

Carriage Lawn at Barkley Homeowners Association

Book of Resolutions

Revised 23 Dec 2013

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CARRIAGE LAWN AT BARKLEY HOMEOWNERS ASSOCIATION

POLICY RESOLUTION NO. 1: BOOK OF RESOLUTIONS

WHEREAS, Article VIII of the Bylaws states the powers and duties of the Board of Directors, including Article VIII, Section 1(c) that states that the Board of Directors shall have the power “to exercise for the Corporation all powers, duties, and authority vested in or delegated to this Corporation, not reserved to the membership, or other provisions of these Bylaws, the Articles of Incorporation, or the Declaration”; and

WHEREAS, Article I, Section 6 of the Covenants defines the Book of Resolutions as the document used to contain the rules, regulations and policies of the Association as they may from time to time be amended; and

WHEREAS, it is the intent of the Board of Directors to maintain a record of its decisions in addition to the customary meeting minutes;

NOW, THEREFORE, BE IT RESOLVED THAT the Board has created this Book of Resolutions as an orderly and indexed record of the Rules and Regulations of the Association, specifically Policy Resolutions and Administrative Resolutions.

I. BOOK FORMAT

The Book of Resolutions shall be composed of Policy Resolutions and Administrative Resolutions classified as follows:

- A. “Policy Resolutions” shall mean and refer to resolutions adopted by the Board of Directors which specifically relate to the long-term governance of the Association, including, but not necessarily limited to, actions affecting Owners’ property rights, actions affecting Owners’ obligations, and protection of the equity of the Association and Owners.
- B. “Administrative Resolutions” shall mean and refer to those resolutions adopted by the Board which deal with the internal operation and structure of the Association, including but not limited to, financial procedures, committee terms of reference, etc.

II. DEFINITIONS

This Book of Resolutions shall incorporate by reference all definitions contained in the governing legal documents for the Association. The terms defined below are also used in this Book of Regulations:

- A. “Board” or “Board of Directors” shall mean and refer to the governing body of the Association having its normal meaning under Virginia corporate law.
- B. “Association” shall mean the Carriage Lawn at Barkley Homeowners Association.
- C. As the context may require, the terms “Owner” or “Member” shall mean and refer to the record holder of the fee simple title to any Lot, whether one or more persons or entities, the term shall exclude those having interest merely as security for the performance of any obligation.

III. FORMAT OF RESOLUTIONS

The format of resolutions shall conform to the format set out on the attached Exhibit A.

IV. RESPONSIBILITY

The secretary shall be responsible for maintaining the Book of Resolutions and providing to the Owners appropriate and prompt notice of any additions or changes.

V. INSPECTION

The Book of Resolutions shall be made available for inspection by any Owner or representative of one of the project’s Mortgagees upon request, during normal business hours.

VI. CONFLICTS

If the Book of Resolutions conflicts with the Virginia Non-Stock Corporation Act or the Association’s legal documents, those documents shall prevail, according to the following hierarchy; the Non-Stock Act, the Declaration of Covenants, the Articles of Incorporation, the Bylaws, the Book of Resolutions.

VII. SEVERABILITY

The invalidity of any portion of the Book of Resolutions shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Book of Resolutions.

VIII. APPLICABILITY

Wherever in this Book of Resolutions reference is made to the Association, such reference shall include the Association and the Managing Agent where such authority is delegated by the Association to the Managing Agent. The Policy and Administrative Resolutions approved by the Board of Directors shall be applicable to all Owners and Lots unless otherwise stipulated in a resolution.

IX. COMPLIANCE

All Owners shall comply with the provisions of the Book of Resolutions.

X. ENFORCEMENT

The Association or any Owner shall have the right to enforce, by any proceeding set forth herein or at law or in equity, all provisions of the Book of Resolutions as well as the Association’s governing legal documents. Failure by the Association or any Owner to enforce any of the provisions of this Book of Resolutions shall in no event be deemed a waiver of the right to do so thereafter. A waiver of such rights shall be effective only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular provision contained herein which is expressly set forth as being waived.

