

**SOUTH RIDING PROPRIETARY
REGULATORY RESOLUTION 2008-1**

Amended June 2014
Procedures and Standards for Yard and Lawn Maintenance

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 9, Sections 9.1 (a) and (b)(1) of the Declaration requires the Board to establish a Covenants Committee ("Committee") and that said Committee shall regulate the external design, signage, appearance, use and up keep of lots in the Association; and

WHEREAS, Section 55-515 of the Virginia Property Owners' Association Act, Code of Virginia (1950, as amended) (the "Act") requires that all lot owners (hereinafter, "Lot Owner" or "Member) and all those entitled to occupy shall comply with all lawful provisions of the Act and of the Declaration; and

WHEREAS, Article 12, Section 12.1(f) of the Declaration provides that the violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any other provision of the Association Documents shall give the Board of Directors the right to enter the portion of the Property (excluding the dwelling) pursuant to Section 3.3, on which, or as to which such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the Association Documents or the Rules and Regulations, and the Board shall not thereby be deemed guilty of trespass; and

WHEREAS, Section 55-513 B of the Act and Article 12, Section 12.1(i) of the Declaration requires that certain due process rights be observed in connection with enforcement action taken by the association as to lot owners in violation or breach of the Declaration, the Rules and Regulations; and

WHEREAS, for the benefit and protection of the Association's lot owners and residents, the Board deems it desirable to formally adopt a policy resolution to ensure that all lot owners maintain their yards and lawns in a neat and orderly condition.

NOW, THEREFORE, BE IT RESOLVED THAT:

I. Standards for Lawns and Yards

A. Neat Appearance

No unsightly conditions shall be permitted upon the Lot. The Covenants Committee and/or Board of Directors shall use its sole discretion in determining said conditions.

B. Lawn and Grass

Lot Owners and residents shall ensure that all grass on their Lots is regularly mowed so as not to exceed six (6) inches. Driveways and sidewalks shall be swept clear of grass clippings. Lot Owners and residents are responsible for maintaining the health and good appearance of the lawn on their Lots, which may include seeding, watering (according to county restrictions that may be in effect), weed removal, edging and other tasks, as required to properly maintain lawns. The Covenants Committee and /or Board of Directors shall use its sole discretion in determining said conditions.

C. Weeding and Pruning

Lot Owners and residents shall keep their lots free of weeds, leaves and overgrown or unsightly shrubbery or other plant growth. Lot Owners and residents shall undertake any weeding and mulching of planted beds, removal of leaves from lots and planted beds, and pruning and shaping of shrubbery and trees which is necessary so as to keep a proper, neat and clean appearance of the Lot. Lot Owners and residents shall remove any and all dead plants and shrubs from their Lots. However, no trees with a diameter of more than four (4) inches shall be removed without the express written authorization of the Covenants Committee. The Covenants Committee and /or Board of Directors shall use its sole discretion in determining said conditions.

D. Trash and Refuse

Lot Owners and residents shall maintain their Lots to be free from all litter, trash, or other debris. It is the responsibility of the Lot Owner or Resident to ascertain the trash collection requirements for any item they wish to discard, including used appliances and other items which require special pickup or removal, and to ensure that such item is promptly collected by the appropriate service. Please contact the Association trash contractor listed on the South Riding website for information regarding a bulk pickup.

II. **Enforcement**

A. Warning Notices

i. First Warning Notice

The Covenants Committee or other agent of the Association shall notify the Lot Owner or resident of any condition on the Lot which constitutes a violation of the standards set forth herein by: 1) first class mail, 2) hand deliver or posting upon the door of the Lot, a First Warning Notice, requiring compliance with seven (7) days of the date stated on the Notice. (If the Owner does not occupy the Lot, The Association shall mail the Notice to the address of the Lot Owner as listed in the Association's records.)

ii. Second Warning Notice

The Second Warning Notice shall describe the violating condition and state that if the Lot Owner fails to correct the violation within seven (7) days of the date stated on the Notice, the Association may correct the condition at the expense of the Lot Owner and the Lot owner shall be assessed the costs of performing the corrective work (i.e., mowing of the lawn, removal of the weeds or offending shrubbery, etc.). The Second Warning Notice shall further state that the Lot Owner may be assessed additional charges as may be allowed by law including violation charges currently authorized by the Act. (If the Owner does not occupy the Lot, The Association shall mail the Notice to the address of the Lot Owner as listed in the Association's records.)

iii. Final Notice on Door

If the Association plans to undertake corrective action on the Lot, a Final Notice stating intent to enter the Lot and describe the corrective action to be taken, shall be placed on the front door of the Lot as least one (1) day prior to the day corrective action is scheduled to take place.

