

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

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VERSION 7 (APRIL 2024)

PEACE PLANTATION I  
HOMEOWNERS ASSOCIATION  
D.B.A. CASCADES PARK HOMEOWNER  
ASSOCIATION (CPHOA)

HANDBOOK

PRIMARY STANDING COMMITTEES, RULES,  
POLICY REGULATIONS, AND  
ARCHITECTURAL GUIDELINES

website: [www.cascadespark.com](http://www.cascadespark.com)

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Date	Change Description
06 Oct 06	Initial update to take into consideration homeowner's control of the Board of Directors and changes recommended by residents, Property management company and attorney.
30 Dec 09	Updates to take into consideration several factors: (1) changes in technology, (2) lessons learned by the Covenant Committee after using prior version, (3) incorporation of recently approved policy resolutions, (4) clarification of intent of sections, (5) reiteration that this document is a guide and that residents should always refer to the full set of governing documents before making any exterior modifications and (6) reiteration that residents submit a formal request before making any external modifications.
20 Feb 10	Updated to include the full set of Policy Resolutions and updates recommended by the CPHOA attorney.
21 Mar 18	Updates to take into consideration the lessons learned by the Covenant Committee after using prior version.
18 Jun 20	Updates to take into consideration the lessons learned by the Covenant Committee after using prior version.
16 May 22	Updates to take into consideration the lessons learned by the Covenant Committee after using prior version, including exterior painting.
8 Apr 24	Updated to include updated Policy Resolutions and updates recommended by the CPHOA attorney.

## **I. Executive Summary**

### **A. Introduction**

The purpose of this handbook to provide a single source of information for Owners by presenting general policy, review procedures and design guidelines for homeowners. This handbook is not intended to be all-inclusive or exclusive, but rather a quick reference guide. This Handbook includes an overview of the two primary standing committees (i.e., Covenants and Elections), there accompanying procedures, and all policy resolutions approved by the Board of Directors.

The Board of Directors has adopted and communicates on a regular basis the status of the following organizing principles: (1) sense of community, (2) safety and security, (3) fiscal discipline, (4) adherence to governing documentation, and (5) increased property values.

The Board of Directors reserves the right to update the contents of this document to reflect amended/new policy resolutions, covenants/procedures changes consistent with the needs of the Association, inputs from owners, and to reflect lessons learned. As changes occur, the Board of Directors will provide these changes to the Owners.

### **B. About the Association**

The Cascades Park Homeowners Association (CHPOA) – formerly known as the Peace Plantation I Homeowners Association (PPHOA) - is a non-stock corporation whose members are the owners of 518 residential Single Family Home and Town home Lots located in the Town of Sterling, Loudoun County, Virginia. The Declarant of the Association is Loudoun Kline, LLC, and any successors or assigns. The Association was incorporated on December 23, 1997. A five member Board of Directors (BOD) governs the Association. The residents elect the members of the Board for a term consistent with the governing documentation of the Association. In accordance with the governing documentation of the CHPOA, the Board of Directors elects the officers of the Association: President, Vice President, Secretary, and Treasurer.

The Board of Directors ensures: (1) safety and security is maintained, (2) common services are provided, (3) governing documentation is enforced, (4) maintenance of adequate reserves to meet financial obligations, (5) long term viability of the Association. The Board of Directors executes these responsibilities through the governing documentation of the Association (i.e. *the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restrictions*, and any resolutions) adopted by the Board of Directors.

### **C. Association Responsibilities**

The Association is responsible for providing a variety of services to the Owners. Among these services are the maintenance of the common area grounds and improvements (pools, street lights, entrances) the payment of expenses for common area water, sewer and electricity, hazard and liability insurance for the common area and the Board of Directors, the plowing of snow on privately maintained streets within the Association, the management and maintenance of any recreational facilities and the establishment of reserve funds for the repair and replacement of

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capital improvements. Single-family homes streets will be maintained by Loudoun County. The Association also plays the very important role of architectural review and enforcement of the covenants of the community.

## **D. Funding of the Services and Reserves of the Association**

Each year the Board of Directors adopts an annual budget to cover expenses of the Association. The budget serves as the basis for determining the Annual General Assessment that each Owner will pay during the subsequent year. The general assessments are determined by the annual operating budget and required reserves. Amounts are allocated based upon house type (i.e., expenses only related to the town homes and single family homes) and a general assessment (paid by all Owners). The Annual Assessment is established in a manner consistent with Policy Resolution No. 09-01 (Appendix H).

## **E. Collection Procedures for Delinquent Accounts**

An amount equal to one twelfth (1/12) of the Annual Assessment is due on the first day of each month. It is the responsibility of the Owner to make on time payment of Assessments no later than the due date. If any assessment is not paid within 15 days after the due date, an Owner shall be considered delinquent. The outstanding assessment shall bear interest from the date of delinquency at a rate of six (6%) per annum and the Owner shall be assessed a cost of collection charge of \$15.00 per month. The Annual Assessment is collected in accordance with Policy Resolution No. 07-01 (Appendix D).

