate the Association in a cost effective manner, maintain and improve the common areas for the benefit of owners and residents, ensure compliance with the restrictive covenants, enrich the quality of life for our residents, and preserve the natural beauty of our community.”

BACKGROUND: At the July meeting the Board reviewed the Draft Mission Statement as prepared by Mark Roltsch. They asked that Management have the statement reviewed by Legal Counsel to assure that it was in accordance with the Governing Documents.

ISSUES: Legal Counsel’s Opinion: (Ray Diaz) “My reaction is that it might be better to eliminate the clause, “enhance property values” and substitute in its place, “maintain and improve the common areas for the benefit of owners and residents.” My concern with the “enhance” language is that it might be read to infer that the Board has an affirmative obligation to ensure that the values of individual lots are enhanced and, therefore, may have some responsibility if they do not. Of course, under the governing documents, the Board has no duty with respect to the direct value of the lots. I also note that there is no direct reference in the draft Mission Statement to the Board’s duty to ensure compliance with the restrictive covenants. As this is a principal responsibility, you may want to include a reference to it.”

COMMITTEE RECOMMENDATION: None

MANAGEMENT RECOMMENDATION: Approval

BUDGET-FUNDING: None

ATTACHMENTS: None

MONTCLAIR PROPERTY OWNERS ASSOCIATION

RESOLUTION

SNOW REMOVAL FOR SUB-ASSOCIATIONS #09-191

WHEREAS, Article 4, Section 4.1 of the Bylaws of the Montclair Property Owners Association (MPOA) establishes that the “business and affairs of the Association shall be managed by the Board of Directors;” and

WHEREAS, Article 5, Section 5.7 of the Amended Deed of Dedication Agreement and Declaration of Covenants, Conditions, and Restrictions states, “Services to Owners and Sub-Associations. The Association may, in the sole discretion of the Board of Directors, provide additional services to Owners and to any sub-association located within the Property on a contractual basis at the request of such Persons. The charges for such services shall be assessed to the Lot of the Owner or charged to the sub-association; and

WHEREAS, the Board of Directors on October 17, 1990, approved a resolution requiring that “no charges will be incurred by the MPOA for a sub-association unless a written agreement signed by the President of both the MPOA and the sub-association, is in place”; and

WHEREAS, the Board of Directors on January 12, 2005, approved a resolution (Resolution #04-223) to provide a Snow Removal Agreement/Memorandum of Understanding providing snow removal services to those sub-associations who request such services, costs incurred by sub-associations; and

WHEREAS, the Board desires to continue to provide snow removal services to the sub-associations, costs incurred by sub-associations;

BE IT THEREFORE RESOLVED, that the Board directs the MPOA President to enter into an agreement with each sub-association desiring the snow removal service offered by MPOA. This snow removal service is to be provided to the sub-associations, costs incurred by sub-associations.

Adopted at the Board of Director’s Meeting on August 12, 2009. Effective August 12, 2009.



Catherine Kudrick, President

SNOW REMOVAL AGREEMENT
Memorandum of Understanding (MOU)

This Agreement is made this 1st day of December, 2009, by and between the Montclair Property Owners Association, Inc. ("MPOA") and _____ ("Sub-association").

Whereas, Article 5, Section 5.7 of the Amended Deed of Dedication Agreement and Declaration of Covenants, Conditions and Restrictions allows MPOA to provide services to any sub-association located within Montclair on a contractual basis at the request of such sub-association. The expense for such services shall be charged to the sub-association.

Now, therefore, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agrees as follows:

1. Snow Clearing: MPOA shall provide snow clearing services to the Sub-association on an "at cost" basis. Snow clearing will consist of clearing of the private roadways within the Sub-association only. The priority and methods for clearing the snow are contained in the current edition of the Montclair Snow Removal Plan. Sub-association boards are requested to identify areas they want snow placed during clearing. **MPOA may not be able to provide timely service, thus back-up snow removal services are highly recommended.**
2. Payment for Services: The Sub-association will be charged and agrees to pay for snow clearing services to MPOA.
3. At Cost Charges: MPOA will assess costs for labor, fuel, and sanding supplies associated with each snow event in which snow clearing services are provided to the Sub-association. Labor will not be charged for a covered snow event but only when Direct Charges apply in accordance with the Management contract.
4. Term of Agreement: This Agreement supercedes previous agreements and shall be for a term of one year from December 1, 2009 and ending November 30, 2010.
5. Release of Claim: It is expressly agreed between the parties that MPOA is providing the snow clearing as a service to the Sub-association, and the Sub-association expressly agrees to indemnify and hold harmless MPOA and its past, present and future agents, employees, directors, officers and members from any and all liabilities, claims, demands, damages, or causes of action which may arise directly or indirectly from MPOA, or MPOA's agents', employees', contractors' or subcontractors' acts or omissions associated with the snow clearing.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

By: Catherine Kudrick Date: Sept 1, 2009
Cathy Kudrick, President

SUBASSOCIATION

Association Name: _____ Date: _____

By: _____
_____, President

Montclair Snow Removal Plan

When the national weather service or local weather stations issue a winter storm watch or warning for snow or icing conditions the entire maintenance staff will be on Stand-by and must be ready to report on site at any time of day or night. When on Stand-by all maintenance members must be reachable by phone or pager and adjust their departure from their residents to ensure their arrival on site. The community service department monitors on-site snow accumulation and road conditions and reports them to the appropriate personnel.

