

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SIERRA CONDOMINIUM UNIT OWNERS ASSOCIATION REGARDING
BICYCLE STORAGE POLICY

WHEREAS, Article 3, Section 3.1 of the Bylaws of Sierra Condominium Unit Owners Association vests the power and authority for the administration of the affairs of the Association in the Board of Directors; and

WHEREAS, Article 3, Section 3.1 (f) and Article 5, Section 5.8 (b) of the Bylaws of the Association give the Board of Directors of the Association the authority to make and amend rules and regulations regarding the use of the common elements of the Condominium; and

WHEREAS Section 5.8 (a) 4 of the said Bylaws prohibits anyone from obstructing any of the common elements placing or permitting anything to be placed on or in any of the common elements without the approval of the Board; and

Whereas Section 5.8 (a) 7 of said Bylaws provides that “nothing may be stored, erected, attached to or otherwise placed on the common elements in the parking areas without the prior written consent of the Board of Directors or the Covenants Committee, as appropriate”; and

Whereas Section 5.8 (a) 12 of said Bylaws states that “The Board of Directors, the Unit Owners Association, any unit owner and the Declarant shall not be considered a bailee, however, of any personal property stored on the common elements (including property located in storage areas and vehicles parked on the common elements), whether or not exclusive possession of the particular area is given to a unit owner for storage or parking purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible”; and

WHEREAS the Board deems it is necessary and desirable for the health, safety, and welfare of the Unit Owners to establish certain policies and procedures to regulate the storage of bicycles in the common elements of The Sierra; and

WHEREAS the Board has concluded that it is in the best interests of the Association to adopt a policy on the use of the Bicycle Storage Rack for benefit and enjoyment of the residents of The Sierra;

IT IS THEREFORE RESOLVED THAT the Board of Directors adopts the attached Bicycle Storage Policy.

Adopted this 30 day of oct, 2013

BOARD OF DIRECTORS
THE SIERRA CONDOMINIUM UNIT OWNERS ASSOCIATION

By: _____

President

ATTEST:

Secretary

The Sierra Condominium Bicycle Storage Policy

1. No bicycles may be kept or stored in the common elements of The Sierra, including in the Garage, parking spaces, or chained or secured to rails or pipes, unless they are duly registered in accordance with this Policy, and properly secured to the Bicycle Storage Rack located in the Garage.
2. Any bicycles kept or stored outside of the Bicycle Storage Rack, including in the Garage, in parking spaces, or chained to any common element, pipe, column or rail, shall be considered Abandoned Bicycles and handled in accordance with Article 7 of this Policy.
3. **Liability**
 - a. All unit owners and residents using the Bicycle Storage Rack do so at their own risk and responsibility. All unit owners and residents understand and agree that no security service regularly patrols the area and that there are no security cameras monitoring the area.
 - b. In accordance with Section 3.11(b) of the Association's Bylaws, the Association shall not be liable to any unit owner, including to any tenant, resident or guest, for loss or damage, by theft or otherwise, of bicycles or articles which may be stored upon any of the common elements, including the Bicycles Storage Rack. Neither the Managing Agent nor the Condominium Unit Owners Association assumes any responsibility for any such loss or damage, or for any accident or injury in connection with using the Bicycle Storage Rack or implementing this Policy.
 - c. All unit owners, residents and guests agree to hold harmless the Association and the Managing Agent from any and all liabilities and actions of any nature while implementing this Policy, or by any unit owner, resident or guest as a result of the use of the Bicycle Storage Rack. The cost of repairing any damage to the Bicycle Storage Rack caused by the occupant of a unit shall be charged to the owner of that unit.
4. **Bicycle Registration**
 - a. All bicycles stored in the Bicycle Storage Rack must be first duly registered with, and receive a Decal from the Managing Agent using the attached Form.
 - b. The Decal must be immediately affixed by the unit owner or resident to the bicycle and it has to remain affixed at all time while the bicycle is stored at the Bicycle Storage Rack.
 - c. Only bicycles duly registered with the Managing Agent and displaying the proper Decal may be stored at the Bicycle Storage Rack.
 - d. Registration is valid until the end of the calendar year during which the bicycle was registered, and it has to be renewed by the unit owner or resident annually.
 - e. Registration does not guarantee a reserved space on the Bicycle Storage Rack. Duly registered bicycles may be stored in the Rack on first-come, first-served basis.
5. Residents shall be responsible for removing their bicycles prior to moving out of a Unit. Bicycles registered to tenants that remain on the Bicycle Storage Rack after their owners

