

# AR #15 Use of Common Elements - Community Facilities Resolution Worksheet

Date: October 18, 2023

## Suggested Motion:

“I move to approve to amend Administration Resolution #15 Use of Common Elements: Photo Identification Access Cards Relating to Persons Entitled to Use of Community Facilities and for other purposes.”

2<sup>nd</sup>:

## Vote:

|                 | In Favor | Opposed | Abstained | Absent |
|-----------------|----------|---------|-----------|--------|
| Scott Buchanan  |          |         |           |        |
| Dave Bush       |          |         |           |        |
| Peggy Clancy    |          |         |           |        |
| Claire Eberwein |          |         |           |        |
| Peter Ferrell   |          |         |           |        |
| Marieke Johnson |          |         |           |        |
| Matthew Larson  |          |         |           |        |
| Jeff Lisanick   |          |         |           |        |
| Amanda Mullan   |          |         |           |        |

**ADMINISTRATIVE RESOLUTION NUMBER FIFTEEN  
USE OF COMMON ELEMENTS: PHOTO IDENTIFICATION ACCESS CARDS  
RELATING TO PERSONS ENTITLED TO USE OF COMMUNITY  
FACILITIES AND FOR OTHER PURPOSES**

**WHEREAS**, Article Three, 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 by the Condominium Act, the Declaration, or these Bylaws required to be exercised and done by the Unit Owners Association;" **AND**

**WHEREAS**, Article Four, Section Three of the Parkfairfax Declaration grants an easement for use of the recreational facilities to the unit owners and subjects each unit owner to certain restrictions; **AND**

**WHEREAS**, Article Three, Section Two of the Parkfairfax Condominium Unit Owners Association Bylaws enables the Board of Directors to "Adopt any rules and regulations ('Rules and Regulations') deemed necessary for the benefit and enjoyment of the condominium;" **AND**

**WHEREAS**, the capacity of the facilities cannot accommodate unlimited admission, including both nonresident unit owners and their tenants and guests, and it is necessary to restrict facilities access to residents of the condominium or non-resident owners who have reserved the rights to use the facilities in their lease agreement; and further, that the exercise of rights and privileges should be subject to certain administrative procedures for the general safety and comfort of all users of facilities; **AND**

**WHEREAS**, the Board of Directors deems it necessary and desirable to establish certain rules and guidelines for the issuance of facilities access cards in furtherance of sound administration;

**NOW THEREFORE, BE IT RESOLVED THAT:**

**I. ACCESS CARDS IN GENERAL**

- A. Photo identification access cards shall be required for admission to the following recreation facilities- the pools, exercise room, tennis courts, and maintenance yard facility - by all Parkfairfax residents aged sixteen (16) years old and older unless otherwise prohibited. When these cards are issued, the residents will be required to sign a release/waiver that they understand and will abide by the rules and regulations for the facilities. Keys are required for access to the tennis courts.

Children under the age of sixteen (16) must be accompanied by a resident sixteen (16) years of age or older to be admitted to the pools and tennis courts. A children's card (no photograph) shall be required for children between the ages of twelve (12) and sixteen (16).

Children under the age of eighteen (18) years are prohibited from using the exercise room.

- B. A "resident of the condominium" shall be defined as any person who makes his/her primary year-round place of abode, dwelling, or habitation at Parkfairfax Condominium. A "guest" shall be defined as a person who is an invited guest of a current resident.

The mailing address, voter registration address, driver's license address of the individual requesting an access card, and any other applicable factors may be taken into account to aid in the determination of an individual's residence at Parkfairfax Condominium. The maximum number of access cards issued per unit shall correspond to the maximum number of residents allowed per unit by City of Alexandria Code.

The General Manager or their agent shall make the determination as to whether an individual is a resident of Parkfairfax Condominium and is entitled to an access card.

The access card system shall have a card for which there shall be a one-time non-refundable charge of thirty dollars (\$30.00) per card. There shall be a charge of thirty dollars (\$30.00) for the replacement of each lost card.