Snow clearing will commence upon the accumulation of two inches of snow on maintainable roadways. The community service department will contact the Maintenance Director when snow accumulations reach one inch (1"). Either the dispatch or Maintenance Director will call all the maintenance staff members to arrive on site at a specified time for snow clearing or road treating. The snow removal procedures are set forth in Attachment One.

Clearing snow from VDOT maintained streets in Montclair is NOT the responsibility of MPOA. (VDOT maintained streets are identified in Attachment Two). The Virginia Department of Transportation (VDOT) clears the public streets and has its own method of prioritizing for clearing operations.

The Montclair owned streets and property to be cleared by the maintenance staff are as follows:

1. The MPOA office parking lot and walkways, Dolphin Beach parking lot, West Beach parking lot.
2. MPOA- owned streets (Also see Attachment Three): **Andrews Pl, Barger Pl, Beacon Hill Pl, Bishop Pl, Butler Pl, Chapman Pl, Corwin Pl, Devonald Pl, Duncan Pl, Fawn Pl, Greenfield Pl, Harmony Pl, Mayberry Pl, Myrtle Pl, Nightengale Pl, Pleasant Hill Pl**, and the eyebrows on **Northgate Dr. and Waterway Dr.**

A sub-association's streets will be plowed, provided the sub-association has entered into a written agreement with MPOA in accordance with Article 5.7 of the Amended Declaration. (See Attachment Four for a list of sub-association owned and maintained streets). Sub-association snow removal order contained in attachment four will be rotated with each snow event.

The snow removal sequence for Montclair maintained streets and the streets of sub-associations with which there is a written agreement pursuant to Article 5.7 of the Amended Declaration, is set forth in Attachment Five.

Sidewalks will be cleared in accordance with Attachment Six.

The individual private property of a Montclair resident may not be cleared of snow under any circumstances by employees of the Managing Agent. Managing Agent employees are prohibited from entering any lot for the purpose of snow removal. With the exception of the parking area of the Southlake Recreation Association when an agreement is in effect, the MPOA is not responsible for clearing the parking bays of any townhome community, any commercial property located in Montclair, any property owned by the Montclair Golf, Tennis and Swim Club, any property owned by a developer or builder, or any civic lot number as defined by the Deed of Dedication or any VDOT roads. Due to its potential negative impact on the lake, no salt shall be placed on any road or parking lot surface by Managing Agent personnel. Salt may be used sparingly on sidewalks and stairs if safety considerations require it.

ATTACHMENT ONE

MPOA Maintenance Staff Snow Removal Procedures

Streets:

MPOA on-site maintenance personnel will commence plowing operations when snow accumulations reach a depth of two inches (2") regardless of the time of day or night. The plow operator shall make sure they have a fully charged/operating two-way radio in the truck when they leave the MPOA office. Each truck shall start at their respective starting point as identified on Attachment Five, and then plow each street in the order in which they appear for that respective truck or as directed by the Maintenance Director. Upon completion of each street, the truck operator shall report the completion of each street to the Maintenance Director or Community Services Director that street has been plowed. Snow clearing of all MPOA-owned street and sub-association streets shall be completed with the following conditions being adhered to at all times:

1. Clear snow from streets to curb to curb;
2. NO cleaning of individual parking spaces within sub-association parking lots;
3. NO piling of snow in front of or blocking access to,
 - FIRE HYDRANTS;
 - STORM DRAINS;
 - MAIL BOXES;
 - SIDE WALKS/ STREET RAMPS;
 - SCHOOL BUS STOPS;
 - DRIVEWAYS;
 - PARKING SPACES.

When clearing snow from streets, the operator should keep in mind the possibility of additional snow accumulation and the need to have a place to push/pile that additional snow. In order to accommodate additional snow, the operator should push all piles off the road as far as possible. Care should be taken in placing snow piles on grass areas, so as to not damage plow, truck, curb or turf.

Abrasives:

The application of sand to any street shall commence only when plowing operations are completed or as directed by Maintenance Director and on an as needed basis.

