

PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION

POLICY RESOLUTION NUMBER ONE

BOOK OF RESOLUTIONS

**RELATING TO TYPES OF BOARD RESOLUTIONS AND
MANNER OF RECORDING**

WHEREAS, Article III, Section Two, of the Parkfairfax Condominium Unit Owners Association Bylaws assigns the Board of Directors with “. . . 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 and done by the Unit Owners Association”; **AND**

WHEREAS, there is a need for the Board of Directors to keep a record of the actions and decisions taken in the performance of said duties; **AND**

WHEREAS, it is the intent of the Board of Directors to maintain 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 more far-reaching and precedent-setting types of resolutions that are adopted by the Board, and in some cases, the Covenants Committee, specifically Policy Resolutions, Administrative Resolutions, Special Resolutions, and General Resolutions, as described below.

1. **BOOK FORMAT:** The Book of Resolutions shall be composed of four (4) main sections, one for Policy Resolutions, one for Administrative Resolutions, one for Special Resolutions, and one for General Resolutions. In the last section of the Book of Resolutions shall appear an Alphabetical Index and an Index to 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, and protection of the equity of the Association and owners. All Policy Resolutions shall be recorded as Part One of the Parkfairfax Book of Resolutions.
 - 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, Committee Terms of Reference, etc. All Administrative Resolutions shall be duly recorded as Part Two of the Parkfairfax Book of Resolutions.

C. "Special Resolutions" shall include:

1. Those resolutions adopted by the Board of Directors or the Covenants Committee involving actions relative to questions of compliance by an owner with the provisions of the Virginia Condominium Act, the Parkfairfax Condominium Instruments, or the Parkfairfax Book of Resolutions; and,
2. Those resolutions adopted by the Covenants Committee in the course of issuing an interpretation of the Parkfairfax Condominium Instruments, pursuant to Article III, Section 18(b) of the Bylaws. Special Resolutions shall be duly recorded as Part Three of the Parkfairfax Book of Resolutions.

D. "General Resolutions" shall mean and refer to those resolutions adopted by the Board of Directors which relate to single task actions or grant specific authority for a designated task to a person or persons requested by the Board of Directors to assist the Board in carrying out its designated functions. General Resolutions shall be duly recorded as Part Four of the Book of Resolutions."

2. **DEFINITIONS:** This Book of Resolutions shall incorporate by reference all definitions contained in the Virginia Condominium Act. In addition, as used in the Book of Resolutions, "Book" shall refer to the Book of Resolutions, "Board" shall refer to the Board of Directors, and "Association" shall refer to the Unit Owners Association. As the context may require, the term "tenants" shall refer to any and all lessees.
3. **FORMAT OF RESOLUTIONS:** The format of resolutions, with the exception of General Resolutions, shall conform to the format set out on the attached Exhibit A.
4. **RESPONSIBILITY:** The Secretary or Managing Agent shall be responsible for maintaining the Book of Resolutions and providing to the owners appropriate notice of any additions or changes.
5. **INSPECTION:** The Book of Resolutions shall be available for inspection by any owner or representative of one of the Condominium's institutional lenders, upon

request, during normal business hours.

6. **CONFLICTS:** Where the Book of Resolutions conflicts with the Virginia Condominium Act or the Condominium Instruments, those documents shall prevail, according the following hierarchy: The Condominium Act, The Parkfairfax Declaration, The Parkfairfax Bylaws, The Parkfairfax Book of Resolutions.
7. **SEVERABILITY:** The invalidity of any portion of the Parkfairfax Book of Resolutions shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Parkfairfax Book of Resolutions.
8. **APPLICABILITY:** Wherever in this Book of Resolutions reference is made to "owners," such term shall apply to the owner of any unit and to his or her immediate family in residence. Wherever in this Book of Resolutions a reference is made to the Association, such reference shall include the Association and the Managing Agent where such authority is delegated by the Board of Directors to the Managing Agent.
9. **COMPLIANCE:** All owners, their families, tenants in residence, servants, employees, agents, visitors, and any guests, invitee or licensees of such owners, his or her family or tenants, shall comply with the provisions of the Parkfairfax Book of Resolutions.
10. **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 Parkfairfax Book of Resolutions as well as the Parkfairfax 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 waivers, and shall be limited to the particular provision contained in the Book of Resolutions which is expressly set forth as being waived.
11. **VIOLATION OF RULES AND REGULATIONS:** Every act or omission whereby any provision of the Parkfairfax Book of Resolutions is violated in whole or in part may be enjoined or abated by the Association pursuant to the terms of the Condominium Instruments, Rules and Regulations or the Virginia Condominium Act.

