

Approved Resolutions
Terrace Towne Homes of Woodlawn

Not For Resale

TERRACE TOWN HOMES OF WOODLAWN COUNCIL OF CO-OWNERS

M494-01

Policy Resolution No. 94-01
(Appointment of Assistant Secretary)

WHEREAS, Article V, Section 1 of the Bylaws provides the Board of Directors with the authority to appoint an Assistant Secretary as in their judgment may be necessary; and

WHEREAS, the Board of Directors has determined that Assistant Secretaries are needed to expedite the processing and filing of Memoranda of Condominium Liens on behalf of the Council;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby appoints Raymond J. Diaz and Keli Colby, counsel for Terrace Town Homes of Woodlawn Council of Co-Owners, as Assistant Secretaries for the purpose of signing Memoranda of Condominium Liens on behalf of the Council.

This Resolution was adopted and approved by the Board of Directors of Terrace Town Homes of Woodlawn Council of Co-Owners on this 10th day of May, 1994.

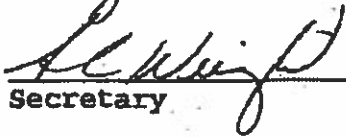
TERRACE TOWN HOMES OF WOODLAWN
COUNCIL OF CO-OWNERS

By: Jane L. Andrie
Jane Andrie, President

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Not For

This Secretary hereby attests that this Policy Resolution was mailed and/or delivered to the addresses of record of the unit owners of Terrace Town Homes of Woodlawn Council of Co-Owners on this 10th day of May, 1994.


Secretary

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Not For Resale

RESOLUTIONS ACTION RECORDED

Resolution Type: _____ No. _____

Pertaining to: _____

Duly adopted at a meeting of the Board of Directors held _____

Motion by: _____ Seconded by: _____

ABSENT	VOTE:		
	YES	NO	ABSTAIN
<u>Paul Hendrix</u> President	✓	_____	_____
<u>Bella [Signature]</u> Vice President	✓	_____	_____
<u>[Signature]</u> Treasurer	✓	_____	_____
<u>[Signature]</u> Secretary	✓	_____	_____
<u>Sandie M. Simpson</u> Director	✓	_____	_____
_____ Director	_____	_____	_____
_____ Director	_____	_____	_____

ATTEST:
[Signature]
Secretary

8/18/24
Date

FILE:
Book of Minutes - 19____
Book of Resolutions: _____

Book No. Page No.
Policy _____
Administrative _____
Special _____
General _____

Resolution effective: _____, 19____.

TERRACE TOWNE HOMES OF WOODLAWN COUNCIL OF CO-OWNERS

Policy Resolution No. 94-02

(Recovery of Costs and Attorneys' Fees)

WHEREAS, Article IV, Section 2 of the By-Laws of Terrace Towne Homes of Woodlawn Council of Co-Owners ("By-Laws") empowers the Board of Directors with the powers and duties necessary for the administration of the affairs of the Council;

WHEREAS, Article VI, Section 1 of the By-Laws obligates all co-owners to pay monthly assessments imposed by the Council to meet all project common expenses;

WHEREAS, the FOURTEENTH paragraph of the Council's Master Deed provides that a co-owner's failure to comply with the provisions of the Master Deed, By-Laws, decisions or resolutions of the Council of Co-Owners shall be grounds for an action to recover sums due for damages and/or for injunctive relief; and

WHEREAS, the Council incurs attorneys' fees when legal action is necessary to enforce provisions of its Master Deed, By-Laws, decisions or resolutions.

NOW, THEREFORE, BE IT RESOLVED, THAT:

In any proceeding arising out of any alleged violation of the Master Deed, By-Laws, decisions or resolutions by a unit-owner, the Council of Co-Owners shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the Court.

This Resolution is enacted this 10 day of October, 1994.

TERRACE TOWNE HOMES OF WOODLAWN
COUNCIL OF CO-OWNERS

By: Jane L. Andree

The Secretary hereby attests this Policy Resolution was mailed and/or delivered to the addresses of record of the unit owners of Terrace Towne Homes of Woodlawn Condominium Council of Co-Owners on this 10 day of OCTOBER, 1994.


Secretary

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Not For Resale

TERRACE TOWNE HOMES OF WOODLAWN
COUNCIL OF CO-OWNERS
REGULATORY RESOLUTION NO. 94-003
DECK AND PATIO POLICY

WHEREAS, Article IV, Section 2 of the Bylaws assigns the Board of Directors ("Board") with all of the powers and duties necessary for administration of affairs of the Council and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or the Bylaw required to be exercised and done by the Council; and

WHEREAS, Article IV, Section 3 of the Bylaws makes the Board responsible for the care, upkeep and surveillance of the project and the common areas including limited common elements, decks and patios; and

WHEREAS, in order to assure consistency in the construction, placement and maintenance of decks and patios the Board wishes to adopted a deck and patio policy.

NOW, THEREFORE, BE IT RESOLVED, that the following policies are hereby adopted by the Board:

I. General Provisions

- A. Terrace Towne Homes of Woodlawn units have been provided with a "Limited common area element patio" as part of the original design and construction of the property. The exception to this provision is the A-frame units which were not provided with a limited common area patio.
- B. Effective upon the signing of this resolution Unit Owners of the A-frame units may by Board action be granted a limited easement for construction of a deck or patio adjacent to their unit.

II Standards for Appearance and Quality:

- A. Decks or patios may not exceed 144 square feet and may not encroach upon neighboring units, limited common elements or common elements.
- B. Construction of decks and patios shall be:
 - 1. Decks:

Pressure treated wood on supports not less than 4 x 6 treated pine. Decks shall be treated and waterproofed with a clear material the application of stain or paint as well as the use of dark wood such as cedar or redwood are prohibited. Rust resistant deck screws shall be used instead of nails. Decks shall not exceed

24 inches in height. Railings will be required if the Deck is 24 inches high. Railing shall not exceed 36 inches from the deck surface. .

2. Patios:

Shall be constructed of slate like slabs or square and rectangular concrete patio stones.

3. . No new electrical devices shall be approved to be mounted on or near the deck.

4. Corresponding flower boxes shall not exceed 24 inches from the deck surface.

III. Application Process

A. Application:

1. Unit owners must submit an application, in the form attached hereto as Exhibit A, to the Board at least three weeks prior to the meeting at which the Board is expected to act.

2. Applications must be accompanied by: (a) a complete set of plans; (b) list of building materials; (c) the name of the contractor (which may be the owner); and (d) a copy of the contractor's license, if applicable.

3. The application must include the expected date of completion, which shall not be more than thirty days following date of approval.

4. Applicants are required to notify adjacent Unit Owners. A Notification Form is attached hereto as Exhibit B. Adjacent Units are those which have a door facing the proposed deck and/or are within fifty feet of the proposed deck. Approval of the adjacent owners is not a requirement but will be considered by the Board.

B. Liability:

1. Unit Owners must complete and submit a Release of Claims and Indemnification Agreement in the form attached hereto as Exhibit C, stating, among other things, that the Owner and all subsequent Owners are responsible for the maintenance, repair, replacement and removal of the deck/patio and indemnifying the Association from liability.

