

RESOLUTION OF THE BOARD OF DIRECTORS OF BLUE RIDGE SHADOWS HOMES ASSOCIATION

ASSESSMENTS, CHARGES AND COLLECTIONS

Section A. Authority

WHEREAS, Article V, Section 1, of the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as Declaration) and Article VI of the Bylaws create an assessment obligation for Owners;

WHEREAS, Article IV of the Articles of Incorporation; Article V of the Declaration; and Article VI of the Bylaws, collectively known as the Association Instruments, empower the Board of Directors (hereinafter referred to as the Board) to take and enforce assessments against Owners to defray the common expenses of the Association and to establish the means and methods of collecting assessments from unit owners;

WHEREAS, Article V of the Declaration and Article VI of the Bylaws specify the types of relief the Association, through its Board or managing agent may seek under the terms of the Association Instruments, the Property Owners' Association Act (hereinafter referred to as the POAA), and other State statutes, when a unit owner is in default, including, without limitation, rules violation charges, late charges (as a cost of collection), costs, attorneys' fees; and interest; and

WHEREAS, Article V, Section 3 and Section 4 of the Declaration empowers the Board to establish the due dates for the payment of the annual assessments and special assessments; and

WHEREAS, the Board has determined that annual assessments are due monthly in equal installments on the first day of the month; and

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

IT IS THEREFORE RESOLVED AS FOLLOWS:

Section B. General Policy

1. Due Date

All monthly installments of the annual assessments and special assessments shall be due and payable in advance on the first business day of each month.

2. Mailing Address

All documents, correspondence, and notices relating to assessments or charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by an owner. Non-resident owners are encouraged to provide tenants names and phone numbers to the managing agent.

3. Non-Receipt of Invoice or Coupon

Non-receipt of an invoice or coupon shall in no way relieve the owner of the obligation to pay the amount due by the due date. No Owner may waive or escape liability for the assessments by non-use of the Common Area or abandonment of the Lot.

4. Charges for Violations of Declaration, Bylaws, Rules and Resolutions

All costs incurred by the Association as a result of any violation of the Declaration, Bylaws, Rules, Regulations and/or Resolutions of the Association by a unit owner, their family members, employees, agents, lessees; or licensees, shall be specially assessed or charged against the unit owner. Such costs include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from an owner's failure to pay charges or assessments when due or from any other default referred to in this Resolution.

5. Other Charges

Charges assessed pursuant to the Association Instruments or the POAA shall be collected as an assessment or in such manner as shall be determined by the Board.

Section C. Crediting of Payments

Payments received from a unit owner shall be credited in the following order:

1. Charges for attorneys' fees and legal costs.
2. Returned check charges, resale disclosure packet fees or assessments, late fees and interest accrued, as applicable.
3. Other charges incurred by the Association as a result of any violation by an owner, their family members, employees, agents, lessees or licensees of the Declaration, Bylaws, Rules and Regulations, or Resolutions.
4. Monthly Association assessment, applied first to the oldest amount due.
5. Special Association assessment and late fees for each unit, applied first to the oldest amount due.

Section D. Remedies for Non-Payment of Assessments and Other Charges

1. Grace Period and Late Fees

If payment of the total assessments due, including special assessments, charges for violations of the Association Instruments or Rules and Regulations, and returned check charges, are not received by the managing agent by the fifteenth (15th) calendar day of the month in which due, the account shall be deemed late and a late fee or charge of Twenty-Five Dollars (\$25.00) automatically shall be added to the amount due and shall be a part of the continuing lien for assessments, as provided for in the Association Instruments, the POAA, and applicable State statutes, until all sums due and owing shall have been paid in full.

2. Returned Check Charge

If a check is returned and an assessment or charge due and owing is not otherwise received in the applicable time period, as provided in Section B, paragraph 1, the account shall be deemed late and a late charge shall be added, in addition to a returned check processing charge of Thirty-Five Dollars (\$35.00) and the bad check return fees charged to the Association by its bank.

3. Certified Payments

If the Association receives from any unit owner, in any calendar year, one or more checks returned for insufficient funds for payment of assessments or other charges, the Board may require all future payments to be made by certified check, cashiers check or money order for the remainder of the calendar year.

4. Late Notice

A "Late Notice" shall be sent by the managing agent by regular first class mail to owners who have not paid assessment or charges, in full, by the fifteenth (15th) calendar day after the due date. The late notice will warn the owner that the account may be accelerated and may be sent to legal counsel for legal proceedings. Non-receipt of such notice does not relieve the owner of their financial obligation to pay the costs of collection accrued by the Association for the collection of the delinquent debt, including, but not limited to costs, attorney fees, and interest.

5. Interest Rate

If a default for common expenses continues in excess of (30) calendar days, interest at the maximum rate per annum allowed by Association Instruments shall be added to the account and shall accrue from the due date thereof until paid in full. If a default in other than common expenses continues in excess of thirty (30) calendar days, interest at the maximum legal rate of six percent (6%) per annum allowed by the Association Instruments or the Property Owners' Act shall be added to the account and shall accrue from the due date until paid in full.

6. Suspension of Voting Rights/Recreational Facilities

Voting rights and the use of the recreational facilities are automatically suspended for any period during which any assessment against the lot remains unpaid, pursuant to Article II, Section 1(b) of the Declaration. If an owner is on a payment plan and current on the monthly payments, voting rights and the use of recreational facilities would remain suspended until the account is paid in full.

7. Referral for Legal Action

If payment in full, of any assessment or charge, interest, and returned check charges, is not received by the managing agent by the thirtieth (30th) day after the due date, the account shall be referred to counsel for the Association. Counsel shall mail a notice of legal action which notifies the owner that the account will be accelerated through the end of the fiscal year and the entire balance of the annual assessment for the remainder of the fiscal year shall be declared due in full and notifies the owner of proposed legal action Reasonable attorneys' fees; interest, and the costs of collection, including late fees, shall be added to the account and the owner shall be liable for costs, attorney fees, and interest, pursuant to the Association Instruments, POAA or other statute, as applicable. The fiscal year of the Association shall begin on the first day of January and end the 31st day of December every year.