Off-site owners can retain any or all facility privileges by stipulating so in their lease. Any privileges retained by the owner will not be available to the tenant. For off-site owners that desire to use the pool but did not retain pool privileges, there shall be a charge of five hundred dollars (\$500.00) for a family and three-hundred-fifty dollars (\$350.00) for a single person per season or year.

- C. Access cards shall remain the property of the Unit Owners Association, and an access card may be recalled, or its effectiveness canceled, by the Unit Owners Association upon a finding of cause by the General Manager or due to its use by another person other than the person to whom it was issued. Once a resident moves from Parkfairfax, the card is no longer valid.

On-site tenants shall have the right to receive an access card unless the lease agreement expressly provides that the non-resident unit owner is retaining these privileges, in which case the tenant is prohibited from obtaining an access card. To qualify for an access card, a copy of the tenant's lease must be filed with the Association, and the Owner must be compliant with Section E below.

- D. The Photo ID access card will allow up to 3 guests to be admitted, inclusive of the cardholder, to the pools at no charge. All patrons, residents, and guests must sign-in at the pool. A Parkfairfax Patron 16 years of age or older holding a valid photo ID access card must continuously accompany any person who is under sixteen (16) years of age.

- E. An individual who is delinquent in payment of any sums due the Association or is otherwise in violation of the Condominium Instruments or Rules and Regulations is not entitled to an access card, nor are they entitled to use the facilities through possession of a head of household access card issued to any other person entitled to same. Accordingly, the Association, through its authorized designees, may suspend access card privileges whenever the unit owner-owning tenant's unit is in any default of the provisions of the condominium Instruments or Rules and Regulations.

- F. At the discretion of the General Manager or his agent, temporary cards may be issued on a one-time basis not to exceed the period of two weeks.
- G. Parkfairfax Condominium Unit Owners Association shall not be liable for injury to persons or property occurring in or about the premises from any cause whatsoever; lessee will indemnify Parkfairfax Condominium Unit Owners Association for and save harmless from and against any and all claims, actions, damages, liability, and expense in connection with injury to persons or property arising from or out of the use or occupancy by lessee, his/her agents, employees, guests, or licensees. In this connection, lessee must, prior to approval of an application, present evidence to the Association of liability insurance coverage maintained by which is acceptable to the Association.

## **II. USE OF FACILITIES FOR ENTERTAINING: (BUILDING 738 COMMUNITY ROOM, MARTHA CUSTIS POOL A)**

Any resident of Parkfairfax may reserve the Martha Cutis Pool A or Community Room in accordance with the approved rules and regulations and payment of applicable fees and deposits, provided that the Owner of the unit of the resident is not delinquent in payment of fees and charges. The Board of Directors may, from time to time, promulgate rules and establish a fee schedule relating to the usage of these amenities.

Requests for reservations must be submitted for approval to the General Manager and will be awarded on a first-come, first-served basis. If more than one request is received for the same time slot, the names will be placed on a waiting list, which will receive priority whenever an opening in a requested time slot occurs.

### Community Room Requests and Availability

The Community Room is available to rent during the day and evening, when not in conflict with other Association events and when not conflicting with the day-to-day running of the Association Office. The General Manager shall determine what specific times and days the Room may be rented and used by residents and shall maintain the schedule of bookings and availability. In general, a lessee may begin entertainment preparation after 8:00 a.m. The room may be used until midnight, Sunday through Thursday; and until 1:00 a.m. on Fridays and Saturdays. The Community Room may be used until 2:00 a.m. for New Year's Eve functions.

### Community Room Fees and Responsibilities

Along with the rental application, a prepaid security deposit of \$250.00 and a rental fee of \$300.00 will be required for the Community Room, along with a copy of insurance coverage of \$100,000 at the time of reservation. The deposit will be returned within three weeks of the date of the function, provided that no damage has been done and no cleanup is required.

The resident lessee is responsible for informing his or her guests that parking for the Community Room is available only in front of the office. Parking in the cul-de-sacs on either side of the office expressly for the use of Parkfairfax residents only and not intended

for users of the party room.