All owners must observe and abide by all regulations posted by the Association and/or local authorities. Unit owners, residents or guests who fail to abide by these regulations may be subject to penalties as set forth in the Virginia

Condominium Act, the Condominium Instruments and other resolutions.

12. **REMEDIES CUMULATIVE:** Each remedy set forth in the 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 not exclusive.
13. **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.
14. **METHOD OF ADOPTION:** All resolutions shall contain an indication of whether they were adopted at a regular or special meeting of the Board, or by written consent as provided in Article III, Section 14 (Action Without Meeting) of The Parkfairfax Condominium Unit Owners Association Bylaws, as well as the date of adoption.
15. **AMENDMENT:** The Association reserves the right to alter, amend, notify, repeal, or revoke any provisions set forth in this Book of Resolutions at any time by Resolution of the Board of Directors.
16. **BOOK OF MINUTES:** Resolutions adopted by the Board of Directors shall appear in the Book of Minutes of the Association and be separately attached to the Minutes of the meeting at which they were adopted.

EXHIBIT A

MODEL RESOLUTION FORMAT

PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION

(TYPE) RESOLUTION NUMBER

(TITLE OF RESOLUTION)

(BRIEF DESCRIPTIVE PHRASE)

(AUTHORITY)

WHEREAS _____;

(PURPOSE-SCOPE)

WHEREAS _____;

(SPECIFICATIONS)

**NOW, THEREFORE, BE IT
RESOLVED**

EXHIBIT B

PARKFAIRFAX CONDOMINIUM UNIT OWNERS ASSOCIATION

(TYPE) RESOLUTION NUMBER

(TITLE OF RESOLUTION)

VOTE

(DATE OF ADOPTION)

(DATE EFFECTIVE)

___ YES ___ NO _____
(OTHER)

(PRESIDENT)

___ YES ___ NO _____
(OTHER)

(VICE PRESIDENT)

___ YES ___ NO _____
(OTHER)

(SECRETARY)

___ YES ___ NO _____
(OTHER)

(TREASURER)

___ YES ___ NO _____
(OTHER)

(DIRECTOR)

___ YES ___ NO _____
(OTHER)

(DIRECTOR)

___ YES ___ NO _____
(OTHER)

(DIRECTOR)

___ YES ___ NO _____
(OTHER)

(DIRECTOR)

___ YES ___ NO _____
(OTHER)

(DIRECTOR)

ADOPTED AT A _____ BOARD MEETING
(TYPE OF)

ATTEST: _____
(SIGNATURE)

(TITLE)

AMENDED AT A _____ BOARD MEETING
(TYPE OF)

AMEND SECTION NUMBER

ATTEST: _____
(SIGNATURE)

(TITLE)

Article 1.

General Provisions.

§ 55-79.39. How chapter cited. -- This chapter shall be known and may be cited as the "Condominium Act."

§55-79.40. Application and construction of chapter. -- A. This chapter shall apply to all condominiums and to all horizontal property regimes or condominium projects. For the purposes of this chapter, the terms "horizontal property regime" and "condominium project" shall be deemed to correspond to the term "condominium"; the term "apartment" shall be deemed to correspond to the term "unit"; the term "co-owner" shall be deemed to correspond to the term "unit owner"; the term "council of co-owners" shall be deemed to correspond to the term "unit owners' association"; the term "developer" shall be deemed to correspond to the term "declarant"; "general common elements" shall be deemed to correspond to the term "common elements"; and the terms "master deed" and "master lease" shall be deemed to correspond to the term "declaration" and shall be deemed included in the term "condominium instruments". This chapter shall be deemed to supersede the Horizontal Property Act, §§ 55-79.1 through 55-79.38, and no condominium shall be established under the latter on or after July 1, 1974. Nor shall Article 4 (§55-79.86 et seq.) of this chapter be deemed to supersede §§ 55-79.16 through 55-79.31 of the Horizontal Property Act as to any condominiums established prior to the effective date hereof.

