

**THE SIERRA CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 17-01**

Licensing of Common Element Parking and Storage Spaces

WHEREAS, Article 3, Section 3.1 of the Bylaws provide that the Board of Directors (the "Board") of The Sierra Condominium Unit Owners Association (the "Association") shall have all 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 by the Virginia Condominium Act (the "Condominium Act") or the Condominium instruments required to be exercised and done by the Association; and

WHEREAS, Article 3, Section 3.1(f) of the Bylaws provides that the Board shall have the power to adopt and amend any rules and regulations, provided, however, that such rules and regulations shall not be in conflict with the Condominium Act or the Condominium instruments; and

WHEREAS, Article 3, Section 3.2 of the Declaration states the Board shall have the power in its discretion from time to time to grant revocable licenses in designated Common Elements to any Unit Owner(s) and to establish a reasonable charge to such Unit Owner(s) for the use and maintenance thereof and the Common Elements or portions thereof so designated shall be referred to as Reserved Common Elements; and

WHEREAS, Article 3, Section 3.10 of the Bylaws provides that the Board may grant and accept licenses; and

WHEREAS, the Board of Directors believes that it is in the best interest of the Association to adopt policies and procedures governing the licensing of Common Element parking and storage spaces.

NOW, THEREFORE, BE IT RESOLVED the Board of Directors hereby adopts the following policies and procedures:

I. GENERAL PROVISIONS

- A. Any parking or storage space located on the Condominium property that is not a Limited Common Element assigned to a specific Unit may be subject to designation by the Board as a Reserved Common Element.
- B. The Board may grant a temporary and revocable license to a Unit Owner for exclusive use of a Reserved Common Element, provided that the Owner signs the agreement approved by the Board attached hereto as Exhibit A (the "Agreement").
- C. The Board may set a reasonable fee for such as exclusive use as set forth in the Agreement.
- D. The Board shall have the right to amend the Agreement attached hereto as Exhibit A without having to amend the entire Resolution.

II. EFFECTIVE DATE

A. The Effective Date of this Resolution shall be December 19, 2017. This Resolution supersedes and replaces any previous rules and regulations relating to the Reserved Common Element parking and storage spaces.

B. Enforcement of this Resolution shall begin January 19, 2018.

The Sierra Condominium Unit Owners Association


By MICHAEL FRAZIER
 , President

EXHIBIT A

LICENSE AGREEMENT

This Agreement is made this ____ day of _____, 20__, between THE SIERRA CONDOMINIUM UNIT OWNERS ASSOCIATION (the "Association"), and _____ (whether one or more, referred to herein as "Licensee").

1. Licensee is the record title Unit Owner of Unit No. ____ (the "Unit"), which is located within the Condominium property.

2. The Association hereby grants to Licensee a temporary and revocable license to use:

Parking Space No. _____, as identified on the plats and plans of the Association (hereinafter the "Parking Space"). The term of such license shall be for a period of one (1) year commencing on _____, 201_ and terminating on _____, 201__ (the "Term").

Storage Space No. _____, as identified on the plats and plans of the Association (hereinafter the "Storage Space"). The term of such license shall be for a period of one (1) year commencing on _____, 201_ and terminating on _____, 201__ (the "Term").

3. The license granted herein shall be subject to all prohibitions, restrictions and covenants set forth in the Condominium instruments and is subject to any rules and regulations duly adopted by the Board. The Association shall have the immediate right to terminate the license granted herein upon the Association's finding of the Unit Owner's breach of this license Agreement, the Condominium instruments, or any Board approved rules and regulations. The rights granted herein shall not be construed as a lease or other interest in real property or the sale or disposition of the Common Elements.

4. In consideration of this license, Licensee agrees to pay the Association an annual fee of:

\$_____.00 (the "Parking Fee") for the Parking Space.

\$_____.00 (the "Storage Fee") for the Storage Space.

The Parking Fee and Storage Fee is due and payable upon execution of this Agreement. All payments shall be tendered to the Association. The Parking Fee and Storage Fee are non-refundable. In the event of termination of this Agreement, Licensee shall not be entitled to any refund, rebate or credit.

5. The Parking Fee and Storage Fee shall be considered a sum duly levied and be considered an assessment subject to a lien against the Unit as provided in Section 55-79-84 of the Condominium Act and the Condominium instruments.

