

EXHIBIT A

**BRICKSHIRE COMMUNITY ASSOCIATION INC.
APPLICATION TO RENT BRICKSHIRE OWNERS' CLUBHOUSE
APPLICANT INFORMATION**

NAME: _____

PHONE: _____ EMAIL: _____

ADDRESS: _____

DATE(S) OF ACTIVITY: _____

FROM: _____ (am/pm) TO: _____ (am/pm)

DESCRIPTION OF ACTIVITY: _____

NUMBER OF GUESTS: _____

WILL THE ACTIVITY BE EXCLUSIVELY FOR BRICKSHIRE RESIDENTS? _____

ACKNOWLEDGEMENT

I, the undersigned, do hereby acknowledge that I have read and understand the Rules and Guidelines/Policy Resolutions established by Brickshire Community Association, Inc. and do agree to conform to all conditions, limitations and responsibilities set forth by same, and to enforce all rules and regulations governing the use of Brickshire Community Association property and facilities. I understand that failure to comply with the Clubhouse Rules and Regulations will subject me to the Association's covenant enforcement procedures at the Board of Director's discretion. I agree to indemnify and hold the Association harmless from all personal and property damage and liability arising from my use of the Owner's Clubhouse.

I have enclosed a check in the amount of \$50.00 as a security deposit (or have paid the \$50 deposit online through the owner portal) for the use towards any damage charges associated with the use of the property and/or facilities for the date and time period mentioned above. I also understand that the total rental fee in the amount of \$ _____ **(office to confirm)** is due at least one week prior to the scheduled activity. I do further acknowledge that the right of the Applicant to the use of the property and/or facilities as aforesaid may be revoked at any time for violation by the Applicant, independent contractor, guests or invitees of any rule, regulation or policy governing the use of the Brickshire Community Association, Inc. property.

Signature: _____ Date: _____

Return completed application to npappas@evernest.co

(Office Use Only) Date of Deposit: _____ Rental Fee Received: _____ Assessments Paid: _____

Brickshire Community Association, Inc.
Board of Directors
Policy Resolution 2024-1

WHEREAS, all Owners of Lots in Brickshire are Members of the Brickshire Community Association, Inc. (Owners and Members collectively referred to in this Resolution as “Members”); and

WHEREAS, the Association and all Members are subject to the provisions of Virginia’s Property Owners’ Act and Virginia’s Nonstock Corporation Act; and

WHEREAS, The Declaration Of Covenants, Conditions, and Restrictions for the Brickshire Community Association in Article 10, Section 10.2 states, :the Board may, from time to time, without the consent of the Members, promulgate, modify or delete rules and regulations applicable to the property such as use of common areas; and

WHEREAS, the Board of Directors wished to ensure the safety and welfare of its members, and safeguard the common areas of the community;

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Brickshire Community Association, Inc. (“Board”) does hereby replace Policy Resolution 2014-1, in all regards, with adoption of Policy Resolution 2024-1, pertaining to the private rental of the Owners’ Clubhouse located at 11010 Kentland Trail, Providence Forge, VA, 23140.

1. Only Brickshire residents and Members may reserve the Owners’ Clubhouse.
2. Member must be current on all homeowners’ assessments and must not have any current violations on their property.
3. The following procedure for reserving the Owners’ Clubhouse must be observed:
 - a. A completed application (Exhibit A) and refundable security deposit as outline in the Brickshire Community Association Fee Schedule (Exhibit B) must be provided to, and accepted by, the Brickshire Community Association Office in order to confirm your reservation.
 - b. The base rental period shall extend for a period of up to six (6) consecutive hours. For any rental application timeframe extending longer than this base time period, an additional rental fee will be required for each additional hour, or fraction thereof, at the per additional hour fee listed in the Brickshire Community Association Fee Schedule (Exhibit B).
 - c. The total number of guests included in the base rate is 25. Guests in excess of 25 increase the rental rate in accordance with the Brickshire Community Association Fee Schedule (Exhibit B).
 - d. Cancellations must be made in writing at least one week prior to the event in order to receive a security deposit refund.
 - e. The full rental fee in effect at the time of the application must be paid at least one week prior to the scheduled event. If the full rental fee is not received by that time, the reservation will be canceled and the security deposit forfeited. Rental fees should be dropped off or mailed to the Brickshire Community Association Office, or made online through the Owner’s account portal. This rental fee is in addition to the security deposit.

