

Great Falls Woods Homeowners Association, Inc.

POLICY RESOLUTION NO. 2013-001

Property Maintenance Guidelines and Enforcement Procedures

WHEREAS, Section 25 of the Declaration of Covenants, Conditions and Restrictions grants the Great Falls Woods Homeowners Association, Inc.,(the Association) the right to enforce, by a proceeding at law or in equity, all restrictions, conditions covenants, reservations, easement, liens and charges now or hereafter imposed by the provisions of this Declaration or other Association documents, and

WHEREAS, Section 55-513 of the Virginia Property Owners Association Act, grants the Association the power to assess charges against any member for any violation of the Declaration of Covenants, Conditions and Restrictions or Architectural Control Guidelines for which the member or his family member, tenants, guests, or other invitees are responsible for, and

WHEREAS, Article VII, Section 7.14 of the Bylaws of the Great Falls Homeowners Association, Inc., grants the Board of Directors of the Association the powers and duties necessary for the proper administration of the affairs of the Association, and

WHEREAS, the Board has determined that it is in the best interests of the Association and the Association's members to establish standards for the review, notification and enforcement of violations;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts the following Property Maintenance Guidelines and Enforcement Procedures.

The Board, in accordance with the Act, Declaration, Bylaws, and the above recitals, duly adopts the following Regulatory Resolution:

General Maintenance Responsibility. Lot Owners shall at all times keep their Lots, and the buildings and improvements thereon, in good order, condition, and repair. All maintenance, repair or replacement must be completed as soon as reasonably possible. Appropriate maintenance shall include, **but not be limited to**, the following:

A. **MAINTENANCE OF LOTS**

1. Lot Owners shall maintain their Lots at all times in a safe, clean, neat and sanitary condition. Trash, garbage, yard debris or other waste shall be kept in heavy-duty containers, and be properly covered, tied and/or bagged. In accordance with the Declaration, Article VI, Section (f), trash containers, recycling bins and yard debris shall be screened from view from the front of the owner's house at all times other than on trash pickup days.

2. Broken furniture and appliances shall not be stored outside the Lot Owner's house. All broken furniture and appliances should be discarded or removed promptly.

3. Children's play equipment, sheds, and antennas and satellite dish devices shall be maintained and kept in good repair, and must be located solely on the rear portion of the Owner's Lot. In the event good reception is not available with a satellite dish installed in the rear of the Lot, the Owner should notify the Association to obtain a waiver for installation in another location.

4. Firewood shall be kept neatly stacked and located at the rear or side of the home in a manner so as to minimize view from the street and from neighboring lots.

5. Fences, posts, lattices and gates shall not have any broken, leaning, or loose supports, slats, pickets, boards, hinges or clasps.

B. MAINTENANCE OF LAWNS/SHRUBS/PLANTED BEDS/LANDSCAPING

1. All Lot Owners are responsible for general upkeep of their lawns, plant beds, trees, shrubbery, bushes, flowers and other landscaping. All lawn areas, planted beds, trees, shrubbery, bushes, flowers and other landscaping shall be kept in a neat, trimmed and orderly condition, and shall be free from trash and other debris, excessive weeds, and dead plants, bushes, trees and shrubs.

2. All bushes, trees, shrubbery and other landscaping shall be kept trimmed and shall not encroach upon the sidewalk, streets, common areas or other Lots.

C. MAINTENANCE OF HOME EXTERIORS

1. All exterior trim, decks, porches, and other structures shall be kept free of peeling paint. Trim, decks, porches, and other structures composed of wood shall be kept free of rotten wood.

2. Roofs shall be maintained so that all shingles and other surface areas are intact. Roof repair or replacement shall be promptly performed if: (1) the roof has deteriorated to the point that the layers/surfaces of tar paper, asphalt, etc. under the outer shingle surface are visible from the street or (2) any material portion of the outer shingle surface is missing or has fallen into any Lot, common area, sidewalk or street area.

3. Roofs, brick and siding shall be free of algae, mildew and mold visible from the street; all repairs shall match the original in color and size. No bricks or siding shall be missing.

4. All exterior doors, including garage doors and any screen and storm doors, shall be properly hung and maintained in good appearance with no missing hardware, glass, plexiglas or screens, no missing or rotting wood or other panels or parts, and no chipping, peeling or missing paint.

