

COUNTRYSIDE PROPRIETARY

ADMINISTRATIVE RESOLUTION NO. 235

AS AMENDED NOVEMBER 7, 2018

ARCHITECTURAL VIOLATION PROCEDURES

WHEREAS, Article VI of the Declaration of Covenants and Restrictions of the CountrySide Proprietary (“Proprietary”) charges the Design Review Committee (DRC) or its designates with the powers of review and approval or disapproval of all architectural and design request; and

WHEREAS, Article VI, Section 11 of the Declaration of Covenants and Restrictions further vests in the Proprietary and its Design Review Committee certain powers of enforcement to remove and/or correct violations and infringements of an architectural or design nature; and

WHEREAS, there is a need for the Proprietary to adopt policies, standards and guidelines governing corrective measures to abate or terminate obligations and infringements of an architectural or design nature; and

WHEREAS, the Proprietary’s Board of Directors (“Board”) desires to establish procedural guidelines for enforcement of the Proprietary’s policies and standards.

WHEREAS, the Board desires to rescind Administrative Resolution No. 221 and hereby substitutes Administrative Resolution No. 235 in its place.

NOW THEREFORE, BE IT RESOLVED THAT Administrative Resolution No. 221 be, and hereby is, rescinded, and that the following procedural guidelines shall be established for such enforcement purposes:

I. Alleged Violations

A. All reports of alleged violations received from the general membership must be submitted, preferably in writing, to the Design Review Committee (“DRC”) or its designate, which in most cases shall mean Management and/or Neighborhood Advisory Councils (“NACs”). All reports of alleged violations received from the Board of Directors, the DRC and/or the NACs must be submitted preferably in writing, to Management. Alleged violations reported should include the following information:

1. Date of violation cited;
2. Address of violation;
3. Description of violation; and
4. Name and address of complainant.

B. Management shall investigate the allegation reported. If no violation is discovered, the complainant will be informed. If it appears that there is a violation, the matter will be handled in accordance with the procedures outlined below.

C. In all cases, the name of the lot owner(s) responsible for the alleged violation shall be kept confidential until the violation has been established.

D. To the extent legally allowable, the name of the complainant shall be kept confidential.

II. **Violation Types**

For purposes of enforcement action(s), violations shall be categorized as follows:

A. **MINOR VIOLATIONS**

A minor violation is a general maintenance or nuisance violation, which generally results from Owner(s) practices which are considered to be detrimental to the well-kept appearance of the property. Such practices are often temporary in character and easily correctable. Examples of general maintenance or nuisance practices constituting minor violations would include, but not be limited to, yards in need of mowing; trash cans or recycling bins left in the front of homes and/or not screened from view; vehicles parked on lawns; unapproved outside storage; unapproved air conditioning units in windows; unapproved exterior decorative objects; vehicle repairs occurring on lots; unapproved signs in lot yards; unapproved parking of boats, trailers or campers; poorly stacked or positioned wood piles; and unkempt or cluttered yards.

B. **MAJOR VIOLATIONS**

There are three (3) categories of major violations:

1. **FAILURE TO SUBMIT APPLICATION**

Failure to submit an application prior to undertaking an exterior improvement, change or alteration is a major violation of the Declaration of Covenants and Restrictions, which expressly states that all exterior improvements, changes or alterations must first have prior application approval.

2. **FAILURE TO COMPLY WITH EARLIER APPLICATION RULING**

Failure to comply with an earlier application ruling of denial and/or an approval with contingencies constitutes a major violation of the Declaration of Covenants and Restrictions.

3. **FAILURE TO REPAIR AND/OR REPLACE**

Failure to comply with the DRC's request to undertake repair and/or replacement to the exterior of any property, which is deemed to be in such condition or disrepair as to present aesthetic detriment to the community's appearance, constitutes a major violation of the Declaration of Covenants and Restrictions. Examples of general maintenance constituting major violations would include, but not be limited to, replacement and painting of wood trim, painting of foundation walls, cleaning or painting of siding, painting of chimney crown flashing, replacement of etched windows,

cleaning the exterior of gutters, pruning of tree's and replacement of missing roof shingles.