Section E. Legal Remedies for Non-Payment of Assessments and Other Charges

1. Memorandum of Lien

If payment in full, of the amounts due, is not received by counsel or the managing agent within thirty (30) calendar days after the notice of legal action has been sent, a Memorandum of Lien shall be filed. Non-receipt or lack of notice shall not prevent the Association from filing a lien within the statutory deadline. Reasonable attorneys' fees and the costs of collection, including the costs of filing and releasing the Memorandum of Lien, shall be added to the account and the owner shall be liable for costs and attorney fees, pursuant to the Association Instruments.

2. Civil Suit

If payment in full, of all amounts due, is not received by counsel or the managing agent by within thirty (30th) calendar day after a due date, a civil suit may be filed personally against the delinquent unit owner(s). Reasonable attorneys' fees and costs shall be added to the account and the owner shall be liable for costs and attorney fees, pursuant to the Association Instruments.

3. Other Legal Action

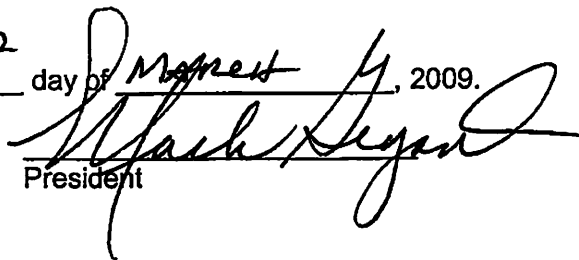
If an account remains delinquent after the filing of a lien or civil suit, counsel for the Association shall take other appropriate legal action to collect the amounts due, except as provided in *paragraph 4* and unless directed otherwise by the Board of Directors of the Association. Reasonable attorneys' fees and costs shall be added to the account and the owner shall be liable for costs and attorney fees, pursuant to the Association Instruments.

4. Foreclosure Suit

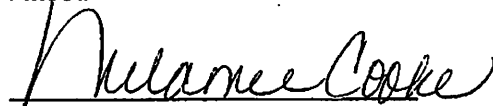
If a lien remains unpaid, a suit to enforce those liens and foreclose on the unit may be filed within thirty-six (36) months of the date the lien is recorded, upon written authorization from the Board of Directors. Reasonable attorneys' fees and costs shall be added to the account and the owner shall be liable for costs and attorney fees, pursuant to the Association Instruments.

Section F. Effective Date

Resolution 2009-1 if effective on the 3rd day of March, 2009.


President

Attest:


Secretary

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

**BLUE RIDGE SHADOWS
HOMEOWNER ASSOCIATION, INC.**

RESOLUTION ACTION RECORD

Resolution Type: Policy No. 2009-1

Pertaining to: Assessments, Charges and Collections

Duly adopted at a meeting of the Board of Directors of the Blue Ridge Shadows Homeowners Association, Inc., held on _____

Motion by: [Signature] Seconded by: [Signature]

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> , Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> , Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> , Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

[Signature]
Secretary

3-3-09

Date

Book of Minutes – 2009

Resolution effective: _____

**BLUE RIDGE SHADOWS COMMUNITY ASSOCIATION
POLICY RESOLUTION NO. 12- 01**

(Policy Required under Virginia Law for the Receipt and Resolution of Complaints)

WHEREAS, the Virginia Code 55-530(E) and Regulations (Chapter 70, Part One of the Common Interest Community Ombudsman Regulations) require community associations to adopt a policy and procedures for the receipt and resolution of complaints alleging a violation of applicable law or regulations; and

WHEREAS, Section 18VAC48-70-10, *et seq.*, of the Virginia Administrative Code requires that the Association enact the written complaint procedures required by Section 55-530(E) of the Virginia Code by September 28, 2012 and outlines the requirements of said complaint procedures; and

NOW, THEREFORE, the Board of Directors adopts the following policy and procedures:

1. **Complaint Form.** In order to properly submit a complaint, the complaining party must fully complete the Complaint Form attached hereto as Exhibit A and send it by mail, hand-delivery, or facsimile to one of the following addresses or numbers:

Blue Ridge Shadows Community Association
c/o Dale Edwards, Community Manager
Sequoia Management Company, Inc.
13998 Parkeast Circle
Chantilly, VA 20151-2283
Fax: (703) 968-0936

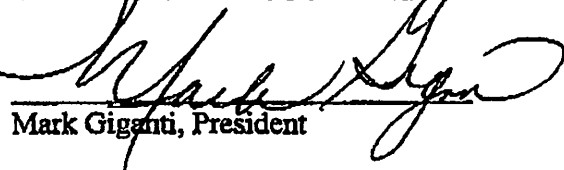
3. **Required Information.** The Association shall review the Complaint Form in order to determine if it is complete and actionable. A complaint must specifically allege a violation of applicable law or regulations by the Association. If the complaint does not express such an allegation, the complaint is not actionable, and this policy shall not apply. If the complaint is complete and actionable, the Association will accept it for review and decision. If the complaint is incomplete or not actionable, the Association will not accept the complaint and shall notify the complainant why the complaint was not accepted and what additional documentation or information is necessary, if applicable, to process the complaint. In either case, the Association will provide a written response to the complainant within 7 days by either certified mail or hand-delivery. Acknowledgment of receipt and either acceptance or rejection may be sent via electronic means if the complainant has consented to receive electronic communication from the Association, and, in such event, the Association shall retain a record of delivery of such acknowledgment.
4. **Review Period.** Assuming the complaint is accepted for review, either upon initial filing or upon receipt of additional information or documentation, the Association shall then undertake best efforts to complete its review of the complaint within thirty (30) days of receipt. If a complainant fails to submit any required and requested documentation or

information to the Association within fourteen (14) days of the Association's written request, the Association shall deem the matter closed.