The Lessee is responsible for all cleanup, including vacuuming in the Community Room. The Community Room must be cleaned the same night it is rented, as the room may be scheduled for another event the next day. Basic cleaning supplies and a vacuum will be available in the storage closet as a courtesy, but it remains the obligation of the Lessee to ensure the room is clean even if those supplies are unavailable for some reason. All refuse must be removed from the premises and disposed of properly. Failure to clean or remove refuse from the room shall result in the forfeiture of the deposit to cover those costs and/or future denial of room rental, subject to the discretion of the General Manager.

#### Martha Custis Pool Requests and Availability

The Martha Custis Pool, in general, is available for rent on Wednesday's (at any time since the Martha Custis Pool is closed on Wednesday's) and 9:00 a.m. to 11 a.m. on Mondays, Tuesdays, Thursdays, and Friday's and 9:00 p.m. to 12:00 a.m. Friday and Saturday. However, the General Manager shall determine what specific times and days the Pool may be reserved and used by residents and shall maintain the schedule of bookings and availability.

#### Martha Custis Pool Fees and Responsibilities

Along with the rental application, a prepaid security deposit of \$250.00 and a rental fee of \$300.00 will be required for the Pool, along with a copy of insurance coverage of \$100,000 at the time of reservation. Further, the resident renting the pool will be required to have lifeguard supervision provided by the current pool contractor and to pay fees for such supervision. The deposit will be returned within three weeks of the date of the function, provided that no damage has been done and no cleanup is required.

Parking for the Martha Custis pool is the pool parking lot only, and there are only 12+ parking spaces. Additional parking is located on the city street. No guests or residents are permitted to park in the Parc East parking lot.

Persons not official participants of the activity shall not intrude upon reserved areas during the period reserved; however, all unreserved areas may be used by other permitted residents and guests.

Alcohol is not permitted at the Martha Custis Pool,

**ADOPTED AT THE MARCH 14, 2018 BOARD MEETING**

Respectfully Submitted,

\_\_\_\_\_  
Association Secretary

\_\_\_\_\_  
(Date)

Attested By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

CLEAN DRAFT

**Exhibit A  
ADMINISTRATION RESOLUTION NUMBER 15**

**BUILDING 738 (COMMUNITY ROOM) USE APPLICATION**

Date of Application: \_\_\_\_\_ Date of Proposed Use: \_\_\_\_\_  
Name of Owner/Tenant: \_\_\_\_\_ Alternate Dates: \_\_\_\_\_  
BLDG. NO./Unit Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Description of  
Function: \_\_\_\_\_  
\_\_\_\_\_

Number Of Guest: \_\_\_\_\_ Time: From \_\_\_\_\_ To: \_\_\_\_\_

ANY RESIDENT USING THIS FACILITY MUST CARRY PERSONAL LIABILITY INSURANCE IN AN AMOUNT NO LESS THAN \$100,000.00 BODILY INJURY AND PROPERTY DAMAGE AND EVIDENCE OF THIS COVERAGE (COPY OF THE CERTIFICATE OF INSURANCE) MUST BE PRODUCED.

NAME OF INSURANCE CARRIER: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Parkfairfax Unit Owners Association, whose address is 3360 Gunston Road, Alexandria, VA (Lessor) and \_\_\_\_\_ (Lessee) whose address is \_\_\_\_\_ have agreed to the following:

1. On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, until \_\_\_\_\_ o'clock \_\_\_\_M. on \_\_\_\_\_, 20\_\_\_\_. Lessee will be permitted to occupy certain parts (Community Room and associated patio area) of Bldg. 738 at 3360 Gunston Road, Alexandria, VA 22302.
2. The premises shall be used for the following function: \_\_\_\_\_. No other uses are allowed
3. This memo is the only invoice lessee will receive and all charges are due and payable prior to application approval.
4. Lessee will not leave its personal property unattended while using the premises and will remove all such personal property from the premises at the end of the time period described above.
5. The lessee and his/her guests will abide by all the terms of this agreement and by the rules, regulations and By-laws of the Association. The Association reserves the right to revoke the use agreement if the rules, regulations and By-Laws are not followed.
6. All cancellations must be made in writing to the office. No refunds will be made for cancellations given less than five days prior to the scheduled event.

