

SOUTH RIDING PROPRIETARY

POLICY RESOLUTION P2002-1

Website Use Policies

WHEREAS, Article 4, Section 4.1 of the South Riding Proprietary Bylaws (hereinafter "Association" and "Bylaws" respectively) provide that the Board of Directors ("Board") shall manage the business and affairs of the Association and furthermore that the Board 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 required to be done by the Owners; and

WHEREAS, Article 4, Section 4.1 (4) of the Bylaws empowers the Board to adopt and amend reasonable Rules and Regulations not inconsistent with the Association Documents; and

WHEREAS, Article 7, Section 7.2 of the Bylaws empowers the Board to create and abolish from time to time such committees consisting of two or more persons to aid in the administration of the affairs of the Association, and to prescribe the duties of such committees; and

WHEREAS, in 1999 the Board established a Website Committee to establish a website for use by the Association in providing Association information to the residents; and

WHEREAS, as the functions and scope of the website have changed since its inception and the Board has recognized that there is a desire by the residents and others for expanded use of the website, the Board acknowledges the need for reasonable Rules and Regulations governing the use of the website.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board establishes the following rules, regulations and policies concerning the use of the Association website.

Definitions

Terms used throughout this Resolution shall have the meanings defined herein, and if not so defined then as defined in the Association Declaration, Bylaws or Articles of Incorporation.

Introduction

This section of the website contains agreements and policies for the South Riding Proprietary's websites, southriding.net and southriding.org, as well as any other derivative domain names that refer to the same logical website. These include:

1. User Agreement - This is the basic governing policy for users of the website. It governs the overall usage of this website, and statements addressing copyright, damage and liability waiver, and disclaimer.
2. Privacy Policy - This is the overall statement on what information the Proprietary may now or in the future collect via this website, and how it uses that information and what it does with it. Note that the Proprietary may not be collecting some of the information detailed in this policy currently, but the Proprietary foresees that it may be doing so in the future as new features are added to this website.
3. Groups Policy - This policy guides how the Proprietary makes decisions about posting information on the website about non-Proprietary affiliated groups. This policy provides guidance and direction, allowing the Proprietary to provide information about a wide range of topics, groups, and activities of benefit and interest to South Riding residents, while at the same time providing for the necessary controls needed by the Proprietary to maintain the website. Some examples of groups that would be covered by this policy include: the Swim Team, Prime Timers, Cub Scouts, sports teams, Loudoun County Government, schools, Neighbors for Education, political candidates, businesses, and churches in and around South Riding.
4. Letters to the Editor Policy - This policy guides how the Proprietary makes decisions about posting "Letters to the Editor" from residents and interested parties. Intended to function in much the same way as newspaper Letters to the Editor sections, this policy provides guidance and direction for how and under what circumstances the Proprietary will accept Letters to the Editor for publication.

WEBSITE USER AGREEMENT

PLEASE READ USER AGREEMENT (amended as of March 20, 2002) BEFORE USING THIS SERVICE. BY CONTINUING TO USE THIS SOUTHRIDING.NET OR SOUTHRIDING.ORG, YOU AGREE TO ABIDE BY THE CONDITIONS OF THIS AGREEMENT.

WEBSITE USER AGREEMENT

© 2002 South Riding Proprietary. All Rights Reserved.