2. Unit Owners are responsible for obtaining any permits or licenses required by County or State laws and must submit a copy of the permits or licenses to the Board prior to commencement of construction.

C. Approval Process: -

1. The Board of Directors shall respond in writing to the Unit Owner within thirty days following the meeting at which the application is considered.
2. The letter shall state any conditions or specifications imposed as part of an approval or specific reasons for the denial of the application.

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TERRACE TOWNHOMES OF WOODLAWN CONDOMINIUM
COUNCIL OF CO-OWNERS

APPLICATION FOR CONSTRUCTION OF DECK OR PATIO

Unit Owner(s): _____

Unit: _____

Application Date: _____

Expected Completion Date: _____

Contractor's Name: _____

Attachments:

1. Copy of Contractor's License
2. Plans
3. List of Building Materials
4. Notification of Adjacent Unit Owners Form(s)
5. Release of Claims and Indemnification Agreement

Board Action

Meeting Date _____

Approved _____

Conditions or Specifications _____

Disapproved _____

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TERRACE TOWNHOMES OF WOODLAWN CONDOMINIUM
COUNCIL OF CO-OWNERS

CONSTRUCTION OF DECK OR PATIO
ADJACENT UNIT OWNER NOTIFICATION FORM

Owner(s): _____

Unit: _____

An application for construction of a deck or patio is being submitted to the Board of Directors for approval by the above noted unit owner(s). You are being notified of the application as an adjacent unit owner. Please indicate whether you approve or disapprove of the application. Your decision will be considered by the Board in reviewing the application.

Adjacent Owner(s): _____

Unit: _____

Approval: _____

Disapproval: _____

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Not For Release

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and General Release of Terrace Townhomes of Woodlawn Unit Owners Association (the "Association") is made this day of _____, 1994, by _____ and _____ (herein, collectively "Unit Owner"), owner of Unit _____ within the Terrace Townhomes of Woodlawn Condominium (the "Property").

RECITALS

WHEREAS, the Unit Owner has requested a license from the Association to construct a deck on the Association's Common Elements adjacent to the Property; and

WHEREAS, the deck is to be reserved for the exclusive use of the Unit Owner, his tenants and the Unit Owner's or tenant's guests, invites and licensees; and

WHEREAS, in consideration of execution of this Agreement and Release of Claims the Association has granted a license to the Unit Owner to construct the deck.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Unit Owner is responsible for obtaining all permits required by any governmental agency to construct, maintain and use the deck. A copy of all required permits and approvals shall be given to the Association prior to the commencement of construction, and/or use.

2. Unit Owner is solely responsible for the maintenance, repair and replacement or removal of the deck.

3. If the Unit Owner fails to perform the duty to maintain, repair, replace or remove the deck, the Association may perform said duty and assess and collect the cost associated therewith against the unit as an ordinary assessment.

4. Unit Owner is responsible for obtaining and maintaining comprehensive liability insurance covering the deck in a form acceptable to the Association. Proof of insurance must be provided to the Association prior to the commencement of construction and annually thereafter.

5. The license granted by the Association is subject to revocation or modification by the Association, through its Board of Directors, whenever, in the sole opinion of the Board of Directors, the interests of the Association so require.

TERRACE TOWN HOMES OF WOODLAWN COUNCIL OF CO-OWNERS
REGULATORY RESOLUTION NO. 95-001
PARKING POLICIES
relating to vehicle parking and enforcement

WHEREAS, Article IV, Section 2 of the By-Laws assigns the Board of Directors ("Board") with all of the powers and duties necessary for administration of the affairs of the Council and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or by the By-Laws required to be exercised and done by the Council;

WHEREAS, Article IV, Section 3 of the By-Laws makes the Board responsible for the care, upkeep and surveillance of the project and the common areas, including common element parking spaces; and,

WHEREAS, in order to assure equitable parking arrangements as well as safe operation and attractive parking areas, the Board wishes to establish a parking policy.

NOW, THEREFORE, BE IT RESOLVED THAT the following policies are hereby adopted by the Board:

I. GENERAL PROVISIONS

A. Residents of the Condominium may use, one common element, marked parking space per vehicle, on a first-come, first-served, space available basis.

B. Only Approved Vehicles belonging to a resident or guest may be parked on Common Element parking spaces. An Approved Vehicle is defined as any conventional passenger vehicle, motorcycle, personal van or pick-up truck of three-quarter tons or less gross capacity.

C. All vehicles parked or operated on the common elements must display: Current License Plates, Current registration sticker, and current inspection sticker. All residents vehicles are required to be registered in the State of Virginia and Fairfax County except those owned by active duty military personnel. A thirty day grace period may be granted to a new resident.

D. The spaces designated as handicapped parking spaces are reserved for the use of vehicles displaying one of the following:

1. A valid special vehicle parking permit issued by the Commissioner of Motor Vehicles pursuant to Section 46.2-731 of the Code of Virginia.
2. A valid decal or license plate issued by the Commissioner of Motor Vehicles pursuant to Section 46.2-731 of the Code of Virginia.

E. All motor vehicles on the Common Element Parking Areas shall be parked within the spaces marked so as not to obstruct or reduce the adjacent spaces for other vehicles and shall not exceed the length or width of the designated parking space, and further shall not overhang any adjacent walkways.

F. Vehicles operated on the Common Elements shall be operated by a person holding a valid operators license or permit and in a safe and prudent manner so as not to endanger the life, limb or property of another person.

II. RESTRICTIONS

A. No vehicle shall be parked in violation of any posted sign, including yellow curb, fire lane, handicap designation or loading area. Towing may be enforced without warning.

B. No vehicle shall be parked on any area designated for pedestrian use, on common areas not designated for parking, such as lawns, patios, etc.

C. No vehicle shall be parked in such a manner and area that obstructs the safe, free-flow of moving vehicular traffic or obstructs the movement of other vehicles into and out of marked parking spaces in Limited Common Element and Common Element areas.

D. Motor Homes, Buses, Trailers, house trailers, campers, recreational vehicles, Commercial Vehicles or boats may not be parked in the Common Elements. Commercial Vehicles are defined as: Vehicles which make reference to any type of business or service either by signage (lettering on the vehicle or advertizement attached to the vehicle or by visible evidence that the vehicle is engaged in a business or service for hire as indicated by the nature of the materials carried either in or on the vehicle i.e., vehicles with racks displaying ladders, truck beds or station wagons filled with work items, paint and building materials or other miscellaneous tools of the owner's trade.

E. Wrecked, disabled, non-functional or abandoned vehicles shall not be parked on the common elements at any time. Any motor vehicle that cannot be operated in its existing condition shall be deemed as a derelict vehicle regardless of the nature of the dysfunction or the display of valid state license/registration or inspection sticker. For the purposes of this regulation, any vehicle not displaying a current registration for any state will be considered abandoned. Any vehicle not displaying a current inspection sticker will be considered disabled and any vehicle displaying a rejection inspection sticker will be considered disabled upon the expiration date of the sticker. Any vehicle not able to move under its own power in a period not to exceed 24 hours will be considered wrecked, disabled or non-functional.

