

MEADOWS EDGE HOMEOWNERS ASSOCIATION

POLICY RESOLUTION NO. 09-01

Assessment Collection Procedures

WHEREAS, Meadows Edge Homeowners Association (the “Association”) is a property owners’ association organized and operating pursuant to the Virginia Property Owners’ Association Act, § 55-508, *et seq.*, Code of Virginia, (1950, as amended) (“Act”); and

WHEREAS, Section 6.4(a) of the Declaration for Meadows Edge (the “Declaration”) creates an assessment obligation of the owner of any lot which is subject to the Declaration (“Lot Owner”); and

WHEREAS, Section 55-515 of the Act and Section 12.1(a) of the Declaration charge all Lot Owners and their tenants, guests and invitees with compliance with the Declaration and all provisions of the Act; and

WHEREAS, Section 55-513 of the Act and Section 8.3 of the Declaration confer upon the Board of Directors (the “Board”) the power adopt, amend and repeal rules and regulations restricting and regulating the use and enjoyment of the Property, which may supplement, but may not be inconsistent with the provisions of the Association Documents; and

WHEREAS, Section 6.2(a) of the Declaration grants the Board the power to levy assessments against a Lot Owner in order to carry out the business and responsibilities of the Association; and

WHEREAS, Section 6.1(c) of the Declaration authorizes the Board to establish and provide for the collection of assessments; and

WHEREAS, Sections 6.5, 12.1 and 12.2 of the Declaration provide the Association with remedies against a delinquent Lot Owner, including the powers to accelerate the payment of assessments and to charge interest and late fees for non payment of assessments; and

WHEREAS, the Board has determined there to be a need to establish policies for the orderly collection of assessments.

NOW THEREFORE, BE IT RESOLVED THAT the Board hereby adopts the following assessment collection procedures and policies:

I. Routine Collections

A. **Due Dates**. Each fiscal year’s Annual Assessment shall be due and payable in advance in twelve monthly installments or such other periodic installments as the Board may determine from time to time, on or before the first (1st) day of each month. Unless otherwise

determined by the Board, the fiscal year is from January 1 to December 31 of each year. Unless otherwise determined by the Board and specified in the Additional Assessment notice, all Additional Assessments shall be due and payable on the first day of the next month after delivery to the Lot Owner of notice of the Additional Assessment.

B. **Owners' Mailing Addresses.** All documents, correspondence and notices relating to assessments or charges shall be mailed or delivered to the Lot Owner's "address of record" that appears in the Association's records. Lot Owners have the responsibility of informing the Association's management agent, in writing, of their correct address of record and any subsequent changes to that address.

C. **Invoices and Other Notices.** Non-receipt of an invoice, payment coupon or other notice shall in no way relieve the Lot Owner of the obligation to pay the amount due by the due date. If a Lot Owner does not receive a notice within the expected or required time period, the Lot Owner should contact the Association's management agent immediately to obtain a copy of the notice and to confirm the Lot Owner's correct mailing address.

II. **Remedies For Nonpayment Of Assessments**

A. **Late Fees and Interest.** If payment of the assessment installment is not received by the Association within ten (10) days after the applicable due date, the account is delinquent and a late fee of Twenty-Five Dollars (\$25.00) shall automatically be 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, until all sums due and owing shall have been paid in full. In addition, the delinquent assessment balance is subject to interest at the judgment rate provided for by Virginia law (as may be amended from time to time), accruing from the due date until paid. As of the date of this Resolution, the judgment rate is six percent (6%) per annum.

B. **Returned Checks.** If a check or electronic debit is returned or rejected for insufficient funds, the Lot Owner's account shall be assessed a returned check/debit processing charge of not more than Twenty-Five Dollars (\$25.00), plus the bad check/debit return fee, if any, charged to the Association by the bank. If the Association receives from any Lot 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 may be sent by the Association to Lot Owners who have not paid assessments or charges in full within ten (10) days after the due date. Non-receipt of such notice does not relieve the Lot Owner of his or her obligation to pay the assessment or the resulting late fees, costs, attorneys' fees or other applicable charges. Additional late notices or "reminder" notices may be sent to a delinquent Lot Owner, at the Board's discretion, prior to referral of an account to legal counsel.