- 7. Lessee will use the premises with care and in a neat and orderly manner at all times and responsible for securing and locking all entrances and windows upon departure. The Lessee is responsible for all clean up, including vacuuming and removal of tape on walls and ceiling. The Community Room must be cleaned the same night it is rented as the room may be scheduled for another event the next day. Lessee must provide their own vacuum and cleaning supplies. All refuse should be removed from the premises and disposed of properly. User is liable for all damages other than normal wear and tear during the rental period. In case the premises are damaged in any way by lessee or its agents or guests, then the Parkfairfax Condominium Unit Owners Association will deduct such amount from the deposit as shall be necessary to restore the premises to the same order and condition which existed prior to such damage. If the management security alarm is sounded and the police are summoned, the lessee will deduct the citation fee from the deposit. If the amount of damage exceeds the amount of the deposit, Lessee hereby agrees to pay the balance of such amount to Parkfairfax Condominium Unit Owners Association within ten (10) days of receipt of written notice of the amount due.
- 8. Lessee has read and agrees to comply with the rules and regulations on and attached to this application.
- 9. Lessee is responsible for informing his or her guests that parking is available only in front of the office. Parking in either cul-de-sac on the side of the office is expressly for the use of Parkfairfax residents only and is not intended for the users of the Community Room.

Deposit Required: \$250.00

Fee: \$300.00

*Payment can be made by personal check, cashier's check, or money order. We do not accept cash. Please make your check payable to Parkfairfax Condominiums.*

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved by (Name and Title)

\_\_\_\_\_  
Date



**Exhibit B**  
**ADMINISTRATION RESOLUTION NUMBER 15**  
**MARTHA CUSTIS POOL USE APPLICATION**

Date of Application: \_\_\_\_\_ Date of Proposed Use: \_\_\_\_\_  
Name of Owner/Tenant: \_\_\_\_\_ Alternate Dates: \_\_\_\_\_  
BLDG. NO./Unit Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Description of Function: \_\_\_\_\_  
Number Of Guest: \_\_\_\_\_ Time: From \_\_\_\_\_ To: \_\_\_\_\_

ANY RESIDENT USING THIS FACILITY MUST CARRY PERSONAL LIABILITY INSURANCE IN AN AMOUNT NO LESS THAN \$100,000.00 BODILY INJURY AND PROPERTY DAMAGE AND EVIDENCE OF THIS COVERAGE (COPY OF THE CERTIFICATE OF INSURANCE) MUST BE PRODUCED.

NAME OF INSURANCE CARRIER: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Parkfairfax Unit Owners Association, whose address is 3360 Gunston Road, Alexandria, VA (Lessor) and \_\_\_\_\_ (Lessee) whose address is \_\_\_\_\_ have agreed to the following:

1. On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, until \_\_\_\_\_ o'clock \_\_\_\_M. on \_\_\_\_\_, 20\_\_\_\_. Lessee will be permitted to occupy the Martha Custis pool and pool area.
2. The premises shall be used for the following function: \_\_\_\_\_.  
No other uses are permitted.
3. Food/beverage will be served. (Yes/No) \_\_\_\_\_  
There will be music (live, tape, DJ-specify) \_\_\_\_\_
4. This memo is the only invoice lessee will receive and all charges are due and payable prior to application approval.
5. Lessee will not leave its personal property unattended while using the premises and will remove all such personal property from the premises at the end of the time period described above.
6. The lessee and his/her guests will abide by all the terms of this agreement and by the rules, regulations and By-laws of the Association. The Association reserves the right to revoke the use agreement if the rules, regulations and By-Laws are not followed.
7. Parkfairfax Condominium Unit Owners Association shall not be liable for injury to persons or property occurring in or about the premises from any cause whatsoever. Lessee will indemnify Parkfairfax Condominium Unit Owners Association for a save harmless from and against any and all claims, actions, damages, liability, and expense i

connection with injury to persons or property arising from or out of the use of occupancy by lessee or the premises or occasioned wholly or in part by any act or omission of lessee, its agents, employees, guests, or licensees. In this connection, lessee must, prior to approval of this application, present evidence to the Association of liability insurance coverage maintained that is acceptable to the Association.