1. Welcome to southriding.net/southriding.org (collectively, the Service). By using this Service, you agree to be bound by all of the terms of this Agreement. The Service is currently free to all users. The South Riding Proprietary (Proprietary) Board of Directors (Board) reserves the right to change the terms of this Agreement or to modify any features of this Service at any time within the scope of its authority. By registering for this Service and/or continuing to use this Service after the posting of Notices regarding such authorized changes, you agree to be bound by such changes.
2. This Service (including, but not limited to text, photographs, graphics, video and audio content) is protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries. All individual articles, content and other elements comprising this Service are also copyrighted works. You must abide by all additional copyright notices or restrictions contained in this Service. By posting content on the Service, a user is giving the Proprietary the unrestricted right to display such content on the Service and its affiliated publications and to use such content for any purposes the Proprietary deems useful.
3. (a) Except for content you have posted on the Service, or unless expressly permitted, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any part of this Service, except that you may download material from this Service for your own personal use as follows: you may make one machine readable copy and/or one print copy that is limited to occasional articles of personal and non-commercial interest only. Without limiting the generality of the foregoing, you may not distribute any part of this Service over any network, including a local area network, nor sell or offer it for sale. In addition, these files may not be used to construct any kind of database. You may not collect or store information about other users for commercial or unlawful purposes.
(b) This Service has been specially designed for presentation of content in a unique format and appearance to its users. The Proprietary is concerned about the integrity of its Service when it is viewed in a setting created by a third party that includes advertising or other materials that are not authorized to be displayed with this Service. Without limiting the provisions of (3a), neither you nor any third party shall make use of the contents of the Service in any manner that constitutes an infringement of Proprietary's rights, including copyright.
(c) Just as the Proprietary requires users to respect its copyrights, and those of its affiliates and partners, the Proprietary respects the copyrights of others. If you believe in good faith that your copyrighted work has been reproduced on this site without authorization in a way that constitutes copyright infringement, you may notify the Proprietary's designated copyright agent either by mail to General Manager, South Riding Proprietary, 43055 Center Street, South Riding, VA 20152 or by e-mail. This contact information is only for suspected copyright infringement. Contact information for other matters is provided elsewhere on this site. Any personal information you provide in your email will be used only for purposes related to your email.
(d) You agree not to submit copyrighted material for publication on the Service.
4. Certain features of this website may require the user to create and register an account with the Service. You will be responsible for all charges incurred while your account is being used, if any, including charges for any goods or services. You agree to pay and be responsible for all costs and attorneys' fees, if any, related to the Proprietary's collection of said charges. You are also responsible for all statements made or materials posted during your use of the Service,

including liability for harm caused by such statements or materials. You may not transfer, sell, or otherwise assign your rights or obligations under this Agreement. You may not impersonate any person or entity, including, but not limited to, a Proprietary official, employee, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.

5. You agree not to use the Proprietary website for any other purpose or in a defamatory, indecent, false, illegal, improper, unauthorized or infringing manner. You agree to comply fully with all relevant export control laws and regulations of the United States to ensure that no information or technical data is exported or re-exported directly or indirectly in violation of law.

6. (a) The Proprietary may choose to provide hyperlinks to websites that may be of interest to users. The Proprietary does not endorse and is not responsible for your access to or use of websites controlled by other parties. Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the Proprietary.

(b) The views and opinions of authors expressed herein do not necessarily state or reflect those of the Proprietary, and shall not be used for advertising or product endorsement purposes.

7. You agree to indemnify and hold harmless the Proprietary, its members, directors, officers, managers, employees, any subsidiaries and affiliates, volunteers, agents, and licensors, from and against all causes of action, losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. The Proprietary reserves the right to take over the exclusive defense of any claim for which it is entitled to indemnification under this Section. In such event, you shall provide the Proprietary with such cooperation as is reasonably requested by it.

8. Certain features will require the user to register and provide certain data. In consideration of use of these features, in registering and providing such data, you represent and warrant that the information you provide is true, accurate, current, and complete (apart from optional items) as required by various website registration forms. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Proprietary determines that such information is untrue, inaccurate, not current or incomplete, the Proprietary has the right to suspend or terminate your account and refuse any and all current or future use of the features.

9. You acknowledge and agree that the Proprietary may terminate your access to the website should you fail to comply with this User Agreement or any other guidelines and rules published by the Proprietary. Any such termination shall be in the Proprietary's sole discretion and may occur without prior notice, or any notice. The Proprietary further reserves the right to terminate any user's access to the website for any conduct that the Proprietary, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to the Proprietary, affiliates, business contractors, or to other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations. The Proprietary further reserves the right to terminate any user's access to the website for any reason or for no reason at all, in the Proprietary's sole discretion, without prior notice, or any notice.

10. This Service is available "as is." The Proprietary does not warrant that this Service will be uninterrupted or error-free. There may be delays, omissions, interruptions and inaccuracies in the news, information or other materials available through this Service. The Proprietary is not responsible for the availability or content of other services that may be linked to or from this Service. The Proprietary does not make any warranties, express or implied, including without limitation, those of merchantability and fitness for a particular purpose, with respect to this Service or any information or goods that are available or advertised or sold through this Service. The Proprietary does not make any representations, nor does it endorse the accuracy, completeness, timeliness or reliability of any advice, opinion, statement or other material or database displayed, uploaded or distributed in this Service or available through links in this Service. The Proprietary reserves the right to correct any errors or omissions in this Service. Although the Proprietary intends to take reasonable steps to prevent the introduction of viruses,

worms, "Trojan horses" or other destructive materials to this Service, the Proprietary does not guarantee or warrant that this Service or materials that may be downloaded from this Service do not contain such destructive features. IN NO EVENT WILL THE PROPRIETARY BE LIABLE FOR ANY CAUSES OF ACTION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM USE OR AN INABILITY TO USE THE PROPRIETARY WEB SITE OR ANY WEB SITE CONTENT, EVEN IF THE PROPRIETARY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If you rely on this Service and any materials available through this Service, you do so solely at your own risk.

