

**GILES HOMEOWNERS' ASSOCIATION, INC.
POLICY RESOLUTION**

Giles Clubhouse and Pool Facilities Rules & Regulations

WHEREAS, in accordance with the recorded Declaration of Covenants, Restrictions, Rights, Affirmative Obligations and Conditions recorded in the Circuit Court Clerk's Office for Hanover County, Virginia, in Deed Book 3188, Page 1363, et seq., as amended ("Declaration") and the Articles of Incorporation of Giles Homeowners Association, Inc. certified by the Virginia State Corporation Commission on 18th of December, 2018, the Hanover Development, LLC, successor to Giles Construction, LLC., its successors and assigns ("Declarant"), formed the Giles Homeowners' Association, Inc. ("Association") to, among other things, maintain and control the Association's common areas ("Common Areas"); and

WHEREAS, the Association maintains and controls access to a certain clubhouse, fitnesscenter, pool and facilities related thereto (referred to collectively as the "Facilities") that may become part of the Common Areas; and

WHEREAS, Article I of the Declaration establishes the Declarant and owners ("Owners") of lots ("Lots") in the Giles subdivision ("Subdivision") may use the Facilities subject to and in a manner which complies with any rules and regulations adopted by the Association's Board of Directors ("Board") regarding use of such Facilities; and

WHEREAS, to control and monitor access to the Facilities by Owners, the Association issues electronic key fobs ("Fobs") to Owners; and

WHEREAS, pursuant to Article III, Sec VIII of the Declaration an Owner's right to use the Facilities may be suspended for any period during which the Owner is delinquent in payment of assessments owed to the Association or in violation of the Association's Declaration, Bylaws, Articles of Incorporation, Rules or any other rules and regulations adopted by the Association; and

WHEREAS, the Board deems it necessary and desirable to establish certain rules, procedures, guidelines, policies and regulations for use of the Facilities.

NOW THEREFORE, it is hereby resolved that the Board of Directors of the Giles Homeowners' Association, Inc. duly adopts the following rules pertaining to use of the Facilities (hereinafter, referred to as the "Rules"), which hereby replace and supersede any rules, procedures, guidelines, policies or regulations previously adopted regarding this subject matter:

I. GENERAL

- A. In general, the Facilities shall be for the exclusive use of Owners, Declarant, their authorized tenants, including their guests and invitees, including individuals invited by virtue of programs sponsored by the Association, for duly constituted Association committees, and other groups as may be called together by the Association from time to time to participate in Association activities or to pursue Association business. Applicants for the use of the Facilities must be current Owners, or their authorized tenants, who are current in their assessments and in Good Standing ("Good Standing" is defined as being current with respect to assessment payments and/or any other payment or obligation owed to the Association and/or having no outstanding violation of the Declaration, Bylaws, Articles of Incorporation or rules and regulations of the Association).
- B. First priority for use of the Facilities will be given to the official bodies of the Association, including the Board, advisory committees or other Association sanctioned groups with regularly scheduled meetings and/or functions. Otherwise, scheduling of the Facilities for approved events/activities shall be on a first-come, first-served basis through the Association's managing agent ("Managing Agent") at times which do not conflict or interfere with previously scheduled events or activities sponsored by the Association.
- C. No individual, group of individuals, or club/organization can reserve the Facilities, or any part thereof, for his, her or its exclusive use without the approval of the Association.
- D. The Association may close or limit access to the Facilities, or portions thereof, for any reason, including, but not limited to, cleaning, emergencies or private events.
- E. The Declarant and Association may lease, rent or reserve the Facilities, or portions thereof, including, but not limited, to the pool or clubhouse, for the exclusive use of such party and its guests or invitees. The Declarant and Association may also lease, rent or reserve the Facilities, or portions thereof, including, but not limited, to the pool or clubhouse, for the exclusive use of an Owner, the Declarant and their permitted guests and invitees pursuant to a written lease or rental agreement approved by the Board. The Board and/or Managing Agent hereby reserve the right to have a designated Association representative in attendance at all events in and on the Facilities for the purpose of monitoring compliance with the Rules, other rules or regulations of the Association, and any lease or rental agreement for the Facilities, or portions thereof, in effect. Any event or activity attended by persons under twenty-one (21) years of age shall be supervised by a minimum of two (2) chaperones who are at least twenty-one (21) years of age, at least one of which must be an Owner or tenant of the Association and party to the aforementioned lease or rental agreement. Additional supervision shall be required at a rate of one (1) chaperone twenty-one (21) years of age, or older, for every ten (10) additional persons under twenty-one (21) years of age attending the event, or any portion thereof. No alcohol shall be permitted at such events.
- F. All Owners, residents, tenants, persons, clubs, organizations, entities and other authorized users of the Facilities shall follow any rules established by the Board, including, but not limited to these Rules.