moved out of the Sierra shall be considered Abandoned Bicycles and handled in accordance with Article 7 below.

6. Initial Registration

- a. There shall be an Initial Registration Period starting November 15, 2013 and ending at 7pm on December 30, 2013.
- b. Any bicycle not duly registered during the Initial Registration Period shall be considered abandoned property being stored in a common element, and shall be dealt with in accordance with Article 7 below.

7. Abandoned Bicycles

- a. Abandoned Bicycles are bicycles that are: (i) not duly registered during the Initial Registration Period; (ii) kept or stored in any common element in violation of this Policy; (iii) kept or stored in any common element of the Sierra other than the Bicycle Storage Rack (iv) not displaying a valid Decal, and/or (v) not properly secured to the Bicycle Storage Rack.
- b. Abandoned Bicycles shall be marked with a colored tag; this shall be considered sufficient and proper notice to rightful owners that the bicycle will be removed and disposed of unless claimed within 30 days, and duly registered in accordance with this Policy.
- c. The Managing Agent shall remove Abandoned Bicycles and keep them onsite for 30 days.
- d. Bicycles not claimed by their rightful owner within 30 days from their removal by the Managing Agent may be disposed of at the sole discretion of the Managing Agent in consultation with the Board of Directors, including donating them to charity.

8. Damages

- a. Damages to property and/or common elements caused by use of the Bicycles Storage Rack shall be the responsibility of the unit-owner.
- b. The unit owner's responsibility includes any damages caused by members of the unit owner's household, residents, tenants, guests, invitees, agents or employees.
- c. The unit owner shall be liable for all costs incurred by the Association to repair any damage to or performing any cleanup of the common elements resulting from a violation of this policy by a resident of unit owner's unit.

9. Violations

- a. Failure to comply with this policy is considered a default and violation of Section 5.8 (a) (4) of the Bylaws.
- b. The unit owner found in violation of the Policy shall be subject to such relief authorized in Section 9.1 of the Bylaws and the Virginia Condominium Act.
- c. The Association may assess charges against unit owners for violations of this Policy pursuant to Virginia Condominium Act and/or it may pursue any other remedy available to the Association against the unit owner and/or any other person responsible for the violation.

The Sierra Condominium Bicycle Storage Policy

Unit Number: _____

Permit Number: _____

REQUEST TO REGISTER A BICYCLE AND USE BICYCLE STORAGE RACK FOR THE YEAR OF _____

PLEASE PRINT LEGIBLY

APPLICANT INFORMATION

Name: _____

Address: _____

Phone: _____ Email: _____

Date: _____ Lease Termination: _____

BICYCLE INFORMATION

Brand Name: _____

Model: _____

Color: _____

Serial Number: _____

DECLARATION AND PLEDGE

I (We) hereby acknowledge that I (We) have received and read the Bicycle Storage Policy Resolution, and agree to ALL its terms and conditions. I (We) agree to be bound to ALL the requirements and terms and conditions set forth in the Policy Resolution. I declare that I have completed and provided all information fully and truthfully. I (We) understand and agree that in accordance with the Bylaws The Association shall not be liable for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. If there is damage to the common elements or units or other properties as a result of my actions and/or failures, I (We) agree to pay the additional charges; any such charges are collectible in the same manner as an assessment against my (our) unit. I (We) agree that should I (We) fail to pay the damage to common elements and the Association must file suit in the County of Arlington to enforce this Contract, I (We) will pay the Association's attorneys' fee and costs.

Name(s) and Signature(s)

Date