5. **Meeting or Hearing.** After conclusion of the review period, the Association shall provide written notice to the complainant of the time, date and location of either a hearing or meeting of the Association's representatives who will make a final decision regarding the complaint. The written notice shall be sent to the complainant via either hand-delivery or certified mail, return receipt requested, no less than 14 days in advance of the meeting or hearing. The written notice may be sent via electronic means if the complainant has consented to receive electronic communication from the Association and, in such event, the Association shall retain a record of delivery of such acknowledgment.
6. **Notice of Decision.** The Board of Directors shall determine the representatives of the Association who shall conduct the proceedings and make a final decision on the complaint. Notice of that decision ("Notice of Decision") shall be rendered to the complainant by certified mail or hand delivery within 7 days of the decision. The Notice of Decision shall be dated as of the date of the decision, include specific citations to the laws or regulations of Virginia that led to the final decision, and shall include the Common Interest Community registration number for the Association. If applicable, the Notice of Decision shall also state the name and license number of the common interest community manager involved.
7. **Appeal to Ombudsman.** The Notice of Decision shall also advise the complainant of his or her right to file a Notice of Adverse Decision to the Office of the Common Interest Community Ombudsman and provide the data necessary to do so.
8. **Record Keeping.** The Association shall maintain a record of all complaints for no less than one year from the date of the Association's final decision, including incomplete and non-actionable complaints.
9. **Availability.** A copy of these procedures shall be made available upon request, and on the Association's website.
10. **Resale Disclosure Packet.** A copy of these procedures shall be included in any resale disclosure packet issued after the effective date below.
11. **Annual report.** The Association shall certify with each annual report filing that the Association complaint procedure has been adopted and is in effect.

The effective date of this Resolution shall be September 28, 2012.

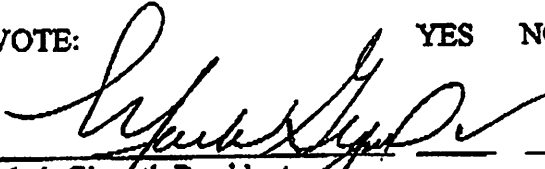
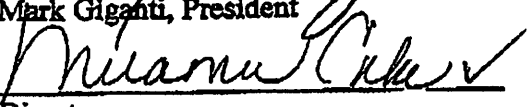

**BLUE RIDGE SHADOWS
COMMUNITY ASSOCIATION**


Mark Giganti, President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held September 21, 2012.

Motion by: Lauren Worthington Seconded by: Miriam Coker

VOTE:	YES	NO	ABSTAIN	ABSENT
<u></u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Giganti, President				
<u></u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director				
<u></u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director				

Resolution effective: September 28, 2012.

Exhibit A
BLUE RIDGE SHADOWS COMMUNITY ASSOCIATION
COMPLAINT FORM

(To comply with Section 55-530 of the Virginia Code)

You must use this form to file a complaint. Please complete, sign and date this form and mail, or fax it to the Association's common interest community manager at the address below:

Blue Ridge Shadows Community Association
c/o Dale Edwards, Community Manager
Sequoia Management Company, Inc.
13998 Parkeast Circle
Chantilly, VA 20151-2283
Fax: (703) 968-0936

Name of Complainant(s): _____

Address: _____

Phone: (Home) _____ **(Work)** _____

(Mobile) _____ **(Email)** _____

Preferred method of communication: _____ **Writing** _____ **E-mail**

Please describe the nature of your complaint, including relevant times, dates and locations, and the specific provision of state law and/or regulations that you believe has been violated (please attach all documents and communications supporting your complaint – you may use additional pages):

Name and address of persons who are the subject of complaint:

Explain what you want the Association to do in response to your complaint:

You must date and sign this form. Anonymous complaints will not be accepted.

Signature: _____

Date: _____

The Association will maintain a record of your complaint for one year from the date upon which it takes action to resolve your complaint.

To be completed by Association representative only
Received by: _____ **Date:** _____

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of the Blue Ridge Shadows Community Association on this 21 day of September, 2012.



Dale Edwards, Property Manager

BLUE RIDGE SHADOWS HOMEOWNERS ASSOCIATION

POLICY RESOLUTION NO. 19-01

DUE PROCESS PROCEDURES

Relating to Enforcement of the Rules and Regulations and Legal Documents

WHEREAS, Article VI, Section 1 of the Blue Ridge Shadows Homeowners Association ("Association") Bylaws state that, "The Board of Directors ("BOARD") shall have the power to exercise for the Association all powers, duties and authority vested in or delegated to the Association, not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and

WHEREAS, Article IV, Section 1 (c) of the Association's Declaration provides that the Members use and enjoyment of the Common Area is subject to the right of the Association to adopt and enforce rules and regulations governing use of the Common Area and impose fines for the violations thereof; and

WHEREAS, Article IV, Section 1 (d) of the Association's Declaration provides the Board with the power to suspend a member's voting rights, right to run for the Board, and use recreational facilities or nonessential services offered by the Association for any period during which any assessment against the Member's lot remains unpaid or for a period of up to 60 days for any infraction of its published rules and regulations; and

WHEREAS, Article VI, Section 21 of the Association's Declaration provides the Association with the authority to adopt rules and regulations to enforce its restrictive covenants; and

WHEREAS, Article VII, Section 7 of the Association's Declaration provides that any exterior addition, change or alteration made without application to and approval of the Architectural Review Board ("ARB") shall be deemed to be in violation of these covenants and may be required by the Board to be restored to its original condition at the offending Owners sole cost and expense; and

WHEREAS, Article IX, Section 1 (k) of the Association's Declaration provides the Association with the right to enter on any lot to perform emergency repairs or to do other work reasonably necessary for the property maintenance or protection of the Property; and