If the Owner is still delinquent at the end of 60 days, the account may be turned over to the Association's attorney for collection. All costs, including certified mail, court fees, attorney's fees, and other related expenses are assessed against the owner. Upon receiving a delinquent account, the attorney will write a demand letter, typically giving the Owner up to 10 days to pay or further action may be taken. Included among the actions to be taken by the Association is filing a lien on that unit, obtaining a judgment, garnishment of salary or wages, attaching assets and foreclosing on the home. No owner on the delinquency list is allowed to vote in the general election of the Association or to serve on the Board of Directors or any Committee. Moreover, access to the recreational facilities will be denied.

## **F. Collection Procedure for Non-Compliance**

When the Board's judgment is unfavorable to the owner, the Board may impose monetary charges as an assessment against the owner's lot or suspend the owner's privileges. The Board may levy monetary charges for a single offense in amounts up to \$50 and for continuing offenses in amounts up to \$10 per day for up to ninety (90) days. In the event that a continuing offense persists at the end of this ninety (90) day period, the Board reserves the power to re-initiate the violation procedures set forth in Policy Resolution No. 01-02 (Appendix E).

## II. Architecture Design Guidelines

The Architectural Design Guidelines included within this Handbook are intended to serve as a reference for members of the *Covenants Committee (CC)* of the Cascades Park Homeowners Association and staff in reviewing projects submitted to them by homeowners. **This document is not intended to be all-inclusive or exclusive, but to serve as a guide for making improvements in the community.** In general, the Design Guidelines have been prepared to guide the development of Cascades Park with the following objectives:

- (1) To provide uniform guidelines for the Covenants Committee in reviewing applications based upon the goals set forth in the *Declaration of Covenants, Conditions & Restrictions* of the Association.
- (2) To assist homeowners in determining when an application is needed.
- (3) To assist homeowners in preparing and submitting an acceptable application to the Covenants Committee.
- (4) To illustrate basic design principles that will aid homeowners in developing exterior improvements which are consistent with the community as a whole.
- (5) To increase homeowners' awareness and understanding of the Rules and Regulations of the Association.
- (6) To provide an overview, not a replacement, of the guidelines of the Association.

### A. Antennas/Satellite Dishes

The Telecommunications Act of 1996 has modified Article VI, Section 9 of the Declaration. Antennas and Satellite Dishes ***not*** larger than one meter (39") are permitted. Below are the recommendations and guidelines to assist in the placement of an Antenna or Satellite Dish.

- (1) All Satellite Dishes ***must*** be one meter or less in diameter.
- (2) Although rooftop Antennas are permitted under the Telecommunications Act, the use of attic Antennas (installed in the attic) is encouraged.
- (3) Per FCC recommendations, Antenna and Satellite Dish supports are limited to a maximum of twelve (12) feet above the roofline.
- (4) All wiring for Antennas and Satellite Dishes must be properly secured and concealed.
- (5) Should Satellite Dishes be produced with color options, the color selections should complement the house's basic colors, following the same guidelines as exterior painting. Otherwise, the color should remain as originally purchased.

- (6) There should be no commercial advertising on the Satellite Dish itself, other than the brand name.
- (7) A maximum of two (2) satellite dishes are allowed.

**Location:**

- (1) Antennas/Satellite Dishes must be placed on the homeowner's property, not in any common areas.
- (2) Based on the required positioning to receive transmissions, Antennas/Satellite Dishes should be placed in an inconspicuous location and should not be placed in areas where it would constitute a safety hazard.
- (3) The preferred location for satellite dishes and other antennas is below the peak of the roofline on the backplane of the house so as to have no, or minimal visibility from the front of the house, or entirely within and below the height of approved privacy fencing which fully encloses the rear yard of any attached townhouse. Antennas and satellite dishes meeting these criteria do not require an application. Installation of antenna and satellite dishes in other areas requires the submission of an Architectural Modification Application and will be considered on a case-by-case basis.
- (4) The Association may require owners and/or tenants to install or provide screening around the antenna if the antenna is visible from the street or from other lots. The Association may also require owners and/or tenants to paint any portion of the antenna or dish so that it matches or is reasonably compatible with the color of the structure to which it is attached.

**SUBMISSION REQUIREMENTS**

In accordance with FCC Regulations, no prior approval is required. However, Antennas/Satellite Dishes must follow above guidelines and meet any and all FCC requirements under the Telecommunications Act of 1996.

**B. Arbors and Trellis**

Arbors and trellises are required to be attached to an existing structure (house, deck, or fence). Free-standing arbors and trellises are considered Exterior decorative objects and should be submitted based on requirements from Section F. Exterior Decorative Objects.

- (1) All arbors and trellises require prior Covenants Committee approval.
- (2) Arbors and trellises to provide support for plantings should be anchored firmly in the ground with screw anchor ties or with proper concrete foundations and need to be attached to a structure.

- (3) All arbors and trellises must be maintained in good condition.
- (4) Arbors and trellises can be painted or stained to match the trim of the house, may be painted white or treated with a “clear-coat or slightly pigmented preservative”.
- (5) Arbors and trellises may not exceed eight (8) feet in height.

#### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A copy of the existing site plan (plat) showing the house, existing decks, patios, fences and/or accessory structures, significant vegetation, property lines and easements and the location of the proposed arbor.
- (3) A plan, to scale, showing the existing house and deck (if any) and the proposed arbor including dimensions, placement, construction details and materials.

### **C. Decks**

All decks require prior approval by the Covenants Committee.

- (1) **Maintenance** - All decks must be maintained in good condition. If a deck is not properly maintained by the homeowner, the Cascades Park Homeowners Association may make any necessary repairs and bill the homeowner for said repairs.
- (2) **Permits** - All decks must be in compliance with all Governing Bodies building Rules and Regulations including Utility Marking Organizations such as Miss-Utility (1-800-552- 7001).
- (3) **Location** - Decks shall maintain a setback from all property lines as required by Loudoun County regulations. Decks are permitted in the rear yard only.
- (4) **Materials** - All decks shall be constructed of pressure-treated wood or other rot resistant wood such as cedar, redwood or cypress. Other construction materials will be considered on a case-by-case basis, including, but not limited to manufactured decking (such as TREX). Decks and rails may be stained or painted. Paint must match house color or house trim color. Stains and preservatives must be clear-coat, natural or earth tone. Paint or Stain color selection must be provided at the time of submission of application to the Covenants Committee.
- (5) **Screened Porches** - Screened porches are viewed as Major Exterior Changes and must follow those guidelines. See Major Exterior Changes for guidelines. See Section P Major Changes (Additions/Alterations)

- (6) **Under Deck (Screened or Unscreened) Enclosures** - Enclosures under decks are viewed as Major Exterior Changes and must follow those guidelines. See Major Exterior Changes for guidelines. See Section O Major Exterior Changes.

#### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A copy of the existing site plan (plat) showing the house, existing patios, fences and/or accessory structures, significant vegetation, property lines and easements and the location of the proposed deck.
- (3) Deck plans, to scale, showing the existing house, including dimensions, elevation drawings showing height above grade, railing and stair detail (height, style, picket size), material to be used and any other proposed elements including, but not limited to benches, planters and privacy screens.

#### **D. Dog Houses**

- (1) Doghouses must be located in rear yards where visually unobtrusive and must be compatible with applicant's house in color and material or match the fence.
- (2) All doghouses must be maintained in good condition.
- (3) Enclosed dog runs are prohibited.

#### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A copy of the existing site plan (plat) showing the house, existing decks, patios, fences and/or accessory structures, significant vegetation, property lines and easements and the location of the proposed dog house.
- (3) A photo or picture of the proposed doghouse.

#### **E. Driveway Extensions**

- (1) Widening of the driveway is limited to 12 inches on either side of the driveway.
- (2) All driveway extensions must be maintained in good condition.

#### **SUBMISSION REQUIREMENTS**

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- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A copy of the existing site plan (plat) showing the house, existing decks, patios, fences and/or accessory structures, significant vegetation, property lines and easements and the location of the proposed dog house.
- (3) A photo or picture of the proposed material and the current driveway.

## **F. Exhaust Ducts/Attic Ventilators**

- (1) Attic ventilators or mechanical devices requiring roof penetration should be as small in size as functionally possible and should match the color of the roof, chimney duct or mill finish.
- (2) Such devices should be located on the backside of the roof and should not extend above the ridgeline.

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A photo of the existing house showing the location of the proposed vent/duct.
- (3) A photo or picture of the proposed vent/duct.

## **G. Exterior Clotheslines**

- (1) No exterior clotheslines are permitted.

## **H. Exterior Decorative Objects**

- (1) *Exterior decorative objects greater than twelve (12) inches in height and/or further than four (4) feet from the foundation require prior Covenants Committee approval. **This includes seasonal decorative objects.***
- (2) Objects will be judged based on, but not limited to their size, color, location and aesthetics.
- (3) Holiday decorations are exempt from these requirements. However, holiday decorations may not be started thirty (30) day prior to the holiday, and must be removed no later than thirty (30) days after the holiday.

### **SUBMISSION REQUIREMENTS**

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- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) Copy of the existing site plan (plat) showing the house, existing decks, patios, fences and/or accessory structures, significant vegetation, property lines and easements and the location of the proposed exterior decorative object(s).
- (3) A photo or picture of the proposed exterior decorative object(s).

## **I. Exterior Lighting/Electronic Insect Trap**

- (1) Low voltage landscape lights installed within eighteen (18) inches off the ground do not require prior Covenants Committee approval.
- (2) Covenants Committee approval is not required when replacing existing exterior light fixtures with fixtures of similar style and finish.
- (3) All other exterior lights including, but not limited to, security lights require prior Covenants Committee approval.
- (4) No exterior lighting shall be directed outside the boundaries of the property.
- (5) Lighting must be maintained in good condition and good order.

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A copy of the existing site plan (plat) showing the house, existing decks, patios, fences and/or accessory structures, significant vegetation, property lines and easements and the location of the proposed lighting.
- (3) A photo of the existing house showing the location of the proposed lighting.
- (4) A photo or picture of the proposed lighting.

## **J. Exterior Painting**

The exterior of the dwelling must be maintained in good condition. This includes replacing any wood that has rotted and maintaining any exterior painting. Additionally, siding should be free of dirt and debris. Painting of the house should be as close to the original color as possible. Should the owner desire a change to the color, the following guidelines should be met.