- f. A member of the Association or staff may conduct a walkthrough prior to the start of the scheduled event, accompanied by the renter if requested. It is important that any damage existing at the facility is noted by the person renting the facility and confirmed with Association management in writing prior to the scheduled event. This can be done by the renter through email to the Association management with photos attached, prior to the start of the scheduled event.
 - g. Deposit refunds, if applicable, will be returned in the following manner: Deposits paid by check can be picked up in the Association office or renter can request management shred the deposit check. Online deposit payments can be refunded via check mailed to the renter within 10 business days or applied as a credit to the Member's assessment account.
4. There is a midnight curfew on all scheduled activities. The Board may consider exceptions to this curfew on an individual basis.
5. The person reserving the Owner's Clubhouse accepts full responsibility for the facility and the conduct of all guests.
6. The person reserving the facility is responsible for removal of all trash and ensuring that the facility is returned to its original condition. Damages or failure to return the facility to its original condition will result in the forfeiture of the security deposit. If damages exceed the amount of the security deposit, estimates of the cost to repair the damage or to return the facility to its original condition will be reviewed by the Board, and the Member renting the facility will be billed accordingly.
7. Open containers or bags, including ice, shall not be stored in the refrigerator, freezer, or drink coolers beyond the date/time of the event.
8. The Member reserving the facility is responsible for all set up of the area and for returning all furniture and equipment to its original position, to include returning any folding tables and chairs to the storage closet, at the close of their event. No furniture, to include folding chairs and tables, may be removed from the Owners' Clubhouse for any reason.
9. Decorations must not cause damage to the walls, floors, ceiling, or furniture. The use of tape, tacks, glue, nails, velcro strips (Command type), or any other type of adhesive to hang decorations is not permitted under any circumstances.
10. Association owned electronics, screens, or other presentation equipment are not available for use by renters, with the exception of the television and wifi network.
11. Every effort will be made for equipment, appliances, and accessories, to include folding tables/chairs and wifi, to be available and in working order; however, there is no guarantee of availability and/or functionality.
12. All efforts should be made by the renter to limit any activity that may cause a disturbance to nearby homes, to include loud music (live or recorded) or boisterous conduct on the deck or surrounding outdoor areas. Activities of this nature after 10pm are expressly prohibited.

13. The Brickshire Board of Directors may deny the use of the Owners' Clubhouse and other community facilities at its discretion.

IN WITNESS WHEREOF the Board of Directors of the Brickshire Community Association, Inc. have set their hands on this 27 day of February, 2024.



Deborah Richards, President



Judy Schwartz, Vice President



Brian Keena, Treasurer

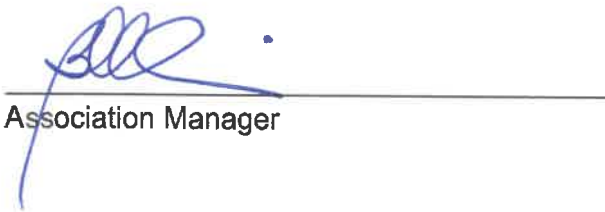


Kathy Douglas, Secretary



Bob Beardsley, Director

I hereby affirm that Policy Resolution 2024-1 was distributed to all Brickshire Community Association members on 1st day of March, 2024.