WHEREAS, Article IX, Section 1 (l) of the Association's Declaration provides the Association with the right to enter on any lot to repair, maintain or restore the lot, all improvements thereon, and the exterior of the Dwelling Unit and any other improvements

located thereon if such is not performed by the Owner of the Lot, and to assess the Owner of the Lot the costs thereof, and lien the Lot therefore; and

WHEREAS, Article IX, Section 1 (n) of the Association's Declaration provides the Association with the right to adopt, publish and enforce rules and regulations governing the use of the Common Area and with respect to such other areas of responsibility assigned to it by the Declaration, including the right to adopt rules to suspend Members voting rights, and the members right to use recreational facilities or non-essential services for non-payment of assessments and to assess charges against Members for violations of the provisions of the Declarations or rules and regulations as provided for in the Virginia Property Owners Association Act; and

WHEREAS, the Board deems it necessary and desirable to adopt policies and procedures ensuring reasonable and timely enforcement of the legal documents and rules and regulations of the Association:

NOW, THEREFORE, BE IT RESOLVED THAT the procedures detailed below be adopted by the Board.

I. ENFORCEMENT OF GOVERNING DOCUMENTS AND RULES

- A. Written Complaint.** Any member or resident may initiate the enforcement process by filing a written complaint with the Architectural Review Board ("ARB") or Board.

The complaint must include a concise statement of charges setting forth in clear language the specific act(s) or omission(s) with which the offending party is to be charged. The complaint should be as specific as possible with respect to times, dates, places and persons involved. All complaints must be signed by the complainant.

- B. Preliminary Investigation.** Upon receipt and consideration of the complaint, the ARB may make a preliminary investigation as to the validity of the complaint. If the condition has been corrected, or the complaint is invalid for any reason, the ARB shall respond in writing to the complainant. If the preliminary investigation indicates the need for further action, the ARB may proceed with an Initial Notice. If it is questionable as to whether a violation exists, the ARB shall ask the Board to investigate and provide direction.

- C. Board Complaints:** Violations observed by the ARB or Board need not be written to initiate the enforcement procedure. Such violations will not receive a preliminary investigation and will proceed directly to the Initial Notice step if the conditions merit a violation notice.

- D. Initial Notice. If preliminary investigation indicates further action is necessary, the ARB shall mail a written notice to the alleged offender at the alleged offender's address listed on the records of the Association and to the property address, if the record address is different.

Written notice to an alleged offender shall advise the alleged offender of the nature of the offense, identify the specific provision within the legal documents which has allegedly been offended, the specific remedy(ies) required, and the number of days by which corrective action must be completed in order to preclude the possible assessment of charges or other enforcement remedies.

II. ENFORCEMENT REMEDIES

- A. If written notice to the alleged offender does not result in an abatement of the alleged offense, the Board or ARB may pursue enforcement remedies, which may include one or more of the following measures:
1. Suspension of right to use the Common Area;
 2. Suspension of right to run for the Board;
 3. Suspension of the right to vote;
 4. Restoration of premises to their original condition;
 5. Entry onto the Lot to repair, maintain, restore the lot, improvements thereon, and charge the costs therefore to the Owners;
 6. Imposition of charges against the Owner and Lot in the amount of \$10.00/day for continuing violations or \$50.00 per occurrence for individual violations;
 7. Action to enjoin by appropriate legal proceedings the existence or continuance of a violation or breach of the Association's legal documents or rules and regulations.

The above list is not exhaustive. The Association may take any such other actions as permitted by the Declaration and rules.

III. HEARING GUIDELINES

Before the enforcement remedies cited above may be pursued by the Board an opportunity for a hearing will be provided to the alleged offender. The following guidelines apply to the hearing procedure:

- A. The Board, or its designated tribunal, shall send a hearing notice, mailed by first class and certified mail, return receipt requested, to the Owner,

advising the Owner of his right to contest the complaint at a hearing before the tribunal. In instances when certified mail is refused or not picked up, notification shall be deemed effective three days after mailing.

- B.** Such notice shall be sent at least 14 days prior to the date of the hearing and shall advise the Owner: of the violation(s); any required remedial action to abate the violation; any enforcement remedies which may be pursued; the date, time and location of the hearing; of the Owner's right to be represented by counsel. The tribunal will attempt to accommodate reasonable requests for an alternative hearing date if requested in writing 7 days in advance of the hearing. Any such agreed hearing date shall not require additional mailed notice.
- C.** The tribunal shall conduct the hearing in the Owner's absence should they fail to appear at the hearing. The Owner shall be entitled present information, evidence, testimony and cross examine any witnesses at the hearing. The hearing may be held in open or closed session, but deliberations shall be conducted in closed session. The tribunal shall vote on their decision and any enforcement remedies to be imposed in open session.
- D.** Notice of the hearing result shall be mailed to the Owner by certified mail, return receipt requested within 7 days of the hearing.

IV. APPEAL OF DECISIONS OF THE BOARD OF DIRECTORS

- A.** Right of Owners to Appeal. A decision of the tribunal may be appealed to the Board if such appeal is taken within 13 days following the mailing of the hearing decision.
- B.** Appeals Petition. Appeals petitions must be in writing and in substantially the following form:
1. *"(I) (We) hereby petition the Board of Directors to hear an appeal of the decision of the tribunal (Case No.) (I) (We) further understand that within the Association the decision of the Board of Directors on this issue is final."*
- C.** Board Disposition of An Appeal. The Board will conduct a hearing under the general guidelines set forth above (notice of the hearing date need not be mailed so long as it is conveyed to the Owner. Within 7 days of the Board's hearing it shall mail notice of the final disposition of the matter to the Owner.

V. APPLICABILITY

- A. The procedures delineated herein may be applied to offenses of the rules and regulations and legal documents of the Association, but do not preclude the additional independent application of any other specialized and more expeditious enforcement procedures and remedies, as authorized in an Association Policy Resolution, the Declaration, or state law. Upon its adoption, this resolution supersedes any previous resolutions pertaining to Enforcement Procedures.