**All color changes require prior Covenants Committee approval.**

**All concrete painting requires prior Covenants Committee approval.**

- (1) Painting a specific object to match its original color does not require prior approval.

- (2) All painted exterior surfaces must be maintained in good condition.

### **SUBMISSION REQUIREMENTS:**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A photo of existing structure to be painted showing its original color.
- (3) A paint sample of the proposed color change.

## **K. Fences**

### **All fences require prior approval by the Covenants Committee.**

- (1) **Maintenance** - All fences must be maintained in good condition and straightened as required. If a fence is not properly maintained and kept straight by the homeowner, the Association may make any necessary repairs and bill the homeowner for said repairs.
- (2) **Location** - Fences must follow the property line unless a variance is requested and granted (see exception for single family corner lots below). **No front yard fencing is permitted.** Side yard fencing is permitted; however, fencing may not be installed further forward than the midway point of the dwelling. Homeowners are encouraged to build open type fences. On a corner lot, a fence that adjoins the sidewalk must be between forty-two (42) inches and forty-eight (48) inches tall so as not to impede sight lines of vehicles. On a corner lot, a six (6) foot fence must be setback from the sidewalk by at least three (3) feet.
- (3) **Construction** - The unfinished side of the fence (showing the posts and other supporting members) shall face the interior of the lot on which the fence is erected. If the ground slopes, the fence must be parallel to the ground and not “stair-stepped” at the top.
- (4) **Height** - No fence shall be shorter than 3.5 feet (42 inches) or taller than six (6) feet.
- (5) **Materials** - All fences shall be constructed of pressure-treated wood or other rot resistant wood such as cedar, redwood or cypress. Fences may be stained with natural or earth tone or a “clear-coat preservative” and must be constant on both sides of the fence (inside and outside). **Vinyl, chain link or other galvanized metal wire fencing will not be permitted.**
- (6) **Fence Style** - Fence style will be decided on a case-by-case basis.

- (7) **Non-Functional Fencing** - Non-functional, partial fencing is considered an exterior decorative object – see Section F - Exterior Decorative Objects for guidelines.

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A copy of the existing site plan (plat) showing the house, decks, patios, existing fencing, accessory structures, significant vegetation, property lines, easements and the location of the proposed fence.
- (3) Height of the fence, materials, and stain that will be used.
- (4) A drawing, photo or brochure of the proposed fence design, including dimensions and material to be used.

### **L. firewood**

- (1) Firewood shall be kept neatly stacked in the rear yard only.
- (2) Under no circumstances shall firewood be stored on the common areas.
- (3) Piles larger than two (2) cords require Covenants Committee approval.
- (4) Piles longer than six (6) feet should be two (2) rows deep at a minimum.
- (5) Piles should not exceed four (4) feet in height for safety reasons.
- (6) Static wood piles should not remain longer than twenty-four (24) months.

### **M. Flag Poles**

- (1) Temporary flag pole staffs, which do not exceed six (6) feet in length and are attached to the front wall or column of the dwelling do not require prior Covenants Committee approval.
- (2) All other flag poles require Covenants Committee approval.

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

- (2) A copy of the existing site plan (plat) showing the house, decks, patios, existing fencing, accessory structures, significant vegetation, property lines, easements and the location of the proposed flag pole.
- (3) A drawing, photo or brochure of the proposed flag pole, including dimensions and material to be used.

## N. Gutters and Downspouts

Gutters and downspouts must match those existing in color and design and must not adversely affect drainage of adjacent properties or common areas. All gutter and downspout systems should be properly maintained.

- (1) Must match the existing color and design
- (2) May not extend more than four (4) feet away from the house
- (3) Black spouts may only be used underground
- (4) Rain barrels may be used in the backyard or inside fenced side yard

## O. Roofing and Siding

**All changes or repairs to roofing and siding require prior Covenants Committee approval.**

- (1) **Maintenance** - All roofs and siding must be maintained in good condition. If a roof or siding is damaged, Owners are required to make timely repairs. Owners are required to keep siding clean.
- (2) **Replacement:**
  - a. In the event a roof has to be replaced, it must match the preponderant color within the community. If the roof replacement is an upgrade in material, a description of the material and a sample (to the extent possible) should be provided with Application submission,
  - b. Roof replacement style and color will be decided on a case-by-case basis.
  - c. In the event sections of the siding or all of the siding have to be replaced due to damage, it must match the color and material of existing siding.
- (3) **Emergency Repairs:** In the event that a weather damaged roof or weather damaged siding has to be replaced to preclude severe damage to the property, Owners are authorized to make the repairs; however, the exact same material, color, and design as the original **must** be used. The necessary documentation is still required and must be submitted immediately.

## **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) Roofing: A description of the roofing material and a sample picture.
- (3) Siding: A photo or picture of the current structure that clearly shows the color of the existing siding and a photo, picture, or sample of the proposed replacement to ensure colors, materials are the same.