B. Hearing (Upon Request)

The Second Warning Notice shall advise Lot Owners that they are entitled to a hearing regarding the violation. Lot Owners who desire a hearing shall submit a written request for a hearing to the Covenants Department within seven (7) days of the date of the letter. Upon receipt of a request for a hearing, the Covenants Committee shall set a hearing date, time and send the Lot Owner a Notice of Hearing not less than fourteen (14) days from the date of the hearing, by hand delivery or certified mail, return

receipt requested. (If the Owner does not occupy the Lot, The Association shall mail the Notice to the address of the Lot Owner as listed in the Association's records.) Hearings regarding compliance with this Resolution shall be conducted to ensure that the Lot Owner has an opportunity to be heard regarding any assessment of charges, corrective action to be taken or alleged violation of this Resolution. Lot Owners may be represented by counsel at the hearing.

C. Corrective Action

If the Lot Owner does not cure the violation as requested in the Second Warning Notice by the deadline set forth therein, or if the Lot Owner does not properly request a hearing in writing prior to said deadline, the Association (or its authorized agents or contractors) may enter the lot and cure the violation at the expense of the Lot Owner. The Lot Owner shall be assessed all the costs of any corrective action and may be assessed additional charges in the amounts permitted under the Act, as amended and may be collected by the Association in the same manner as all other Association assessments and all privileges afforded a member in good standing will be revoked.

D. Repeat Offenders

If the Lot Owner is found to be in violation for the lack of lawn and yard maintenance a second time within the same calendar year, the Association, at its discretion, shall forgo the First Warning notice and instead send the Second Warning Notice as a first contact with an alleged violator. The Lot Owner shall be assessed all the costs of any corrective action and will be assessed additional charges in the amounts permitted under the Act, as amended and may be collected by the Association in the same manner as all other Association assessments and all privileges afforded a member in good standing will be revoked. .

E. Failure or Refusal to Accept Delivery

Failure or refusal to accept delivery of any Association notice shall not defeat these notice requirements, but shall be considered acceptance of such notice.

F. Photographs

Prior to the Association taking corrective action, the management staff, or other authorized person, may take pictures of the violating condition for the Lot Owner's file.

G. Other Actions

- i. This resolution shall not be construed to prevent the Association from immediately abating violations on Lots when the condition on the Lot constitutes an emergency and requires immediate action, as contemplated by Article 12 Section 12.1(i) of the Declaration or as otherwise required or justified by law. An emergency shall include, but not be limited to, any condition on a Lot which threatens the health or safety of any person, any Lot or Common Area.
- ii. This resolution shall not be interpreted to require a hearing if a hearing is not requested or to prevent the Association from exercising any other remedies authorized or available under the Act, the Governing Documents, or by law and shall not constitute an election of remedies.

**SOUTH RIDING PROPRIETARY
RESOLUTION ACTION RECORD**

Resolution Type: Regulatory #2008-1 Amended June 2014

Pertaining to: Procedures and Standards for Yard and Lawn Maintenance

Duly adopted at a meeting of the Board of Directors held June 5, 2014


Motion by:

Seconded by:

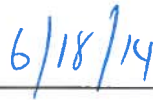
VOTE

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Mr. Turner	X			
Mr. Salmon	X			
Mr. Fisher	X			
Mr. Lange	X			
Mr. Smith	X			
Ms. Walker	X			
Ms. LaClare	X			

ATTEST:



President



Date

FILE:

Book of Minutes-2014

Book of Resolutions: Book No. _____ Page No. _____

Resolution effective date: July 1, 2014