**BLUE RIDGE SHADOWS HOMEOWNERS ASSOCIATION
ENFORCEMENT PROCEDURES RESOLUTION
Resolution Action Record**

Resolution Type: Policy No. 19-01

Pertaining to: DUE PROCESS PROCEDURES

Duly adopted at a meeting of the Board of Directors held Action in Lieu.

Motion by: Lauren Worthington Seconded by: Tom Farr

VOTE:

	YES	NO	ABSTAIN	ABSENT
President	<u>✓</u>	_____	_____	_____
Vice President	<u>✓</u>	_____	_____	_____
Secretary	<u>✓</u>	_____	_____	_____

ATTEST:

Secretary: Lauren Worthington Date: August 21, 2019

Resolution effective August 21, 2019

BLUE RIDGE SHADOWS HOMEOWNERS ASSOCIATION

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
and REGULAR MAIL**

Owner/Resident
_____, Virginia

RE: Blue Ridge Shadows Homeowners Association --
Notice of Violation

Dear Owner/Resident:

Pursuant to the Due Process Resolution of B Association, this is to serve as notification that according to information provided to the Association, a condition on your Lot has been noted as a violation of _____.

The specific action/condition has been described as follows: _____

Before proceeding forward under the Due Process Procedure, we encourage you to address this condition on your Lot. Please take corrective action within thirty days of the date of this letter. Please advise our office of the action you have taken to address this matter. If you fail to take corrective action, the matter will be scheduled for a hearing before the Blue Ridge Shadows Homeowners Association Covenants Committee.

Thank you for your prompt attention to this matter and your cooperation. If you have questions, please contact me at _____.

Sincerely,

Managing Agent

BLUE RIDGE SHADOWS HOMEOWNERS ASSOCIATION

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
and REGULAR MAIL**

Owner/Resident
_____, Virginia

RE: Blue Ridge Shadows Homeowners Association --
Notice of Hearing Before the Covenants Committee

Dear Owner/Resident:

Pursuant to the Due Process Resolution of Blue Ridge Shadows Homeowners Association, this is to serve as notification that according to information provided to the Association, you are in violation of _____

_____. Notice of this violation was previously provided to you by letter dated _____, 20____. A copy of this letter is enclosed for your reference. The specific allegations are also set forth in the enclosed Complaint.

You are hereby notified that a hearing will be held before the Covenants Committee on _____, 20____, at ____ p.m. upon the charges set forth in the Complaint. You may be present at the hearing, may, but need not be represented by Counsel, and may present any relevant information including witnesses concerning the Complaint. You will be given a full opportunity to question any witnesses that you wish to present or which are presented by the Association.

Please confirm your attendance by calling _____ at _____ or if you have a reason why you cannot attend the hearing on the scheduled date, so that an alternative date may be scheduled. You will be entitled to only one rescheduling.

Please keep in mind that if no response is received from you, or if you confirm attendance but fail to attend without providing a satisfactory explanation, you will be deemed to have waived the right to the hearing.

If you are found in violation of the allegations set forth in the Complaint, the Covenants Committee has the authority to assess monetary charges in the amount of \$50 for a single offense and \$10 per day for no longer than 90 days for an offense of a continuing nature. The Covenants Committee can also assess expenses incurred in resolving this matter, issue a cease and desist order and suspend your ability to vote on Association matters and your use of Association

facilities and services. The Association may also pursue legal action if the Board of Directors, determines that to be appropriate.

If you have questions, please contact _____, Community Manager at (703) ____ - _____.

Sincerely,

Covenants Committee

By: _____

Name: _____

Title: Chair

BLUE RIDGE SHADOWS HOMEOWNERS ASSOCIATION

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
and REGULAR MAIL**

Owner/Resident
_____, Virginia

RE: Blue Ridge Shadows Homeowners Association --
CEASE AND DESIST NOTICE

Dear Owner/Resident:

Pursuant to Policy Resolution # _____ of Blue Ridge Shadows Homeowners Association, the Covenants Committee hereby orders you to CEASE AND DESIST the following acts or actions in violation of the Governing Documents:

This order will remain in effect until it is lifted by the Covenants Committee. Your immediate attention to these matters is requested.

Sincerely,

Covenants Committee

By: _____
Name: _____
Title: Chair

**BLUE RIDGE SHADOWS HOMEOWNERS ASSOCIATION
POLICY RESOLUTION NO. 17-3**

**(Procedures Regarding Age Verification and Disclosure of Active Adult Restrictions)
(Lots 119 - 140, and Lots 142 – 161 BLUE RIDGE SHADOW, PHASE 5)**

WHEREAS, by Amendment to Declaration of Covenants, Conditions and Restrictions recorded as Instrument Number 170002430 (the "Active Adult Amendment"), among the land records of Warren County, Virginia, in accordance with the requirements of the "Proffer Statement" approved as a part of Rezoning # R2016-09-01, Lots 119 - 140, and Lots 142 – 161 BLUE RIDGE SHADOW, PHASE 5 were subjected to certain restrictions for the purpose of claiming exemption as "housing for older persons" for persons fifty-five years of age and older, as more particularly described in the Active Adult Amendment and the Proffer Statement; and

WHEREAS, in order to comply with the requirements of the housing for older persons exemption, Blue Ridge Shadows Homeowners Association (the "Association") must: i) publish and adhere to policies and procedures that demonstrate its intent to operate as housing for older persons fifty-five years of age and older; and ii) comply with rules issued by the Department of Housing and Urban Development for the verification of occupancy.

NOW THEREFORE, the undersigned, being all of the directors of the Association do hereby, in order to satisfy the requirements for exemption as housing for older persons, adopt the following policies and procedures:

PLEASE NOTE THAT THE POLICIES AND PROCEDURES CONTAINED HEREIN DO NOT CONSTITUTE THE ENTIRE RESTRICTIONS, RULES OR POLICIES FOR [PROJECT].