F. Vehicles that present a hazard or nuisance by operating noise or exhaust emission or discharging noticeable amounts of fluids or oil are prohibited.

G. Except for minor emergency repairs and ordinary light maintenance (excluding fluid changes and other operations which might soil the common elements) repairing and/or maintaining vehicles, including the painting thereof and other body work, is not permitted at any time on the Common Elements. The intentional drainage of any motor vehicle fluids is prohibited. Jack stands may be used only for the briefest procedures (tire changing) and must be attended by the owner throughout. Vehicles left on jacks or jack stands unattended will be removed from the property without prior notice or warning. Minor repairs and light maintenance are defined as: (Example.) Replacement of windshield wiper blade, light bulb replacement, and tire change.

H. Washing of vehicles at the yellow curb is permitted as long as residents keep the process brief and do not leave the vehicle unattended. Yellow curb area is otherwise prohibited parking and vehicles left unattended will be removed without notice or warning.

I. Vehicles may not be parked with "For Sale" signs displayed.

J. No signs, initials, numbers, storage containers, or any other additions or alterations to Common Elements parking spaces may be painted, displayed, or erected without the prior written consent of the Board of Directors. This restriction does not prohibit a uniform numbering or lettering system may be applied to these parking spaces by the Association.

K. Parking spaces are designated only for the parking of vehicles. No other items or articles of any kind may be stored in the Common Element parking spaces.

L. The unnecessary sounding of vehicle horns and playing at excessive volume of radios, tape players, or other sound producing devices is prohibited.

M. The screeching of tires and "revving" of vehicle engines is prohibited.

III. ENFORCEMENT

A. Authority

The President of the Board of Directors shall, from time to time, appoint a Parking Committee to enforce all provisions and restrictions of this Parking policy. The Board of Directors shall promulgate the Enforcement Procedures herein to accomplish such enforcement in a manner that is consistent and equitable to all Residents, guests and visitors.

B. Indemnity

If any vehicle owned or operated by a Unit Owner, any member of his family, or by such Unit Owner's Tenants, guests, invitees or licensees shall be parked, operated or abandoned in such a manner as to violate the Condominium Instruments, Rules and Regulations or Resolutions of the Board of Directors, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Unit Owners Association against any liability which may be imposed on the abandonment and any consequences thereof.

C. Scope of Enforcement

Any motor vehicle, trailer, semi-trailer, camper, boat, truck, personal van, recreational vehicles, or other vehicle of any description that is parked in violation of the General Provisions contained in Section I of the Restrictions contained in Section II shall be deemed to be parked without permission of the Association and subject to enforcement as provided by the Enforcement Procedures of this Policy, in accordance with the provisions of Chapter 8, Section 46.2-1231 of the Code of Virginia (1950), as amended, which provides for the removal by towing of any motor vehicle or other vehicle that is so parked without permission. Any vehicle parked on any Common Element area or space without permission is subject to being towed and stored off the property at the owner's expense and risk. The Board of Directors authorized a Parking Committee to have such vehicles towed as the action of last resort described in the Enforcement Procedures.

D. Enforcement Procedures

1. Step 1. -- The Parking Committee shall issue a written notice of violation to any vehicle parked in violation of any General Provision or Restrictions of this Policy Resolution. The notice shall contain (1) the time and date of violation, (2) location and nature of violation, (3) descriptive vehicle data as to make (including year if known), model, state license number, and resident guest/visitor information.. The notice shall also contain a specific warning that the vehicle is subject to immediate removal by towing by authority Section 46.2-1231 of the Code of Virginia (1950), as amended.

Step 2. -- Upon issuing and placing the notice on the vehicle in violation, the Parking Committee shall make a reasonable effort to identify and locate the owner/operator by telephone or otherwise, that his/her vehicle is parked in violation and to request immediate compliance with the terms of this Policy Resolution or the vehicle will be towed and stored off the premises at such owner/operator's expense and risk. Such notification and request is to be made a record of fact. If the owner/operator cannot be identified and/or located for this notification, all efforts to do so shall also be made a record of fact. If additional effort to identify and locate the owner/operator of the vehicle is unsuccessful and the vehicle has not been moved within twenty-four hours, the Parking Committee shall have the vehicle removed by towing.

Step 3. -- When notification has been made in accordance with Step 2 and the violation has not been corrected within twenty-four hours from the time such notification was made, the Parking Committee shall have the vehicle removed from the property by towing.

2. These steps are not applicable in the case of a vehicle parked so as to obstruct the entrance or exit, pedestrian doors of any building, that could be used in a situation of emergency, or the free movement of another vehicle that is properly parked. The vehicle so parked will be subject to immediate removal by towing; however, the Parking Committee shall notify the Resident of the Unit as soon as possible thereafter.

3. When a vehicle is removed from the property by towing, the Parking Captain shall notify the appropriate officer of the Police Department as to the facts of the removal, as provided by Chapter 8, Section 46.2-1231 of the Code of Virginia (1950), as amended.

4. In addition to any possible towing of the vehicle, violations of this Resolution may result in the matter being referred to the Board of Directors for their action. The Board of Directors' may include the

assessment of a charge pursuant to Section 55-79.80.2 of the Virginia Condominium Act, after notice and a hearing.

5. Notwithstanding the procedures described herein above nothing is to be construed as preventing or discouraging the Association, the Parking Committee or any resident of the Condominium from reporting any violation of this Policy Resolution to the Fairfax Count Police Department, the Commonwealth of Virginia Department of Motor Vehicles, or any other appropriate agency of the Commonwealth of Virginia (or an appropriate political subdivision) where such violation may likewise constitute a violation of the laws or ordinances of the Commonwealth of Virginia or those of an appropriate political subdivision.

The effective date of the Resolution shall be December 1, 1995 ss.

I hereby certify that this Policy Resolution was duly adopted by the Board of Directors on Nov 13, 1995.

TERRACE TOWNE HOMES OF WOODLAWN
COUNCIL OF CO-OWNERS

By: Sadie M. Simpson
President

CERTIFICATE OF MAILING

I hereby attest that this Policy Resolution was duly adopted at the regular meeting of the Board of Directors of TTHW on the Nov. 13, 1995, and that a copy of the foregoing Resolution was mailed or hand-delivered to the addresses of record of the unit owner membership.