## **P. Landscape and Grounds Maintenance (Plantings and Related Elements)**

**All major exterior changes require prior Covenants Committee approval.**

Each homeowner is responsible for ensuring his/her home's lawn is mowed, edged and trimmed and trees, shrubs and flower gardens properly maintained. All property must be maintained in good condition. If not properly maintained by the homeowner, the Cascades Park Homeowners Association may make arrangements for any necessary maintenance and bill the homeowner for said maintenance. Trees and shrubs should be planted so that they do not obstruct sight lines of vehicles. Trees should be placed so that the projected canopy (of a mature specimen) remains within the property lines. Trees should not be planted on property lines to avoid impeding fencing or fence maintenance.

All homes within the community (i.e., single family and townhouses) must maintain landscaping (e.g., Shrubs, bushes, or flowers) along home foundation (front of home). Grass alone is not sufficient. Yard maintenance responsibilities are further described in Policy Resolution Number 08-01 (Appendix I).

**All landscaping requires prior Covenants Committee approval except where noted below:**

- (1) Front yard or side foundation landscaping does not require approval if it is located within six (6) feet of the base of the home or walkways and consists of trees, shrubs or flowers.
- (2) Back yard landscaping does not require prior Covenants Committee approval if there is no adverse drainage on adjacent properties and it consists of plant materials.
- (3) Landscape edging, such as railroad ties, garden timbers, stone, brick or other natural materials used to construct a border or retaining wall does not require prior Covenants Committee approval if it is less than eighteen (18) inches tall, is located within six (6) feet of the base of the home or walkway and does not impede drainage.

- (4) Removal or installation of trees with a diameter in ***excess*** of four (4) inches measured twelve (12) inches above ground level **requires prior Covenants Committee approval.**

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A site plan (plat) at scale, showing the house and existing decks, patios, fences, accessory structures, significant vegetation, property lines, easements and the proposed landscaping.
- (3) Detailed description of proposed landscape materials, including size (current and at maturity).

### **Q. Mailboxes**

- (1) All mailboxes and mailbox posts must be maintained in good condition.
- (2) Mailboxes must be located in accordance with postal regulations. Mailboxes must be painted black without any ornamentation other than name and/or house number. High visibility, three (3) inch house numbers are preferred by the US Postal Service and local rescue workers.
- (3) Mailbox posts must be painted dark brown or stained (clear coat or natural).
- (4) Ornamental mailboxes and ornamental mailbox posts will be assessed on a case-by-case basis.

### **R. Major Exterior Changes (Additions / Alterations)**

**All major exterior changes require prior Covenants Committee approval.**

Major exterior changes are those, which substantially alter an existing structure in size or appearance and include the addition or deletion of structures as well as decorative elements. Elements subject to the requirements of this section include, but are not limited to the following: Driveways, garages, covered porches (screened or unscreened), under deck enclosures (screened or unscreened), roof extensions, covered entries, sub-grade entries, greenhouses (attached or detached from the main structure), fireplaces and chimneys, exterior stairs accessing the main entrance and any fully enclosed additions.

- (1) **Designs** - The design of major exterior changes must be compatible with and complementary to the design of the existing structure to be altered in terms of the structures' original design, scale, massing, roof pitch, materials, windows, color, trim, detail, etc. The "existing structure" for the purposes of this section is

considered to be any existing improvements on a lot. Proposed additions, which adversely impact the use or value of adjacent properties, will not be approved. The Covenants Committee review will consider the impact of a proposed addition on the view, day lighting, natural ventilation, grade and drainage of adjacent properties.

- (2) **Permits** - All major additions must be in compliance with all Governing Bodies building Rules and Regulations. The homeowner must provide copies of the Town and/or County Building Permits and Final Inspection Notice to the Covenants Committee. All Covenants Committee approvals are contingent upon Governing Bodies approval. Permits must be submitted prior to initiating construction.
- (3) **Construction** - The quality of construction of any proposed addition must be at least equal to that of the existing structure in terms of materials, construction details and finish.
- (4) **Design Approval** - Following design approval by the Covenants Committee, applicant must submit documents which indicate the method and materials of construction.

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A dimensional site plan, at scale, clearly showing the location of the proposed improvement, as well as existing house, decks, patios, fences, accessory structures, significant vegetation, property lines and easements. The plan must also show the location of all existing improvements on each adjacent property.
- (3) Applications for additions as described above must include architectural design drawings (floor plans, elevations, roof plans, etc.), which fully delineate the proposed addition and its relationship to the existing structure.
- (4) All applicable Town and/or County Building Permits must be submitted prior to initiating construction.

## **S. Patios**

**All Patios require prior Covenants Committee approval.**

- (1) A patio is defined as a structure under twenty-four (24) inches in height (from grade).
- (2) Patios are permitted only in the rear of the house.

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

- (3) All patios must be maintained in good condition.
- (4) Changes in grade or drainage pattern must not adversely affect adjoining properties.

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A copy of the existing site plan (plat) showing the house, decks, fencing, accessory structures, significant vegetation, property lines and the proposed location of the patio.
- (3) A plan, to scale, showing the house and the proposed patio, including dimensions, materials, colors and any changes to grade.
- (4) Detailed construction drawings of any railings, steps, benches and/or planters to be incorporated into the general design of the proposed patio.