D. **Collection Costs and Other Charges.** Pursuant to Section 12.2(a) of the Declaration, all interest and late fees, plus reasonable attorney's fees and other costs of collection incurred by the Association as a result of the failure of a Lot Owner to timely pay assessments shall be a lien on the lot and shall also be the personal obligation of the Lot Owner. Costs of collection may include, for example, administrative costs for late notices and for turning an account over to legal counsel, mailing costs, the cost of filing a lien and/or civil suit and other

court costs. These collection costs shall be added to the Lot Owner's assessment account and collected in the same manner as assessments. Other charges assessed pursuant to the Declaration or Section 55-513 of the Act shall also be collected in the same manner as an assessment or as otherwise determined by the Board.

E. **Acceleration**. As authorized in Section 12.2(b) of the Declaration, if a Lot Owner fails to timely pay any two (2) consecutive assessment installments, then the Board, by this Resolution, hereby authorizes the Association's management agent or legal counsel, as the case may be, upon notice to the delinquent Lot Owner, to accelerate the remaining balance of the Annual or Additional Assessments for the entire fiscal year, making that entire remaining balance immediately due and payable in full, without the need to obtain specific case-by-case direction from the Board in that regard.

F. **Legal Referral**. If an assessment installment or any other charge remains delinquent for more than ninety (90) days after its due date, then the Association's management agent is authorized to forward the Lot Owner's delinquent account to the Association's legal counsel for collection.

G. **Lien**. As provided under the Declaration and the Act, when an assessment is levied against a Lot Owner, that assessment is immediately deemed to be lien against the Lot 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, but only after first giving the delinquent Lot Owner at least ten (10) days' notice, by certified mail, that the lien will be recorded in the county's land records. Late fees, interest, attorney's fees, the costs associated with filing and releasing the Memorandum of Lien, and other costs of collection may be included as part of the lien and added to the Lot Owner's account.

H. **Further Legal Action**. If an account remains delinquent after the initiation of legal action (for example, the filing of a lien or civil suit), the Association's legal counsel is authorized to take other appropriate legal action to collect the amounts due, except as provided in Paragraph I below or unless directed otherwise by the Board. Once a judgment is entered against a Lot Owner, further legal actions may include, without limitation, garnishment of wages, rent and/or bank accounts, and the attachment of vehicles or other assets.

I. **Foreclosure**. If a lien remains unpaid, the Board may authorize the Association's legal counsel to institute foreclosure proceedings against the Lot Owner's lot within thirty-six (36) months of the date the lien was recorded (or within such other time period as may be authorized by the Act from time to time).

J. **Waivers**. The Board may, in its sole discretion, grant a waiver of any provision herein (except filing of Memoranda of Liens beyond the statutory deadline) upon written petition by a Lot Owner alleging a significant personal hardship. Any such relief granted to a Lot Owner shall be appropriately documented in the Association's files with the name of the person or persons representing the Board who granted the relief and the conditions of the relief, if any. The Board may designate the management agent, President or any other officer or agent with authority to act on behalf of the Board in this regard if a decision is needed prior to the Board's next meeting. If the Board grants a payment plan request for delinquent amounts that will extend for more than ninety (90) days or past the twelve (12) month deadline for filing a Memorandum of Lien for the delinquent amounts, then the Board may require that the delinquent amounts be secured by a

recorded Memorandum of Lien and/or by a promissory note as a condition of the payment plan.

K. **Management Waiver.** The Association's management agent is authorized to waive the imposition of late fees and interest if the delinquent Lot Owner had owned the lot for less than three (3) months at the time of the delinquency and, in the judgment of the management agent, the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment. This type of waiver may be granted only once to any Lot Owner.

L. **Application of payments.** Payments received from a Lot Owner shall be credited in the following order:

1. Any collection costs for delinquent accounts, including, for example, administrative fees, certified mailing costs, lien filing/releasing costs, and court costs;
2. Attorney's fees incurred by the Association in the collection process, to the extent consistent with applicable law;
3. Any late fees and returned check charges;
4. Any other charges assessed against the Lot Owner's account (for example, violations of the Declaration);
5. Annual, Services and/or Additional Assessments, applied to the oldest outstanding amount first.