- 8. The lessee renting the pool will be required to have lifeguard supervision provided by the current pool contractor and to pay fees for such supervision.
- 9. All cancellations must be made in writing to the office. No refunds will be made for cancellations given less than five days prior to the scheduled event.
- 10. Lessee will use the premises with care and in a neat and orderly manner at all times. The Lessee is responsible for all clean up, Lessee must provide their own vacuum and cleaning supplies. All refuse should be removed from the premises and disposed of properly. User is liable for all damages other than normal wear and tear during the rental period. In case the premises are damaged in any way by lessee or its agents or guests, then the Parkfairfax Condominium Unit Owners Association will deduct such amount from the deposit as shall be necessary to restore the premises to the same order and condition which existed prior to such damage. If the amount of damage exceeds the amount of the deposit, Lessee hereby agrees to pay the balance of such amount to Parkfairfax Condominium Unit Owners Association within ten (10) days of receipt of written notice of the amount due.
- 11. Lessee has read and agrees to comply with the rules and regulations on and attached to this application.
- 12. Lessee is responsible for informing his or her guests that parking is available only in pool parking lot.

Deposit Required: \$250.00

Fee: \$300.00

*Payment can be made by personal check, cashier's check, or money order. We do not accept cash. Please make your check payable to Parkfairfax Condominium.*

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved by (Name and Title)

\_\_\_\_\_  
Date

**EXHIBIT C**

**ADMINISTRATIVE RESOLUTION FIFTEEN**

**SWIMMING POOL RULES AND REGULATIONS**

1. The swimming pools are for the enjoyment of the residents and occupants of Parkfairfax, who have a current facilities pass. The Association accepts no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
2. By using the pool. You agree not to hold the Association liable or responsible for any damages or injuries which you might sustain and, furthermore, hereby agree to indemnify, reimburse, and hold the Association harmless from any and all costs, expenses, damages, or injuries sustained by you or incurred by the Association as a result of your use of the pool. Pool users agree to be bound by all provisions of the Association, including those related to the use of the pool, and subject to the Association's enforcement authority. All owners, residents, and guests are responsible for their behavior and that of their tenants, residents, occupants, lessees, invitees, children, and guests.
3. A current facilities pass is required to use the pool. Residents may have 3 guests to be admitted to the pools at no charge. Residents must accompany guests and remain with them at all times.
4. Lifeguards are in charge of the pool and pool area at all times when the pool and pool area is open and/or operational. All persons using the pool must obey the lifeguards at all times and comply with all instructions, directions. Orders and commands issued by the lifeguards designed to promote the health and safety of the pool users or to enforce compliance with the Association's rules and regulations. Non-compliance with the lifeguards or violation of the Association's rules and regulations shall subject any pool user to immediate ejection from the pool and pool area. There may be other enforcement actions by the Association. The pool is open for use only when the lifeguards are on duty and at their stations. Pool users are to stay clear of the guard stations and should not lounge around the stations or obstruct the guard station or the check-in desk.
5. If you cannot demonstrate to the lifeguards that you can swim, you will not be allowed in water over your head. The lifeguard may test your swimming ability.
6. For safety reasons, children under the age of sixteen (16) must not be left unattended while at the pool or in the pool area. Children under sixteen (16) years of age must be accompanied by and supervised by a resident sixteen years of age or older with a valid access card. Diaper-age children must wear plastic pants to be permitted in the pools.
7. You must take a cleansing shower before entering the pool or after using the toilet. No one will be allowed to swim who has a cold, inflamed eyes, a cough, infection, or is wearing bandages. Only swimming suits may be worn in the pool. Cut-off jeans and similar clothing may not be used.

