

THE UNIT OWNERS' ASSOCIATION OF WENTWORTH PLACE,

A CONDOMINIUM

REVISED POLICY RESOLUTION No. 22-01

USE OF COMMUNITY ROOM

**DEFINITIONS**

GIVEN THAT Article III, section 3.1(a) of the Bylaws provides in applicable part that, The Board of Directors shall have all of 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 prohibited by the Condominium Act, the Declaration or by these Bylaws", and

GIVEN THAT Article III, Section 3.1(f) of the Bylaws enables the Board of Directors to "make, amend and enforce the Rules and Regulations", and

GIVEN THAT the Board of Directors deems it necessary and desirable to establish certain Rules and Regulation for the use of the Community Room,

NOW THEREFORE, BE IT RESOLVED THAT the following revised policy regarding use of the Community Room be, and hereby is, adopted:

**DEFINITION**

"Resident in good standing" means and refers to a Unit Owner whose condominium payment is not delinquent and whose right to use the Association's amenities has not been suspended in accordance with the statutorily required procedures set forth in Section 55-79.80:2 of the Condominium Act, which permits a Condominium Association to suspend a unit owner's right to use the Association's amenities if such unit owner is sixty days or more delinquent in the payment of assessments, provided the Association provides such unit owner with prior written notice and an opportunity to request a hearing to contest the suspension. The delinquency starts to run from the first of every month. A "Resident in good standing" also applies to any tenant whose unit owner is not a Resident in good standing as defined by this paragraph. "Good standing" also means that the Unit Owner or Resident is not in violation of any other Governing Condominium Rules as laid out in the Association's Condominium Instruments or duly adopted policy resolutions, rules or regulations.

For the purpose of this resolution, a "Resident in good standing" shall be referred to as a "Unit Resident".

**GENERAL RULES**

- A. The Community Room may be reserved only by an adult Unit Resident and only for private events that are not advertised or promoted as being open to the public. Association functions or Association approved functions have priority over private use at all times.

- B. Reservation requests shall be accepted on a first-come, first-served basis subject to subsection A above. Requests are not accepted except upon payment of the charges and receipt of a fully executed reservation form.
- C. A formal request to use the room must be made at least seven (7) business days in advance by submitting a completed reservation form to a representative of Management or Board of Directors.
- D. A TWO hundred dollar (\$200.00) security deposit is required at the time the reservation is made. The security deposit shall be made in the form of a check. Immediately before the use of the Community Room, a designated representative shall inspect the Community Room with a prepared checklist and in the presence of Unit Resident . The Community Room key will be provided to the Unit Resident at that time. The same checklist will be used to re-inspect the Community Room the day after the gathering. Unit Resident must make himself/herself available for such inspections.

If the Community Room is in its original condition, the TWO hundred dollar (\$200.00) security deposit shall be refunded. If the Community Room is not in its original condition, the cost of restoration will be deducted from the TWO hundred dollar (\$200.00) security deposit. Any difference over the original deposit will be added to the Unit Owner's assessment account and collected as a regular assessment. Renters will be billed for any difference, although the Unit Owner may be held liable for any unpaid fees or charges.

- E. No advertising and no charges will be allowed for the event by the Unit Resident reserving the Room.
- F. The Unit Resident agrees to be personally in attendance during the reserved hours. The Unit Resident agrees to assume full responsibility for any loss or any damage to the building, furniture, furnishings, and equipment and for the proper conduct of guests while they are on the premises of Wentworth Place, whether inside or outside of the building. The function may be terminated if the Unit Resident is not in attendance during the reserved hours.
- G. Furniture and furnishings may not be removed. No decorations may be taped or glued to walls or doors in a manner which would cause damage to the Community Room.
- H. All gathering shall be confined to the Community Room, its kitchen, and bathroom.
- I. The maximum number of persons in attendance in the Community Room is limited to 30.
- J. The Unit Resident shall not permit the use of Community Room for any unlawful purpose and shall not make or permit any disturbing noises to be made, nor will any act be performed or permitted which will unreasonably interfere with the rights, comforts, or convenience of other residents. If the Unit Resident fails to abate, noise, excessively loud music, or any other disturbing activities when requested to do so, the Arlington County Police will be called.
- K. Smoking is prohibited.