11. The Proprietary, and its members, officers, directors, managers, employees, any subsidiaries and affiliates, volunteers, agents, or licensors are not liable for causes of action, incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including lost revenues or profits, loss of business or loss of data, in any way related to this Service or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in this Service (including without limitation as a result of breach of any warranty or other term of this Agreement).

12. If any clause of this Agreement shall be prohibited by or invalid under applicable law, such clause shall be deemed ineffective to the extent of such prohibition or invalidity and such clause shall be severed from the remainder of this Agreement without invalidating the remainder of any provision containing such clause or the remaining provisions of this Agreement.

13. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that the Proprietary may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the service(s) on the website, or upon notification to you by e-mail or United States mail. You agree to periodically review the website, including the current version of this Agreement available on the website, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing the Proprietary with notice. Notice of your termination will be effective on receipt and processing by the Proprietary. By continuing to use the website after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. The Proprietary is not bound by nor should you rely on any representation in information posted on the website of a general informational nature. No employee, contractor, agent or representative of the Proprietary is authorized to alter or amend the terms and conditions of this Agreement.

14. This Agreement shall be governed by the laws of the United States of America, Commonwealth of Virginia and the County of Loudoun, Virginia. Disputes concerning the Proprietary website or any website content will be governed by the laws of the Commonwealth of Virginia, without regard to any provision of Virginia law that would require or permit the application of the substantive law of any other jurisdiction. By use of this website you hereby expressly agree that if legal action is filed with regard to any aspect of the website or this Website User Agreement, said action shall be filed in Loudoun County, Virginia. BY CONTINUING TO USE THE WEBSITE, YOU AGREE TO ABIDE BY THE TERMS OF THIS AGREEMENT.

PRIVACY POLICY

The South Riding Proprietary (Proprietary) and southriding.net/org (the Service) are committed to bringing you information tailored to your individual needs. The Proprietary recognizes the importance of protecting the privacy of your personally identifiable information. In adopting this privacy policy, the Proprietary's intent is to balance its legitimate interests in collecting and using personally identifiable information and your reasonable expectations of privacy.

What personally identifiable information do I provide to the Service?

The website asks you to provide various types of personally identifiable information to enhance your experience on this site. During registration, the Service asks for information such as your name, e-mail address, street address, zip code, and country. The more information you provide, the better the Service is able to customize your experience. The Service may also ask you for other information at other times - such as when you submit an email through the site, answer a poll, answer a survey, submit suggestions, etc. See below about "cookies" and what other information is collected.

How does the Service and/or the Proprietary use my personally identifiable information?

The Proprietary's primary goal in collecting personally identifiable information is to provide you, the user, with a customized experience on this site. This includes personalization services, interactive communications, granting access to certain features and content on the Service, as well as other types of services, which are completely free to you. The Proprietary's policy is to not share personal information, such as names, addresses, phone numbers, or other personal data or identifying information with any parties outside of the Proprietary.

The Proprietary uses the personally identifiable information you provide in several ways. Some examples follow.

A user's personally identifiable information may be used by the Proprietary for its purposes such as to contact you directly. The Proprietary may also use the information provided by you to contact you with legal notices concerning the use of this web site, or to advise you of any material changes in this websites terms and conditions.

The Proprietary also does research on its users' demographics, interests and behavior based on the information you provide upon registration, as well as from server log files or from surveys. The Proprietary does this to better understand and serve its users. This research is compiled and analyzed on an aggregated, non-personally identifiable basis. The Proprietary may share this aggregated data with advertisers or other businesses.

Information obtained from you may be used by the Proprietary to provide you with certain important information, as the Proprietary deems appropriate and necessary. This information may be provided by email, telephone, regular mail or such other reasonable means the Proprietary may employ to make contact with you. Additionally the Proprietary may send out e-mails on selected subjects to users that have indicated an interest in receiving such information. You will only receive these special interest e-mails from the Proprietary consistent with your stated preferences. You can change your preferences at any time.