## **T. Permanent Barbecue Grills**

Permanent barbecue grills contained within a yard enclosed by a six (6) foot fence do not require prior Covenants Committee approval.

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A copy of the site plan (plat) showing the location of the proposed location of the grill.
- (3) A photo or picture of the proposed barbecue grill.

## **U. Privacy Screens / Lattice Work (Above or Below Decks)**

**All lattice work or similar privacy screening devices require Covenants Committee approval.**

- (1) **Maintenance** - All lattice work must be maintained in good condition.
- (2) **Construction** - Lattice may not be installed as a fence or in place of deck railings. Lattice must be installed with framing above deck railing and must be limited to eight (8) feet in total height, including deck railing.
- (3) **Finish** - Lattice work used on decks and as free standing privacy screens must be framed. Lattice attached under a deck should be recessed. Lattice may be treated with a "clear-coat or slightly pigmented preservative", painted to match house or

trim color or left natural. Stain must be natural or earth tone. Paint or stain color must be provided at the time of submission of the application.

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A copy of the site plan (plat) showing the proposed location of the lattice work.
- (3) A plan, to scale, showing the proposed lattice work including dimensions, placement, framing detail, etc.

## **V. Recreational Equipment**

**All recreational equipment as described below requires Covenants Committee approval.**

- (1) All equipment should be located in rear yards only.
- (2) Equipment may not be installed on common ground.
- (3) Recreational equipment includes, but is not limited to: Swings, swing sets, slides, playhouses and play forts.
- (4) A playhouse must conform to the same criteria as sheds (see “Storage Sheds” for guidelines) and must not exceed nine (9) feet in height. A playhouse is defined as a structure with solid walls (with or without windows) and a solid roof.
- (5) A play fort must not exceed ten (10) feet in height. A play fort is defined as an open structure.
- (6) All play structures must conform to applicable safety regulations.
- (7) All recreational equipment must be maintained in good condition.

**Permanent Basketball Hoops and Goals require prior Covenants Committee Approval.**

- (1) Permanently installed and portable basketball hoop/goals are permitted.
- (2) Basketball hoops must be located on the property owner’s physical property.
- (3) Basketball hoops must be stationed in a manner that only allows game play on the property owner’s physical property (i.e. no game play in the streets or in other ways which might pose a safety hazard to players and/or motorists).
- (4) Hours of use are 9:00am – dusk.

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

- (5) If Basketball hoops are stationed in a pipe stem, written concurrence by adjacent homeowners and approval by the Covenants Committee is required prior to installation.
- (6) Basketball hoops must be maintained and in good condition.
- (7) Chain nets are not permitted.
- (8) Permanent Basketball Hoops must be free standing (i.e. Basketball hoops may not be affixed to the home.)

## **W. Sidewalks/Walkways**

All sidewalk modifications require prior Covenants Committee Approval.

- (1) Sidewalks and pathways must be maintained in good conditions, with biannual inspections performed, and must be designed to respect the “visual rights” and aesthetic interests of neighbors.
- (2) Additions of paved areas/sidewalks not as part of the original house design, including those on the side of the home, need prior approval. A pave edger construction must be used.
- (3) Sidewalks/pathways must not interfere with any drainage.
- (4) Walkways that meets up with common area sidewalk may not be altered.

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A copy of the existing site plan (plat) showing the house, existing decks, fences, accessory structures, significant vegetation, property lines and the proposed location of the sidewalk.
- (3) Proposed material including a drawing with dimensions, and details.

## **X. Storage Sheds**

All storage sheds require prior Covenants Committee Approval.

- (1) Sheds must be designed to respect the “visual rights” and aesthetic interests of neighbors.
- (2) Sheds may not exceed nine (9) feet in height.

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

- (3) Sheds must be located in rear yards only, or enclosed by a six (6) foot privacy fence may be located in the rear or side yard.
- (4) Sheds must not interfere with any drainage.
- (5) All sheds must be maintained in good condition.

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A copy of the existing site plan (plat) showing the house, existing decks, fences, accessory structures, significant vegetation, property lines and the proposed location of the shed.
- (3) If pre-constructed, a catalogue photo or manufacturer's "cut sheets" of the shed, including dimensions, materials and color must be submitted.
- (4) If the storage shed is to be constructed, include a plan and elevation drawings, to scale, with dimensions, materials and colors. If built against the rear wall of the house, also include this elevation showing the proposed shed.
- (5) Proposed location, include a drawing with dimensions, details and materials.

## **Y. Storm Doors / Security Doors / Exterior Front Doors**

### **Storm Doors and Security Doors:**

**All Storm Doors and Security Doors require prior Covenants Committee Approval.**

All storm/security doors must be maintained in good condition.

- (1) **Construction** - Front and side storm/security doors must be full view or modified full view with clear, uncolored glass. A modified full view storm/security door is defined as a full view door with a bottom "rail" no taller than twenty (20) inches. Doors must be without ornamentation such as, but not limited to, scallops, scrolls and imitation gate hinges.
- (2) **Finish** - Storm/security and screen doors must be painted white or the same color as the entry door behind them or to match the surrounding trim of the house. No plastic covering will be permitted on the outside of storm doors.