Association Manager

3-1-24
Date

BRICKSHIRE COMMUNITY ASSOCIATION
Fee Schedule
(Effective 2023)

Fee Type/Description	Amount	Frequency	Explanation
Architectural Review			
New Home Plan Review	\$1,500	One-Time	Cost to review new home submittal
Builder's Bond	\$8,000	One-Time	To ensure compliance of Design Standards
House Addition	\$150	Per Submittal	Required for each occurrence
Accessory Structure Property Improvement	\$50	Per Submittal	Required for each occurrence
Landscaping; external property upgrades	No Charge		
Association Fees			
Annual Assessment Dues	\$1,044	Semi-Annually	Payable by two installments of \$522- January 1 and July 1
Late Fees	\$25	Quarterly	Accrued each quarter on ANY unpaid balance
Return Check Fee	\$25	Per Occurrence	Accrued for each returned check
Debt Collection Administration Fee	\$30	Per Submittal	Fee that is remanded to collection attorney
Capital Contribution	\$167	Per Closing	One-time fee charged which property moves from Builder-owned to first home buyer
New Owner Amenity Fee	\$2,088	Per Closing	Twice the total amount of annual association dues. 1st Amendment to the Declaration & CCR's - Section 8.13
Resale Disclosure Documents	\$264	Per Request	Fee charged for production of Resale Documents and closing inspection
	\$59	Per Request	New Owner Account Set Up Fee
Document Inspection/Reproduction Fees			
Labor cost to respond to Member's Records Request	\$30	Per Hour	Charged per quarter hour or part thereof
Copies of Documents	\$0.10	Per page	Up to 20 pages max
Facility Rentals/Purchase			
Clubhouse Rental	\$150	Per 6 Hour Block	Per 1-25 Guests
	\$180	Per 6 Hour Block	Per 26-50 Guests
	\$210	Per 6 Hour Block	Per 51+ Guests
	\$25	Per Hour	Event held beyond the six-hour block
Clubhouse Security Deposit	\$50	Refundable	Refunded upon return of completed checklist within one business day of scheduled event
Access Card	\$20	Per Card	Card access to Owner's Clubhouse, Activities Building and Pool Gate, must submit waiver/form to office
RV Storage Facility	\$600	Annually	Cost to rent space in Storage Lot; Billed January 1 Email: BrickshireRV@gmail.com to get on waitlist

CLEAN-UP REQUIREMENTS

Thank you for renting the Brickshire Owner's Clubhouse for your private event. Please complete the checklist below and return it to the management office no later than one business day after your event. Should you fail to return the completed checklist, the security deposit will not be refunded. If you would like to drop off the form outside of the office hours, you may leave the completed form in the drop-box outside of the office door.

Security deposits will be returned upon a successful post event inspection that finds the Owner's Clubhouse clean and in good order. Reminder, once the clean-up is completed, please initial each item, sign and date the completed form.

	Tables	Wipe surfaces, push chairs under tables and store away any folding tables and chairs.
	Countertops	Wipe surfaces.
	Floors	Sweep and mop if necessary. Broom and Swiffer can be found in the utility closet across from the bathroom.
	Refrigerator	Do not leave food or beverages behind. Wipe surfaces.
	Ice Machine	Be certain the scoop is not buried beneath the ice. (Ice machine currently unavailable)
	Dishwasher	Wash dishes that were used and put away all dishes. Do not leave dirty dishes to be cleaned by others.
	Microwave	Wipe surfaces inside and out.
	Oven/Stovetop	Wipe surfaces inside and out. If there is any spillage in the oven, please clean up after use.
	Trash	Empty all trash and place it in the bin outside located by the generator.
	Decorations	Remove all decorations - including signs/balloons used outside to direct guests to your event. Decorations are not to be taped to the wall.
	Bathrooms	Wipe down counters and clean any accidents.
	Furniture	Return furniture to its original position.

I _____ (print name), certify that the above items have been cleaned after my event at the Owner's Clubhouse.

(Signature)

(Date)

Please leave the Clubhouse in good, clean order for those who next utilize this facility. Please document any findings before the event, should find any of the above out of place. Please leave the clubhouse in better shape than you found it and report any concerns to management at 804-966-1599 or by email at NPappas@Evernest.co