ATTACHMENT TWO

VDOT Maintained Streets
VDOT Telephone Number: 703-383-8368

Afton Ct	B 3H	Fairway Dr	F 7B	Peach Ct	F 6B
Ashgrove Dr	F 7B	Fallstone Pl	B 7D	Peppermill Ct.	B 4H
Autumn Ln	B 5F	Fisherman's Cove	B 4D	Pike Trail	B 7D
Avon Dr	F 8C	Garden Gate Ct.	F 5B	Pinecrest Ct.	F 5D
Barrington Dr	B 7E	Golf Club Dr.		Prestwick Dr.	F 9C
Battersea Rd	B 4D	Groveside Ct	B 6F	Renton Ct.	
Beachview Dr	B 4E	Hickory Nut Pl	B 3G	Rhame Dr.	B 6E
Beacon Ct	F 10E	Hidden Valley Ct.	F 10B	Ridgecrest Dr.	B 6E
Beaver Dam Rd	F 7C	Higgins Dr.	F 2C	Ridgewood Ct.	B 6F
Benson Ct.	F 10D	Hockersmith Park	F 9D	Rincon Place	B 3H
Boxwood Dr.	F 7B	Holleyside Ct.	B 4G	Shadow Oak Ct.	
Brandywine Rd.	F 8D	Holleyside Dr	B 2F	Shadow Woods Ct.	B 4G
Brawner Dr.	F 6B	Holly Hill Dr.	B 5F	Shady Knoll Ct.	F 9A
Breeze Way		Hopkins Dr.	F 5B	Sheffield Dr.	F 9B
Buck Ln	F 10E	Huntgate Dr.	B 3H	Silvan Glen Dr.	B 5E
Buckingham Ct	F 9D	Hyacinth Pl	B 4G	Silverleaf Ct.	B 2F
Bunker Ct.	F 6B	Ibsen Pl		Singletree Ln.	F 10E
Camellia Ln	B 1F	Iris Ln	B 5F	Skiff Ct.	
Camelot Ct.	F 9B	Kings Valley Ct.	F 10B	Skyline Dr.	B 5E
Candlestick Ct.	F 8B	Larchmont Ct.	F 6C	Southlake Blvd.	
Catamaran Ct.		Larkspur Ln.	F 5F	Southwood Pl.	B 6E
Cedar Knoll Ct.	B 4G	Laurel Ridge Rd.	B 5E	Spalding Dr.	F 5C
Cindy Ln.	F 8D	Lazy Day Ln.	F 11D	Spillway Ln.	F 7C
Clearwater Ct.	F 6C	Lindenberry Ln.	B 2F	Springbranch Blvd. (Up to WETA)	B 3G
Cliffbrook Ct.	F 8D	Live Oaks Ct.	B 2F	Sugarbush Ln	B 3F
Cliffview Dr. (Up to Nob Hill)		Loganberry Ln.	B 6E	Sunny Knoll Dr.	F 10B
Cogenberry Ct	B 4L	Marbury Ln.		Tallowood Dr.	B 2G
Cove Ln.	F 6B	Marlington Dr.	F 5B	Thistle Ct.	B 7D
Cranberry Ct.	F 7D	Maywood Dr.	B 2H	Tranio Ct.	
Crocus Ln..	F 9D	Melody Ln.	F 8C	Trisail Ct.	
Cypress Ct.	F 9A	Mimosa Trail	B 4F	Vista Dr.	F 11E
Dalebrook Dr.	F 10D	Moncure Ct.	F 5D	Waterway Dr.	
Dartmoor Dr.	F 9A	Moncure Dr		Wendy Ct.	
Deer Park Dr.	F 10C	Northgate Dr.		Willow Oak Pl.	B 3F
Dickerson Pl	F 10D	Olivia Way		Windward Ct.	
Dolphin Dr.	F 7B	Oriole Ct	F 10E	Wintercress Ct.	B 2G
Edgehill Dr	B 4E	Outlook Pl		Woodglen Ct.	B 3G
Edgewood Dr	F 9C	Paige Point Way	B 4L	Yorktown Dr.	B 5E

ATTACHMENT THREE

MPOA MAINTAINED STREETS

MPOA Building (including all paved areas and concrete sidewalks from Waterway Drive)

Andrews Place	F 6
Barger Place	F 6C
Beacon Hill Place	F 5C
Bishop Place	F 5B
Butler Place	F 5C
Chapman Place	F 5C
Corwin Place	F 5C
Devonald Place	F 5D
Duncan Place	F 5B
Fawn Place	F 5C
Greenfield Place	F 5B
Harmony Place	F 5C
Maybury Place	F 5B
Myrtle Place	F 5C
Nightengale Place	F 5B
Pleasant Hill Drive	F 5C
Eyebrows on Northgate Drive	
Eyebrows on Waterway Drive	

ATTACHMENT FOUR

Sub-Association Owned and Maintained Streets

Sub-association snow removal street order below will rotate with each snow event.

Southlake Landing

Backwater Ct.	F 3B
Montview Dr.	F 3C
Saltwater Dr.	F 3B
Widewater Dr.	F 3C

Southlake Cove

Barnacle Pl.	F 2C
Beachland Way	B 2D
Buena Vista Dr.	F 2C
Ebbtide Ct.	F 2D
Landsdale Pl.	F 2C
Lands End Ct.	F 1C
London Pl.	F 2C
Marshlake Ln.	F 2C
Port Washington Ct.	F 2D
Sanibel Ct.	F 2C
Seal Pl.	F 2C
Southlake Rec	F 9D
View Point Circle	F 2C
Winding Creek Dr.	B 2D

Alexander Square

Alexander Place	F 8A
Henderson Lane	F 8A

Nob Hill

Cliffview Dr.	B 7F
Jonathan Ct.	B 7F
Kenton Ct.	B 8G
Vals Way	B 8F
Whisperwood Ct.	B 8G
Windsong Ln.	B 8F