8. Glass containers and breakable objects are not permitted in the pool areas. Non-alcoholic beverages in non-breakable containers (plastic bottles, cups made from paper, plastic or Styrofoam, or metal cans) in sizes not larger than sixteen ounces (16 oz) will be allowed in the pool area during regular pool hours. Containers for the storage of such beverages (such as portable coolers) are permitted. Intoxicated persons will be denied access to the pool area at all times. No facility to prepare or serve food is allowed on the pool deck.
9. Street shoes are not permitted on the pool deck.
10. No pets will be permitted in the pool or on or within the pool area.
11. Trash must be placed in approved containers. Please keep the pool, deck, and bathhouse areas clean.
12. No running, pushing, dunking, rough play or profane language will be allowed in the pool area. Standing or sitting on someone's shoulders or spouting water and similar unhygienic actions are not permitted.
13. The use of kickboards, tubes, water wings, balls, or other items will be allowed only if the lifeguard determines that such use will not endanger the users of the pool. Only the lifeguard can make this decision based on the size and character of the crowd.
14. Suntan oil is not permitted in the pool. Please use a towel to cover your lounge chair, especially if you are using tanning oils or sunscreens.
15. Anyone who is asked to leave and does not is guilty of trespassing and subject to prosecution.
16. Any person who continues to violate a rule after being warned by a lifeguard is subject to having their facilities pass withheld by the lifeguard and forwarded to the General Manager, who will return it only after the matter of the offending resident is discussed with the General Manager. The rules and regulations of the Association will be enforced by the General Manager, and violators will be subject to the enforcement authority of the Association.

**EXHIBIT D**  
**(Revised 4/20/11)**  
**Administrative Resolution Fifteen**  
**Exercise Room Rules & Regulations**

1. The exercise room is for the use of Parkfairfax residents who have a current access card. Residents using the room must have their access card with them at all times.
2. Portable stereos and loud music are prohibited.
3. No pets are allowed in the room.
4. No smoking is permitted in the room.
5. Classes/Trainers are not permitted.
6. Residents may bring one guest and must remain with their guest while the guest is using the room.
7. Individuals under eighteen (18) years of age are prohibited from using the room (See paragraph I. A. of AR #15).
8. Residents shall conduct themselves with courtesy and civility in the exercise room. Disruptive behavior is not tolerated.
9. Abuses of the rules are to be reported to Management. Any resident deemed to have behaved improperly may have his or her privileges for using the exercise room taken away by Management. Residents may appeal such an action to the Board of Directors.

EXHIBIT E

ADMINISTRATIVE RESOLUTION FIFTEEN  
TENNIS COURT RULES AND REGULATIONS

1. Courts are for use by those with facilities passes or access cards (members and their guests when playing with members). Children under the age of sixteen must be accompanied by a resident sixteen (16) years of age or older.
2. During play on the courts, member players shall carry their facilities passes or access cards upon entry to the court. Those waiting shall be entitled to request seeing the pass. If, for any reason, a pass cannot be produced by at least one of the players on a court, all players on that court shall surrender the court immediately to those waiting who do have a proper pass.
3. Courts may be used for a maximum of one (1) hour for singles play, one-and-one-half (1 ½) hours for doubles and tennis ladder matches.
4. The tennis courts are for the use and enjoyment of the residents of Parkfairfax. The Association assumes no responsibility for any accident or injury in connection with such use or for any damage to personal property.
5. The courts have lights that are programmed for nighttime play and timed to turn off at 10:00 p.m. during the winter months and 11:00 p.m. during the summer months to avoid annoying neighbors.
6. Adults eighteen (18) years of age or older have priority after 5:00 p.m. on weekdays and all day on weekends and holidays.
7. Play is on a first-come first-play basis with no advanced reservation.
8. Proper attire with tennis shoes and shirts must be worn at all times.
9. A player without a partner may not use a court for practicing if two or more persons are waiting.
10. No roller skating, biking, rollerblading, or skateboarding is permitted on the courts at any time. No dogs, pets, animals of any kind are permitted on the courts at any time.
11. No glass containers or food will be allowed on the courts.