BLUE RIDGE SHADOWS HOMEOWNERS ASSOCIATION
55 YEAR AND OLDER POLICY
(Lots 119 - 140, and Lots 142 – 161 BLUE RIDGE SHADOW, PHASE 5)

Terms used but not defined in this policy shall have the meaning subscribed to such terms in the Active Adult Amendment, and if such terms are not defined in the Active Adult Amendment, they shall have the meaning subscribed to such terms in the Declaration of Covenants, Conditions and Restrictions recorded as Instrument Number 050013986, among the land records of Warren County, Virginia, as may be amended from time to time (together with the Active Adult Amendment, the "Covenant").

55 YEAR AND OLDER AGE POLICY FOR BLUE RIDGE SHADOWS HOMEOWNERS ASSOCIATION , (Lots 119 - 140, and Lots 142 – 161 BLUE RIDGE SHADOW, PHASE 5):

The Fair Housing Amendments Act (Title VIII of the Civil Rights Act), as may be amended and/or supplemented from time to time (collectively, the "Act") exempts, "housing for older persons" from the Act's prohibition against discrimination because of familial status. Section 807(b)(2)(C) of the Act exempts housing intended and operated for occupancy by persons 55 years of age or older which satisfies certain criteria. HUD has adopted implementing regulations further defining the "housing for older persons" exemption at 24 CFR part 100, subpart E (Housing for Older Persons Act, hereinafter: "HOPA").

There are four factors required for a facility to claim the 55 and older exemption:

- that the housing be intended and operated for persons age 55 and older; (24 CFR 100.304)
- that at least 80 percent of the occupied Lots be occupied by at least one person who is 55 years of age or older OR BY CERTAIN OTHER RESIDENTS; (24 CFR 100.305)
- the housing facility or community must publish and adhere to policies and procedures that demonstrate its intent to operate as housing for persons fifty-five (55) years of age or older; (24 CFR 100.306) and
- the housing facility or community must also comply with rules issued by HUD for the verification of occupancy. (24 CFR 100.307)

Lots 119 - 140, and Lots 142 – 161 BLUE RIDGE SHADOW, PHASE 5 within Blue Ridge Shadows Homeowners Association are qualified for the exemption as a community for age 55 years or older persons. The intent is stated in *Article 2* of the DAD, as well as by the age rules adopted and enforced by the Association.

This policy's purpose is to cumulate in one place for easy reference the 55 and older age policy adopted by the Association within the rules and broad discretion permitted under the Act and HOPA. The Board, in its sole discretion, may add, delete or change its policies within the scope permitted by the Act and HOPA, as well as Applicable Law.

QUALIFICATION FOR EXEMPTION UNDER THE FAIR HOUSING AMENDMENTS ACT OF 1988 AND HOPA:

In accordance with The Fair Housing Amendments Act of 1988 and HOPA, it is the intent of Blue Ridge Shadows Homeowners Association to qualify Lots 119 - 140, and Lots 142 - 161 BLUE RIDGE SHADOW, PHASE 5 as housing for older persons age 55 years or older in *Article 2* of the DAD:

1. Requirements on Occupancy - Age Qualified Community. Lots 119 - 140, and Lots 142 - 161 BLUE RIDGE SHADOW, PHASE 5 within Blue Ridge Shadows Homeowners Association are intended for the housing of persons fifty-five (55) years of age or older. The provisions of Covenant, as amended by the Active Adult Amendment, are intended to be consistent with, and are set forth in order to comply with the Fair Housing Act, 42 U.S.C. §3601 *et seq.* (1988), as amended, the exemption for housing for older persons set out in 42 U.S.C. §3607(b)(2)(C), and the regulations promulgated thereunder (collectively, as may be amended, the "Fair Housing Act"), allowing discrimination based on familial status. Declarant has the power to amend the Covenant, without the consent of the Members or any person except Declarant, for the purpose of maintaining the age requirements consistent with the Fair Housing Act, the regulations adopted pursuant thereto, and any related judicial decisions in order to maintain the intent and enforceability of the Covenant.

2. Each occupied Lot shall at all times be occupied by either: (i) Disregarded Residents; or (ii) at least one (1) of which shall be fifty-five (55) years of age or older. Notwithstanding the foregoing, a Lot may be occupied by any of the following persons provided, however, that, in any event, no person may occupy a Lot if occupancy by such person would result in fewer than eighty percent (80%) of all occupied Lots being occupied by at least one (1) person of not less than fifty-five (55) years of age or by a Disregarded Resident: (i) persons eighteen (18) years of age or under, provided that any such persons do not occupy the Lot for more than a maximum period of thirty (30) days within any twelve (12) month period; (ii) any person who takes title to a Lot through a conveyance or change of interest by reason of death of the prior Owner of the Lot, whether provided for in a will, trust or decree of distribution; and (iii) any person granted an exception by the Board, in its sole discretion. For these purposes, a "Disregarded Resident" means either (i) an employee of the community who is under fifty-five (55) years of age that performs substantial duties related to the management or maintenance of the community, or (ii) a person under fifty-five (55) years of age who is necessary to provide a reasonable accommodation to disabled residents.

3. Nothing in the Covenant shall restrict the ownership of or transfer of title to any Lot; provided, no Owner under the age of fifty-five (55) may occupy a Lot unless the requirements of the Active Adult Amendment are met, nor shall any Owner permit occupancy of the Lot in violation of the Active Adult Amendment. Owners shall be responsible for including a statement that the Lots within [Project] [Section 11 55 and Older] are intended for the housing of persons fifty-five (55) years of age or older, as set forth in the Active Adult Amendment, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Lot, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and for clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Lot. Every lease of a Lot shall provide that failure to comply with the requirements and restrictions of the Active Adult Amendment shall constitute a default under the lease.