- G. Except where such fees are incidental to Association-sponsored activities, no Owner, resident, tenant or user of the Facilities may charge an admission or entry fee which might be construed as admission fees for use of the Facilities.
- H. All Owners, residents and their family and guests who participate in any activity, function or event in or while at the Facilities do so at their own risk, expressly assume all risks incident thereto, and further agree to indemnify, release and hold harmless the Association, its members, directors, officers, employees, agents and assignees, from and against any liability, damages, expenses, causes of action, suits, claims, or judgments related thereto.
- I. **Smoke-Free Facilities:** Smoking is prohibited in and around the Facilities, including all parts thereof and adjacent thereto, such as, but not limited to, the clubhouse, pool, bathrooms, entries, exits and surrounding areas of the Facilities. "Smoking" is defined as the act of lighting, inhaling, or carrying of a lighted or smoldering cigar, cigarette, pipe, or other smoking device of any kind, including e-cigarettes or vapor cigarettes.
- J. **The consumption and sale of alcohol in or on the Facilities is strictly prohibited,** either through the direct sale of beverages or through the charging of an admission fee for a function at which alcoholic beverages shall be served, without the prior approval of the Board, which it shall not be required to provide. The Board may require an Owner or authorized user of the Facilities obtain a license, permit or approval, if required or permitted, from the Virginia Department of Alcoholic Beverage Control, and any other applicable federal, state or local governmental agency, if alcohol is to be served or consumed at an event hosted in or at the Facilities, or any part thereof. Any alcohol consumed or served in or at the Facilities shall be done in a manner which complies with all applicable federal, state, and local laws, regulations and ordinances.
- K. All Owners in Good Standing and permitted tenants, residents, guests and invitees have the right to participate in all Association events. However, the number of persons using any or all of the Facilities at a given time may be limited by applicable federal, state or local law, rule, ordinance, regulation or agency or further restrictions that maybe imposed by the Board.
- L. The Association is not responsible for any personal property or belongings brought in, on, or to the Facilities. Owners, residents, tenants, guests, invitees and users of the Facilities bring personal property in, on, and to the Facilities at their own risk and the Association is not responsible or liable for theft or damage to personal property brought to or left at the Facilities.
- M. Users of the Facilities should not permit access by unauthorized persons to the Facilities.
- N. Owners, residents, tenants, guests, invitees and users of the Facilities shall neither damage the Facilities, nor cause or create a nuisance or unsanitary condition therein. All users of the Facilities shall conduct themselves in a courteous manner with due regard for the rights of others to use and enjoy the Facilities. All Owners are responsible for instructing their family, tenants, guests and invitees of the Rules applicable to the Facilities.

- O. All users of the Facilities shall properly dispose of any trash and garbage created or generated by themselves. Owners are responsible for any damage or waste caused or created by them and their family, tenants, guests or invitees while in, on or around the Facilities.
- P. No signs may be erected or posted in, on or to the Facilities, nor may any advertising leaflets, papers or written matter be distributed within the Facilities, without the approval of the Board, which it shall not be obligated to provide.
- Q. Absolutely no objects, such as nails, tacks, scotch tape, candles, or any other items or substances which cause damage shall be placed on the walls, ceilings, or window surfaces of the Facilities or portions thereof. Under no circumstances shall any person or group make any structural or electrical alterations to the Facilities. Paints, acids, and all other similar supplies and materials presenting damage beyond normal wear and tear potential are prohibited from the Facilities. Any and all decorations for events hosted in or on the Facilities shall be completely removed immediately following the event.
- R. With the exception of approved service animals, no pets or animals shall be permitted in or on the Facilities.
- S. No bicycles shall be permitted inside the clubhouse or pool area.
- T. Unless previously authorized by the Board, no marketing, sales or commercial activity in, on and surrounding the Facilities is permitted. Upon written request, and with the approval of the Board, in its discretion, the Association may authorize charitable organizations and clubs to engage in activities that support their goals.