B. This chapter shall not apply to condominium located outside this Commonwealth. Section 55-79.88 through 55-79.94 and §§55-79.98 through 55-79.103 shall apply to all contracts for the disposition of condominium units signed in this Commonwealth by any person, unless exempt under §55-79.87.

C. Sections 55-79.79(b) and 55-79.94 do not apply to the declarant of a conversion condominium if that declarant is

a
proprietary
lessees'
association that,
immediately
before
the
creation
of the
condominium,
owned
fee
simple
title to
or a fee
simple
reversionary
interest
in the
real
estate
described
pursuant
to §

§ 55-79.41. Definitions. -- When used in this chapter:

- (a) "Common elements" shall mean all portions of the condominium other than the units.
- (b) "Common expenses" shall mean all expenditures lawfully made or incurred by or on behalf of the unit owners' association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the condominium instruments; "future common expenses" shall mean common expenses for which assessments are not yet due and payable.
- (c) "Common profits" shall mean all income collected or accrued by or on behalf of the unit owners' association, other than income derived from assessments pursuant to § 55-79.83.
- (d) "Condominium" shall mean real property, and incidents thereto or interests therein, lawfully submitted to this chapter by the recordation of condominium instruments pursuant to the provisions of this chapter. No project shall be deemed a condominium within the meaning of this chapter unless the undivided interest in the common elements are vested in the unit owners.
- (e) "Condominium instruments" shall be a collective term referring to the declaration, bylaws, and plats and plans, recorded pursuant to the provisions of this chapter. Any exhibit, schedule, or certification accompanying a condominium instrument and recorded simultaneously therewith shall be deemed an integral part of that condominium instrument. Any amendment or certification of any condominium instrument shall, from the time of recordation of such amendment or certification, be deemed an integral part of the affected condominium instrument, so long as such amendment or certification was made in accordance with the provisions of this chapter.
- (f) "Condominium unit" shall mean a unit together with the undivided interest in the common elements appertaining to that unit. (Cf. the definition of "unit," infra.)
- (g) "Contractable condominium" shall mean a condominium from which one or more portions of the submitted land may be withdrawn in accordance with the provisions of the declaration and of this chapter. If such withdrawal can occur only by the expiration or termination of one or more leases, then the condominium shall not be deemed a contractable condominium within the meaning of this chapter.
- (h) "Conversion condominium" shall mean a condominium containing structures which before the recording of the declaration, were wholly or partially occupied by persons other than those who have contracted for the purchase of condominium units and those who occupy with the consent of such purchasers.
- (i) "Convertible land" shall mean a building site; that is to say, a portion of the common elements, within which additional units and/or limited common elements may be created in accordance with the provisions of this chapter.
- (j) "Convertible space" shall mean a portion of a structure within the condominium, which portion may be converted into one or more units and/or common elements, including but not limited to limited common elements in accordance with the provisions of this chapter. (Cf. The definition of "unit," infra.)
- (k) "Declarant" shall mean any person, or group of persons acting in concert, that (i) offers to dispose of his or its interest in a condominium unit not previously disposed of, (ii) applies for registration of the condominium.
- (l) "Dispose" or "disposition" shall refer to any voluntary transfer of a legal or equitable interest in a condominium unit to a purchaser, but shall not include the transfer or release of security for debt.
- (m) "Executive organ" shall mean an executive and administrative entity, by whatever name denominated, designated in the condominium instruments as the governing body of the unit owners' association.
- (n) "Expandable condominium" shall mean a condominium to which additional land may be added in accordance with provisions of the declaration and of this chapter.
- (o) "Identifying number" shall mean one or more letters and/or numbers that identify only one unit in the condominium.
- (ol) "Institutional lender" means one or more commercial or savings bank, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the foregoing entities.
- (o2) "Land" is a three-dimensional concept and includes parcels with upper or lower boundaries, or both upper and lower boundaries, as well as parcels extending ab solo usque ad coelum. Parcels of airspace constitute land within the meaning of this chapter. Any requirement in this chapter of a legally sufficient description shall be

deemed to include a requirement that the upper or lower boundaries, if any, of the parcel in question be identified with reference to established datum.