The Island HOA

Keswick Ct.	B 4D
Royal Crescent Ct.	B 4D
Timber Ridge Dr.	B 4E

Northside Townhomes

Bridgeport Dr.	B 2H
Maple Glen Ct.	B 2H
Millspring Dr.	B 2H
Sugar Maple Ct.	B 2H
Oak Crest Ct.	B 2H

Waters Edge

Beachwater Ct.	B 2E
Inlet Pl.	B 3E
Spring Branch	B5E
Streamside Ct.	B 3E
Waters Edge Ct.	B 2E

ATTACHMENT FIVE

Street Snow Removal Sequence

TRUCK # 1

Waterway Dr. Eyebrows (4) **

WETA

*Inlet Pl. **
*Streamside Pl. **
*Spring Branch Blvd**
*Beachwater Ct**
*Waters Edge Ct.**

NORTH SIDE

*Sugar Maple Ln**
*Oak Crest Ct. **
*Maple Glen Ct. **
*Bridgeport Ct. **
*Millspring Dr. **

ISLAND HOMES

* Timber Ridge Dr.
* Keswick Ct.
* Royal Crescent Ct.

NOB HILL

Cliffview Dr **
Windsong Ln**
Vals Way. **
Kenton Cr.**
Whisperwood Ct **
Jonathan Ct. **
Cliffview Ct. **

ALEXANDER SQUARE

Alexander Pl. **
Henderson Ln. **

SOUTHLAKE LANDING

*Saltwater Dr
* Backwater Ct

TRUCK # 2

MPOA Streets

*Duncan Pl.
*Greenfield Pl.
*Maybury Pl.
*Nightengale Pl. **
*West Beach Parking Lot.
*Corwin Pl.**
*Beacon Pl.**
*Myrtle Pl.**
* Bishop Pl. **
*Andrews Pl. **
*Barger Pl.**
*Butler Pl.**
*Fawn Pl.**
*Fawn Pl.**
*Harmony Pl.**
* Pleasant Hill Pl. **
* Devonald Pl. **
* Chapman Pl.

SOUTHLAKE COVE

*Winding Creek Dr.
*Lands End Ct.
*Buena Vista Dr.**
*Beachland Way**
Ebbtide Ct.**
*Port Washington Ct.**
*Sanibel Ct.**
*London Pl.**
*Barnacle Pl.**
*Seal Pl.**
*Landsdale Pl.**
*Viewpoint Cr.**
*Marshlake Ln.**

SOUTHLAKE LANDING

*Widewater Dr.**
*Montview Dr.**

SAND TRUCK #3

*MPOA Office Lot
Northgate Eyebrows (3)
**Sanding Operations
throughout community**

Upon completion of the above designated streets, each truck shall return to the top of the sequence and repeat the order of street clearing in the event it is snowing during plowing operations.

* Indicates storm or roadside drains that drain to Lake Montclair.

** Indicates streets that are likely to be treated with sand.

ATTACHMENT SIX

Snow Removal on Sidewalks:

Snow clearing of sidewalks shall commence when and only when precipitation has stopped and in order as follows. Sidewalks which provide Montclair students with access to school will be given priority.

1. MPOA office sidewalks and steps;
2. Western side of Waterway Drive sidewalk, to Olivia Way. The sidewalks on both sides of Southlake Blvd shall also be cleared from Waterway to Buena Vista Drive.
3. Forest Park High school foot path, from street (Olivia Way) to the fence/school property line.
4. Waterway Drive, both sides, from Spring Branch Blvd. to Cliffview/Ridgecrest.
5. Waterway Drive, both sides, from Ashgrove to Monview.
6. Waterway Drive, both sides, from Cliffview/Ridgecrest to Ashgrove, and Montview to Southlake blvd.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.
ADMINISTRATIVE RESOLUTION NO. 12-101

July 11, 2012

Procedures for Receiving and Reviewing Complaints

WHEREAS, Article 4, Section 4.1 of the Bylaws states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the Members;"and,

WHEREAS, in the exercise of the said authority, the Board of Directors intends to hereby establish policies and procedures for receiving, considering and resolving complaints about actions, inactions or decisions by the Association, the Association Board of Directors or the Association management agent consistent with requirements of 18 VAC 48-70-30


NOW, THEREFORE, BE IT RESOLVED THAT the following complaint policies and procedures are hereby adopted, which procedures shall supersede and replace any previously adopted policies and procedures relating to the same subject.

- A. All complaints shall be in writing on the Complaint Form attached hereto as Exhibit "A," the instructions on which are incorporated into and made a part of these complaint policies and procedures and shall be submitted to the management office at 3561 Waterway Drive, Montclair, Virginia 22025-1000.
- B. Management shall hand deliver a written acknowledgement of receipt of each properly completed and submitted Complaint Form to the complainant at the time of receipt or by certified or registered mail, return receipt requested, or electronic means, provided management retains sufficient proof of electronic delivery, not later than seven days upon receipt of the complaint.
- C. Promptly upon receipt, management shall review each Complaint Form and attachments received to determine if they contain sufficient information to evaluate and act upon the complaint. In the event that the Complaint Form, together with any attached documents, is insufficient to evaluate and act upon, management shall request of the complainant, by certified or registered mail, return receipt requested, or electronic means, provided management retains sufficient proof of electronic delivery, within seven days of receipt of the Complaint Form, such additional information or documentation as is necessary in order to do so.
- D. If the complainant fails to provide such additional requested information or documentation within fifteen days of management's request, the Board of Directors, in its sole discretion, may either address the complaint on the basis of the available information or consider the complaint resolved and the complaint process shall be closed. In the event the complaint is deemed resolved under the provisions of this paragraph, management shall mail to the complainant by certified or registered mail, return receipt requested, or electronic means, provided management retains sufficient proof of electronic delivery, within seven days of the Board's decision, notice of that decision and that the complaint process with respect to the complaint has been closed.