5. Any broken or missing window screens and shutters shall be promptly repaired or replaced.

6. Cracked, broken or missing glass in any windows shall be promptly replaced.

7. Sagging or missing gutters shall be promptly repaired or replaced.

8. Address numerals shall be maintained so as to be clearly visible from the street.

9. Driveways, sidewalks, street gutters, steps and porches shall be kept in clean and good condition and repair.

10. Mailboxes and posts shall be kept free of peeling paint, significant dents and shall have the flags and numbers kept in good repair.

11. All repairs and replacements shall be completed in a timely and workmanlike fashion.

D. CATEGORIES OF VIOLATIONS

Property violations shall be categorized as follows:

1. **Architectural** - Modifications accomplished without approval or not in compliance with the conditions of approval.
2. **Maintenance** - Covers the exterior of all structures, including decks, fences, etc. that require maintenance and/or repair.
3. **Vehicle** - Includes any type of vehicle violation described in the Association's governing documents.
4. **Miscellaneous** – Other violations not covered in above categories.

E. REVIEW/REPORTING VIOLATIONS

The Managing Agent shall conduct routine periodic inspections throughout the property and record violations and/or confirm reports of violations from other residents. For complaints that cannot be verified by the Managing Agent (certain pet violations, noise complaints, etc.), the reporting resident must provide in writing their name and address. Names of complaining residents are not routinely revealed, but shall be part of the official records that may be examined in accordance with the Virginia Property Owners Association Act.

F. NOTIFICATION OF VIOLATIONS

In any instance where the violation presents a health or safety hazard, the Managing Agent may take immediate action or abbreviated notification to correct the violation at the Member's expense.

Upon a reasonable and timely request from a member, the Managing Agent is granted the authority to extend deadlines identified in any notification.

All notification of violations as described below will be mailed via first class mail to the Member at the address of record with the Association. If the Member is a non-resident, a copy of the violation notices shall also be mailed to the tenant at the unit address.

1. **Architectural** - Upon confirmation of a violation, the Managing Agent will initiate the notification process, which will consist of two (2) notices to be issued. The First notice will be issued and if after thirty (30) days, if resolution has not occurred after the expiration of the thirty (30) days, a second notice will be issued with fifteen (15) days given to comply.
2. **Maintenance** - Upon confirmation of a violation, the Managing Agent will initiate the notification process, which will consist of two (2) notices to be issued. The first notice will be issued and if after thirty days (30) there has been no resolution to the violation, a second notice will be issued with fifteen (15) days given to comply.
3. **Vehicle** - Upon confirmation of a violation, the Managing Agent will place a ticket on the vehicle or, if the address of the person responsible for the vehicle is known, issue a letter, with notification that unless the vehicle is removed and/or the violation corrected, the vehicle will be towed in ten (10) days at the owner's expense.
4. **Miscellaneous** - Upon receipt of a complaint and/or confirmation of a violation, the Managing will issue a reminder to comply with the documents. Upon failure to correct within ten (10) days or a repeat of the violation within three (3) months, the Managing Agent will issue another notification, up to a total of three (3) notices for the same type of violation.

CERTIFICATE OF MAILING

I, Nancy Stephens Carter, Managing Agent for the **Great Falls Woods Homeowners Association**, hereby certify that a copy of the foregoing Administrative Resolution No. **2013-001**, was mailed, postage prepaid, to all Owners of record on the 24th day of July, 2013.

Nancy Stephens Carter

Managing Agent

**GREAT FALLS WOODS HOMEOWNERS ASSOCIATION, INC.
RESOLUTION ACTION RECORD**

No. **2013-001**

Pertaining to: Property Maintenance Guidelines and Enforcement Procedures

Duly adopted at a meeting of the Board of Directors held July 24, 2013.

Motion by: Harry Lalor Seconded by: David Pope

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>/s/</u> _____ David Pope, President	<u>√</u>	___	___	___
<u>/s/</u> _____ Harry Lalor, Secretary	<u>√</u>	___	___	___
_____ Paul Misener, Treasurer	___	___	___	<u>√</u>

ATTEST:

/s/

Secretary

07/24/2013

Date

File:

Book of Minutes:

Book of Resolutions:

Resolution effective: August 1, 2013.