III. Correction of a Minor Violation

- A. Upon confirmation of an alleged minor violation, a written notice, which shall also include a notice of hearing before the Board as may be required by law, shall be prepared by Management and mailed by certified mail, return receipt requested, or by hand delivery to the record owner(s) of the lot on which the subject violation has occurred, requesting corrective action within seven (7) calendar days pursuant to Article VI, Section 11 of the Declaration of Covenants and Restrictions. The Board of Directors shall, in accordance with Virginia Code, assess an administrative fee to cover the costs of postage, materials and labor.
- B. If the violation is not corrected within the specified timeframe (i.e., seven (7) calendar days), the Proprietary shall hold a hearing as may be allowed by law.
- C. Following the hearing, the Board shall proceed to take whatever action(s) it deems appropriate in accordance with the governing documents. If the Board of Directors finds the complaint valid, in addition to other appropriate remedies, it may suspend the member(s) voting rights and right of use of common areas in accordance with Article IV, Section 1(d) of the Declaration of Covenants and Restrictions and/or impose monetary charges in accordance with Section 55-513 of the Virginia Property Owners Association Act. The Proprietary may assess monetary charges to the maximum extent provided by law and the charges shall continue to be assessed until the Proprietary is notified by the lot owner(s) that the violation has been corrected, as confirmed by an on-site inspection by Management.
- D. D The lot owner(s) shall be notified of the Board's decision and the charges imposed, if any, in writing within seven (7) days of the hearing by certified mail, return receipt requested, or by hand delivery. Any monetary charges shall be treated as an assessment against the member(s)' lot and shall become due and payable and be a continuing lien upon such lot and a binding personal obligation of the lot owner(s). The Board of Directors shall, in accordance with Virginia Code, assess an administrative fee to cover the costs of postage, materials and labor.

IV. Correction of a Major Violation

- A. Upon confirmation of an alleged major violation, a written notice shall be prepared by Management and mailed to the record owner(s) of the lot on which the subject violation has occurred requesting corrective action within fifteen (15) days. If the violation in question concerns a failure to submit an application, an application shall be included with the notice.
- B. If the violation is not corrected within the specified fifteen (15) day time frame, as verified by Management, a second notice shall be forwarded to the lot owner(s) requesting corrective action within fifteen (15) days.

- C. If no corrective action has occurred within the specified time frames (i.e. thirty (30) days), a final notice shall be mailed to the lot owner(s) requesting corrective action within fifteen (15) days.
- D. If the violation is not corrected within the specified time frames (i.e., forty-five (45) days), the Proprietary shall send notice to the lot owner(s) advising of the right to a hearing before the Design Review Committee (DRC) or the Board of Directors. The notice of hearing shall be hand-delivered or mailed by registered or certified mail, return receipt requested, at least fourteen (14) days prior to the hearing date. The Board of Directors shall, in accordance with Virginia Code, assess an administrative fee to cover the costs of postage, materials and labor.
- E. Following the hearing, the Board of Directors shall proceed to take whatever action(s) it deems appropriate in accordance with the governing documents. If the Board finds the complaint valid, in addition to other appropriate remedies, it may suspend the member(s) voting rights and right of use of common areas in accordance with Article IV, Section 1(d) of the Declaration of Covenants and Restrictions and/or impose a monetary charge in accordance with Section 55-513 of the Virginia Property Owners Association Act. The Proprietary may assess monetary charges to the maximum extent provided by law and the charges shall continue to be assessed until the Proprietary is notified by the lot owner(s) that the violation has been corrected.
- F. The lot owner(s) shall be notified of the Board of Directors' decision and the charges imposed, if any, in writing within seven (7) days of the hearing by certified mail, return receipt requested, or by hand delivery. Any monetary charges shall be treated as an assessment against the member(s)' lot and shall become due and payable and be a continuing lien upon such lot and a binding personal obligation of the lot owner(s). The Board of Directors shall, in accordance with Virginia Code, assess an administrative fee to cover the costs of postage, materials and labor.
- G. In the case of a violation resulting from a site inspection, a letter from the Proprietary shall be mailed to the record owner(s) of the lot on which the subject violation has occurred requesting compliance within fifteen (15) days. If the violation is not corrected within the fifteen (15) day time frame, as verified by Management, then the above violation, commencing with section IV (B) above, shall continue.
- H. At all times it shall be the responsibility of Management to keep the Board fully apprised of the status of all violation procedures and action(s).
- I. The Proprietary, at its discretion, may withhold enforcement action on a violation (essentially placing the violation in a "pending status") if an application is received and diligently pursued to completion by the applicant. The Proprietary reserves the right, however, at any time in its discretion, to initiate or continue enforcement pursuant to this Resolution. For example - the Proprietary may continue enforcement action when an application approval is revoked due to failure to commence alterations

within six months and/or substantially complete alterations within twelve months, irrespective of the filing of a second or successive applications.

