

**Prosperity Heights Homeowners Association, Inc.**  
**RESOLUTION NO. 2016-0915-WEB**

**WEBSITE BLOG/MESSAGE BOARD POLICY**  
**(Establishing Guidelines and Procedures for the**  
**Association Website Blog/ Message Board)**

**WHEREAS**, Article IV, Section 1 (g) of the By-laws of Prosperity Heights Homeowners Association, Inc. ("By-laws") provides that the Board of Directors ("Board") shall exercise all the powers for The Prosperity Heights Association Inc. ("Association") except such as are, by the laws of Virginia, the Articles of Incorporation, the Declaration or these Bylaws, conferred upon or reserved to the Members; and

**WHEREAS**, the Prosperity Heights Association website for its Blog/Message Board( website URL here) ("Website") is the primary means of communication information from the Board of Directors to residents and promotes the recreation, health, safety, and welfare of residents in the Association; and

**WHEREAS**, for the benefit and protection of the Association and its Members, the Board deems it necessary and desirable to establish a policy establishing guidelines and procedures for the Association Website Blog/ Message Board; and

**WHEREAS**, all postings become the property of Prosperity Heights, and once posted, no intellectual property rights can be asserted to the materials, nor any other property or possessory rights of the party posting the material, and the Board of Directors has all control over the continued posting of the material; and

**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors of Prosperity Heights hereby adopts the following Website Blog/ Message Board Policy:

**ARTICLE I**

**Form and Content of Website**

**Section 1.** The Board of Directors, or its designee, shall have sole responsibility for determining the form, content, publication and policies of the Website Blog/ Message Board.

**Section 2.** The Board of Directors, from time to time, may establish guidelines for the types, format, and sizes of content to be accepted.

**Section 3.** The Board of Directors, or its designee, shall have sole discretion in the location of placement of the content on the Website Blog/ Message Board.

**Section 4.** The Board of Directors may delegate user account maintenance and content control of the Website Blog/ Message Board to the Webmaster, at is discretion.

**Section 5.** The Board is the sole arbiter of when information or materials posted to the Website violate intellectual property laws, that are obscene, pornographic, defamatory, violent, harassing, or that otherwise violates applicable laws or community standards or that are objectionable as determined by the Board or is libelous or otherwise illegal.

## **ARTICLE II**

### **MEMBER AREA TERMS OF USE**

All pages shall be marked with the following paragraph:

“Accessing or otherwise using this website indicates express consent to the terms and conditions governing this website. Reproduction in whole or part is not permitted without the express, written consent of the Board. The contents of this site are believed accurate, but accuracy is not guaranteed. This is the Association’s only official web site. Please click here to review additional terms and conditions governing the use of this website.”

### **POSTINGS**

All postings become the property of Prosperity Heights, and once posted, no intellectual property rights can be asserted to the materials, nor any other property or possessory rights of the party posting the material, and the Board of Directors has all control over the continued posting of the material. The Board is under no obligation to remove the posts, unless they are posts that require removal under the published Website Terms of Use policy as “...information or materials that violate intellectual property laws, that are obscene, pornographic, defamatory, violent, harassing, or that otherwise violates applicable laws or community standards or that are objectionable as determined by the Board of Directors.”

### **DEFAMATORY OR OTHERWISE OFFENSIVE CONTENT**

In no event will the Association be liable and you, the member, agree to hold the Association harmless for any damages, losses, or causes of action, including defamation, libel, slander and any other tort action, arising out of any content posted on this website by any person, including a member of the Association and any other third party. If any person posts any content on this

website that, in the sole judgment of the Board or its delegate, is information or material that violates intellectual property laws, that are obscene, pornographic, defamatory, violent, harassing, or that otherwise violates applicable laws or community standards, or that are objectionable as determined by the Board, or is libelous or otherwise illegal, the Board reserves the right to remove such content and shall immediately deactivate the user from use of the site for a period of 30 days. After thirty (30) days, the user may petition the Board of Directors in writing for restoration of the user's privileges. The Board of Directors has the exclusive right to decide whether to reactivate a user's account. In the event the user violates this policy a second time, the Board reserves the right to remove such content and shall deactivate the user from use of the site for a period of one (1) year.

#### LEGAL DISCLAIMER

Material contained in the Association website is for information purposes only. Due to the technical and security risks inherent on the Internet, and because the document you access may differ from the original depending on your browser software, the information set out in this website should not be used for the purpose of making decisions with respect to the Association. Formal notices and other communications with the Board or Association required or allowed by the Declaration of Covenants, Conditions and Restrictions or Bylaws should be made in writing to the Association at its official address. While the Association has attempted to maintain current and accurate information on the website, such accuracy is not guaranteed.

#### DISCLAIMER OF WARRANTIES

The information, material and software algorithms contained in this website or which may be downloaded from this website, including text, graphics and hyperlinks, are provided "as is" and "as available". The Association does not warrant, guarantee or otherwise endorse any particular product, vendor or service which may be advertised on the Association website. The information and material contained on this website is believed to be accurate and complete at the time of posting. Although the Association attempts to ensure that all information and material remain current and accurate, the Association does not warrant its accuracy, completeness, and currency at all times. In addition, the Association does not warrant the accuracy, adequacy or completeness or software algorithms and expressly disclaims liability for error or omission in any software algorithms.