- L. No pets are allowed in the Community Room.
- M. There is no charge for use of the facilities for official meetings and functions of the Board of Directors, Committees, and the Association, or other such functions as the Board may deem to be appropriate.
- N. The use of any alcoholic beverage is at the exclusive risk of the Unit Resident or Residents and their guests using the room.
- O. Violation of any of the rules of the Community Room is grounds for prohibiting a Unit Resident/owner from using the facilities for a period of one year.
- P. The Unit Resident agrees to remove and properly dispose of all personal property such as dishes, food, bottles, trash, etc., after the event and to leave the premises in the original condition.
- Q. The Association will not be responsible for the loss of any personal effects, dishes, equipment, or foods. Any items left after the event will be considered abandoned and disposed of by a Representative, at the expense of the Unit Resident.
- R. The on-site staff, Management Agent, Board Member, or Representative shall have free access to the facilities at all times.
- S. Hours for the use of the Community Room are from 10:00 a.m. to 11:00 p.m. Sunday through Saturday. The noise policy will be enforced. All music must stop by the prescribed hour. The Community Room must be empty, the lights out, windows closed, blinds down, and the door locked within one hour after the prescribed closing hours.

This Resolution was adopted this 24<sup>th</sup> day August, 2022 by the Board of Directors.

**WENTWORTH PLACE, A CONDOMINIUM UNIT**

**OWNERS ASSOCIATION**

By ...  .....

Linn Deavers  
President

**WENTWORTH PLACE, A CONDOMINIUM  
UNIT OWNERS' ASSOCIATION**

**RESOLUTION ACTION RECORD**

Duly adopted at a meeting of the Board of Directors held on August 24, 2022

Motion by: Alexandra Russo Seconded by: Linn Deavers

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>Linn Deavers</u> President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>C. Zhopoulos</u> Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>D. Shome</u> Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Donald Reinecker</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Justin R.</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

C. Zhopoulos      8/24/2022  
Secretary      Date

Resolution effective: September 15, 2022

**FOR ASSOCIATION RECORDS**

I hereby certify that a copy of the foregoing Use of Community Room Resolution 22-01 was mailed and/or hand-delivered to all owners of the Wentworth Place, A Condominium Unit Owners Association at their addresses of record on this .....13<sup>th</sup> day of September, 2022.

Paul Nereka  
Property Manager

# Wentworth Place, A Condominium

## Unit Owners' Association

### COMMUNITY ROOM RESERVATION FORM AGREEMENT

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Name of Unit Resident Hosting Event: ..... Unit No .....

Unit Resident's Contacts: Home: ..... Work: .....

Cell: ..... Email (please print): .....

Proposed Date Requested: .....

Proposed Time Period for Event - From: ..... To: .....

Brief description of Event: ..... No. of guests: .....

Unit Owner's contact information (if different from above):

Name:

Email address: ..... /Tel. No.: .....

By signing this agreement, the Unit Resident agrees to be bound by all provisions of the attached Community Room Resolution/Rules and Regulations with respect to use of Common Element Community Room Facilities.

The Unit Resident hosting the event shall defend, hold harmless and indemnify the Association from any and all liabilities and claims that may arise from the use of the Community Room, including the payment of all attorney fees and costs that the Association may incur if forced to defend itself against a claim arising from the Unit Resident's use of the Community Room.

The Association is not a bailee for any personal property that may be brought into or otherwise stored in the Community Room and shall not be responsible for any personal property that is damaged, lost or stolen while the Community Room is in use.

To determine availability of the room, Unit Resident must send an email to [Wentworth.Place@Yahoo.com](mailto:Wentworth.Place@Yahoo.com) at least 10 days before event is planned. Confirmation of availability will be sent within 48 hours. A Security Deposit check of TWO Hundred Dollars (\$200.00) payable to the Wentworth Place Condominium Unit Owners' Association, shall accompany this Reservation Form Agreement. The form shall be delivered to a representative of Management or Board of Directors, seven (7) business days prior to event date. Immediately prior to use of the room, a representative of the Association will contact the Unit Resident and schedule a walk-through. The day following the event, the Unit Resident will return the key to the Association's representative and a walk-through will be conducted to assess the condition of the room and/or any damage. Unit Resident must be present during both walk-throughs.

Unit Resident Hosting Event signature

..... Date: .....

Form/deposit received by Association Representative ..... Date: .....

Management and  
Board of Directors