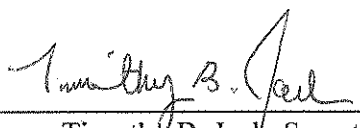
- E. When the Complaint Form, together with any attached documents and any requested additional information is complete and provides sufficient information to process the complaint, the complaint shall be considered by the Board of Directors at the next regular or special meeting that is convened at least two weeks thereafter. Written notice of the time, date and location of the Board meeting at which the complaint will be considered shall be provided to the complainant by hand delivery, certified or registered mail, return receipt requested, or electronic means, provided management retains sufficient proof of electronic delivery, within a reasonable period of time prior to the Board meeting.
- F. The Board of Directors shall dispose of the complaint by taking such action as the Board deems appropriate to grant the relief sought, including without limitation issuing sanctions, modifying practices or dismissing the complaint. Within seven days after the Board of Directors makes a final determination with respect to the disposition of the complaint, management shall provide written notice of the final determination to the complainant by hand delivery, certified or registered mail, return receipt requested, or electronic means, provided management retains sufficient proof of electronic delivery.
- G. The notice of final determination shall be dated as of the date of issuance and include specific citations to applicable association governing documents, laws or regulations that led to the final determination and shall include the registration number of the Association and the license number of the common interest community manager. The notice of final determination shall include a statement that the complainant has the right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Ombudsman and that the Ombudsman may be contacted at (804) 367-2941 or cicombudsman@dpor.virginia.gov.
- H. Management shall maintain a record of each complaint received and the disposition of the same for one year from and after the date of issuance of the notice of final determination.
- I. The policies and procedures set forth in this Resolution shall apply to all complaints received after the date of adoption hereof.

This resolution was adopted and approved by the Board of Directors at a duly convened meeting of the Board of Directors at which a quorum was present on this 11th day of July, 2012.

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

By: 
Ned Greene, President

ATTEST:


Timothy B. Jack, Secretary

Montclair Property Owners Association, Inc.
3561 Waterway Drive
Montclair, Virginia 22025-1000
(703) 670-6187

ASSOCIATION COMPLAINT FORM

INSTRUCTIONS

This complaint form is for use by persons who wish to file written complaints with Montclair Property Owners Association, Inc., regarding the action, inaction or decision by the Association, its Board of Directors or managing agent believed to be inconsistent with applicable laws and regulations.

Legibly describe the complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Please include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, please attach a separate sheet of paper to this complaint form. Please attach any supporting documents, correspondence and other materials related to the complaint.

Sign, date and print your name and address below and submit this completed form to the Association at the address listed above.

COMPLAINT

<hr/> <div>Printed Name</div>	<hr/> <div>Signature</div>	<hr/> <div>Date</div>
<hr/> <div>Mailing Address</div>	<hr/> <div>Lot/Unit Address</div>	<hr/> <div>E-mail Address</div>
<hr/>	<hr/>	<hr/> <div>Phone Number</div>

Contact Preference: ☐ Phone ☐ E-mail ☐ Other

If, after the Association's consideration and review of the complaint, the Board of Directors issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee, paid by complainant. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
804/367-2941
CICOmbudsman@dpor.virginia.gov

For Association Use Only: Received by: _____ Date: _____

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION # 16-039

Policies and Procedures Relative to the Collection of Routine and Delinquent Assessments

WHEREAS, Article 4, Section 4.1, paragraph (c), of the Amended Deed of Dedication Agreement and Declaration of Covenants, Conditions and Restrictions For Montclair Property Owners Association, Inc. (the "Declaration") states that "The Board of Directors shall establish the annual assessment against each Lot for Common Expenses"; and

WHEREAS, Article 4, Section 4.2, paragraph (a) of the Declaration states: "Except as provided immediately below, on or before the first day of each fiscal year, each owner shall pay to such Person at such place as the Board of Directors may direct the annual assessment due for that fiscal year. Notwithstanding the foregoing and subject to the provisions of Section 10.2 (b) hereof, the Board of Directors may permit those Owners in good standing who elect to do so to pay the annual assessment in installments during the fiscal year. In such event, the annual assessment shall be due in such installments and on such dates as the Board of Directors may determine and shall be subject to such service fees, not exceeding five percent (5%) of each installment as the Board of Directors may fix from time to time. All sums collected by the Board of Directors with respect to assessments against the Lots or from any other source may be commingled into a single fund; and

WHEREAS, Article 4, Section 4.4, paragraph (a) of the Declaration states: "Each owner of a Lot by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association all Common Expenses, and other charges assessed by the Board of Directors pursuant to the provisions of this Declaration"; and