Chuan E. Chuder
Secretary

Terrace Towne Homes of Woodlawn Council of Co-Owners
Administrative Resolution No. 2018-01
Procedures Relating to Collection of Routine and Delinquent Assessments

WHEREAS, the Master Deed of Terrace Towne Homes of Woodlawn Council of Co-Owners (the "Master Deed") and the recorded Bylaws of Terrace Towne Homes of Woodlawn Council of Co-Owners (the "Bylaws"), as amended, together known as the Condominium Instruments, provide that the Units are subject to the Condominium Instruments and the Rules and Regulations of Terrace Towne Homes of Woodlawn Council of Co-Owners (the "Association"), including the obligation of all Unit Owners to pay the Common, Limited and Special Assessments assessed by the Board; and

WHEREAS, Article III, Sections 1 and Article VI, Section 1(a) of the Bylaws obligates each Unit Owner to pay monthly assessments imposed by the Association;

WHEREAS, Article VI, Section 1(b) of the Bylaws provides that, if assessment is more than fifteen (15) days delinquent, interest of twelve percent (12%) per annum and a late fee of thirty-five dollars (\$35.00) or other such amount as established by the Board of Directors can be assessed, and the remaining assessments for the fiscal year can be accelerated and made immediately due and owing;

WHEREAS, Article VI, Sections 1(c) and 9 of the Bylaws provides that, in any proceeding in which the Association is the prevailing party, the Court shall award the costs of the proceeding and reasonable legal fees;

WHEREAS, Article Nineteenth of the Master Deed and Article VI, Section 1(b) of the Bylaws and Section 55-79.84 of the Condominium Act permit the Association to enforce a memorandum of lien for unpaid condominium assessments by foreclosure;

WHEREAS, Article IV, Section 3 of the By-Laws requires the Board of Directors (the "Board") to collect the assessments from the co-owners; and

WHEREAS, Article IV, Section 2 of the By-Laws empowers the Board to perform such acts as are necessary for the administration of the affairs of the Council; and

WHEREAS, Article IV, Section 4 of the By-Laws empowers the Board to employ a management agent for the duties and services authorized by the Board; and

WHEREAS, Article VI, Sections 7 and 10 of the By-Laws and Section 55-79.80:2.A of the Condominium Act provide that the Board shall have the power to suspend a co-owner's use of the facilities and services for any period during which an assessment remains unpaid, once an assessment is more than sixty (60) days past due; and

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

NOW THEREFORE, it is hereby RESOLVED THAT the Board duly adopts the following assessment and collection policy:

I. Routine Collections

A. The assessments shall be established by the Board. The assessments shall be collected monthly, with payment due on the first day of each month (the "Due Date"). The fiscal year of the Association shall be the twelve month period beginning July 1 and ending June 30.

B. Non-receipt of a payment coupon, coupon books, notices, or other such documents relating to the payment of assessments shall not excuse a Unit Owner from the obligation to pay assessments. Pursuant to Article Sixteenth of the Master Deed, no Unit Owner may exempt himself for liability for assessments by abandoning any Unit or by the abandonment of the use and enjoyment of the Common Elements.

C. Non-resident Unit Owners must provide the Board with a telephone number and address, in writing, where the Unit Owner can be contacted; otherwise, all notices shall be sent to the Unit address.

II. Remedies for Nonpayment of Assessments

A. Late Charge. If a monthly assessment is not paid within fifteen (15) days of the Due Date, a late charge of thirty-five dollars (\$35.00) shall be imposed on the account by the Managing Agent on the sixteenth (16th) day of the month.

B. Interest. If a monthly assessment is not paid within fifteen (15) days of the Due Date, interest shall accrue at the rate of 12% per annum from due date until paid.

C. Acceleration. If a monthly assessment is not paid within fifteen (15) days of the Due Date, the remaining assessments for the fiscal year shall become immediately due and payable without any further action of the Board of Directors required.

D. Late Notices. If a monthly assessment is not paid within 10 days of the Due Date, the Managing Agent may send a Reminder Notice requesting payment of the assessments, late fees and cost. If payment is not received within 30 days of the Due Date, the Managing Agent may send a Demand Letter requesting payment of the assessments, late fees, and cost to avoid legal action or a proceeding for the suspension of the use of Recreational Facilities. Failure of a Late Notice to be sent to the Unit Owner or the Unit Owner to receive a Late Notice does not restrict the ability of the Association to refer the matter to legal counsel for collection action.

E. Returned Check Charge. If the Association receives a check from a Unit Owner which fails to clear the Unit Owner's personal banking account, the Association shall charge the Unit Owner a returned check charge of \$50.00, or an amount permitted by law, whichever is greater. If the Association receives from any Unit Owner, in any fiscal year, one or more returned checks for payment of assessments, the Managing Agent may require all future

payments to be made by certified funds or cashier's check for the remainder of the fiscal year. Late fees will be charged on assessments that are returned due to insufficient funds.

F. Notice of Suspension. If the Board elects to suspend the right to use of the Recreational Facilities, in compliance with Virginia Code Section 55-79.80:2(B) of the Condominium Act, the Unit Owner shall be mailed a written notice after the account is sixty (60) days delinquent providing a reasonable opportunity for the Unit Owner to cure the delinquency to avoid the commencement of the suspension as further detailed in Section III A of this resolution. This notice period shall not prohibit the collection action of legal counsel.

G. Referral to Legal Counsel, Acceleration and Suspension of Use of Recreational Facilities. If a monthly assessment is not paid within fifteen (15) days of the Due Date, without any further action of the Board:

1. The Managing Agent shall automatically refer the account to legal counsel for immediate action.

2. Legal counsel is authorized to:

- a. upon notice to the Unit Owner, declare the entire balance of the assessments for the remainder of the fiscal year due and payable in full;
- b. record a memorandum of lien for unpaid condominium assessments in the delinquent and accelerated amount against the title to the Unit.
- c. commence a civil action for judgment against the Unit Owner for unpaid assessments, interest, late fees, attorney's fees and costs.
- d. take post judgment action to collect the unpaid assessments.

3. In addition to the above remedies, the Board may choose to authorize legal counsel to foreclose the memorandum of lien for unpaid condominium assessments, in the manner provided by the laws of the Commonwealth of Virginia, including the Condominium Act.

H. Method of Crediting Payments. The Unit Owner's account will not be considered paid in full until all fees and charges, as set forth below, are paid. After an account becomes delinquent, payment received from a Unit Owner will be credited in the following order of priority, pursuant to generally accepted accounting principles:

- a. Charges for attorney's fees and court costs.
- b. Late fees, interest, and returned check charges.
- c. Charges (pursuant to Article VI, Section 10 of the Bylaws and Section 55-79.80:2 of the Condominium Act) for violation by an Unit Owner, his family, employees, agents, tenants or licensees of the Condominium Instruments and Rules and Regulations of the Association.

d. Any and all Special Assessments.

e. The monthly assessments, oldest outstanding first.

III. Suspension of Privileges

A. Suspension of Use of Facilities. Once an account is delinquent for sixty (60) days, the responsible Unit Owner shall no longer be a Member in good standing of the Association. Such Unit Owner may not be entitled to use of the facilities and services, including parking on the Common Area. Suspension is subject to the notice and hearing provisions of the Condominium Act as follows:

1. Before any suspension, the Unit Owner shall be given a reasonable opportunity to correct the delinquency as set forth in Section II (F) herein. This notice period shall not prohibit the continuation of collection action of legal counsel.

2. If the delinquency is not cured within the specified time stated in the Notice of Suspension referred to in Section II (F) herein, the Unit Owner shall be given an opportunity to be heard, to present witnesses and to be represented by counsel before the Board or other tribunal specified in the Condominium Instruments and Rules and Regulations of the Association.

2. Notice of the hearing shall be mailed by certified mail, return receipt requested to the Unit Owner at the address of record with the Association, at least fourteen (14) days prior to the hearing.


3. The Notice of the hearing shall contain a description of the amount of the unpaid assessments and the provisions of the Condominium Instruments and Rules and Regulations of the Association alleged to have been violated.