No warranty of any kind, implied, express or statutory, including but not limited to warranties as to non-infringement of intellectual property rights, or third party rights, title, latent defects, uninterrupted service, merchantability, fitness for a particular purpose and freedom from computer viruses, is given in conjunction with the information, materials and software algorithms.

### EXCLUSION OF LIABILITY

In no event will the Association be liable and you agree to hold the Association harmless for any damages, including without limitation, direct or indirect, special incidental, moral or consequential damages, loss of profits, opportunities or information or for expenses arising in connection with this website, with any software algorithms available thereon nor with any hyperlinked website or for use thereof or inability to use by interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if the Association is advised of the possibility of such damages, losses or expenses. Software algorithms made available and hyperlinks to other Internet resources are at your own risk. The content, accuracy, opinions expressed on this website or any other links provided by these software algorithms and resources are not investigated, verified, monitored, or endorsed by the Association.

### COPYRIGHT AND TRADEMARKS

All material found in the pages of this website is protected under the copyright laws of United States and of other countries. Certain names, words, titles, phrases, logos, icons, graphics or designs in the pages of this website may constitute trade names, trademarks or service marks of the Association, if any, or the use of which may have been licensed to them. The display of trademarks, trade names or service marks on pages at this website does not imply that a license of any kind has been granted to anyone else. Any unauthorized downloading, retransmission, republication or other copying or modification of material posted on this website, including trademarks, trade names, and service marks, may violate federal, provincial, common or civil law trademark law and copyright law, and result in legal action.

### LINKS TO THIRD-PARTY WEBSITES

The Association does not control any third-party website and is therefore not responsible for the content of any linked website or any link contained in a linked website. The Association provides such links only as a convenience and the inclusion of any link does not imply endorsement, investigation or verification by the Association of the linked website or information contained therein.

## INTERNET E-MAIL

The Internet is not yet a fully secure medium, and therefore confidentiality and privacy cannot be ensured. Association will not be liable for any damages resulting from the transmission of confidential, libelous, defamatory or personal information.

## **ARTICLE III**

### USER ACCOUNT

Owners and tenants may have multiple individual accounts for the same property address. A parcel/household is defined as the actual commercial business, commercial owner, retail business, retail owner, or residential owner located within the Association, or if the owner is an off-site owner, then the registered address of the Owner would also be a parcel/household. Accordingly, an Owner with tenants in the Lot would use his or her registered address as an Owner's parcel/household account and the tenants could register as users from the physical address of the parcel/household within the Association. A user is defined as any person with a registered account (homeowner or tenant) with the website.

Members of the Board or a committee may have a separate user account from other members of the parcel/households. If a Board or Committee Member does not set up a separate user account and that member terminates membership on the Board or committee, then that user account will be deactivated. The member will need to re-register with the website to set up a user account.

## **ARTICLE IV**

### PERSONAL INFORMATION

Any user of the website shall be prohibited from posting another resident's address or phone number on the website without express written consent from that resident.

## **ARTICLE V**

### PERMISSION TO USE

By confirming User's account on the Website through the Website registration process, User agrees to the Website Use Agreement and is granted permission to use the Website for its intended purposes.

Users agree not to post any information or materials that violate intellectual property laws, that are obscene, pornographic, defamatory, violent, harass or that otherwise violate applicable laws or community standards, or that are objectionable as determined by the Board of Directors.

The Association has no obligation to store or maintain any information provided by or on behalf of User.

The Association may cancel the User's permission to use all or any part of the Website at any time for any reason in the sole discretion of the Board of Directors. This cancellation shall become effective after appropriate due process is given as set forth in Article VI.

The Association may limit User's access to any part or the entire Website at anytime for any reason in the sole discretion of the Board of Directors. This limitation shall become effective after appropriate due process is given as set forth in Article VI.

## **ARTICLE VI**

### **REVOCATION OF USE & DUE PROCESS HEARING**

The Board or its delegate, reserves the right to remove content that is offensive, defamatory, libelous or otherwise illegal and shall deactivate all user accounts at the property address from use of the site for a period of 30 days.

1. After thirty (30) days, User may petition the Board of Directors in writing for restoration of the User's privileges with the website.
2. The Board of Directors has the exclusive right to decide whether to reactivate a user's account.
3. In the event the user violates this policy a second time, or in the event the violation is deemed offensive to the community standards, the Board reserves the right to remove such content and shall deactivate identified User accounts at the property address from use of the site for a period of one (1) year, after conducting a Due Process Hearing as set forth in this Article VI.
4. **Notice.** When a hearing is requested by any User in writing by or before the deadline, or on the Board's own motion, the Board shall set the time, date and place of the hearing at its discretion. Written notice of the time, date and place of the hearing shall:

(a) Be delivered to the User by hand or mailed by registered or certified mail, return receipt requested, at his/her address listed in the Association's records, and to the property address, if the User's listed address is different from the property address;

(b) Be hand delivered at least 14 days prior to the hearing date or if mailed, it shall be mailed at least seventeen (17) days prior to the hearing date to effectuate receipt at least fourteen (14) days in advance of the hearing date;

(c) Inform the User of the potential sanctions, as well as costs recoverable by the Association for the revocation and hearing process.