M. **Suspension of Voting Rights, Right to Serve on Board, and Use of Facilities and Services.**

1. Pursuant to Section 12.1(h) of the Declaration and the terms of this Resolution, if a Lot Owner's assessment account is more than sixty (60) days delinquent, then that Lot Owner's right to vote on Association matters and right to be elected to, or serve on, the Board shall be automatically suspended without further notice other than this Resolution, with such suspensions continuing until that Lot Owner's assessment account is fully paid.

2. In addition, pursuant to Section 12.1(h) of the Declaration and Section 55-513.B of the Act, for any Lot Owner whose account is more than sixty (60) days past due, the Board may suspend that Lot Owner's right to use Association-provided recreational facilities and non-essential services, but only after first giving notice and an opportunity for a hearing pursuant to the requirements of Section 55-513.B of the Act and any other applicable procedures that may be adopted by the Board from time to time.

The remedies stated herein shall not constitute an election of remedies and all remedies shall be deemed cumulative.

[signature on following page]

MEADOWS EDGE HOMEOWNERS ASSOCIATION

RESOLUTION ACTION RECORD

Resolution Type: Policy No. 09-01

Pertaining to: Assessment Collection Procedures

Duly adopted at a meeting of the Board of Directors of the Meadows Edge Homeowners Association held January 20, 2009.

Motion by: Amy Polk Seconded by: Mark Flynn.

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>Amy B. Polk Amy Polk</u> Member <u>✓</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Gary Leysmaf Gary Leysmaf</u> , Member <u>✓</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>mark Flynn mark Flynn</u> , Member <u>✓</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, Member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, Member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

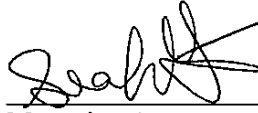
ATTEST:
Seah agent
Secretary - Recording Secretary

1/21/09
Date

Resolution effective: January 7, 2010

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the owners of the Meadows Edge Homeowners Association on this 9th day of November, 2009.



Managing Agent

**UNANIMOUS WRITTEN CONSENT IN LIEU OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF**

MEADOWS EDGE HOMEOWNERS ASSOCIATION

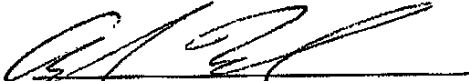
The undersigned, being all of the Directors of the Meadows Edge Homeowners Association, a homeowners association in the Commonwealth of Virginia, in lieu of holding a regular meeting hereby consent to the adoption of the following resolution, agreeing that this resolution shall have the same force and effect as if unanimously adopted at a meeting of the Board of Directors at which all Directors were present:


Approve the motion to approve Policy Resolution - CICB Complaint Procedure

RESOLVED, that in lieu of the Board of Directors meeting, we approve:

Motion to approve Policy Resolution – CICB Complaint Procedure Resolution.

DATED: 9/4/2012


Adam Nelson, President


Gary Leygraaf, Vice President


Mark Flynn, Secretary/Treasurer

MEADOWS EDGE HOMEOWNERS ASSN INC.

POLICY RESOLUTION NO. 9-1-A ___

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 association (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 days of the effective date of the CICB regulations, all common interest community associations must adopt a complaint procedure that is compliant with the CICB regulations;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the 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 Meadows Edge Homeowners Association Inc. 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 initiate the formal procedures described below. If the individual does not wish to initiate 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 the Complainant believes demonstrate or support the validity of the Complaint (not including laws, regulations or the Association’s governing documents).

A copy of the Association-required Complaint Form will be available upon request from the Association by contacting Community Manager Armstrong Mgmt. Svcs., (703) 385-1133.

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:

By Mail: Board of Directors, Meadows Edge Homeowners Assn Inc.
Community Manager
Armstrong Management Services, LLC
3949 Pender Drive, Suite 205
Fairfax, Virginia 22030

By Hand-Delivery: Board of Directors, Meadows Edge Homeowners Assn.
Same as above

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 as specified above shall be considered by the Board at a Board meeting and a decision made as to 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 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 D above.

- ~~3. **Board's Decision on Complaint.** The Board shall make a decision on the Complaint by majority vote of the members of the Board at the meeting. 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, is 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 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. 12-8-A___: "ASSOCIATION COMPLAINT PROCEDURES")
MEADOWS EDGE HOMEOWNERS ASSN. INC

Mailing: Meadows Edge
Homeowners Association
Inc.
% Community Manager
Armstrong Mgmt. Svcs.
3949 Pender Dr., #205
Fairfax, Virginia 22030

Delivery: Same as mailing

Phone #: (703) 385-1133

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 Meadows Edge Assn. Inc., (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. Sign, date and print your name and address below and submit this completed form to the Association at the address listed 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

MEADOWS EDGE HOMEOWNERS ASSOCIATION INC.