WHEREAS, Article 10, Section 10.2, paragraph (a) of the Declaration states: "The total annual assessment of each Owner for Common Expenses, or any additional assessment, any special assessment or any other sum duly levied (including without limitation interest, late charges, attorney's fees, costs, etc.), made pursuant to the Association Documents, is ... declared to be a lien levied against any Lot owned by any Owner"; and

WHEREAS, Article 10, Section 10.2, paragraph (c) of the Declaration provides that the lien for assessments may be enforced and foreclosed in any manner permitted by laws of Virginia; and

WHEREAS, Article 10, Section 10.2, paragraph (b) of the Declaration provides that in any case where an assessment is payable in installments, upon the default by such Owner in the timely payment of any installment, the Board of Directors may declare the remaining total of the unpaid installments due and payable in full; and

WHEREAS, Article 10, Section 10.1, paragraph (d) of the Declaration provides that in the event of default by any Owner in paying any sum assessed against the Owner's Lot, which continues in excess of ten (10) days, interest at the rate of eighteen percent (18%) from the due date may be imposed by the Board of Directors; and

WHEREAS, Article 4, Section 4.5 of the Declaration provides that any assessment, or installment thereof, not paid within ten days after the due date shall be delinquent and shall accrue a late charge in such amount as may be determined from time to time by resolution of the Board of Directors in an amount not to exceed forty-five dollars (\$45.00) and shall be subject to the provisions of Section 10.2 (b) hereof. The

Board of Directors shall take prompt action to collect any assessments for Common Expense due from any owner or member that remain unpaid for more than thirty days after the due date for payment thereof; and

WHEREAS, Article 10, Section 10.2 (h) of the Declaration provides that the Board of Directors shall have the power to suspend the use of any service, amenity or facility located on the Common Area, to suspend the right to vote in the Association (pursuant to Subsection 3.2 (d) of the Bylaws) or to impose charges not to exceed those authorized by Section 55-513 of the Code of Virginia 1950, as amended in any instance of an Owner founded by the Board of Directors to be responsible for a violation of the Association Documents, including but not limited to nonpayment of assessments which are more than 60 days past due; and

WHEREAS, Article 4, Section 4.1, paragraph (16) of the Bylaws of Montclair Property Owners Association, Inc., empowers the Board of Directors to "make assessments against the Owners to defray the Common Expenses of the Association, establish the means and methods of collecting such assessments from the Owners and cause the annual assessment for Common Expenses to be paid quarterly or in such other periods as the Board may determine"; and

WHEREAS, the Board of Directors desires to clarify the policy for Montclair Property Owners Association, Inc. (the "Association") with respect to collections.

NOW, THEREFORE, BE IT RESOLVED that Resolution No. #16-039 supersedes all previously adopted resolutions involving collections and that the Board duly adopts the following assessment collection procedures:

1) Payment

The annual assessment payment due on the first day of May, as well as the monthly installment payments that are due on the first day of each month via the 10 month installment plan (should an owner in good standing elect to pay in that manner), will be distributed to all owners via a coupon book mailed in April of each year. To be in good standing, the Owner must have a zero balance or credit balance on his/her assessment account and have no outstanding covenants or rules violation(s) or outstanding legal fees from past covenant or rules violation(s).

- a) All documents, correspondence, and notices relating to the assessments shall be mailed to the address that appears on the books of the Association or to such other address as is designated in writing by the Owner. Non-Resident Owners shall furnish the Board of Directors with a phone number and an address where mail shall be promptly received by the Owner.
- b) Non-receipt of payment coupons, billing statements, or such other devices shall in no way relieve the Owner of the obligation to pay the amount due by the due date.
- c) All payments shall be made payable to the Montclair Property Owners Association (MPOA). Payments may be mailed to the address indicated in the assessment coupon booklet or delivered to the MPOA office.
- d) All monthly installment payments are due on the first day of each month, beginning with May 1.
- e) Payments may be made by check, money order, or direct debit. Cash payments will not be accepted.
- f) In any instance where a check payable to the Association, its agent or attorney is returned dishonored, a fifty dollar (\$50.00) returned check charge shall be assessed against the account of the Owner responsible for payment.
- g) If an Owner has had two (2) or more payments returned for insufficient funds within the past year, monthly payments will only be allowed if a direct debit account is established. If a direct debit transfer is rejected, payment may be made only by certified check.

2) Cost of Collection

Pursuant to Section 10.1(a)(1) of the Amended Declaration, all actual costs to the Association incurred as a result of a failure to comply with the Association Documents by any Owner shall be assessed against such Owner's lot, including but not limited to all service fees, late fees, administrative costs, management fees, certified mailing fees, and returned check charges.