(d) Such notice shall advise the User of the User's right to be represented by counsel, and of the date by which the alleged offender must, by written notification to the Association's Managing Agent, confirm the intention to attend the hearing or make a request for the hearing to be conducted on a date other than as specified in the notice. This request may be granted if reasonable and satisfactory justification for rescheduling the hearing is presented. The Board shall set all hearing dates at its discretion.

(e) When no response is received by the Association from the alleged offender by the hearing confirmation date, or the User confirms attendance but fails to attend the hearing without providing reasonable and satisfactory explanation, the Board may impose sanctions in the absence of the alleged offender.

5. **Hearing Procedure:** At the hearing, the Board shall provide the User at the parcel/household address with a reasonable amount of time to be heard and to present information which bears on the alleged violation. The User may have counsel present at the hearing. The hearing may be convened in open or executive session at the determination of the Board and shall be conducted in accordance with such rules as the Board deems appropriate. When the User exercises his or her right to a hearing, the User has a right to present evidence, present and cross-examine witnesses, and a general right to be heard.

6. **Decision/Notice of Results:** Following the hearing, the Board shall meet in Executive session to discuss the hearing testimony; upon the determination that satisfactory proof of the alleged violation or a defense to the alleged violation was presented, the Board shall move to Open session to vote on the matter. The determination of the Board in open session shall include whether sanctions, and any costs should be imposed and/or privileges should be suspended.

Notice of the hearing results shall:

(a) Be delivered to each User at the property address by hand or mailed by registered or certified mail, return receipt requested, at his/her address listed in the Association's records, and to the property address, if the User's listed address is different from the property address;

(b) Be sent within seven (7) days of the date of the hearing or such other period allowed by the Act.

**ARTICLE VII**

OTHER REMEDIES

The procedures outlined in this Resolution may be applied to all violations of the governing documents, but do not preclude or in any way limit the Association from exercising, at any time, other enforcement procedures and remedies authorized by the Association's governing documents or law, including, but not limited to, the initiation of lawsuits, as well as the suspension of owner rights and privileges. The Board reserves the power to assign all of its powers and responsibilities herein to a standing or special committee of its choice or to its Manager or Managing Agent.

**ARTICLE VIII**

WEBSITE NOTICE

The Association's Website Blog/ Message Board is the primary means of notification to the Owners of general information, including notice of Association and committee meetings, and changes to governing documents.

EFFECTIVE this \_\_<sup>th</sup> day of \_\_\_\_\_ 2020

Prosperity Heights Homeowners Association, Inc.

By: \_\_\_\_\_  
Steve Boveri, President

ATTEST:

I, Andrew Frank, Secretary for Prosperity Heights Homeowners Association, Inc., hereby attest that the foregoing Policy Resolution was adopted at a properly held meeting of the Board of Directors on the \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Andrew Frank, Secretary



**CERTIFICATION OF DISTRIBUTION OF ADOPTED POLICY RESOLUTION**

I hereby certify that a copy of the foregoing Policy Resolution, No. 2020-0915-WEB, was  
\_\_\_\_ (1) mailed to all owners of record or  
\_\_\_\_ (2) was posted to the community website with notice of the posting by separate  
communication to the Members.

My certification of these acts is as of this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Andrew Frank, Secretary

**PROSPERITY HEIGHTS HOMEOWNERS ASSOCIATION, INC.**

**RESOLUTIONS ACTION RECORD**

Resolution Type \_\_\_\_\_ Policy \_\_\_\_\_ No. 2020-0915-WEB

Pertaining to: Establishing guidelines and procedures for the Association website

Duly adopted \_\_\_\_\_ the Board of Directors of Prosperity Heights Homeowners Association, Inc.,

held this \_\_\_\_\_ Day of \_\_\_\_\_, 2020

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

<b>OFFICER</b>	<b>TITLE</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<b>Steve Boveri</b>	<b>President</b>				
<b>Rich Cober</b>	<b>Vice President</b>				
<b>Andrew Frank</b>	<b>Secretary</b>				
<b>Keith Fulk</b>	<b>Treasurer</b>				
<b>Jeff Allen</b>	<b>Director</b>				
<b>Monica Duggal</b>	<b>Director</b>				
<b>Kaye Lee</b>	<b>Director</b>				
<b>Milena Santoro</b>	<b>Director</b>				
<b>Mark Westerfield</b>	<b>Director</b>				

ATTEST:

\_\_\_\_\_  
Andrew Frank, Secretary

\_\_\_\_\_  
Date

EFFECTIVE: \_\_<sup>th</sup> day of \_\_\_\_\_ 2020