RESOLUTION ACTION RECORD

Resolution Type: Policy No. ____

Pertaining to: CICB-mandated Association Complaint Procedures

Duly adopted by the Board of Directors of the Association on __9 __, 2012.

Motion by: _____ Seconded by: _____

NAME	TITLE	YES	NO	ABSTAIN	ABSENT
	Director				
	Director				
	Director				
	Director				
	Director				

Attest: _____ (Secretary)

Date: _____

Resolution effective as of date of adoption.

**UNANIMOUS WRITTEN CONSENT IN LIEU OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF**

MEADOWS EDGE HOMEOWNERS ASSOCIATION

The undersigned, being all of the Directors of the Meadows Edge Homeowners Association, a homeowners association in the Commonwealth of Virginia, in lieu of holding a regular meeting hereby consent to the adoption of the following resolution, agreeing that this resolution shall have the same force and effect as if unanimously adopted at a meeting of the Board of Directors at which all Directors were present:

Approve the motion to approve the Association's Books & Records Review Charges.

RESOLVED, that in lieu of the Board of Directors meeting, we approve:

Motion to approve the Association's Books & Records Review Charges.

DATED: 9/4/2012


Adam Nelson, President


Gary Leygraaf, Vice President


Mark Flynn, Secretary/Treasurer

MEADOWS EDGE HOMEOWNERS ASSOCIATION INC.

POLICY RESOLUTION NO. 2012 09-B-

Cost Schedule for Providing Copies of Books and Records

WHEREAS, Section 55.515 of the *Virginia Property Owners' Association Act* ("Act") and the Declaration of Covenants, Conditions and Restrictions (hereinafter "Decimation") charge all Lot owners and their tenants, guests and invitees with compliance with the Declaration and all provisions of the Act; and,

WHEREAS, the contract for management services between the Association and Armstrong Management Services, Inc. ("Armstrong") establishes a fee to the Association for researching and preparing responses to a unit owner's request to review the Association's books and records; and,

WHEREAS, Section 55-510.D of the 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 Act:

When a Member in good standing requests copies of Association's books and records pursuant to the aforementioned provision of the 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 charges as calculated by the Management Agent in accordance with the then-current cost schedule (see attached for current schedule), as may be revised from time to time ("Cost Schedule").

On an as-necessary basis, the Management Agent is authorized and directed by the Board to prepare and implement an updated Cost Schedule to replace the existing attached Cost Schedule. A Cost Schedule updated by the Management Agent pursuant to this provision is effective immediately upon being so updated.

The Cost Schedule applies equally to all Members in good standing.

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.

RESOLUTION ACTION RECORD

Resolution Type: Policy No. 2012-

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

Duly adopted at a meeting of the Board of Directors of Meadows Edge Homeowners Association, Inc, held September 2012.

Motion by: _____ Seconded by: _____

VOTE:
YES NO ABSTAIN ABSENT

_____ Member	_____	_____	_____	_____
_____, Member	_____	_____	_____	_____
_____, Member	_____	_____	_____	_____
_____, Member	_____	_____	_____	_____
_____, Member	_____	_____	_____	_____

ATTEST:

Secretary

Date

Book of Minutes - 2012

Book Resolutions: Book No.

Page No.

Policy

Regulatory

Special

General

Resolution effective: _____



Effective July 1, 2012, per Section 55-510 of the Virginia Property Owners Association Act and Section 55-79.74:1 of the Virginia Condominium Act, charges may be imposed on a requesting member for the inspection and copying of association books and records.