55 AND OLDER AGE POLICY:

1. Occupancy Age Requirements

- 1.1 There must be at least one person that is fifty-five (55) years of age or older (hereafter "Age Qualified Person" or "Age Qualified") residing on each Lot.
- 1.2 Persons 18 years of age or under may reside in Lots 119 - 140, and Lots 142 - 161 BLUE RIDGE SHADOW, PHASE 5 within Blue Ridge Shadows Homeowners Association provided that such persons do not occupy the Lot for more than a maximum period of thirty (30) days within any twelve (12) month period and as long as there is an Age Qualified Person also occupying the Lot.
- 1.3 These age requirements apply to Owners, renters and to house guests who occupy the Lot in the absence of the Age Qualified Owner or renter.

2. Occupancy Exception

- 2.1 The policy of the Association is not to permit under age occupancy on any Lot.
- 2.2 There is an exception for any person who takes title to a Lot through a conveyance or change of interest by reason of death of the prior Owner of the Lot, whether provided for in a will, trust or decree of distribution.
- 2.3 There is an exception for Disregarded Residents.

3. 80/20 Rule

- 3.1 No less than 80% of the occupied Lots shall be occupied by at least one Age Qualified Person. This does not mean that 20% of the Lots must be occupied by non-Age Qualified Persons or Disregarded Residents. It means that as long as 80% of the Lots are occupied by at least one Age Qualified Person, the community composed of Lots 119 - 140, and Lots 142 - 161 BLUE RIDGE SHADOW, PHASE 5 within Blue Ridge Shadows Homeowners Association maintains its exemption under HOPA as a 55 year and older community.
- 3.2 The policy of the Association is to maintain the percentage of Age Qualified and Disregarded Resident occupancy as close to 100% as possible, without mandating a greater percentage than the minimum 80% required by HOPA.
- 3.3 One of the primary reasons for the 80/20 rule adopted by Congress was to accommodate under age surviving spouses of Age Qualified decedents and to permit flexibility in specific situations at the sole discretion of the Board without endangering the HOPA exemption. Such exemption is permitted as long as the minimum 80% Age Qualified requirement under HOPA is not reduced. HOPA was enacted for the protection of the age requirement exemption and not to grant any rights to under age persons to occupy the 20% which is solely within the discretion of the Board.

4. **Verification of Age**

4.1 All residents, whether Owners, renters or house guests of absentee Owners or renters, must show evidence that at least one resident on the occupied Lot is Age Qualified or is a Disregarded Resident. Any of the following documents are considered reliable documentation of the age of the Occupants:

- a) Driver's license
- b) Birth certificate
- c) Passport
- d) Immigration card
- e) Military identification
- f) Any other state, local, national or international official documents containing a birth date of comparable reliability
- g) A certification in a lease application, affidavit or other document signed by any member of the household age 18 or older asserting that at least one person on the Lot is 55 years of age or older.

4.2 The Board may consider any one of the forms of verification identified above as adequate for verification of age, provided that it contains specific information about current age or date of birth.

4.3 Such evidence must be shown at the time such Owner or renter comes to the Association offices to obtain the mandatory Association membership card which confirms age compliance with HOPA and permits use of the facilities of the Association.

4.4 If the Owners or Occupants of a particular Lot refuse to comply with the age verification procedures, the Association may, if it has sufficient evidence, consider the Lot to be occupied by at least one person 55 years of age or older; such evidence may include:

- a) Government records or documents such as a local household census
- b) Prior forms or applications; or
- c) A statement from an individual who has personal knowledge of the age of the occupants. The statement must set forth the basis for such knowledge and be signed under penalty of perjury.

5. **Surveys for Compliance**

5.1 The Association will conduct surveys at least every two years and maintain a data base to verify age compliance as required by HOPA. All residents of Lots 119 - 140, and Lots 142 - 161 BLUE RIDGE SHADOW, PHASE 5 within Blue Ridge Shadows Homeowners Association are required to respond to the surveys. Proof of occupancy by at least one Age Qualified Person or Disregarded Resident in the occupied Lot as noted above must be provided in response to the survey unless already provided, in which case a reliable affidavit of current compliance is all that is required.

5.2 Copies of supporting information gathered in support of the occupancy verification may be segregated in a separate file and are considered confidential and not generally available for public inspection. The files are created for the sole purpose of complying with HOPA and are to be kept separate from the general or resident files that may be widely accessible to employees or other residents.

5.3 A summary of occupancy surveys shall be available for inspection upon reasonable notice and request by any person.

6. Disclosure of 55 and Older Age Policy

6.1 Any Owner or realtor who sells or leases real property in [Project] [Section 11 55 and older] shall disclose in the advertisements, purchase or lease documents that the portion of Blue Ridge Shadows Homeowners Association composed of Lots 119 - 140, and Lots 142 – 161 BLUE RIDGE SHADOW, PHASE 5 is a 55 and older community under HOPA. In the case of a lease of one or more of Lots 119 - 140, and Lots 142 – 161 BLUE RIDGE SHADOW, PHASE 5, the lease agreement shall verify that at least one Occupant is Age Qualified by specific current age or date of birth stated in the lease agreement, or is a Disregarded Resident.

6.2 A copy of this Policy shall be provided by every Owner/seller/lessor to any prospective buyer or lessee to read and acknowledge. This document is to be included as part of the purchase or lease documents.

6.3 Disclosure shall also be made to any persons permitted by the Owner or renter to occupy the Lot as house guests in the absence of the Age Qualified or Disregarded Resident Owner or renter. At least one house guest of such absentee Owner or lessee must be an Age Qualified or a Disregarded Resident Occupant. The under 18 years of age occupancy prohibition rule also applies to such house guests.

6.4 Non-disclosure by the Owner/seller/lessor shall not prevent the Association from enforcing this 55 and older age policy against any Owner and renter for noncompliance.

6.5 All “For Sale” or “For Rent/Lease” signs applicable to Lots 119 - 140, and Lots 142 – 161 BLUE RIDGE SHADOW, PHASE 5, whether by Owner or by a realtor, shall prominently display that this is a “55 YEAR AND OLDER AGE COMMUNITY”.