4. The Board decision shall be hand delivered or mailed by certified mail, return receipt requested, to the Unit Owner at the address of record with the Association within seven (7) days of the hearing.

This Resolution is effective 3-1-2018. The Board directs that this Resolution shall be reasonably published or distributed to the Unit Owners of the Association.

This Resolution supersedes all prior collection resolutions.

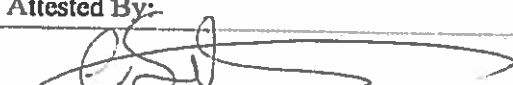
Adopted at a meeting of the Board of Directors on January 24, 2018.



President

1/26/18

Date

Attested By:


Secretary

2/1/2018

Date

**TERRACE TOWNE HOMES OF WOODLAWN
Council of Co-Owners
Policy Resolution Number 96-2**

Service Wires

WHEREAS, Article IV, Section 2 of the Bylaws assigns the Board of Directors (Board) with all of the powers and duties necessary for the administration of affairs of the Council and further states that the board may do all such acts and things as are not by the condominium Act, the Declaration or the Bylaws required to be exercised and done by the Council; and

WHEREAS, Article IV, Section 3 of the Bylaws makes the Board responsible for the care, upkeep and surveillance of the project and the common areas including the exterior wall surfaces of the buildings, appearance as well as repair; and

WHEREAS, it is the desire of the Board of Directors to reestablish the uniform appearance and repair level of the Building Exterior Surface;

THEREFORE BE IT RESOLVED, that the following policy is hereby adopted by the Board of Directors:

That all service wires, conduit, pipe or transmission article be limited to not more than three feet of exterior wall exposure from the mounting block, connection panel or ground surface exposure before entering the servicing unit. Further, no service may pierce the exterior wall of any unit more than once for any purpose whatsoever. Approved by the Board of Directors on _____, 1996.

Attest: _____

**TERRACE TOWNE HOMES OF WOODLAWN
COUNCIL OF CO-OWNERS
POLICY RESOLUTION NO. 96-03
CHANGES TO EXTERIOR OF UNITS**

WHEREAS, Article IV, Section 2 of the Bylaws assigns the Board of Directors with all of the powers and duties necessary for administration of affairs of the Council and further states that the Board may do all such acts and things as are not by law or the Bylaws required to be exercised and done by the Co-owners and

WHEREAS, Article IV, Section 3(a) of the Bylaws assign the Board with the responsibility for the care, upkeep and surveillance of the project and the common areas and facilities; and

WHEREAS, Article VI, Section 6(a) of the Bylaws prohibits the posting of any advertisements, or posters of any kind in or on the project except as authorized by the Council; and

WHEREAS, Article VI, Section 6(c) of the Bylaws prohibits the hanging of garments, rugs, etc. from the windows or from any of the facades of the project; and

WHEREAS, Article VI, Section 6(f) of the Bylaws prohibits the installation of wiring for electrical or telephone installations, television antennae, machines or air conditioning units, etc. on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Council; and

WHEREAS, Article VI, Section 6(g) of the Bylaws prohibits the painting of any portion of the exterior of any townhome without first obtaining approval of the color and the right to paint from the Council; and

WHEREAS, the Board has determined that a procedure for approving alterations to the exterior of units should be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the following policies are hereby adopted by the Board with regard to changes to the exterior of units:

I. General Provisions

1. All changes to the exterior of units must be approved by the Board.
2. The installation of any wiring, antennas, machines or air conditioning units visible from the exterior of a unit must be approved by the Board.

I. Application Process

A. Application:

1. Unit owners must submit an application, in the form attached hereto as Exhibit A.
2. The application must include the expected date of completion of the work, which shall not be more than thirty days following the date of approval.
3. Applicants are required to notify adjacent Unit Owners. A Notification Form is attached hereto as Exhibit B. Adjacent Units are those which have a door facing the unit and/or are within fifty feet of the unit. Approval of the adjacent owners is not a requirement, but will be considered by the Board.
4. Unit Owners are responsible for obtaining any permits or licenses required by County or State laws and must submit a copy of the permits or licenses to the Board prior to commencement of construction.

B. Approval Process:

1. The Board of Directors shall respond in writing to the Unit Owner within thirty days following the meeting at which the application is considered.
2. The letter shall state any conditions or specifications imposed as part of an approval or specific reasons for the denial of the application.

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TERRACE TOWNHOMES OF WOODLAWN CONDOMINIUM
COUNCIL OF CO-OWNERS

APPLICATION FOR CHANGE TO EXTERIOR OF UNIT

Unit Owner(s): _____

Unit: _____

Application Date: _____

Expected Completion Date: _____

Contractor's Name (if applicable): _____

Attachments (if applicable):

1. Description of work to be completed
2. Copy of Contractor's License
3. Notification of Adjacent Unit Owners Form(s)

Board Action

Meeting Date _____

Approved _____

Conditions or Specifications _____

Disapproved _____

TERRACE TOWNHOMES OF WOODLAWN CONDOMINIUM
COUNCIL OF CO-OWNERS

CHANGE TO EXTERIOR OF UNIT
ADJACENT UNIT OWNER NOTIFICATION FORM

Owner(s): _____

Unit: _____

An application for change to exterior of unit is being submitted to the Board of Directors for approval by the above noted unit owner(s). You are being notified of the application as an adjacent unit owner. Please indicate whether you approve or disapprove of the application. Your decision will be considered by the Board in reviewing the application.

Adjacent Owner(s): _____

Unit: _____

Approval: _____

Disapproval: _____

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Not For Release

TERRACE TOWNE HOMES OF WOODLAWN
Council of Co-Owners
Administrative Resolution Number 97-1
Hose-Bib - Control Valves

WHEREAS, Article IV, Section 2 of the Bylaws assigns the Board of Directors (Board) with all of the powers and duties necessary for the administration of affairs of the Council and further states that the Board may do all such acts and things as are not by the Condominium Act, the Declaration or the Bylaws required to be exercised and done by the Council; and

WHEREAS, Article IV, Section 3 of the Bylaws makes the Board responsible for the care, upkeep and surveillance of the project and the common areas including limited common elements; and

WHEREAS, the Condominium's common elements include a yard hydrant water system; and

WHEREAS, the yard water hydrant system includes hose-bib control valves that are located inside the individual condominium units that are not immediately available to the Board of Directors or its agents; and

WHEREAS, the hose-bib control valves must be turned off at the beginning of each winter season to prevent freeze damage to the yard water hydrant system and turned back on each spring.