2012 Books & Records Review Charges

Reproductions	\$ 0.15 per page
Postage	At Cost
Storage Retrieval	\$ 10.00 per box plus applicable delivery costs

Staff Rates:

Officer or Director	\$ 120.00 per hour
Senior Community Manager	\$ 90.00 per hour
Community Manager	\$ 75.00 per hour
Accountant	\$ 75.00 per hour
Bookkeeper	\$ 50.00 per hour
Clerical Staff	\$ 40.00 per hour

**MEADOWS EDGE HOMEOWNERS ASSOCIATION
POLICY RESOLUTION NO. 10-1A**

DUE PROCESS RESOLUTION

WHEREAS, Article 4, Section 4.1 of the Bylaws of the Meadows Edge Homeowners Association (the "Association") provides that the Association's Board of Directors (the "Board") shall have all of the powers and duties necessary for the administration of the affairs of the Association;

WHEREAS, Article 4, Section 4.1(4) of the Bylaws and Article 8, Section 8.3 of the Association's Declaration grant the Board the power to adopt and amend rules and regulations governing the use of the Association's Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

WHEREAS, Section 55-515 of the the Virginia Property Owners' Association Act (Va. Code §§ 55-508, *et seq.*, the "Act") and Article 12, Section 12.1(a) of the Bylaws provides that each Member and such Member's tenants, family members, guests, employees, agents or invitees must comply with all lawful provisions of the Act as well as the Association's Declaration, Bylaws and duly adopted rules and regulations (collectively, the "Governing Instruments");

WHEREAS, Section 55-513(B) of the Act and Article 12, Section 12.1 (g) of the of the Bylaws empower the Board to suspend access to the Common Area for a reasonable period not to exceed sixty (60) days, to suspend privileges and to assess charges against any Member for nonpayment of assessments or any violation of the Governing Instruments for which the Member, his family members, tenants, employees, guests or other invitees are responsible;

WHEREAS, Section 55-513(B) of the Act and Article 12, Section 12.1(j) of the Bylaws

provide that certain procedures must be followed before privileges are suspended or charges are assessed;

WHEREAS, it is the intent of the Board to enforce the Governing Instruments for the benefit and protection of the Association's members and residents by establishing procedures that ensure due process and consistency of enforcement.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board adopts the following due process procedures.

I. Complaint

A. Written Complaint. Any Member who wishes that the Board take action to enforce the Governing Instruments shall submit a written complaint that includes the date, specific complaint, and signature of complainant. The Board or the Management Agent, in its discretion, may initiate complaints upon determining that it is appropriate to do so under the circumstances.

B. Submission to Board. Complaints submitted by Members shall be submitted to the Board for a determination as to whether a violation has occurred. Notwithstanding this provision, if the violation is sufficiently severe and clearly in violation of the documents that immediate action is needed, the Management Agent in consultation with the Board may take appropriate action by issuing a cease-and-desist letter or other appropriate communication to the violating Member while the complaint is pending.

C. Action on Violation. If a violation is found, then the Board shall direct that appropriate action be taken, including but not limited to: (1) referring the matter to counsel; (2) referring the matter to local authorities; and/or (3) directing that a Notice of Violation be sent to

the Member. Nothing herein shall be construed to mean that management cannot, on behalf of the Association, send a Notice of Violation to a Member based upon clear violations of the Governing Instruments upon the discovery of said violation.

II. Notice of Violation

A. Notice of Violation. If determined to be appropriate, the Association's Notice of Violation shall be issued in writing and delivered by hand or by first class mail to the Member at the Member's address listed in the Association's records, or at the lot address if no other address has been provided. A copy may be sent to the Member's tenant, if any.

B. Correspondence with Member. If the violator is not a Member, the Member shall be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The Member is ultimately responsible for all assessments of charges and the abatement/correction of all violations.

C. Contents of Notice. The Notice of Violation will notify the alleged violator of the nature of the alleged violation, the action required to be taken by the Member to abate the violation, and that the Member has fourteen (14) days, or such other reasonable period of time as the Board may determine, to correct the alleged violation.

D. Hearing Request. The Notice of Violation shall state that the alleged violator may request in writing a hearing before the Board to avoid assessment of charges or suspension of use of facilities or services. The Notice of Violation shall also state that if no hearing is requested, rules violation charges of: fifty dollars (\$50) per violation or ten dollars (\$10) per day for up to ninety (90) days for violations of a continuing nature may be assessed beginning the day after the expiration of the grace period if the violation is not remedied.