XI. VIOLATION AND NUISANCE

Every act or omission whereby any provision of the Book of Resolutions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by the Association or any Owner.

All Owners must observe and abide by all Resolutions posted by the Association and/or local authorities.

If any Owners violate any of these Resolutions, they will hold the Association harmless for any and all damages or losses that may ensue, and waive any and all rights and notices in connection herewith that they may have under the provisions of any applicable governmental laws and ordinances.

XII. VIOLATION OF LAW

Any violation of any applicable governmental law, ordinance or regulations, pertaining to the ownership, occupation, or use of any portion of the Property is hereby declared to be a violation of this Book of Resolutions and is subject, at the discretion of the Board, to any or all of the enforcement procedures set forth herein.

XIII. REMEDIES CUMULATIVE

Each remedy set forth in this Book of Resolutions shall be in addition to all other remedies whether available at law or in equity, and all such remedies, whether or not set forth in this Book of Resolutions shall be cumulative and not exclusive.

XIV. REFERENCE OF PRONOUNS

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of the person or persons or entities may require.

XV. METHOD OF ADOPTION

All resolutions shall contain an indication of whether they were adopted at a regular or special meeting of the Board, or by written consent, as well as the date of adoption.

XVI. AMENDMENT

The Association reserves the right to amend, modify, delete, or replace any provisions set forth in this Book of Resolutions at any time by a two-thirds vote of the Board of Directors and recorded by resolution of the Board of Directors, unless specifically stated otherwise.

EXHIBIT A MODEL RESOLUTION FORMAT

CARRIAGE LAWN AT BARKLEY HOMEOWNERS ASSOCIATION

RESOLUTIONS ACTION RECORD

Resolution Type: _____

Resolution No.: _____

Pertaining to: _____

Duly adopted at a meeting of the Board of Directors of Carriage Lawn at Barkley Homeowners


Association, held _____.

Motion by: _____

Seconded by: _____

OFFICER	TITLE	YES	NO	ABSTAIN	ABSENT
Gay Ashley	President				
Dave Armstrong	Vice President/Secretary				
G' Ann Zieger	Treasurer				
Jim Ryan	Director				
Mary VanMullekom	Director				

ATTEST: _____
Secretary

_____ 
Date

Date Resolution Effective: _____

CARRIAGE LAWN AT BARKLEY HOMEOWNERS ASSOCIATION

RESOLUTIONS ACTION RECORD

Resolution Type: Policy

Resolution Number: 1

Pertaining to: Adoption of a Book of Resolutions for determining types of Board Resolutions and manner in which they will be recorded.

Duly adopted: 4 October, 2011 meeting of the Board of Directors of the Carriage Lawn at Barkley Homeowners Association, with the effective date of this resolution to be 1 Nov 2011.

Motion by: Dave Armstrong

Seconded by: G'Ann Zieger

OFFICER	TITLE	YES	NO	ABSTAIN	ABSENT
Gay Ashley	President	X			
Dave Armstrong	Vice President/Secretary	X			
G'Ann Zieger	Treasurer	X			
Jim Ryan	Director	X			
Mary VanMullekom	Director				X

ATTEST: _____ <signed> _____ <4 Oct, 2011>
Secretary Date

Date Resolution is Effective: 1 November, 2011

(Policy Resolutions #2. Approved by previous Board on 26 Feb 2004. Approved for inclusion in Carriage Lawn Book of Resolutions on 4 Oct 2011)

CARRIAGE LAWN AT BARKLEY HOMEOWNERS ASSOCIATION

MEMORANDUM

TO: Carriage Lawn at Barkley – Owners and Residents
FROM: Rae Brown, Community Manager
RE: New Parking Policy-Effective 1 April 2004
DATE: 26 February 2004

Enclosed is a new parking policy that has been approved. This policy becomes effective 1 April 2004.

Please review the information and keep for future use.

