EXHIBIT A

BRICKSHIRE COMMUNITY ASSOCIATION INC. <u>APPLICATION TO RENT BRICKSHIRE OWNERS' CLUBHOUSE</u> <u>APPLICANT INFORMATION</u>

| NAME: | | | |
|---|---|--|---|
| PHONE: | EMAIL: | | |
| ADDRESS: | | | |
| DATE(S) OF ACTIVITY: | | | |
| FROM: | | (am/pm) TO: | (am/pm) |
| DESCRIPTION OF ACTIVITY: | | | |
| NUMBER OF GUESTS: | | | |
| WILL THE ACTIVITY BE EXCLU | SIVELY FOR BRICKSHIR | E RESIDENTS? | |
| I, the undersigned, do hereby acknown Guidelines/Policy Resolutions estable conform to all conditions, limitations regulations governing the use of Brithat failure to comply with the Clubh covenant enforcement procedures a Association harmless from all person Owner's Clubhouse. | lished by Brickshire Commun and responsibilities set forth t ckshire Community Associatio ouse Rules and Regulations v t the Board of Director's discre | understand the Rules a ity Association, Inc. and by same, and to enforce on property and facilities will subject me to the Assetion. I agree to indemn | d do agree to e all rules and s. I understand ssociation's |
| 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 jessi | ca.fogo@fsresidential.com | | |
| (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 2023-1, 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.
- There is a midnight curfew on all scheduled activities. The Board may consider exceptions to this curfew on an individual basis.
- 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.
- 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.

IN WITNESS WHEREOF the Board of Directors of the Brickshire Community Association, Inc. have set their hands on this 27 day of Political Society and Polit

13. The Brickshire Board of Directors may deny the use of the Owners' Clubhouse and other

community facilities at its discretion.

BRICKSHIRE COMMUNITY ASSOCIATION Fee Schedule (Effective 12.2.2024)

| | | (Ellective 12.2.2 | |
|--|-----------|---------------------|--|
| Fee Type/Description | Amount | Frequency | Explanation |
| | | Architectural Re | |
| New Home Plan Review | \$1500 | 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 Fe | Pes |
| Annual Assessment Dues | \$1,072 | Semi-Annually | Payable by two installments of \$536- 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 | \$2,144 | 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 |
| | Documen | t Inspection/Rep | production 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 |
| | Facil | ity Rentals/Purch | ase |
| | \$200 | Per 6 Hour Block | Per 1-25 Guests |
| Clubhouse Rental | \$230 | Per 6 Hour Block | Per 26-50 Guests |
| | \$260 | 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. |

| Owner's Clubhouse. | (print name), certify that th | the above items have been cleaned after my event at the |
|--------------------|-------------------------------|---|
| (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 you find any of the above out of place. Please leave the clubhouse in better shape than you found it and report any concerts to management at 804-966-1599 or by email at jessica.fogo@fsresidential.com



Brickshire Owners Club Notice and Agreement

| Please do not tape or tack anything to the | e walls in decorating for your event. |
|--|---|
| be used in the Brickshire Owners Club at | gns will result in forfeiture of my deposit and I |
| Please plan your event accordingly. | |
| Print Name:Signature: | |
| Thank you for your attention and coopera | |
| Brickshire Owners Association | |