III. Notice of Hearing

A. Notice of Hearing. In the event that a violation is not abated as required in the Notice of Violation, and the Member requests a hearing or if the Board determines a hearing is necessary, a Notice of Hearing shall be sent to the Member. The Notice of Hearing shall be delivered by hand or by registered or certified U.S. mail, return receipt requested, at least fourteen (14) days in advance thereof, or within such other time as may be required by the Act. The Notice of Hearing will be delivered to the Member at the address in the Association's records or the lot address if no other address has been provided.

B. Contents of Notice. The Notice of Hearing shall specify the following:

1. The time, date, and place of the hearing;
2. That the Member, tenant, or resident shall be given an opportunity to be heard and to be represented by counsel before the Board;
3. The alleged violation, citing pertinent provisions of the Governing Instruments;
and
4. That charges for violations of the Governing Instruments may include an assessment of fifty dollars (\$50) for a single offense or ten dollars (\$10) per day for up to ninety (90) days for any offense of a continuing nature (or such greater amounts as may be authorized by the Act). In addition, if the violation involves a particular facility, the Member's privileges to use said facility may be suspended for a reasonable period.

IV. Hearing

A. Scheduling. The hearing shall be scheduled at a reasonable and convenient time

and place within the Board's discretion. The Board, within its discretion, may grant a continuance. If the Member for which the hearing is scheduled requests a continuance to a different time or date, no further notice shall be required.

B. Privacy. The hearing shall be conducted in private unless the alleged violator requests that the hearing be open to Members and residents and further provided that the chair of the hearing body may impose a reasonable limit on the number of such persons who can be accommodated in the hearing room. During the course of any hearing, the Board, within its discretion, may afford those residents involved in the dispute or violation an opportunity to be heard within reasonable time limits.

C. Conduct of Hearing. The hearing need not be conducted according to the technical rules of evidence applied in a court of law. The hearing shall provide the alleged violator with an opportunity to be heard and to be represented by counsel.

D. Rights of Complainant. The Management Agent, Member, tenant, any person lodging a complaint, and members of the hearing panel shall have the right to: (1) call, examine, and cross-examine witnesses; (2) introduce testimony and evidence; and (3) rebut testimony and evidence, all within reasonable time limits imposed by the Board.

E. Failure to Appear at or Request a Hearing. After proper notice has been given, if the Member fails to appear at the hearing or if no hearing is requested, the hearing or meeting may continue as scheduled and the Board may assess charges or suspend privileges from the final compliance date of the Notice of Violation or take such other action as may be authorized by the Governing Instruments or by law.

F. Notification of Decision. The Board shall notify the alleged violator of: (1) its

decision; (2) the assessment of any charges or suspension of privileges to use facilities or services; and (3) the date from which those assessments shall accrue and be due or suspension of privileges shall begin, which shall not be earlier than the date provided in the Notice of Violation for the violation to cease. Notice of the decision shall be delivered by hand or by registered or certified U.S. mail, return receipt requested within seven (7) days of the hearing.

V. Appeal

Pursuant to Article 12, Section 12.1(i)(3) of the Bylaws, upon receipt of a written request therefore made within ten (10) days after the date of an action by the Covenants Committee, the Board of Directors may afford any person deemed by the Board to have standing as an aggrieved party the right to appeal to the Board, and the Board may reconsider, review, modify or reverse any action taken by the Committee.

VI. Records

The Board or the Management Agent shall keep copies of all correspondence relative to rules violations in the Member's file or in a separate file for rules violations. Minutes of each hearing or meeting and a record of the results of the hearing or meeting shall be kept in the appropriate Association files.

VII. Suspension of Privileges or Assessment of Charges

Pursuant to Section 55-513 of the Act, any suspensions imposed shall be in accordance with the Act and charges assessed for violations shall be in amounts authorized by the Act and shall be treated as an assessment against such Member's lot for the purpose of Section 55-516 of the Act. Such amounts shall be a personal obligation of the Member.

VIII. Other Remedies

This Resolution shall not be deemed to require a hearing prior to the assessment of charges if a hearing is not requested. The election of any remedy stated herein shall not prevent the Association from exercising any other remedies authorized or available under the Act, the Governing Instruments, or by law.

This Resolution shall become effective on 12-1, 2012.

**MEADOWS EDGE HOMEOWNERS ASSOCIATION
RESOLUTIONS ACTION RECORD**

Resolution Type: Policy No. 2012- 10-1A

Pertaining to: Due Process Resolution

Duly adopted at a meeting of the Board of Directors held Oct. 17, 2012.