CARRIAGE LAWN AT BARKLEY HOMEOWNERS ASSOCIATION,
INC.

POLICY RESOLUTION

Parking Regulations

WHEREAS, Article IV, Section 3(f) of the Declaration of Covenants, Conditions and Restrictions for Carriage Lawn at Barkley ("Declaration") provides the Association the right to regulate the use of the Common Area for the benefit of Members;

WHEREAS, Article III, Section 3.c.(2) and Article VI, Section 1.h of the Declaration provides that the Board of Directors shall have the authority to establish rules for the use of the Property, and that the use and storage of all vehicles upon the Common Area and Lots or upon any street, public or private, adjacent thereto shall be subject to rules promulgated by the Board of Directors;

WHEREAS, Section 55-513 of the Virginia Property Owners' Association Act, as amended, allows the Association, after notice and an opportunity for a hearing, to suspend a lot owner's right to use facilities or services for nonpayment of assessments and to assess charges against any member for violations of the Declaration or Rules and Regulations for which the member or his family members, tenants, guests or other invitees are responsible;

WHEREAS the Board of Directors has determined that it is necessary to enact uniform parking rules.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board duly adopts the following parking policy:

1. Parking in and on the areas designated for parking at Carriage Lawn at Barkley shall be restricted to validly licensed and operable vehicles owned or operated by owners/residents and/or their guests. Validly licensed vehicles must have current license plates and tags, current registration stickers, and current inspection stickers.
2. Any vehicles parked in the fire lanes, and/or blocking the right of passage in the streets or on the sidewalks will be towed at the owner's risk and expense.
3. Visitor spaces are reserved only for the short-term use of non-resident guests of lot owners or residents. Anyone who resides at Carriage Lawn at Barkley is not considered a "visitor" or a "guest," and may not use visitor spaces for general parking. Visitors may park in a visitor parking space for no more than five (5) consecutive days, unless there is written Board approval for a longer period of time. Any resident whose

vehicle is parked in a visitor space, if reported, shall be towed at vehicle owner's risk and expense.

4. Only operational vehicles may be parked in the parking spaces. No derelict or disabled vehicles or recreational vehicles shall be parked in the parking spaces or anywhere on the property within public view. No vehicle repairs may be conducted on any portion of the Association's common area (which includes the parking areas).

5. Commercial vehicles owned by members of the Association and/or their tenants shall not be parked in the parking spaces or anywhere on the property within public view. A commercial vehicle is defined as: any vehicle with a gross vehicle weight rating in excess of ten thousand one hundred (10, 100) pounds or more; any vehicle designed to transport sixteen (16) or more passengers including the driver; any vehicle used in the transportation of hazardous materials; any vehicle, regardless of capacity, which displays advertising lettering thereon, or which is licensed as a "for hire" vehicle; or any vehicle, regardless of capacity, which is used for commercial or profit-making purposes.

6. Recreational Vehicles, including boats and boat trailers, shall not be parked in the parking spaces or anywhere on the property within public view. If a truck-mounted camper is to be an Owner's primary means of transportation, it shall not be considered a recreational vehicle, providing it meets the following conditions: (i) the vehicle is moved on a daily basis; (ii) it is parked within a garage or driveway; and (iii) if the camper is removed, it shall be stored in an area screened from all surrounding property.

7. The parking spaces shall not be used as storage for vehicles. If a vehicle has not been moved from an assigned space for a period of more than fifteen consecutive (15) days, it shall be subject to towing at the owner's risk and expense.

8. Vehicles must be parked only within the lines drawn to designate spaces and in the direction and flow of traffic, on the paved area and with due regard for other residents.

9. The foregoing parking regulations become effective on the first day of April 2004 and supersede any previous regulations. Owners of vehicles not complying with these regulations in any respect after this date can be assessed rules violation charges or parking privileges may be suspended after notice and hearing, and/or the vehicle in violation may be immediately towed or booted at the owner's risk and expense.