7. Enforcement

7.1 The Association will vigorously seek any and all remedies available to it by law including, but not limited to, fines and liens against the offending Owner’s or Occupant’s real property for non-compliance by the Owner, Occupant, or house guests.

7.2 The reporting and enforcement procedures for non-compliance shall be through the Board.

There being no further business to be taken by the undersigned directors, the directors of the Association make this consent effective as of the date set forth below and shall deliver this consent to the Association at its principal place of business and direct that it be filed in the appropriate records of the Association.

This Policy Resolution No. 17 - 3 may be signed in one or more counter-parts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

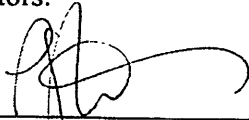
Execution Date:

May 11, 2017

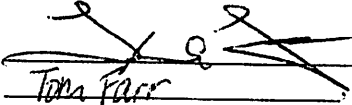
May 11, 2017

May 11, 2017

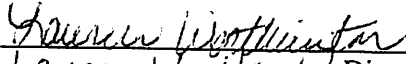
Directors:



Patrick J. Williams, Director



Tom Farr, Director



Lauren Werkington, Director

**BLUE RIDGE SHADOWS HOMEOWNERS ASSOCIATION
POLICY RESOLUTION 19-02**

**Procedures Relative to Due Process
(Relating to the towing of vehicles not adhering to community guidelines, restrictions and
covenants regulations)**

WHEREAS, Article 6, Section ix of the Declaration states to enforce any covenants or restrictions which are imposed by this Declaration or which may be imposed on any part of the Property.

Restrictions on Parking and Storage of Vehicles

WHEREAS, Article 6, Section 14 of the Declaration. Vehicles. – No inoperable, junk, unregistered, unlicensed or uninspected vehicle shall be kept on the property. No portion of the property should be used for the repair of a vehicle.

WHEREAS, Article 6, Section 15 of the Declaration. Commercial Vehicles. – No commercial or industrial vehicle such as but not limited to boats, boating equipment, travel trailers, camping vehicles or camping equipment shall be parked on the Property, except upon the prior written approval of the Board of Directors.

WHEREAS, Article 6, Section 16 of the Declaration. Recreational Vehicles. – No recreational vehicles or equipment, such as but not limited to boats, boating equipment, travel trailers, camping vehicles or camping equipment shall be parked on the Property without the prior written approval of the Board of Directors, as to location, size, screening and other relevant criteria. The Association shall not provide a storage area for these vehicles.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the following Due Process Procedures for Towing in the community.

ENFORCEMENT

WHEREAS, Article 6, Section 17 of the Declaration. Towing. – The Board of Directors shall have the right to tow any vehicle parked or kept in violation of the covenants contained within this Article, upon 24 hours' notice and at the owner's expense.

- The Managing Agent shall have the authority to issue a warning notice to vehicles which are in violation of this towing policy.
- Vehicles in violation of this resolution are subject to be towed at the owner's expense, 24 hours from the date of tagging, except any vehicle that was previously tagged for violation of any of these regulations which shall be subject to towing without notice for a repetition of said violation and vehicles parked in areas where parking of any kind is prohibited.

**CONSENT IN LIEU OF MEETING
OF THE BOARD OF DIRECTORS OF
BLUE RIDGE SHADOWS HOMEOWNERS ASSOCIATION**

WHEREAS, Article VII, Section 5 of the Declaration of Covenants, Conditions and Restrictions requires the Architectural Review Board (ARB) to adopt and publish architectural standards, subject to the confirmation of the Board of Directors.

Pursuant to the provisions of Article III of the Bylaws for the Association, action required or permitted pursuant to the Act to be taken at a meeting of the Members may be taken without a meeting and without action of the Board if the action is evidenced by written consent describing the action taken, signed by all of the Members entitled to vote on the action and delivered to the Secretary for inclusion in the minutes of the meeting or filing with the Association's records in accordance with Section 13.1-841 of the Act,

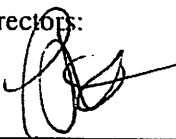
By unanimous consent, the Board has decided to modify the Association's architectural standards concerning the approvable materials and colors for decks; and the Board formally confirms the ARB's determination.

There being no further business to be taken by the undersigned Directors, the Directors of the Association make this consent effective as of the date set forth below and shall deliver this consent to the Association at its principal place of business and direct that it be filed in the appropriate records of the Association.

Effective Date: April 1st, 2019

Execution Date: Directors:

3/24/19




Patrick Williams, President

3/26/19



Thomas Farr, Vice President

3/26/19



Lauren Worthington, Secretary/Treasurer

BLUE RIDGE SHADOWS HOMEOWNERS ASSOCIATION

POLICY RESOLUTION NO. 19-03

(Modification to Policy about Materials and Colors of Decks)

WHEREAS, Article VII, Section 5 of the Declaration of Covenants, Conditions and Restrictions requires the Architectural Review Board (ARB) to adopt and publish architectural standards, subject to the confirmation of the Board of Directors.

WHEREAS, the ARB has decided to modify the Association's architectural standards concerning the approvable materials and colors for decks; and


WHEREAS, the Board formally confirms the ARB's determination.

NOW, THEREFORE, BE IT RESOLVED THAT the section of the Architectural Design and Maintenance Standards entitled "DECKS; Materials and Color" is hereby deleted in its entirety and replaced with the following:

Materials and Color: Materials should have natural weathering qualities as do brick, wood or "wood like" material (Trex, etc.) and stone. Wood in decks may be painted to match the trim or dominant color of the applicant's house. Certain kinds of wood, such as redwood, cedar and pressure-treated pine, may be left to weather naturally; or may be sealed with a clear natural wood stain to prevent weathering.

This Resolution was adopted at a duly called meeting of the Board of Directors held on April 1, 2019. The effective date of this Resolution shall be April 1, 2019.

**BLUE RIDGE SHADOWS HOMEOWNERS
ASSOCIATION**

By: 
Name: Patrick J. Williams
Title: President