THREERFORE BE IT RESOLVED, that the following procedures with regard to the yard hydrant water system are hereby adopted by the Board of Directors:

1. Each owner of a condominium unit in which a hose-bib control valve is located (units which have an address ending in (0), (2), or (8)) is responsible for turning the control valve off in the fall and turning the control valve back on in the spring.
2. Each such unit owner shall turn off the hose-bib control valve off on November 1st each year or on such other date as the Board of Directors may determine and announce to the owners.
3. Each such unit owner shall turn on the hose-bib control valve on April 1st each year or on such other date as the Board of Directors may determine and announce to the owners.
4. The Association may send reminder notices each spring and fall to the unit owners, reminding them of their responsibility to turn the control valve on/off.
5. The Association may, but is not obligated to, conduct inspections of the units to determine weather the hose-bib control valves have been turned off/on as required by this resolution.
6. If it is determined upon inspection, or otherwise discovered, that a unit owner has failed to turn off/on a hose -bib control valve, the unit owner may be assessed a charge in the amount of \$50.00 as provided by Section 55-79.80.2 of the Virginia Condominium Act.
7. Any damage to the common elements or any other unit resulting from a unit owner's failure to turn off/on the control valve shall be the responsibility of the unit owner.

Approved by the Board of Directors on October 14, 1997.

TERRACE TOWNE HOMES OF WOODLAWN
COUNCIL OF CO-OWNERS

TERRACE TOWNE HOMES OF WOODLAWN
Policy Resolution No. 2005-02
(Floor Drain Back-Flow Preventers)

WHEREAS, Recital EIGHTH of the Master Deed of the Terrace Towne Homes of Woodlawn (the Master Deed") provides that the Towne Homes are subject to the Master Deed and the Property Maintenance Agreement; and

WHEREAS, Recital FOURTEENTH of the Master Deed requires each co-owner to comply with the provisions of the Master Deed, By-Laws of Terrace Towne Homes of Woodlawn (the "By-Laws"), the Property Maintenance Agreement, and decisions and resolutions of the Council of Co-Owners (the "Council"); and

WHEREAS, Article VI, Section 2 of the Bylaws of the Council empowers the Board to perform such acts as are necessary for the administration of the affairs of the Council; and

WHEREAS, the floor drain in each Towne Home is connected to the General Common Elements pipes and drains; and

WHEREAS, back-ups or stoppages in the General Common Elements drainage pipes have resulted in an overflow in the floor drains and damage to the Towne Homes; and

WHEREAS, the Council has purchased a back-flow preventer designed to stop back-ups in the floor drain for each Towne Home as a common expense and has agreed to pay for its installation in; and

WHEREAS, the Council is required by the Master Deed to obtain insurance coverage; however, the existing policy includes a policy deductible cost absorbed by the Council of approximately \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED that the Board does hereby adopt the following policy:

I. INSURANCE DEDUCTIBLE PROCEDURES

1. The Council directs that the back-flow preventers should be installed in each Towne Home.
2. Removal of a back-flow preventer in the Towne Home by the Owner, their guests, invitees, tenants or family members shall be considered negligent and the Council will not pay the cost of deductible for the repair of the Unit.

II. EFFECTIVE DATE

The effective date of this Resolution is January 1, 2006.

III. PUBLICATION

The Board of Directors directs that this Resolution be shall be circulated in writing among the co-owners.

Cheryl Helms
Director/President

[Signature]
Director

Don Buchel
Director

Director

Director

Director

Not For Resale

**Terrace Towne Homes of Woodlawn Condominium Council of Co-Owners
Policy Resolution No. 2006-03 -- Solar Energy Panels**

WHEREAS, the recorded Master Deed and Bylaws of the Terrace Towne Homes of Woodlawn Condominium Council of Co-Owners (the "Council") restrict external changes to any unit or placement of any object on the common elements of Terrace Towne Homes of Woodlawn Condominium;

WHEREAS, Article VI of the Bylaws prohibits making any structural or exterior change of a unit without the consent of the Board of Directors of the Council and prohibits the placement of any object on the common elements;

WHEREAS, among the purposes of Master Deed, Bylaws and the Rules and Regulations of the Council are preservation the values of the community and maintenance of harmony of improvements within the community;

WHEREAS, effective July 1, 2006, the Code of Virginia, as amended, prohibits community associations from enacting any provisions restricting solar power or the use of solar energy collection devices in units or the common elements, except to the extent the prohibition is provided in a community association's condominium instruments (which include the Master Deed and Bylaws) or the rules and regulations enacted pursuant thereto; and

WHEREAS, the Board of Directors of the Council finds that it is necessary to prohibit solar panels and other solar energy collection devices to preserve the values of the community and to maintain harmony of improvements within the community;

NOW THEREFORE, it is hereby RESOLVED THAT the Board of Directors duly adopts the following Resolution regarding solar panels and other solar energy collection devices:

1. The installation and/or use of solar panels or other solar energy collection devices on the exterior of any unit or on the common elements, is prohibited.
2. This Resolution shall be reasonably published or distributed to the Co-Owners of Terrace Towne Homes of Woodlawn Condominium.
3. This Resolution shall be effective on July 1, 2006.

Board of Directors
Terrace Towne Homes of Woodlawn
Condominium Council of Co-Owners

By:  6/30/06
President Date

ATTEST:

 6/30/06
Secretary Date

TERRACE TOWNE HOMES OF WOODLAWN CONDOMINIUM
COUNCIL OF CO-OWNERS

ADMINISTRATIVE RESOLUTION NO. 2012-01

(Schedule of Costs and Fees Relating to the Association's Books and Records)

RECITALS:

WHEREAS, effective July 1, 2012, Va. Code Ann. § 55-79.74:1D as amended (1950) states:

Prior to providing copies of any books and records, the unit owners' association may impose and collect a charge, reflecting the reasonable costs of materials and labor, not to exceed the actual costs thereof. Charges may be imposed only in accordance with a cost schedule adopted by the executive organ in accordance with this subsection. The cost schedule shall (i) specify the charges for materials and labor, (ii) apply equally to all unit owners in good standing, and (iii) be provided to such requesting unit owner at the time the request is made.

NOW, THEREFORE, in accordance with the requirements of the Condominium Act, the Board of Directors adopts the following Schedule of Costs and Fees, attached hereto and incorporated herein by reference as Exhibit A, relating to a Co-Owner's request for inspection and copies of the Council's books and records.

The Effective Date of this Administrative Resolution is July 18, 2012.

This Administrative Resolution was duly adopted by the Board of Directors at a duly called meeting of the Board of Directors on this 18 day of July, 2012.

Terrace Towne Homes of Woodlawn
Condominium Council of Co-Owners

By: _____


Cheryl Jelks, President

By: _____


Adrian Vaughn, Secretary

Exhibit A

Terrace Towne Homes of Woodlawn Condominium
Council of Co-Owners

Schedule of Costs and Fees
(Books and Records)

1. Copying Charges -

- a. In House Reproduction (B&W) / Managing Agent -- \$0.20 per page
- b. In House - Reproduction (Color) -- \$1.00 per page
- c. Copy job sent to commercial copying service -- At Cost

2. Mailing Labels & Boxes and Retrieval of Records in Storage

- a. Mailing Labels -- \$0.20/Minimum \$30.00
- b. Boxes and Shipping Boxes -- At Cost
- c. Retrieval of Records in Storage -- At Cost

3. Personnel Charges - Labor

- a. Management Agent - Community Manager -- \$75.00 per hour
- b. Management Agent - Administrative Staff -- \$40.00 per hour

4. Delivery Charges

- a. First Class or Certified Mail (U.S. Postal Service) -- At Cost
- b. Courier (Vendor) -- At Cost
- c. Certified Mail (Managing Agent & U.S. Postal) -- At cost
- d. Overnight Delivery Service (Vendor) -- At Cost
- e. Facsimile Transmission -- \$0.20 per page
- f. Electronic Format (e.g. scanning) -- \$0.20 per page

This Schedule of Costs and Fees is effective July 18, 2012.