CARRIAGE LAWN AT BARKLEY

POLICY RESOLUTION NO. 3

ASSOCIATION COMPLAINT PROCEDURES **(for resolving certain complaints from members and others)**

WHEREAS, pursuant to Section 55-530(E) of the Virginia Code, the Virginia Common Interest Community Board (“CICB”) has promulgated final regulations imposing a requirement that each common interest community (including condominiums, property owners’ associations and cooperatives) adopt a reasonable procedure for the resolution of certain written complaints from the members of such association and other citizens; and

WHEREAS, within 90 (ninety) days of the effective date of the CICB regulations, all common interest communities must adopt a complaint procedure that is compliant with the CICB regulations;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Carriage Lawn at Barkley (“Association”), acting through its Board of Directors, hereby adopts and establishes the following CICB-mandated Association complaint procedure **for handling written complaints concerning actions or inactions allegedly inconsistent with state laws and regulations governing common interest communities:**

A. **Definitions.** Unless otherwise defined in this Resolution, the words, terms or phrases used in this Resolution shall have the same meanings as defined in the CICB regulations and/or in the Association’s recorded covenants.

B. **Complaint Form.** If a member of the Association, a resident or other individual alleges that an action, inaction or decision of the Association, the Board of Directors (“Board”) or the Association’s management agent (“Managing Agent”) is inconsistent with state laws or regulations governing common interest communities, then that individual must submit a formal written complaint (“Complaint”) to the Board using the attached Complaint Form (Exhibit A) in order to trigger the formal procedures described below. If the individual does not wish to trigger these formal procedures, then the individual should submit their questions, concerns or issues to the Managing Agent or the Board without using the attached form.

1. **Complaint Form Instructions and Attachments.** A completed Complaint Form must include a description of the specific facts and circumstances relevant to the individual’s Complaint, and the specific action, result or resolution that is being requested. If the individual submitting the Complaint Form (the “Complainant”) knows the law or regulation that has been allegedly violated or is otherwise applicable to the Complaint, then the Complainant must provide a reference to that law or regulation on the Complaint Form. The Complainant must also attach to the Complaint Form a copy of any documents that Complainant believes support the validity of the Complaint (not including laws, regulations or the Association’s governing documents).

A copy of these complaint procedures (including the required Complaint Form) will be available upon request from the Association by contacting Mr. Brian Heisler, Carriage Lawn at Barkley Community Manager, 3020 Hamaker Court, Suite 300, Fairfax, VA 22031, or by phone at 703-752-8300 Ext 735.

- C. **Mailing or Delivering Complaint to Board of Directors.** The fully completed, signed and dated Complaint (including the Complaint Form and all attachments) shall be mailed or otherwise delivered to the Board at the following address:

Board of Directors, Carriage Lawn at Barkley Homeowners Association
c/o GHA Community Management
3020 Hamaker Court, Suite 300
Fairfax, VA 22031

- D. **Means of Providing Notices to Complainant.** All written acknowledgments or other notices required by these procedures to be provided by the Association to the Complainant shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association's records proof of the mailing, delivery or electronic transmission of the acknowledgments and notices per Section H below.
- E. **Acknowledging Receipt of Complaint.** Within seven (7) days of receipt of a Complainant's Complaint Form, the Managing Agent shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.
1. **Incomplete Complaint.** If it appears to the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgment of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/corrected Complaint before it can be accepted and forwarded to the Board for consideration.
 2. **Forwarding to the Board.** If it appears to the Managing Agent that the submitted Complaint includes the required minimum information, then on the same day that acknowledgment of receipt of the Complaint is provided to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.
- F. **Formal Action – Consideration of Complaint by Board.** All completed, signed and dated Complaints forwarded to the Board shall be considered by the Board at a meeting, and the Board shall decide what action, if any, to take in response to the Complaint.
1. **Meeting at which Complaint will be Considered.** Complaints will be considered by the Board at a regular or special Board meeting held within 90 (ninety) days from the date on which the Complaint was forwarded to the Board for consideration.
 2. **Notice to the Complainant.** At least fourteen (14) days prior to the Board meeting at which the Complaint will be considered, the Managing Agent shall provide the Complainant with notice of the date, time, and location of the Board meeting at which the matter will be considered by the Board. This Notice may be combined with the acknowledgment of receipt referenced in Section E above.
 3. **Board's Decision on Complaint.** The Board shall make a decision on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant to the Association's

governing documents. The Board's decision at the meeting shall fall into one of the following two categories:

- (a) A decision that there is *insufficient information* on which to make a final determination on the Complaint *or that additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 14 days notice to the Complainant) and, if needed, make a written request for additional information from the applicable party(s), specifying a deadline by which time the additional information must be received by the Managing Agent for forwarding to the Board; or
- (b) A *final determination* on the Complaint, indicating whether the Complainant's requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Association. No appeal process is available; the Board's rendered decision is final.

G. Notice of Final Determination. Within seven (7) days after the final determination is made (per subsection F.3.b. above), the Managing Agent shall provide the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as of the date of issuance and include:

1. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination;
2. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and
3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).

H. Records. The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgments and notices, and any action taken by the Association or Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.

I. Resale Disclosure Packet. A copy of this Resolution (including the Exhibit A Complaint Form) shall be included as an attachment to Association-issued disclosure packets.

**EXHIBIT A
(POLICY RESOLUTION NO. 3: "ASSOCIATION COMPLAINT PROCEDURES")
CARRIAGE LAWN AT BARKLEY**

Mail or deliver to: Carriage Lawn at Barkley Community Manager
GHA Community Management
3020 Hamaker Court, Suite 300
Fairfax, VA 22031

**ASSOCIATION COMPLAINT FORM
(for Complaints Against Association, Board or Managing Agent)**

Pursuant to Section 55-530(E) of the Code of Virginia, 1950, as amended, the Board of Directors ("Board") of the Carriage Lawn at Barkley Homeowners Association (the "Association") has established this complaint form for use by persons who wish to register written complaints with the Association regarding the action, inaction or decision by the Association or its Board or managing agent inconsistent with applicable laws and regulations.

1. Legibly describe your complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint (not including copies of laws, regulations or the Association's governing documents).

2. Print your name, sign, date and provide your address below and submit this completed form to the Association at the address above.

_____ Printed Name	_____ Signature	_____ Date
_____ Mailing Address		
_____ Lot/Unit Address		
_____ E-mail Address	_____ Phone Number	Contact Preference <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Other _____

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman ("Ombudsman"), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
804-367-2941
CICOmbudsman@dpor.virginia.gov

CARRIAGE LAWN AT BARKLEY

RESOLUTION ACTION RECORD

Resolution Type: Policy No. 3

Pertaining to: CICB-mandated Association Complaint Procedures

Duly adopted by the Board of Directors of the Association on 18 September, 2012.

Motion by: David Armstrong Seconded by: G'Ann Zieger

NAME	TITLE	YES	NO	ABSTAIN	ABSENT
Gay Ashley	President	X			
David Armstrong	Vice President	X			
G'Ann Zieger	Treasurer	X			
Mary VanMullekom	Director				X
Hiranya Maru	Director	X			

Attest: _____ <signed> _____ (Secretary)

Date: 18 Sep, 2012

Resolution effective as of date of adoption.