V. **Chronic Violation**

- A. Due to the extensive time that the Proprietary provides the lot owner(s) to correct infractions, it is possible for easily corrected violations to reoccur numerous times, causing unsightly conditions that the Proprietary's Architectural Guidelines are intended to prevent, limit and correct. In order to provide the Proprietary a means to correct recurring violations, this section defines "chronic violations" and provides penalties intended to address and remedy said violations.
- B. A "chronic violation property" is a lot within the Proprietary that has been violated on three (3) separate occasions in a ninety (90) day period, regardless of whether the violation(s) is corrected within said timeframe. The Proprietary's Management Agent shall ensure that multiple contemporaneous violations are combined into a single violation. For a property to be considered a "chronic violation property", the Proprietary must notify the property owner in writing of each violation, and such notification must be mailed or delivered to the property owner, at the owner's address on record with the Proprietary, within seven (7) calendar days of the date that the Proprietary documents said violation. A property, which remains free of violations for twelve consecutive months from the date that it was designated a "chronic violation property", shall no longer be considered a chronic violation property until such time as it again meets the criteria for that designation.
- C. For all chronic violation properties, including but not limited to chronic violation properties in which additional minor violations are not corrected within seven (7) calendar days from mailing or delivery of notification, the Proprietary may:
1. Immediately seek injunctive relief, as well as an award of all counsel fees and costs incurred in seeking said relief.
 2. Suspend the members(s) voting rights and right of use of common areas in accordance with Article IV, Section 1(d) of the Declaration of Covenants and Restrictions and to impose monetary charges in accordance with Section 55-513 of the Virginia Property Owners Association Act. For purposes of this paragraph, Management shall ensure that multiple, contemporaneous violations are combined into a single violation.
 3. If the violation(s) are not corrected within fifteen (15) days, the Proprietary has the right to enter the property and perform any and all work that is necessary to correct the violation(s). The proprietary may use either Proprietary staff or contract the work, at its discretion. The cost of any and all repairs shall be born solely by the property owner. Total cost of repairs necessary to remove all violations shall include the cost of materials, labor, overhead, fees, markup and Proprietary administrative fees and said total costs shall be authorized by the Proprietary prior to proceeding with the

repairs. Upon completion of the repairs, costs will be billed by the Proprietary directly to the property owner and are expected to be paid to the Proprietary within fifteen (15) days of receipt of an invoice. If the property owner fails to make full payment of the invoice, the Proprietary shall:

- a. Immediately seek injunctive relief, as well as an award of all counsel fees and costs incurred in seeking said relief.
- b. Suspend the members(s) voting rights and right of use of common areas in accordance with Article IV, Section 1(d) of the Declaration of Covenants and Restrictions and may impose monetary charges in accordance with Section 55-513 of the Virginia Property Owners Association Act. For purposes of this paragraph, Management shall ensure that multiple, contemporaneous violations are combined into a single violation.

D. Furthermore, the Proprietary will not consider any violation that meets this definition to be "abated" for a period of 180 calendar days from the date that notification was mailed or delivered to the owner. Any repeat of the same violation that occurs within this 180 day period will be considered to be a continuation of the initial violation and will subject the property to continued action as noted in section V. C above without additional notice .

VI. Site Inspections

- A. The Proprietary may conduct periodic site inspections for the purpose of identifying existing violations.
- B. Management shall conduct monthly drive-through inspections of the property to ascertain the presence of any violation(s).

VII. Reporting and Record Maintenance

- A. Upon verification of any existing violation(s), Management shall ensure that the violation is accurately entered on the architectural data files prior to mailing of notice. Such files shall also specify the due date that follow-up action is to be accomplished by Management.
- B. Management shall undertake the necessary follow-up inspection to ascertain if the violation has been corrected. In the event that the violation has not been corrected, Management shall ensure that the data files are updated prior to mailing of the second notice, and the due date for follow-up action is duly noted.
- C. Management shall again conduct the necessary follow-up inspection prior to mailing the third notice (for major violations), updating the files accordingly.

D. In the event that no corrective action is undertaken in response to the third notice (for major violations), Management shall serve as the principal liaison between the Board of Directors and legal counsel in fulfillment of the enforcement procedures outlined above.

Concurrently, Management shall ensure that data files are updated accordingly.

E. Management shall prepare a monthly violation printout, listing all violations currently outstanding, together with a breakdown of specific corrective actions undertaken to date and follow-up actions required.

VIII. Perfecting a Lien and/or Suit in Court

A. In accordance with procedures outlined above, at no time shall legal action to record a lien or file suit in court be undertaken without the express knowledge and majority consent of the Board of Directors. Legal counsel may rely upon a representation by Management that the Board of Directors know of and have properly consented to legal action.

B. Upon acknowledgement and consent of the Board of Directors, Management shall serve as a liaison between the Board and legal counsel in initiation of all legal proceedings, apprising the Board at all times of legal actions undertaken.

IX. Rights and Remedies

Notwithstanding anything to the contrary in this Resolution, for any violation, of whatever classification, the Proprietary shall have all rights and remedies otherwise provided by law and equity, including but not limited to actions to recover damages, fees and costs, and actions for injunctive relief.

ATTEST:

COUNTRYSIDE PROPRIETARY, INC.

Dave Barrie
PRESIDENT: Dave Barrie

11/16/18
DATE

[Signature]
SECRETARY: Rob Heckman

12/10/18
DATE