6. Licensee shall be responsible for the maintenance and care of the Parking Space and Storage Space and such use of either shall be in a safe and sanitary manner. The expense of all maintenance, repair or replacement rendered necessary by the Licensee's act, neglect or carelessness, or

the act, neglect or carelessness of any member of Licensee's household or Licensee's guests, invitees, tenants, agents, or employees shall be the responsibility of the Licensee. The payment and collection of such charge shall be in accordance with the terms providing for payment and collection of assessment in the Bylaws and the Condominium Act, including without limitation, the right to recovery of attorney's fees and costs.

7. The Association, its directors, officers and agents shall not be liable for any loss or damage, by theft, negligence or otherwise, of any property, that is stored upon the Condominium property, which shall extend to and include the Parking Space and Storage Space. Licensee shall hold harmless the Association, its directors, officers, employees, and agents from any and all claims or expenses associated with or related in any way to Licensee's misuse of the Parking Space or Licensee's violation of any other provision of this Agreement, the Declaration, Bylaws, rules and regulations or any laws, zoning ordinances and regulations of all governmental agencies having jurisdiction of the Condominium property. This provision shall survive termination of the Agreement.

8. This Agreement shall automatically terminate upon the lease, sale or other disposition of the Unit. The rights and obligations created by this Agreement may not be assigned or otherwise transferred by Licensee to a third party.

9. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other. Notices issued to the Association and Unit Owner shall be sent in accordance with the Condominium instruments.

10. Licensee must remove all personal property from the Parking Space or Storage Space upon termination of this Agreement. Any property not removed within five (5) days of the termination date shall be deemed abandoned and disposed of by the Association at the cost of the Licensee.

11. This Agreement may be executed in two or more counterpart copies, each of which shall be deemed to be an original and all of which counterparts shall have the same force and effect as if all parties had executed a single copy of this document.

12. This Agreement contains the final and entire agreement of the parties, and all prior discussions are superseded by this Agreement as merged herein. Any terms and conditions not set forth herein are not a part of this Agreement. This Agreement may not be modified or changed except in a writing signed by the parties. Any attempted oral modification of this Agreement shall be void and non-binding on the parties.

13. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Venue shall be in Arlington County. The rule that documents are to be construed against the drafter shall be inapplicable in the construction of any terms of this Agreement.

14. In the event of default of this Agreement, the Board may enforce all rights, remedies and privileges granted to the Association or the Board, pursuant to any term, provision, covenant or condition of the Declaration, Bylaws, or the rules and regulations, each of which shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, Bylaws, or the rules or regulations, or at law or in equity.

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[SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties execute this Agreement as of the date first above written.

THE SIERRA CONDOMINIUM UNIT OWNERS ASSOCIATION:

LICENSEE:

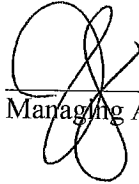
By: _____,
_____, President

By: _____

By: _____

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to unit owners of The Sierra Condominium on this 18 day of December, 2017.



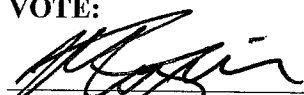
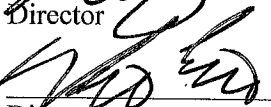

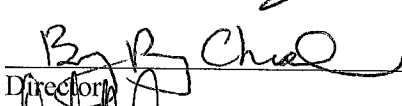
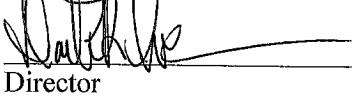
Managing Agent

THE SIERRA CONDOMINIUM UNIT OWNERS ASSOCIATION
POLICY RESOLUTION NO. 17-__

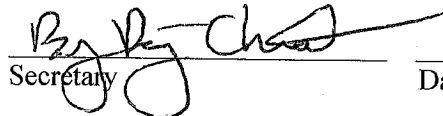
Licensing of Common Element Parking and Storage Spaces

Duly adopted at a meeting of the Board of Directors held 12/18, 2017.

Motion by: Michael Frazier Seconded by: Kath Escheid

VOTE:	YES	NO	ABSTAIN	ABSENT
 Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:


Secretary 12/18/2017
Date

Resolution effective: December 19, 2017.