52929

TERRACE TOWN HOMES OF WOODLAWN CONDOMINIUM
COUNCIL OF CO-OWNERS

ADMINISTRATIVE RESOLUTION NO. 2012-02

Procedures for Receiving and Reviewing Complaints

WHEREAS, Article IV, Section 2 of the *By-Laws of Terrace Towne Homes of Woodlawn* provides that the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not by law or the Bylaws directed to be exercised and done by the co-owners; and,

WHEREAS, in the exercise of the said authority, the Board of Directors intends to hereby establish policies and procedures for receiving, considering and resolving complaints about actions, inactions or decisions by the Association, the Association Board of Directors or the Association's Management Agent consistent with requirements of 18 VAC 48-70-30.

NOW, THEREFORE, BE IT RESOLVED THAT the following complaint policies and procedures.

A. All complaints shall be in writing on the Complaint Form attached hereto as **Exhibit "A,"** the instructions on which are incorporated into and made a part of these complaint policies and procedures and shall be submitted to: Advantage Community Management Corp., 11350 Random Hills Road, Suite 800, Fairfax, Virginia 22030, the Association's Management Agent, Attention: Community Manager ("the Management Agent").

B. The Management Agent shall hand deliver a written acknowledgement of receipt of each properly completed and submitted Complaint Form to the complainant at the time of receipt or by certified or registered mail not later than seven (7) days of receipt of the Complaint Form.

C. Promptly upon receipt, the Management Agent shall review each Complaint Form and attachments received to determine if they contain sufficient information to evaluate and act upon the complaint. In the event that the Complaint Form, together with any attached documents, is insufficient to evaluate and act upon, the Management Agent shall request of the complainant, within seven (7) days of receipt of the Complaint Form, such additional information or documentation as is necessary in order to do so.

D. If the complainant fails to provide such additional requested information or documentation within fifteen (15) days of the Management Agent's request, the Board of Directors, in its sole discretion, may either address the complaint on the basis of the available information or consider the complaint resolved and the complaint process shall be closed. In the event the complaint is deemed resolved under the provisions of this paragraph, the Management Agent shall mail to the complainant by certified mail within seven (7) days of the Board's decision notice of that decision and that the complaint process with respect to the complaint has been closed.

E. When the Complaint Form, together with any attached documents and any requested additional information is complete and provides sufficient information to process the complaint, the complaint shall be considered by the Board of Directors at the next regular or special meeting that is convened at least two (2) weeks thereafter. Written notice of the time, date and location of the Board meeting at which the complaint will be considered shall be provided to the complainant by hand delivery, certified mail or electronic means, provided the Management Agent retains sufficient proof of electronic delivery within a reasonable period of time prior to the Board meeting.

F. The Board of Directors shall dispose of the complaint by taking such action as the Board deems appropriate to grant the relief sought, including without limitation issuing sanctions, modifying practices or dismissing the complaint. Within seven (7) days after the Board of Directors makes a final determination with respect to the disposition of the complaint, the Management Agent shall provide written notice of the final determination to the complainant by hand delivery, certified mail or electronic means, provided the Management Agent retains sufficient proof of electronic delivery.

G. The notice of final determination shall be dated as of the date of issuance and include specific citations to applicable association governing documents, laws or regulations that led to the final determination and shall include the registration number of the Association and the license number of the common interest community manager. The notice of final determination shall include a statement that the complainant has the right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Ombudsman and that the Ombudsman may be contacted at (804) 367-2941 or cicombudsman@dpor.virginia.gov.

H. The Management Agent shall maintain a record of each complaint received and the disposition of the same for one (1) year from and after the date of issuance of the notice of final determination.

I. The policies and procedures set forth in this Resolution shall apply to all complaints received after the date of adoption hereof.

This Administrative Resolution was duly adopted by the Board of Directors at a duly called meeting of the Board of Directors on this 19th day of September, 2012.

**TERRACE TOWN HOMES OF WOODLAWN
CONDOMINIUM COUNCIL OF CO-OWNERS**

By: 
Cheryl Jelks, President

By: 
Adrian Vaughn, Secretary

EXHIBIT "A"
TERRACE TOWN HOMES OF WOODLAWN CONDOMINIUM
COUNCIL OF CO-OWNERS

c/o Advantage Community Management Corp.
11350 Random Hills Rd, Suite #800
Fairfax, VA 22030
(703) 279-6556

ASSOCIATION COMPLAINT FORM

INSTRUCTIONS

This complaint form is for use by persons who wish to file written complaints with the **TERRACE TOWN HOMES OF WOODLAWN CONDOMINIUM COUNCIL OF CO-OWNERS** ("Association") regarding the action, inaction or decision by the Association, its Board of Directors or the Management Agent believed to be inconsistent with applicable laws and regulations.

Legibly describe the complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Please 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, please attach a separate sheet of paper to this complaint form. Please attach any supporting documents, correspondence and other materials related to the complaint.

Sign, date and print your name and address below and submit this completed form to the Association at the address listed above.

COMPLAINT

<hr/> Printed Name	<hr/> Signature	<hr/> Date
---------------------------	------------------------	-------------------

<hr/> Mailing Address	<hr/> Unit Address	<hr/> E-mail Address
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<hr/>	<hr/>	<hr/> Phone Number
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Contact Preferences: Phone E-mail Other

If, after the Association's consideration and review of the complaint, the Board of Directors 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 thirty (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

For Association Use Only: Received by: _____ **Date:** _____

**Terrace Towne Homes of Woodlawn Council of Co-Owners
Administrative Resolution No. 2018-01
Procedures Relating to Collection of Routine and Delinquent Assessments**

WHEREAS, the Master Deed of Terrace Towne Homes of Woodlawn Council of Co-Owners (the "Master Deed") and the recorded Bylaws of Terrace Towne Homes of Woodlawn Council of Co-Owners (the "Bylaws"), as amended, together known as the Condominium Instruments, provide that the Units are subject to the Condominium Instruments and the Rules and Regulations of Terrace Towne Homes of Woodlawn Council of Co-Owners (the "Association"), including the obligation of all Unit Owners to pay the Common, Limited and Special Assessments assessed by the Board; and

WHEREAS, Article III, Sections 1 and Article VI, Section 1(a) of the Bylaws obligates each Unit Owner to pay monthly assessments imposed by the Association;

WHEREAS, Article VI, Section 1(b) of the Bylaws provides that, if assessment is more than fifteen (15) days delinquent, interest of twelve percent (12%) per annum and a late fee of thirty-five dollars (\$35.00) or other such amount as established by the Board of Directors can be assessed, and the remaining assessments for the fiscal year can be accelerated and made immediately due and owing;

WHEREAS, Article VI, Sections 1(c) and 9 of the Bylaws provides that, in any proceeding in which the Association is the prevailing party, the Court shall award the costs of the proceeding and reasonable legal fees;