Do other companies or people have access to personally identifiable information I provide to the Proprietary?

When you are on an area of the website and are asked for personally identifiable information, you are providing that information to the Proprietary, or vendors providing contractual services

for the website (such as hosting vendors and list managers). The Proprietary's policy is that it will not transfer any personally identifiable information to any outside vendor, service, or entity.

The Proprietary does not control the privacy policies of its advertisers, if any, other sites or businesses to which the Service provides hyperlinks or access. Please visit the sites of these businesses to review their privacy policies.

Except as stated in this privacy policy or at the time of collection, a user's personally identifiable information will not be transferred to a party outside the Proprietary, unless notice is given and permission is granted by you at the time of collection or prior to transfer. The Proprietary may also disclose account information in special cases when the Proprietary has reason to believe that disclosing this information is necessary to identify, contact or bring legal action against a user who may be violating the Proprietary's User Agreement or may be causing injury to or interference with (either intentionally or unintentionally) the Proprietary's rights or property, other website users, or anyone else that could be harmed by such activities. The Proprietary may also share such information in response to a legal process, such as a court order or a subpoena.

Advertisers and Links. Website advertisers, if any, or web sites that have links on the Service, may also collect personally identifiable information directly from you. This privacy statement does not cover the information practices of companies, groups or entities to which the Service links.

Data Security. The Proprietary has in place physical, electronic and managerial procedures to protect the information it collects online. However, as effective as these measures are, no security system is impenetrable. The Proprietary cannot guarantee the security of its database, nor can it guarantee that the information you supply will not be intercepted while being transmitted to the Service over the Internet.

What information do web servers collect?

Web servers serving the website automatically collect certain non-personally identifiable information, such as which pages each user visits and the domain name (e.g., earthlink.net) of visitors. This information is used for various purposes including internal review, to tailor information to individual visitors, and for traffic audits. The Proprietary may also provide this information (as well as information from third-party market researchers) about its users on an aggregated, anonymous basis to its advertisers, if any.

What are cookies and how does the Service use them?

The Service may place a "cookie" on the browser of a website user's computer to store and sometimes track information about you. A cookie can be used to tell when your computer has contacted this website; the Proprietary may also use the information for editorial purposes and for other purposes such as measuring certain traffic patterns. For example, cookies may be used to ensure that you do not see the same ad too many times in a single session and that you do not have to reenter your login name or password during your visit. The Proprietary may also use cookies to track your progress and number of entries in some of its promotions and contests. Advertising service vendors that may serve ads into the Proprietary's site may also use their own cookies. You may opt-out of the cookies delivered by the website by changing the setting on your browser. Please be aware that this may disable all cookies delivered to your browser, not just the ones delivered by the website. Additionally, doing so may inhibit, degrade, and/or render the Service inoperable.

Children under 13: Do not send any information about yourself to the Service - including information such as your name, address or e-mail address. In general, the Service does not

knowingly collect personally identifiable information from children under 13. If, in limited circumstances, the Proprietary does knowingly collect personally identifiable information from a child under the age of 13, the Proprietary will do so only with verified parental consent prior to collection. In the event that the Proprietary learns that it has collected any personal information from a child under the age of 13 without verification of parental consent, the Proprietary will delete that information from its database as quickly as possible.

Technology on the Internet is developing at a rapid pace, and the Proprietary needs to maintain its flexibility in the online arena. If the Proprietary needs to change this policy in the future, it will post these changes as soon as they go into effect.

All terms and provisions of the User Agreement are incorporated here by reference.

GROUPS POLICY

The South Riding Proprietary (Proprietary) may, at its sole discretion, provide links and other information about groups that it chooses on its websites, including southriding.net and southriding.org (collectively, the Service). The ultimate goal of including such information on the website is to provide useful and topical information to South Riding residents. This information may include, but is not limited to, hyperlinks, articles, calendar events, and contact information.

The Proprietary, acting through the Board and those persons authorized by the Board (collectively, the Board), will consider requests from groups and businesses not directly affiliated with the Proprietary to include information on the website. However all requests are subject to the Board's sole discretion as to what, if anything, will be included on the website, the content of what is included, and under what terms any content is included. Any information submitted for inclusion to the Service may be edited by the Board for length, clarity, grammar, spelling, and content. Generally, the Board will not publish information that is overtly commercial in nature, is in poor taste, or is potentially libelous. The Board will not knowingly publish factually incorrect information or plagiarized material. Examples of content that will be rejected include the following:

- Information of no value to South Riding residents.
- Endorsements for or complaints about individually named commercial products or services.
- Confusing or unclear points.
- Crude language.
- Poor taste.
- Bigoted or other incendiary language or remarks.