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

- (2) A photo or picture of the proposed storm/security door.
- (3) Proposed color of the frame and door.

### **Exterior Front Doors:**

#### **All exterior front doors require prior Covenants Committee Approval.**

All doors must be maintained in good condition. Townhome door must match the doors of the attached other homes.

- (1) **Construction** - Front doors may not exceed 30 percent glass. All glass must be uncolored. Doors must be without ornamentation such as, but not limited to, scallops, scrolls and imitation gate hinges.
- (2) **Finish** - Doors must be painted same color as the existing entry door or to match the surrounding trim of the house. Change of color needs to be approved prior to installation.

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A photo or picture of the existing and proposed door.
- (3) Proposed color of the door.

### **Z. Storm Windows**

All storm windows must be maintained in good condition.

- (1) **Construction** - Storm windows must be clear, uncolored glass. Windows must be without ornamentation such as, but not limited to, scallops, scrolls and imitation gate hinges.
- (2) **Finish** - Storm windows must be painted white or to match the surrounding trim of the house. No plastic covering will be permitted on the outside of storm windows.

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A photo or picture of the proposed storm windows.
- (3) Proposed color of the frame and windows.

### **AA. Swimming Pools / Hot Tubs**

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

**Permanently installed hot tubs, spas and in ground swimming pools require prior Covenants Committee approval.**

- (1) All hot tubs, spas, and swimming pools must be placed in the rear of the home.
- (2) All hot tubs, spas and in ground swimming pools must conform to all applicable Town and/or County regulations.
- (3) “Kiddie” pools are allowed in rear yards only.
- (4) Permanently installed above ground swimming pools are prohibited.

**SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A copy of the site plan (plat) showing the house, any existing decks, patios, fences, accessory structures, significant vegetation, property lines, easements and the location of the hot tubs/spa/in ground swimming pool.
- (3) A photo or picture and plans of the proposed hot tub/spa/in ground swimming pool.

**BB. Trash Enclosures – see also Storage Shed**

**All trash container enclosures must have Covenants Committee approval. Approvals will be on a case-by-case basis.**

- (1) **Maintenance** - All trash containers must be kept clean and must have lids. Homeowner is responsible for any trash that is scattered due to foraging wildlife (crows, raccoons, etc.).
- (2) **Location** - Trash containers must be hidden from view, whether enclosed in a rear yard, kept in a garage or enclosed in a trash container enclosure. Trash container enclosures must conceal all containers. Enclosures cannot be located in the front of the home. Enclosures must be attached or appear to be attached to the house. At no time should trash containers be stored behind shrubs in the front or side of the lot.
  - **Single Family Homes** - Trash enclosures may be located on the side of the home. Enclosures may not be placed any further forward than the mid-point of the home. Approvals will be on a case-by-case basis and exceptions may be granted.
- (3) **Construction** - The enclosure must be tall enough to completely hide the trash containers but is not to exceed five (5) feet high and three (3) feet in width from the house. The maximum length is not to exceed eight (8) feet. Enclosures must be

constructed of pressure treated wood or lattice or be of a manufactured plastic. Custom enclosures may be painted to match the house or the trim of the house or be treated with a clear-coat preservative. Any lattice must be framed and may be treated with a clear coat preservative. Manufactured plastic (e.g. Rubbermaid) must be neutral in color (i.e. white, beige, light green). If the enclosure has a roof on it, it becomes a shed and therefore needs to follow the design guidelines of a storage shed and not a trash enclosure.

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A copy of the existing site plan (plat) showing the house, existing decks, patios, fences, accessory structures, significant vegetation, property lines, easements and the location of the proposed trash container enclosure.
- (3) A design drawing or picture of the proposed enclosure with details of materials and desired finish.

### **CC. Trellises – see Arbors**

### **DD. Window Fans and Window Air Conditioners**

Window fans or window air conditioner units are not permitted.

### **EE. Window Tinting**

**All window tinting must have Covenants Committee approval. Approvals will be on a case-by-case basis.**

### **SUBMISSION REQUIREMENTS**

- (1) A completed Architectural Modification application for Covenants Committee approval.
- (2) A copy of the existing site plan (plat) showing the house, existing decks, patios, fences, accessory structures, significant vegetation, property lines, easements and the location of all windows.
- (3) A design drawing or picture of the window with details of materials and desired finish.
- (4) Degree of darkness and UV protection details.

### **III. Elections Committee and Election Process**

#### **A. Elections Committee**

##### **(1) Overview**

As a standing committee, the Elections Committee was chartered to assist the Board of Directors in effectively and efficiently executing its responsibilities regarding the Annual Meeting and administration of the election process. A member of the Board of Directors whose term is not under consideration for the upcoming Election shall chair the Committee.

##### **(2) Membership**

The membership of the Elections Committee shall conform to the terms and condition of the Board of Directors Approved Policy Resolution No. 2002-2 regarding committees (Appendix C).

##### **(3) Responsibilities**

The Elections Committee shall ensure that the Annual Meeting and corresponding election of the Board of Directors conforms with the Cascades Park Homeowners Association Bylaws Sections 2 & 3.