II. ACCESS TO FACILITIES

- A. Admittance to the Facilities shall be by Fob.
- B. One (1) Fob will be provided for each lot in the Subdivision at no cost to Owner. Additional Fobs can be purchased for a cost of fifteen dollars (\$15.00) each. A maximum of five (5) additional Fobs can be purchased and assigned to an Owner's lot. Damaged or lost Fobs may be replaced upon request by Owner at a cost of twenty-five dollars (\$25.00) each.
- C. No Fob shall be issued to an Owner or use of the Facilities allowed until the Owner has signed and provided to the Association an executed "Acknowledgment, Agreement, Waiver and Release Applicable to Clubhouse and Pool Facilities", copy of which is attached hereto as "**Exhibit A**".
- D. Owners shall not loan, sell or give away their Fob(s) to another under any circumstances.

III. IDENTIFICATION/PROOF OF RESIDENCY

- A. Prior to the issuance of a Fob or use of the Facilities each Owner shall provide the Board with adequate information that, in the Board's sole and absolute discretion, is sufficient to confirm Owner is the record owner of a lot in the Subdivision.

GILES HOMEOWNERS' ASSOCIATION, INC.

Resolution Action Record

Resolution Type: Policy _____ No. 2

Pertaining to: Clubhouse and Pool Facilities Rules and Regulations Duly adopted

at a meeting of the Board of Directors held on ~~BBB BBBB~~ WEDNESDAY, JUNE 02, 2021 _____.

Motion by: _____ Seconded by: _____ VOTE: _____

NAME	TITLE	YES	NO	ABSTAIN	ABSENT
Daniel Jones	President	<input type="checkbox"/>			
Jason Fenchuk	Vice President	<input type="checkbox"/>			
	Director				
	Director				
	Director				
	Director				
	Director				

ATTEST:

Brandon Goodrich, CMCA
Brandon Goodrich
 Community Manager
 mystreet Community Management

CERTIFICATE OF MAILING

I hereby certify that on June 02, 2021 _____, a copy of this Resolution was mailed (by first- class U.S. mail) to all Owners as reflected in the Association's books and records.

Brandon Goodrich CMCA, Management Agent

Exhibit "A"

Acknowledgement, Agreement, Waiver and Release Applicable to Giles Clubhouse and Pool Facilities

In consideration of access and permission to use the Giles clubhouse, fitness center, pool and facilities related thereto located at 9186 Halifax Green Drive Mechanicsville, VA 23116 (referred to collectively as the "Facilities") and issuance of the number of fobs to provide access to the Facilities ("Fobs") set forth herein, the undersigned hereby executes the following Acknowledgment, Agreement, Waiver and Release Applicable to the Giles Clubhouse, and Pool Facilities ("Release") and agrees to be bound by the terms hereof:

1. I/We, the undersigned, hereby acknowledge receipt of the Giles Clubhouse and Pool Facilities Rules & Regulations ("Rules") from the Giles Homeowners Association, Inc. ("Association");
2. I/We, the undersigned, agree to abide by and comply with the Rules, as may be changed from time to time by the Association's Board of Directors ("Board"), and to obey the directions given by the Association, Managing Agent, or their employees, agents, representatives and/or assigns. I/We agree that my/our privileges to access and use the Facilities may be suspended if I/we violate or fail to comply with Association's Declaration, Bylaws, Articles of Incorporation, Rules or any other rules and regulations adopted by the Association and/or fail to timely pay any assessments or other amounts owed to the Association.
3. I/We, the undersigned, understand and acknowledge that access to the Facilities shall be monitored and controlled through the Fob issued to me/us by the Association and that my/ our Fob may be deactivated, and/or access to the Facilities denied, if I/we violate or fail to comply with the Association's Declaration, Bylaws, Articles of Incorporation, Rules or any other rules and regulations adopted by the Association and/or fail to timely pay any assessments or other amounts owed to the Association.
4. I/We understand that I/we will be provided one (1) Fob per Lot at no cost and an additional five (5) Fob(s) may be purchased and assigned to a Lot at a cost of \$15.00 per Fob. I/We agree to immediately report any lost Fob to the Association or Managing Agent and pay \$25.00 per replacement Fob.
5. I/We, the undersigned, acknowledge and agree that this Release is given voluntarily by or on behalf of myself/ourselves for the benefit of (a) the Association, its officers, directors, members, employees, agents, affiliates and their predecessors, successors and assigns; (b) Giles Construction, LLC, its officers, directors, members, employees, agents, affiliates and their predecessors, successors and assigns; and (c) the Association's management agent ("Managing Agent"), myStreet Community Management, or such other Managing Agent which the Association may time to time designate, and its directors, shareholders, officers, employees, managers, members, agents, affiliates, and their predecessors, successors and assigns (collectively, all the aforementioned shall be referred to as the

“Released Parties”).