Although the Board is unable to acknowledge those groups whose content cannot be published, the Board appreciates the interest of those groups who take the time to send their content.

By submitting such information, the group/business is authorizing the Board to publish said information at the Board's sole discretion under the terms outlined in this policy. All submissions become property of the Proprietary for use as it sees fit.

The Board authorizes the General Manager of the Proprietary to consider and act on all requests made pursuant to this Policy. The General Manager is authorized to designate other Proprietary personnel and/or members of the community to assist him or to act in his place with respect to the responsibilities associated with this Policy.

All terms and provisions of the User Agreement are incorporated here by reference.

LETTERS TO THE EDITOR POLICY

The South Riding Proprietary (Proprietary) encourages residents in and around South Riding to submit their own Letters to the Editor for possible publication. The ultimate goal of the Letters to the Editor page is to stimulate discussion and action on topics of interest to the South Riding community.

The Proprietary, acting through the Board and those persons authorized by the Board (collectively, the Board), may edit submitted Letters for length, clarity, grammar, and spelling. However, the Board will do its best to preserve the original's tone, style, and intent. The Board reserves sole judgment on which letters to publish, and submission does not guarantee publication. Generally, the Board will not publish information that is overtly commercial in nature, is in poor taste, or is potentially libelous. The Board will not knowingly publish factually incorrect information or plagiarized material. Examples of content that will cause letters to be rejected include the following:

- Confusing or unclear points.
- Crude language.
- Poor taste.
- Bigoted or other incendiary language or remarks.
- Endorsements for or complaints about individually named commercial products or services.
- Poetry.
- Anonymous, third party, or letters sent under a pseudonym.
- Personal attacks.

Although the Board is unable to acknowledge those letters it cannot publish, the Board appreciates the interest and values the views of those who take the time to send in their comments.

You must provide all the requested information (name, street address, email address, title/subject, and body) for your letter to be considered for publication. Only your name and the edited body of the letter will appear publicly on the website if your letter is chosen for publication, otherwise your personal information will only be used for verification or Proprietary questions and will not appear on the website. No anonymously submitted letters to the editor will be accepted; however, an anonymous byline may be provided upon your request, under special circumstances to be determined by the Board.

Letters written in response to other letter writers should address the issue at hand and, rather than mentioning the writer by name, should refer to the headline and date the letter was published. Discourse should be civil and people should be referred to in a respectful manner. Letters referring to news stories should also mention the headline and date of publication

The Board reserves the right to publish responses and comments to any letter published, in conjunction with the publishing of such letter.

By submitting your letter, you are authorizing the Board to publish your correspondence at the Board's sole discretion under the terms outlined in this policy. All submissions become property of the Proprietary for use as it sees fit.

All terms and provisions of the User Agreement are incorporated here by reference.

RESOLUTION ACTION RECORD

Resolution Type: Policy No. P2002-1

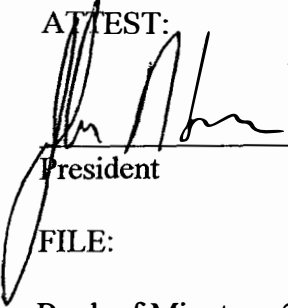
Pertaining to: Website Use

Duly adopted at a meeting of the Board of Directors held March 20, 2002

Motion by: Mr. MacPherson Seconded by: Mr. Dei

| | VOTE: | | | |
|-----------------------|-------|----|---------|--------|
| | YES | NO | ABSTAIN | ABSENT |
| <u>Mr. Harris</u> | X | | | |
| <u>Mr. Plzak</u> | X | | | |
| <u>Mr. Gilligan</u> | X | | | |
| <u>Mr. Dei</u> | X | | | |
| <u>Mr. MacPherson</u> | X | | | |

ATTEST:



President

3/27/02
Date

FILE:

Book of Minutes - 2002
Book of Resolutions:

| | Book No. | Page No. |
|------------|----------|----------|
| Policy | _____ | _____ |
| Regulatory | _____ | _____ |
| Special | _____ | _____ |
| General | _____ | _____ |

Resolution effective: April 1, 2002