

CARISBROOKE HOMEOWNERS ASSOCIATION

RESOLUTION NO. 2009-1 Architectural Violation Enforcement Procedures

WHEREAS, Section 8 of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens of the Carisbrooke Association (“Association”) charges the Architectural Committee with the powers of review and approval or disapproval of all architectural and design requests; and

WHEREAS, Section 8.8.2 of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens (“Declaration”) further vests in the Association and its Architectural 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 Association 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 Association’s Board of Directors (“Board”) desires to establish procedural guidelines for enforcement of the Association’s policies and standards; and

WHEREAS, the Association has engaged in an Association Management Service Agreement with a Managing Agent (“Management” or “Agent”) which is authorized to manage the affairs of the Association in accordance with the terms and conditions of the Declaration and By-Laws of Carisbrooke Homeowners Association (Section 3.8.1(e), together with the Articles of Incorporation, collectively referred to as the governing documents and all applicable law;

NOW THEREFORE, BE IT RESOLVED 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 in writing to the Managing Agent. Anonymous complaints will not be accepted. 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. The Association cannot guarantee that the name of the complainant will be held 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 un-kept 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, Conditions, Restrictions, Easements, Charges and Liens, 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, Conditions, Restrictions, Easements, Charges and Liens.
3. FAILURE TO REPAIR AND/OR REPLACE
Failure to comply with the Association's request to undertake repair and/or replacement to the exterior of any property constitutes a major violation of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens.

III. Correction of a Minor Violation

- A. Upon confirmation of an alleged minor violation or in the case of a violation resulting from a site inspection, 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 ten (10) days.
- B. If the violation is not corrected within the specified timeframe (i.e., ten (10) days), the Association shall send a notice of hearing to the lot owner(s). 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.
- 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 impose monetary charges in accordance with Section 55-513 of the Virginia Property Owners Association Act. The Association may assess monetary charges to the maximum extent provided by law (ten dollars per day for a continuing violation not to exceed a total of 90 days) and the charges shall continue to be assessed until the Association is notified by the lot owner(s) that the violation has been corrected, as confirmed by an on-site inspection by Management.
- 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).

IV. Correction of a Major Violation

- A. Upon confirmation of an alleged major violation or in the case of a violation resulting from a site inspection, 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 thirty (30) days.
- B. If the violation is not corrected within the specified thirty (30) day time frame, as verified by Management, a cease and desist notice shall be mailed to the lot owner(s) requesting corrective action within fifteen (15) days. The cease and desist letter shall advise the Owner(s) of the right to a hearing before the Board of Directors and shall request a written response from the Owner(s) within ten (10) days which shall either acknowledge the violation and attest that it will not recur, provide a reasonable date in which the violation will be corrected, or dispute the violation and requesting a hearing before the Board of Directors. The cease and desist notice shall be hand delivered or mailed by registered or certified mail, return receipt requested.

- C. If the violation is not corrected within the specified time frames (i.e., forty-five (45) days) and the Owner(s) do not remit a written response to the cease and desist notice as stated above, the Association shall send a notice of hearing to the lot owner(s). 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.
- D. 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 impose a monetary charge in accordance with Section 55-513 of the Virginia Property Owners Association Act. The Association may assess monetary charges to the maximum extent provided by law and the charges shall continue to be assessed until the Association is notified by the lot owner(s) that the violation has been corrected.
- E. 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).

V. Chronic Violation

- A. Due to the extensive time that the Association provides the lot owner(s) to correct infractions, it is possible for easily corrected violations to reoccur numerous times, causing unsightly conditions that the Association's Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens are intended to prevent, limit and correct. In order to provide the Association a means to correct recurring violations, a lot will be designated as a "chronic violation property" if any of the following apply:
 - 1. The Association has issued a violation notice to the same lot for the same minor violation on two (2) separate occasions within a ninety (90) day period, regardless of whether the violation(s) is corrected within said timeframe.
 - 2. The Association has issued notice to the same lot for different violations on three (3) separate occasions within a twelve (12) month period, regardless of whether the violation(s) is corrected within said timeframe.
- B. Upon determining that a property meets the definition of a "chronic violation property," the Association shall notify the property owner by certified mail of said designation, including the date and nature of each violation, the penalties for further violations, and the criteria for removing the chronic violation status. 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. During any period that a property is designated as a chronic violation property, each further architectural violation at said property which is categorized as “minor” by the Association must be corrected within five (5) calendar days from the date that notification was mailed or delivered to the lot owner(s). If the minor violation is not corrected within said five (5) day period, the Association shall continue with the process outlined in Section III-B through III-D of this resolution.
- D. During any period that a property is designated as a chronic violation property, each further architectural violation at said property which is categorized as “major” by the Association must be corrected within five (15) calendar days from the date that notification was mailed or delivered to the lot owner(s). If the violation is not corrected within said five (15) day period, the Association shall continue with the process outlined in Section IV-B through IV-E of this resolution.

VI. Right of Entry

- A. At any time throughout the violation and enforcement process stated above, the Association shall have the right to enter on any lot and correct any “minor” violation in accordance with Section 9.6 of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens, if so deemed necessary by the Board of Directors or Managing Agent.
- B. The right of entry letter shall be hand-delivered or mailed by registered or certified mail, return receipt requested, at least fifteen (15) days prior to such action, except in the case of an emergency in which event only such notice need be given as is reasonable under the circumstances.
- C. In such event, owner(s) shall pay to the Association the amount of any and all reasonable expenses incurred by the Association in taking such action, within (10) days after written demand from the Association.

VII. Site Inspections

- A. The Association 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).

VIII. Reporting and Record Maintenance

- A. Upon verification of any existing violation(s), Management shall ensure that the violation is accurately recorded and a physical copy of violation letter is to be kept in the respective property file.

- B. Management shall undertake the necessary follow-up inspection to ascertain if the violation has been corrected.
- C. In the event that no corrective action is undertaken in response to the violation letters or notices, Management shall serve as the principal liaison between the Board of Directors and legal counsel in fulfillment of the enforcement procedures outlined above.

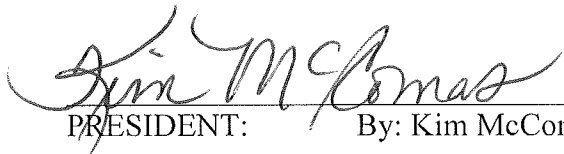
IX. Perfecting a Lien and/or Suit in Court

- A. In accordance with procedures outlined above, at no time shall legal counsel file a civil action in court without the majority consent of the Board of Directors.
- B. Upon 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.

This Resolution is effective January 1, 2010

The Board directs that this Resolution shall be reasonably published or distributed to the Owners of the Association.


ATTEST: CARISBROOKE HOMEOWNERS ASSOCIATION



PRESIDENT: By: Kim McComas

10/15/09

DATE



SECRETARY: By: Michael Simmons

10/15/09

DATE