**CARRIAGE LAWN AT BARKLEY HOMEOWNERS ASSOCIATION, INC.
POLICY RESOLUTION NO. 4**

ASSESSMENT COLLECTION POLICY

WHEREAS, Article V, Section 1 of the Bylaws for Carriage Lawn at Barkley Homeowners Association (“Association”) states that affairs of the Association shall be managed by the Board of Directors (“Board”);

WHEREAS, Article V of the Declaration of Covenants, Conditions and Restrictions For Carriage Lawn at Barkley (“Declaration”) empowers the Board with the authority to make assessments against the Owners to defray the Common Expenses of the Association, establish the means and methods of collecting such assessments from the Owners and establish the period of installment payments of the annual assessment;

WHEREAS, Section 55-513 of the Property Owners’ Association Act (the “Act”), and Article IV, Section 3 of the Declaration empower the Board to adopt rules and regulations and to suspend voting and user rights and services for non-payment of assessments;

WHEREAS, Article IV, Section 1(c) of the Bylaws, and Article IV, Section 3 and Article V, Section 6 of the Declaration, specify the types of relief the Association, through its Board or managing agent, may seek under the terms of the Association Documents or the Virginia Property Owners' Association Act when a lot owner is in default, including suspension of voting or use rights or services for nonpayment; and

WHEREAS, Article V, Section 1 of the Declaration provides the Board with the authority to charge the costs of collections on any unpaid assessment;

WHEREAS, there is a need to establish orderly procedures for the billing and collection of assessments and charges.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors hereby adopts the following assessment procedures:

I. ROUTINE COLLECTIONS

A. All installments of the annual assessment shall be due and payable in advance on the first day of each month of the fiscal year; all special assessments shall be due and payable unless otherwise determined by the Board on the first day of the next month after delivery to the lot owner of notice of a special assessment, provided that at least seven (7) days notice is provided ("Due Date").

B. All documents, correspondence, and notices relating to assessments or charges shall be mailed or delivered to the address which appears on the books of the Association or to such other address as is designated in writing by an owner.

C. Non-receipt of an invoice shall in no way relieve the owner of the obligation to pay the amount due by the due date.

D. Charges assessed pursuant to this Resolution, the Association Documents and Section 55-513 of the Virginia Property Owners' Association Act, shall be collected in the same manner as an assessment or in such other manner as shall be determined by the Board of Directors.

II. REMEDIES FOR NONPAYMENT OF ASSESSMENT

A. **Late Fees and Interest.** If payment of the total assessment, or of any installment thereof, or other charge, is not received by the Association within fifteen (15) days from the first (1st) of the month, the account shall be deemed delinquent and a late fee of twenty dollars (\$20.00), or such other amount as determined by the Board of Directors from time to time, shall be automatically added to the amount due and shall be a part of the continuing lien and personal obligation for assessments, as provided for in the Declaration and the Act, until all sums due and owing shall have been paid in full. In addition, after thirty (30) days, interest at rate of six percent (6%) per annum may also be added to the account.

B. **Returned Checks.** If a check is returned or rejected for insufficient funds the Owner's account shall be assessed a returned check/debit processing charge of not more than Thirty-Five Dollars (\$35.00), plus the bad check/debit return fee, if any, charged to the Association by the bank. If the Association receives from any Owner, in any calendar year, two or more returned checks or rejected electronic debits, the Board may require all remaining payments for that fiscal year to be made by certified check, cashier's check or money order.

C. **Late Notice.** A "Late Notice" shall be sent by the Association to owners who have not paid assessments or charges, in full, by the thirtieth (30th) day after the due date. The late notice may warn the owner that the account will be accelerated and may be sent to legal counsel for legal proceedings. Non-receipt of such notice does not relieve the owner of his financial obligation to pay the costs of collection accrued by the Association for the collection of the delinquent debt, including, but not limited to, interest and costs, including administrative costs and attorneys' fees.

D. **Acceleration.** If a lot owner fails to fully pay any assessment installment in a timely manner, then the remaining balance of the annual or special assessment for the entire fiscal year may be immediately due and payable in full.

E. **Legal Referral.** If payment in full, of any assessment, charge or returned check charges, is not received by the Association by the sixtieth (60th) day after the due

date, the account may be referred to counsel for the Association and a demand letter shall be sent stating that if payment in full is not received within thirty (30) days, the remaining unpaid balance of the annual or special assessment will be accelerated through the end of the fiscal year and a lien filed against the owner's lot. Any account that is delinquent in excess of five hundred dollars (\$500.00) shall automatically be referred to legal counsel.