6. I/We, the undersigned, understand and acknowledge that use of the Facilities is inherently dangerous and could result in physical injuries, psychological injuries, disability or even death. I/we agree and acknowledge that I/we am/are physically healthy enough to use the Facilities and will not use the Facilities while under the influence of any medication, drug, alcohol or other substance that may inhibit or impair my/our judgment or ability to safely use the Facilities.
7. USERS OF FACILITIES ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE. I/We, the undersigned, freely, knowingly and willfully agree to assume all risks, known or unknown, associated with use of and access to the Facilities. I/We, hereby acknowledge and agree that the Released Parties have made no representations or warranties with respect to the condition of the Facilities or supervision provided therein and are not responsible for any injuries that may result from my/our use of the Facilities. I/We understand that I/we are solely responsible for my/our personal health and safety at the Facilities and freely, knowingly and willfully agree to assume all risks, known or unknown, associated with use of and participation at the Facilities and to indemnify, hold harmless and protect the Released Parties from any liability, damages, expenses, cause of actions, suits, claims, or judgments resulting therefrom.
8. I/We, the undersigned, agree, to the fullest extent permitted by law, to waive fully and completely forever release and discharge the Released Parties from any and all claims for damages or liability, of whatever nature, based on any theory of liability, including negligence, that are known, unknown, suspected, unsuspected, manifested, unmanifested and/or feared, caused by, resulting from or related to the Facilities or the use thereof. I/we also understand and acknowledge that I/we am/are fully and solely responsible for any injuries or damages to person or property, including medical and legal expenses, sustained to or caused by me/us or my/our personal property, as well as those that result from, or are related to, my/our use of the Facilities.
9. I/We, the undersigned, agree that any litigation arising under this Waiver shall be filed and maintained in a court of competent jurisdiction located in Hanover County, Virginia.
10. I/We understand and agree that this Release is to be binding upon me/us, as well as the my/our personal representatives, children, spouses, heirs, issue, next of kin, agents, and/or assigns.
11. This Release contains the entire agreement between the parties, and the terms hereof are contractual and not a mere recital. This Release is to be construed and/or enforced pursuant to the laws of the Commonwealth of Virginia. I/we understand and agree that, in the event any part of this Release is held to be invalid, void, illegal, or unenforceable in any respect, such invalidity, voidness, illegality, or unenforceability shall not affect any other part of this Release, and the remaining portions shall remain in full force and effect.
12. I/WE HAVE CAREFULLY READ THIS ACKNOWLEDGMENT, AGREEMENT, WAIVER

AND RELEASE FORM AND FULLY UNDERSTAND ITS CONTENTS. I/We, the undersigned, affirm that I/we have carefully read the foregoing Release and know and understand the contents and meaning thereof, and on the date set forth below voluntarily, without inducement, assurance or guarantee made to him/her, signed and agree to be bound by the terms of the Release. I/We have been given the opportunity to consult with an attorney of my/our own choosing regarding this Release and either have done so or chosen of my/our own volition not to do so.

13. If this Release is executed on behalf of a user of the Facilities who is younger than eighteen (18) years of age, I/we, as parent(s) or legal guardian(s) of user, have completely reviewed this Release and understand and consent to its terms, and authorize my minor child to use those portions of the Facilities he/she is permitted to use pursuant to the Rules and to supervise his/her use thereof. I/we am/are aware that this is a RELEASE OF LIABILITY and shall form a binding agreement and contract and I/we sign of my/our own free will.

IN WITNESS WHEREOF, I have executed this Acknowledgement, Agreement, Waiver and Release Applicable to the Clubhouse and Pool Facility for Giles Homeowners Association, Inc. knowingly, willfully, and voluntarily, and not as a result of any duress, coercion, or undue influence and acknowledge its contents this:
 _____ day of _____, 20_____.

Owner Print Name(s)	Owner Signature(s)	Date
Address:		
Phone Number:		

***all above information must be provided and legible to be processed.**

Number of Additional Fobs Requested (Maximum of 5): _____
 Amount Enclosed: _____ Check #: _____
 (please make check payable to Giles Homeowners Association, Inc.)