3) Delinquent Accounts and Reminder Notice

- a) The annual assessment is due on the first day of May for each fiscal year. All installments of the annual assessments payable on a monthly basis shall be due and payable on the first day of the applicable month. Any assessment or installment thereof that is not paid within ten (10) days of the due date shall be delinquent and shall incur a late fee in the amount of thirty-five dollars (\$35). A Reminder Notice setting forth the amount of the late fee or any other past due amount on an Owner's account will be sent to the Owner by the Management Company, immediately upon incurrence of a late fee or anytime an account achieves a negative balance greater than \$34.
- b) Interest shall also accrue on all unpaid assessments from the date due until paid at the rate of 18% per annum.
- c) Upon notice by a Member of an account discrepancy or waiver request:
 1. If the Accounting Department cannot resolve an issue of a late and/or service fees with a Member, they will prepare a summary report and forward this report to the Treasurer, via the General Manager, with a recommended course of action;
 2. If the issue involves any adjustment to the Member's account, including any member requesting the removal of late and/or service fees from their account, the General Manager will have the authority to credit accounts up to \$45.00 and the Treasurer shall have authority up to \$100.00. If a Member's account is delinquent and brought into "good standing," the General Manager has the authority to allow the Member to revert from making an annual payment to monthly payments. The reasons for granting or not granting the request and the Accounting Department's report will be forwarded to the Board of Directors with the appropriate report from the General Manager and/or Treasurer.
 3. If the issue or Member request for the waiving of late and/or service fees cannot be resolved then the open issues, along with the appropriate recommendations from the Accounting Department, General Manager, and/or Treasurer, shall be referred to the Financial Appeals Board (FAB), a standing committee of the Board for resolution.

4) Notice of Intent to Accelerate Assessment

If the delinquent assessment, or any installment thereof, is not received within forty (40) days from the due date, the Owner(s) shall be advised via a *Notice of Intent to Accelerate Assessment* letter (**a second "Notice" to the Reminder Notice, ref. para 3.a above that will be sent via regular first class mail and certified-return receipt mail**) that if the outstanding installments, late fees and any other current charges to the account are not paid in full within fifteen (15) days from the date of this Notice of Intent, the remaining assessment installments, if any, will be accelerated through the end of the fiscal year and will be due and payable in full.

5) Acceleration of Annual Assessment Installments

If payment in full by check or money order, is not received within fifteen (15) days of the date of the *Notice of Intent to Accelerate Annual Assessment Installments*, the remaining monthly installments of the annual assessment shall be automatically accelerated, without further action of the Board of Directors and/or the Association, and the account shall be automatically referred to legal counsel for collection by the Management Company.

6) Referral to Attorney

- a) Upon being notified by the Management Company of a delinquent account that has gone through the *Acceleration of Annual Assessment Installments process where appropriate* (ref para 5 above), Legal Counsel shall send a notice of the intent to file a lawsuit and file a lien by regular first class mail and certified-return receipt mail to the Owner where appropriate. If full payment of assessments, together with, attorney's fees, late fees, collection costs, interest, and returned check fees have not been received within thirty three (33) days from the date of the Notice, legal counsel shall initiate appropriate legal action. Such legal action may include, but not be limited to, the filing of memoranda of liens, suits for personal judgments, garnishments, levies, enforcement of memoranda of liens by non judicial or judicial foreclosure of memoranda of liens.
- b) In any proceedings arising out of any alleged default by an owner, the Association shall be entitled to recover the costs of such proceeding and such reasonably attorney's fees as may be determined by the court.

7) Suspension of Rights, Privileges, and Benefits

- a) The Board of Directors may suspend an Owner's rights, privileges, and benefits of membership for failure to pay a delinquent assessment or installment in accordance with Article 10, Section 10.1 of the Declaration.
- b) In the event a suspension is imposed, the Owner will be notified at which time the Owner will be required to return any beach tags that have been issued.
- c) Suspension of an Owner's rights, privileges, and benefits of membership may include, but is not limited to, the following:
 - Voting rights
 - Use of the Common Area, including but not limited to recreational facilities and amenities, except those privileges excluded from suspension pursuant to Section 10.1(g) of the Amended Declaration.
 - Ability to make monthly assessment payments
- d) Once imposed, the suspension will remain in effect in accordance with Article 10 including but not limited to annual assessments, monthly installments, attorney's fees as determined by the court, and all costs associated with the Owner's failure to comply with the Association Documents, have been paid in full to the Association.

- e) In the event an Owner fails to pay any assessment within sixty (60) days of the due date, the Owner's rights and privileges, including those rights and privileged identified in para. 7(c) of this Resolution, in accordance with Article 10.1(g) of the Amended Declaration and Article 4.1(14) of the Bylaws may be suspended. The suspension will apply to the Owner and the Owner's tenants, guests, visitors, agents, invitees and household members. Before, however, an Owner's privileges are suspended, an Owner shall be afforded the due process rights provided for in Article 10.1(h) of the Declaration and Va. Code Ann. § 55-513(B) of the Property Owners Association Act, which includes notice of the suspension, a reasonable opportunity to cure the delinquency prior to the suspension taking effect, and the right to request a hearing and to be represented by counsel (at the Owner's expense) before the Board of Directors. The Owner shall be notified of his/her default by certified mail, return receipt requested and that the Board intends to suspend the Owner's rights and privileges if the assessments are not promptly paid in full. The notice shall also advise the Owner of the right to request a hearing before the Board prior to the suspension and the right to be represented at that hearing by counsel. Upon receipt of a request for a hearing from the Owner, the Board shall schedule a hearing and shall notify the Owner, in writing, sent by certified mail, return receipt requested at least fourteen (14) days prior to the hearing, of the date, time, and location of the hearing, and the suspension of privileges will not take place until the hearing is held and a decision is rendered by the Board. Notice of the Board's decision at the hearing will be sent by certified mail, return receipt requested to the Owner within seven (7) days of the date of the hearing.