(p) "Leasehold condominium" shall mean a condominium in all or any portion of which each unit owner owns an estate for years in his unit, or in the land within which that unit is situated, or both, with all such leasehold interests due to expire naturally at the same time. A condominium including leased land, or an interest therein, within which no units are situated or to be situated shall not be deemed a leasehold condominium within the meaning of this chapter.

(q) "Limited common element" shall mean a portion of the common elements reserved for the exclusive use of those entitled to the use of one or more, but less than all, of the units.

(r) "Nonbinding reservation agreement" shall mean an agreement between the declarant and a prospective purchaser which is in no way binding on the prospective purchaser and which may be canceled without penalty at the sole discretion of the prospective purchaser by written notice, hand-delivered or sent by United States mail, return receipt requested, to the declarant or to any sales agent of the declarant at any time prior to the formation of a contract for the sale or lease of a condominium unit or an interest therein. Such agreement shall not contain any provision for waiver or any other provision in derogation of the rights of the prospective purchaser as contemplated by this subsection, nor shall any such provision be a part of any ancillary agreement.

(s) "Offer" shall mean any inducement, solicitation, or attempt to encourage any person or persons to acquire any legal or equitable interest in a condominium unit, except as security for a debt. Nothing shall be considered an "offer" which expressly states that the condominium has not been registered with the Virginia Real Estate commission and that no unit in the condominium can or will be offered for sale until such time as the condominium has been so registered.

(t) "Officer" shall mean any member of the executive organ or official of the units owners' association.

(u) "Par value" shall mean a number of dollars or points assigned to each unit by the declaration. Substantially identical units shall be assigned the same par value, but units located at substantially different heights above the ground, or having substantially different view, or having substantially different amenities or other characteristics that might result in differences in market value, may, but need not, be considered substantially identical within the meaning of this subsection. If par value is stated in terms of dollars, that statement shall not be deemed to reflect or control the sales price or fair market value of any unit, and no opinion, appraisal, or fair market transaction at a different figure shall affect the par value of any unit, or any undivided interest in the common elements, voting rights in the unit owners' association, liability for common expenses, or rights to common profits, assigned on the basis thereof.

(v) "Person" shall mean a natural person, corporation, partnership, association, trust, or other entity capable of holding title to real property, or any combination thereof.

(w) "Purchaser" shall mean any person or persons, other than a declarant, who acquire by means of a voluntary transfer a legal or equitable interest in a condominium unit, other than (i) a leasehold interest, including renewal options, of less than twenty years or (ii) as security for debt.

(x) "Size" shall mean the number of cubic feet, or the number of square feet of ground and/or floor space, within each unit as computed by reference to the plat and plans and rounded off to a whole number. Certain spaces within the units including, without limitation, attic, basement, and/or garage space may but need not be omitted from such calculation or partially discounted by the use of a ration, so long as the same basis of calculation is employed for all units in the condominium, and so long as that basis is described in the declaration.

(x1) "Special declarant rights" shall mean any right reserved for the benefit of a declarant, or of a person or group of persons that becomes a declarant, to (i) expand an expandable condominium, (ii) contract a contractable condominium, (iii) convert convertible land or convertible space or both, (iv) appoint or remove any officers of the unit owners' association or the executive organ pursuant to §55-79.74(a), (v) exercise any power or responsibility otherwise assigned by an condominium instrument or by this chapter to unit owners' association, any officer or the executive organ, or (vi) maintain sales offices, management offices, model units and signs pursuant to §55-79.66.

(y) "Unit" shall mean a portion of the condominium designed and intended for individual ownership and use. (Cf. The definition of "condominium unit", supra.) For the purposes of this chapter, a convertible space shall be treated as a unit in accordance with §55-79.62(d).

(z) "Unit owner" shall mean one or more persons who own a condominium unit, or, in the case of a leasehold condominium, whose leasehold interest or interests in the condominium extend for the entire balance of the unexpired term or terms. This term shall not include any person or persons holding an interest in a condominium unit solely as security for a debt.

§55-79.41:1. Variation by agreement. -- Except as expressly provided in this chapter, provisions of this chapter may not be varied by agreement, and rights conferred by this chapter may not be waived. A declarant may not act under power of attorney or use any other device to evade the limitations or prohibitions of this chapter or of the condominium instruments.