F. **Lien.** As provided under the Declaration and the Act, when an assessment is levied against an Owner, that assessment is immediately deemed to be lien against the Owner's Lot, and the Association may perfect that lien at any time thereafter by recording a Memorandum of Lien in the county's land records. If payment in full of the amounts due is not received by counsel or the managing agent within thirty (30) days after the demand letter has been sent, an accelerated memorandum of lien may be filed. Non-receipt of a notice shall not prevent the Association from filing a lien within the statutory deadline. Interest at six percent (6%) per annum, and the costs of collection, which shall include reasonable attorney fees, the costs of postage and filing and releasing the memorandum of lien, or other legal action, shall be added to the account and the delinquent lot owner shall be personally liable for those costs, interest, and attorneys' fees.

G. **Civil Suit.** If payment in full, of all amounts due, is not received by counsel or the Association by the one hundredth (100th) day after a due date, a civil suit for the accelerated annual or special assessment may be filed personally against the delinquent lot owners.

H. **Further Legal Action.** If an account remains delinquent after the filing of a lien or civil suit, counsel for the Association shall take other appropriate legal action to collect the amounts due, except as provided in Paragraph G and unless directed otherwise by the Board of Directors of the Association.

I. **Foreclosure.** If a lien remains unpaid, the Board of Directors may authorize counsel for the Association to proceed with enforcing the lien by filing a suit to foreclose on the lot within three (3) years of the date the lien is recorded or to sell the lot at public sale at any time after perfecting the lien.

J. **Board Waiver.** The Board may grant a waiver of any provision herein, except filing of memoranda of liens beyond the statutory deadline, upon petition, in writing, by an owner alleging a personal hardship. If, in the unlikely event, an approved payment plan extends for more than twelve months, then the lot owner shall be required, as a condition of the payment plan, to sign a Promissory Note provided by legal counsel. In addition, notwithstanding the existence of an approved payment plan or a signed Promissory Note, as long as the account remains delinquent, the Association shall protect its interests by filing Memoranda of Liens against the Lot to secure the unpaid assessments in accordance with the Act.

K. **Attorney's fees.** Any legal fees incurred by the Association as a result of a failure to comply with the Association Documents or the Rules and Regulations by any Owner, may be assessed against such Owner's Lot.

L. **Application of Payments.** Payments received from a lot owner shall be credited to currently outstanding amounts and the amount owed for each category below shall be paid in full before payment is applied to the next category in the following order:

1. Charges for attorneys' fees and court costs.
2. All returned check charges, postage, or costs.
3. Other charges (rule violations, damages, etc.)
4. Late fees and interest.
5. The annual and special Association assessments for each lot, applied first to the oldest amount due.

N. **Suspension of Voting Rights and Use of Facilities and Services.** An owner's voting rights shall be automatically suspended for any period during which any assessment remains unpaid for more than sixty (60) days. An owner whose account remains delinquent for more than sixty (60) days may also have his or her right to use the facilities and services of the Association suspended for the duration of the delinquency, after notice and opportunity for a hearing pursuant to Section 55-513 of the Act. The notice required under the Act shall advise the owner that he or she may contest the suspension by requesting a hearing before the Board within ten (10) days of the date of the letter. If a hearing is timely requested regarding suspension, the Association shall hand-deliver or mail, by certified mail (return-receipt requested), a notice to the owner at least fourteen (14) days in advance of the hearing date stating the sanctions that may be imposed and the time, date and place of the hearing. The remedies stated herein shall not constitute an election of remedies and all remedies shall be deemed cumulative.

CARRIAGE LAWN AT BARKLEY

RESOLUTION ACTION RECORD

Resolution Number: 4

Resolution Type: Policy

Pertaining to: Assessment Collection Policy

Duly adopted by the Board of Directors of the Association on: 27 November, 2012.