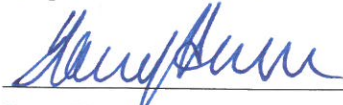
8) Order of Crediting Payments

Payments received by the Association from an Owner with a delinquent account, or any Owner who has or had a covenant violation for which additional assessments, legal fees and/or court costs remain outstanding, shall be credited in the following order of priority:

- 1) Any attorney's fees, as awarded by the court, or cost of collection including court costs;
- 2) Interest
- 3) Late fees;
- 4) Returned check charges and resale disclosure fees¹;
- 5) All other charges and fees by the Association as a result of any violation by a member, his/her family, employees, agents, tenants, or licensees of the Governing Documents, including the rules and regulations of the Association.
- 6) Any and all special assessments (oldest outstanding first);
- 7) Any and all additional assessments as defined in Article 4, Section 4.2 (c);
- 8) Monetary charges, including those assessed to enforce the Association's rules;
- 9) Annual assessment, with payment being applied to the oldest outstanding assessments first.

¹ The cost of a resale disclosure packet can no longer be collected in exchange for the resale packet, and is merely an unpaid fee for 90 days, and then becomes an assessment.

Adopted at the Board of Director's Meeting on March 9, 2016, effective May 1, 2016.

A handwritten signature in blue ink, appearing to read "Tracy Hansen", is written over a horizontal line.

Tracy Hansen, President

December 10, 1997: 97-249

Amended:

March 8, 2000: 00-063

Amended:

November 10, 2004: 04-208

Amended:

May 11, 2005: 05-122

Amended:

April 9, 2008: 08-059

Amended:

July 8, 2009: 09-165

Amended:

March 13, 2013: 13-076

Amended:

April 10, 2013: 13-090

Amended:

June 12, 2013: 13-135

Amended:

January 8, 2014: 14-014

Amended:

June 11, 2014: 14-114

Amended:

March 9, 2016: 16-039

MONTCLAIR PROPERTY OWNERS ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION NO. 2015-044

RECITALS:

WHEREAS, effective July 1, 2012, Va. Code Ann. § 55-510(D) as amended (1950) states:

D. Prior to providing copies of any books and records to a member in good standing under this section, the association may impose and collect a charge, reflecting the reasonable costs of materials and labor, not to exceed the actual costs thereof. Charges may be imposed only in accordance with a cost schedule adopted by the board of directors in accordance with this subsection. The cost schedule shall (i) specify the charges for materials and labor, (ii) apply equally to all members in good standing, and (iii) be provided to such requesting member at the time the request is made.


NOW, THEREFORE, in accordance with the requirements of the Virginia Property Owners Association Act, Va. Code Ann. §§ 55-508, *et seq.*, the Board of Directors adopts the following Schedule of Costs and Fees, attached hereto and incorporated herein by reference as **Exhibit A**, relating to a member's request for copies of Association books and records in accordance with Va. Code Ann. § 55-510, as amended (1950).

The Effective Date of this Administrative Resolution is February 15, 2015.

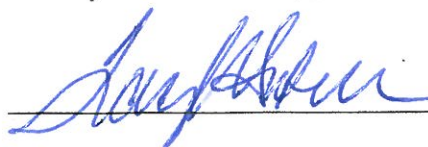
This Administrative Resolution was duly adopted by the Board of Directors at a duly called meeting of the Board of Directors on this 11th day of FEBRUARY, 2015.

**MONTCLAIR PROPERTY OWNERS
ASSOCIATION, INC.**

By: _____


Ned Greene, President
RAYMOND BEISVANT

By: _____



_____, Secretary

Montclair Property Owners Association, Inc.
Schedule of Costs and Fees
(Books and Records)

1. Copying Charges –

- a. In House Material Reproduction / Managing Agent
(Black and White Copying) -- \$0.05 per page
(Color Copying) -- \$0.09 per page
- b. Copying to a CD-R -- \$0.30 per disc
- c. Copy of Condominium Instruments/ Vendor -- At Cost
- d. If copy job sent to commercial copying service -- At Cost

2. Envelopes for Mailing and Mailing Labels

- a. #8 or #9 envelope with mailing label -- \$0.11
- b. Large mailer with mailing label -- \$0.11
- c. Boxes and Shipping Boxes -- At Cost

3. Personnel Charges – Labor

- a. Administrative Staff / Managing Agent -- \$25.00 per hour
(1/4 hour minimum - \$6.25)

4. Delivery Charges

- a. First Class or Certified Mail (U.S. Postal Service) -- At Cost
- b. Courier (Vendor) -- At Cost
- c. Overnight Delivery Service (Vendor) -- At Cost
- d. Facsimile Transmission -- \$0.75 per page

This Schedule of Costs and Fees is effective February 15, 2015.