Motion by: Adam Nelson - Seconded by: GARY LEYGRAAF

VOTE:

YES	NO	ABSTAIN	ABSENT
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<u>✓ Adam Nelson</u> Director	_____	_____	_____
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<u>✓ Gary Leygraaf</u> Director	_____	_____	_____
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Director	_____	_____	_____
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Director	_____	_____	_____
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Director	_____	_____	_____
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ATTEST:

_____ Secretary	_____ Date
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Resolution effective 12-1, 2012.

Meadows Edge Homeowners Association

ADMINISTRATIVE RESOLUTION- 2016-01

RECORD RETENTION POLICY

WHEREAS, Meadows Edge HOA. ("Association") is a Virginia non-stock corporation and subject to the provisions of the Virginia Non-stock Corporation Act and

WHEREAS, Section 13.1-932 of the Virginia Non-Stock Corporation Act requires a non-stock- Corporation to retain certain corporate records for a prescribed period of time; and

WHEREAS, Section 55-510 of the Virginia Property Owners Association Act ("the POA Act") requires the Association to retain records, and to make such records available for membership inspection subject to the subsections B and C of the section; and

WHEREAS, Article VIII. Section 2 (a) requires the Board to maintain the book and records of the association.

WHEREAS, The Board has determined that it is in the best interest of Meadows Edge and its members, to adopt a policy for the maintenance and retention of the Association records.

NOW THEREFORE BE IT RESOLVED that the Board adopts the following record retention policy:

I. General Policy

Under the supervision of the Secretary, Management shall maintain a filing system appropriate for the daily use and long-term retention of the Association's documents and records, including minutes of all meetings of the Association and the Board of Directors. With the exception of documents and records protected by Section 55-510 of the POA Act, all documents and records shall be available for inspection in accordance with the provisions of the POA Act.

II. Record Retention Policy

The following list shall serve as a guideline and is not an exclusive list. Some records below may not currently exist but are listed in case they do exist in the future. The Board shall use its best judgment in determining the retention period for any record not identified below.

A. The Association shall retain the following records permanently:

- 1. Articles of Incorporation; of Deed of Dedication, Bylaws and all amendments**
- 2. Policy and Administrative Resolutions**
- 3. Deeds and other property records**
- 4. Audit reports**
- 5. Minutes of all Board and membership meetings**
- 6. Annual reports**
- 7. Record of all actions taken by the membership or Board without a meeting**
- 8. Record of all actions taken by a committee of the Board in place of the Board, on behalf of the Association**
- 9. Association attorney file**
- 10. Past Design Guidelines**

- 11. Reserve Studies and other consultant reports**
- 12. Plans and blueprints**
- 13. Deeds and titles**
- 14. Homeowner lot files**

B. The Board shall retain the following records for seven (7) years:

- 1. Bank statements**
- 2. Deposit tickets**
- 3. Cancelled checks**
- 4. General ledgers end of year monthly optional**
- 5. Monthly finance report**
- 6. Annual Budget**
- 7. Cash receipts and cash disbursement journals**

C. The Board shall retain the following for five (5) years:

- 1. Expired HOA contracts**
- 2. Expired HOA insurance policies**
- 3. Vendor invoices**

D. The Board shall retain the following for four (4) years:

- 1. Federal and State income tax returns**
- 2. Personal Property tax returns**
- 3. State and federal unemployment tax records**

E. The Board shall retain the following for three (3) years:

- 1. Bank reconciliations**
- 2. All correspondence and records involving claims of personal injury**
- 3. All written correspondence to and from members**
- 4. Requests for proposals**

F. The Board shall retain the following for one year (1):

- 1. General correspondence to and from the general public**
- 2. Complaints from homeowners that are resolved**
- 3. Electronic correspondence**

**MEADOWS EDGE HOMEOWNERS ASSOCIATION
RESOLUTION ACTION RECORD**

Resolution Type: Regulatory No. 2018-1

Pertaining to: Retention Policy

Duly adopted at a meeting of the Board of Directors held _____, 2018.

Motion by: Ryan Reedy Seconded by: Jim Up

VOTE:
Yes: 3

No: 0

ATTEST:

Jan Clark McClure
Secretary

5/16/18
Date:

Resolution effective: 5-1, 2018