Motion by: David Armstrong Seconded by: Mary VanMullekom

NAME	TITLE	YES	NO	ABSTAIN	ABSENT
Gay Ashley	President	X			
David Armstrong	Vice President	X			
G' Ann Zieger	Treasurer	X			
Mary VanMullekom	Director	X			
Hiranya Maru	Director	X			

Attest: _____ <signed> _____ (Secretary)

Date: 27 November, 2013

Resolution effective: January 2, 2013

CARRIAGE LAWN AT BARKLEY HOMEOWNERS ASSOCIATION

POLICY RESOLUTION NO. 5

Cost Schedule for Providing Copies of Books and Records

WHEREAS, Carriage Lawn at Barkley Homeowners Association (“the Association”) is a property owners’ association organized and operating pursuant to the Virginia Property Owners’ Association Act (“POA Act”) and the Association’s Declaration of Covenants, Conditions and Restrictions (“Declaration”); and,

WHEREAS, Section 55-510 of the POA Act provides that certain books and records of the Association must be made available for examination and copying by Members in good standing, and provides that, prior to providing copies of any books and records, the Association may require the Member to pay a charge to cover the costs of material and labor; and

WHEREAS, Section 55-510(D) of the POA Act, as amended and effective July 1, 2012, provides that charges for providing copies may be imposed only in accordance with a cost schedule adopted by the Board.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the following cost schedule policy pursuant to Section 55-510(D) of the POA Act:

1. When a Member in good standing requests copies of Association books and records pursuant to Section 55-510 of the POA Act, the Association’s Management Agent (“Management Agent”) shall not provide the Member with any requested copies until or unless the Management Agent receives from the Member payment in full of the applicable charge as calculated by the Management Agent in accordance with the then current cost schedule specified in the attached Exhibit A, as may be revised from time to time as set forth below (“Cost Schedule”).

On an annual basis or as otherwise needed, the Management Agent is authorized and directed by the Board to prepare and implement an updated Cost Schedule to replace the existing Cost Schedule attached as Exhibit A to this Resolution, so that the material and labor costs specified in the Cost Schedule correspond to the applicable costs charged by the Management Agent pursuant to its contract with the Association. A Cost Schedule updated by the Management Agent pursuant to this provision is effective immediately upon being so updated.

2. The Cost Schedule applies equally to all Members in good standing.
3. The Management Agent will provide a copy of the Cost Schedule to a requesting Member at the time the request is made by the Member to inspect/copy Association books and records.

**CARRIAGE LAWN AT BARKLEY HOMEOWNERS
ASSOCIATION**

**EXHIBIT A
TO
POLICY RESOLUTION NO. 5**

**COST SCHEDULE – 2013/2014
FOR PROVIDING COPIES OF BOOKS AND RECORDS**

Material Reproduction	\$0.18 per b/w copy; \$0.54 per color copy
Certified Mailings	\$5.00 each
Community Mailings	Time and material
Envelopes, Letterhead (all sizes)	\$0.15 each
Principals and Executives	\$135.00 per hour
Sr. Portfolio Manager	\$90.00 per hour
Portfolio Manager	\$75.00 per hour
Accountant	\$75.00 per hour
Bookkeeper	\$50.00 per hour
Clerical staff	\$40.00 per hour

CARRIAGE LAWN AT BARKLEY

RESOLUTION ACTION RECORD

Resolution Number: 5

Resolution Type: Policy

Pertaining to: Cost Schedule for Providing Copies of Books and Records

Duly adopted by the Board of Directors of the Association on 2 December, 2013

Motion by: David Armstrong Seconded by: Mary VanMullekom

NAME	TITLE	YES	NO	ABSTAIN	ABSENT
Gay Ashley	President	X			
David Armstrong	Vice President	X			
G' Ann Zieger	Treasurer				X
Mary VanMullekom	Director	X			
Hiranya Maru	Director	X			

Attest: _____ <signed> _____ (Secretary)

Date: 2 December, 2013

Resolution effective : 2 December, 2013