WHEREAS, Article Nineteenth of the Master Deed and Article VI, Section 1(b) of the Bylaws and Section 55-79.84 of the Condominium Act permit the Association to enforce a memorandum of lien for unpaid condominium assessments by foreclosure;

WHEREAS, Article IV, Section 3 of the By-Laws requires the Board of Directors (the "Board") to collect the assessments from the co-owners; and

WHEREAS, Article IV, Section 2 of the By-Laws empowers the Board to perform such acts as are necessary for the administration of the affairs of the Council; and

WHEREAS, Article IV, Section 4 of the By-Laws empowers the Board to employ a management agent for the duties and services authorized by the Board; and

WHEREAS, Article VI, Sections 7 and 10 of the By-Laws and Section 55-79.80:2.A of the Condominium Act provide that the Board shall have the power to suspend a co-owner's use of the facilities and services for any period during which an assessment remains unpaid, once an assessment is more than sixty (60) days past due; and

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

NOW THEREFORE, it is hereby RESOLVED THAT the Board duly adopts the following assessment and collection policy:

I. Routine Collections

A. The assessments shall be established by the Board. The assessments shall be collected monthly, with payment due on the first day of each month (the "Due Date"). The fiscal year of the Association shall be the twelve month period beginning July 1 and ending June 30.

B. Non-receipt of a payment coupon, coupon books, notices, or other such documents relating to the payment of assessments shall not excuse a Unit Owner from the obligation to pay assessments. Pursuant to Article Sixteenth of the Master Deed, no Unit Owner may exempt himself for liability for assessments by abandoning any Unit or by the abandonment of the use and enjoyment of the Common Elements.

C. Non-resident Unit Owners must provide the Board with a telephone number and address, in writing, where the Unit Owner can be contacted; otherwise, all notices shall be sent to the Unit address.

II. Remedies for Nonpayment of Assessments

A. Late Charge. If a monthly assessment is not paid within fifteen (15) days of the Due Date, a late charge of thirty-five dollars (\$35.00) shall be imposed on the account by the Managing Agent on the sixteenth (16th) day of the month.

B. Interest. If a monthly assessment is not paid within fifteen (15) days of the Due Date, interest shall accrue at the rate of 12% per annum from due date until paid.

C. Acceleration. If a monthly assessment is not paid within fifteen (15) days of the Due Date, the remaining assessments for the fiscal year shall become immediately due and payable without any further action of the Board of Directors required.

D. Late Notices. If a monthly assessment is not paid within 10 days of the Due Date, the Managing Agent may send a Reminder Notice requesting payment of the assessments, late fees and cost. If payment is not received within 30 days of the Due Date, the Managing Agent may send a Demand Letter requesting payment of the assessments, late fees, and cost to avoid legal action or a proceeding for the suspension of the use of Recreational Facilities. Failure of a Late Notice to be sent to the Unit Owner or the Unit Owner to receive a Late Notice does not restrict the ability of the Association to refer the matter to legal counsel for collection action.

E. Returned Check Charge. If the Association receives a check from a Unit Owner which fails to clear the Unit Owner's personal banking account, the Association shall charge the Unit Owner a returned check charge of \$50.00, or an amount permitted by law, whichever is greater. If the Association receives from any Unit Owner, in any fiscal year, one or more returned checks for payment of assessments, the Managing Agent may require all future

payments to be made by certified funds or cashier's check for the remainder of the fiscal year. Late fees will be charged on assessments that are returned due to insufficient funds.

F. Notice of Suspension. If the Board elects to suspend the right to use of the Recreational Facilities, in compliance with Virginia Code Section 55-79.80:2(B) of the Condominium Act, the Unit Owner shall be mailed a written notice after the account is sixty (60) days delinquent providing a reasonable opportunity for the Unit Owner to cure the delinquency to avoid the commencement of the suspension as further detailed in Section III A of this resolution. This notice period shall not prohibit the collection action of legal counsel.

G. Referral to Legal Counsel, Acceleration and Suspension of Use of Recreational Facilities. If a monthly assessment is not paid within fifteen (15) days of the Due Date, without any further action of the Board:

1. The Managing Agent shall automatically refer the account to legal counsel for immediate action.
2. Legal counsel is authorized to:
 - a. upon notice to the Unit Owner, declare the entire balance of the assessments for the remainder of the fiscal year due and payable in full;
 - b. record a memorandum of lien for unpaid condominium assessments in the delinquent and accelerated amount against the title to the Unit.
 - c. commence a civil action for judgment against the Unit Owner for unpaid assessments, interest, late fees, attorney's fees and costs.
 - d. take post judgment action to collect the unpaid assessments.
3. In addition to the above remedies, the Board may choose to authorize legal counsel to foreclose the memorandum of lien for unpaid condominium assessments, in the manner provided by the laws of the Commonwealth of Virginia, including the Condominium Act.

H. Method of Crediting Payments. The Unit Owner's account will not be considered paid in full until all fees and charges, as set forth below, are paid. After an account becomes delinquent, payment received from a Unit Owner will be credited in the following order of priority, pursuant to generally accepted accounting principles:

- a. Charges for attorney's fees and court costs.
- b. Late fees, interest, and returned check charges.
- c. Charges (pursuant to Article VI, Section 10 of the Bylaws and Section 55-79.80:2 of the Condominium Act) for violation by an Unit Owner, his family, employees, agents, tenants or licensees of the Condominium Instruments and Rules and Regulations of the Association.
- d. Any and all Special Assessments.

e. The monthly assessments, oldest outstanding first.

III. Suspension of Privileges

A. **Suspension of Use of Facilities.** Once an account is delinquent for sixty (60) days, the responsible Unit Owner shall no longer be a Member in good standing of the Association. Such Unit Owner may not be entitled to use of the facilities and services, including parking on the Common Area. Suspension is subject to the notice and hearing provisions of the Condominium Act as follows:

1. Before any suspension, the Unit Owner shall be given a reasonable opportunity to correct the delinquency as set forth in Section II (F) herein. This notice period shall not prohibit the continuation of collection action of legal counsel.

2. If the delinquency is not cured within the specified time stated in the Notice of Suspension referred to in Section II (F) herein, the Unit Owner shall be given an opportunity to be heard, to present witnesses and to be represented by counsel before the Board or other tribunal specified in the Condominium Instruments and Rules and Regulations of the Association.

2. Notice of the hearing shall be mailed by certified mail, return receipt requested to the Unit Owner at the address of record with the Association, at least fourteen (14) days prior to the hearing.


3. The Notice of the hearing shall contain a description of the amount of the unpaid assessments and the provisions of the Condominium Instruments and Rules and Regulations of the Association alleged to have been violated.

4. The Board decision shall be hand delivered or mailed by certified mail, return receipt requested, to the Unit Owner at the address of record with the Association within seven (7) days of the hearing.

This Resolution is effective 3-1-2018. The Board directs that this Resolution shall be reasonably published or distributed to the Unit Owners of the Association.

This Resolution supersedes all prior collection resolutions.


Adopted at a meeting of the Board of Directors on January 24, 2018.



President

1/26/18

Date

Attested By:


Secretary

2/1/2018

Date