



**KINGSTOWNE RESIDENTIAL OWNERS CORPORATION**

**POLICY RESOLUTION NO. 9  
Use of Lots, Living Units, and Common Areas**

**WHEREAS**, Article III, Section 3(b) of the Declaration of Covenants and Restrictions of the Kingstowne Residential Owners Corporation states that “the Board of Trustees shall have all powers for the conduct of the affairs of the Residential Corporation which are provided by law or the Founding Documents and which are not specifically reserved to Member or Declarant in the Founding Documents.” and

**WHEREAS**, Article VI, Sections 8(c) and (d) of the Bylaws of the Kingstowne Residential Owners Corporation stipulate that it shall be the duty of the Board to:

“Adopt and follow procedures for adoption and publication of Board Resolutions to be included in the Book of Regulations, including the provision for hearing and notice to Member” and

“Adopt and publish rules and regulations, including fees, if any, governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon, and include these in the Book of Regulations”.

**WHEREAS**, the Board deems it necessary and desirable to establish certain general Rules and Regulations for the use of the Lots, Living Units, and Common Areas:

**NOW, THEREFORE, BE IT RESOLVED THAT** the following be adopted:

**I. USE OF LOTS AND LIVING UNITS**

- a. All Living Units are to be used for residential purposes only. Home professional offices ancillary to other primary offices may be maintained only in accordance with the provisions and requirements of Fairfax County law.
- b. No Lots or Living Units shall be further subdivided, conveyed, transferred, or separated into smaller lots by any owner.
- c. All trash receptacles shall be removed from the streets, walkways, or exterior portions of the Lots following pick-up on the day of the scheduled trash removal. Trash receptacle may be put out for pick-up no earlier than the evening before the day of the scheduled removal.
- d. Trash, leaves, and other articles may not be burned on the Lots or Common Areas.
- e. Accumulation or storage of building materials, litter, refuse, bulk materials, or trash of any kind may not be placed upon any Lot. Owners that are doing alterations or work to their property, as approved by the Architectural Review Committee, may store a limited amount of materials in the rear portion of their Lot providing that these materials remain on the Lot only for the duration of the approved construction period.

**II. TRANSFERS AND LEASES**

Owners may transfer or lease their homes subject to the following requirements:

- a. No single-family, duplex, townhome or condominium Living Unit shall be rented for any period of less than 6 months. This restriction shall not apply to multi-family units intended for use as rental housing.
- b. Amenity privileges will be given to the owner or their tenant. Both cannot have privileges concurrently.
- c. Owners may use any legal lease as long as the lease shall provide the right of the Lessee to use and occupy the Lot and Living Unit subject and subordinate in all respects to the provisions of the Articles of Incorporation, Declaration, Bylaws and the Book of Regulations. The legal written lease should note the name of the responsible paying party and anyone 18 years old and older permanently residing at the Living Unit, for purposes of obtaining access to the amenities.
- d. A legal written lease or addendum to original lease on file, shall be signed by all parties and provide the Owner's name and address, starting and ending date, rent due, and other standard conditions.
- e. An Owner of a single-family, duplex, townhome or condominium unit who leases his or her Lot or Living Unit shall, promptly following the execution of any such lease shall forward a written conformed copy thereof to the Corporation at least 10 days prior to occupancy by the Lessee. The Corporation must be notified in writing of any continuation, extension, renewal or termination of the lease by forwarding a conformed written copy at least 15 days prior thereto. This provision shall not be applicable for multi-family rental units.
- f. Any sale or lease of any Lot and Living Unit must conform fully to applicable local laws and ordinance.

### **III. OWNER RESPONSIBILITIES**

- a. If an Owner leases his or her Lot or Living Unit, the Corporation will assume the Owner has transferred the following Membership Privileges to the tenant, as referenced in Policy Resolution No. 28:
  - i. The right to lease the community centers for private events,
  - ii. the right to use the swimming pools during the pool season,
  - iii. the right to use the fitness centers,
  - iv. the right to use the tennis courts and all other recreational facilities, and
  - v. the right to attend member activities.
- b. In such event, the Owner shall bear legal responsibility for ensuring all Membership Privileges are exercised in accordance with the applicable Rules and Regulations.
- c. If an Owner does not want to transfer these Membership Privileges or bear legal responsibility for ensuring all Membership Privileges are exercised in accordance with the applicable Rules and Regulations, the Owner must notify the Corporation in writing. The Corporation will then deny the Lessee with the right to exercise the Membership Privileges expressed above and reserve those Privileges for the Owner.
- d. The written notice shall be sent to the following address:

Board of Trustees  
 Kingstowne Residential Owners Corporation  
 c/o General Manager  
 6090 Kingstowne Village Parkway

Kingstowne, VA 22315

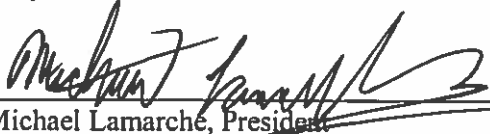
**IV. USE OF COMMON AREAS**

Common Area shall mean and refer to all real property owned or leased by the Corporation for the use and enjoyment of the Members, including the amenities, as defined in the Declaration of Covenants and Restrictions.

- a. The Common Areas shall be used only for the purposes intended. Storage of any type is prohibited on the Common Areas. Pedestrian and vehicular ways shall not be obstructed.
- b. No motorized vehicles shall be operated on Common Area open spaces except for those vehicles used by the Corporation for maintenance purposes.
- c. Owners shall not place litter or debris on any Common Areas.

EFFECTIVE DATE OF RESOLUTION

The policy was approved on this 2nd day of Mar 2022 by the Kingstowne Residential Owners Corporation Board of Trustees.

  
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Michael Lamarche, President  
Board of Trustees  
Kingstowne Residential Owners Corporation

<b>Policy Name</b>	<b>Number</b>	<b>Approved</b>	<b>Revised</b>
Use of Lots, Living Units, and Common Areas	9	March 2, 2022	
Use of Lots, Living Units, and Common Areas	9	August 17, 1987	