#### **B. Annual Meeting Process**

##### **(1) Overview**

The process for the annual meeting shall be in accordance with the Annual Meeting and Elections Process Policy Resolution No. 2002-2 (See Appendix C, C1, C2).

##### **(2) Membership**

The Elections Committee consists of three (3) or more members, appointed by the Board of Directors (BOD). The membership of the Elections Committee conforms with the terms and condition of the Board of Directors Approved Policy Resolution regarding committees (See Appendix). In order to achieve a quorum, 10% of the owners are necessary to conduct the business of the Association at the annual meeting. Additionally, in order to conduct business these 10% must be in good financial standing with the Association.

##### **(3) Responsibilities**

During the Annual Meeting the Association will elect members of the Board of Directors with a term of office as stipulated within the Articles of Incorporation and/or Bylaws. The Annual Meeting shall be conducted in accordance with these documents and Roberts Rules of Order.

### **IV. Covenants Committee and the Enforcement Process**

## A. Covenants Committee

### (1) Overview

The authority for maintaining the quality of design in the community is provided for in the *Declaration of Covenants, Conditions and Restrictions (Declaration)* with the creation of a **Covenants Committee (CC)**.

The applicant (Owner) is responsible for complying with the provision of these Procedures and Guidelines (Appendix A, B) and the written instruments of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restrictions*) and resolutions adopted by the Board of Directors. **There are no exemptions or automatic approvals and each application will be reviewed on an individual basis.**

### (2) Membership

The Covenants Committee consists of three (3) or more members, appointed by the Board of Directors (BOD). The membership of the Covenants Committee conforms with the terms and conditions of the Board of Directors Approved Policy Resolution regarding committees.

### (3) Responsibilities

The Covenants Committee administers the design review process for all modifications to the property, which is subjected to the Declaration. Article VI, Restrictive Covenants, Section 2 of the Declaration explicitly states that any change to the exterior appearance of one's property must be approved by the Covenants Committee prior to the modification being made. Further, once a plan is approved, it must be followed. Any alteration to an approved plan must be approved by the Covenants Committee.

## B. Review

Most external modifications to property within the Association require Covenants Committee approval; therefore, residents are strongly encouraged to submit the modification for review by the Covenants Committee to avoid unnecessary rework or the accompanying expense.

Applications should be submitted well in advance of the scheduled commencement of the modification. As provided in the Declarations, **the Covenants Committee has up to forty-five days from the receipt of a complete application to reach a decision on the request.**

The Managing Agent will review all submitted applications and their accompanying information for completeness. Submissions that do not have the required information for review shall be deemed to be incomplete and will be returned to the Owner. Complete submissions will be reviewed by the Covenants Committee in the order in which they are received. The submission of a complete application is crucial to enable the Covenants Committee to provide the Owner with a timely response. If additional information or clarification is needed, the Covenants Committee may contact the applicant directly. In the event of a complex or major project, the Covenants Committee may request the applicant to present their design in person at the Covenants Committee's next scheduled meeting.

The decision of the Covenants Committee will be sent by first class mail to the applicant's address. Failure of the Covenants Committee to act upon any complete request submitted within forty-five (45) days from the date the Management Agent receives it shall be deemed as approved as submitted, unless the modification or improvement is a violation of existing covenants, Rules and/or Regulations of the Association. The failure of the applicant to RECEIVE written notification within forty-five (45) day period does not in itself constitute automatic approval. The applicant should contact the Management Agent regarding the status of the request.

## **C. Approvals**

The Covenant's Committee will review all submissions and present its recommendations to the Board of Directors for approval. The Board of Directors in conjunction with the Covenants Committee may enforce or modify, in whole or in part, any or all of these Procedures or Guidelines.

Approval does not relieve the Owner of the responsibility of obtaining all other necessary approvals and permits required by the Town of Sterling, Loudoun County, the Commonwealth of Virginia and/or other agencies having jurisdiction over the project or improvement.

Notification of final approval constitutes an agreement by the Owner not to deviate from the approved plan unless such proposed deviation has been submitted to the Covenants Committee and has been specifically approved.

The Covenants Committee may, at its discretion during the design review process, suggest alternative design solutions; however, such suggestions shall not necessarily constitute an approved design solution and the Covenants Committee shall not have any responsibility for ensuring, or making any determination regarding compliance of such suggested design solutions with applicable governmental regulations and other requirements.

## **D. Appeals**

Within twenty (20) business days after notice of a Covenants Committee decision has been mailed, the Owner may file a written request that the Covenants Committee reconsider such decision. An appeal for reconsideration shall include a justification and technical design information supporting such request. The Covenants Committee may require additional information in connection with any request. The Owner's written request for consideration may include a request to present their appeal in person at the Board of Director's next scheduled meeting. The request for reconsideration constitutes a formal request for approval of application for modification; consequently, as part of the appeal process, if the reason for the rejection is resolved the application is considered approved. The decision of the Board of Directors is final.

A minimum of five (5) days prior to an appeal, the Owner must submit, in writing, a justification of the appeal that clearly identifies the section of these Procedures and Guidelines and the written instruments of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction*) and any resolutions adopted by the Board of Directors that support their appeal. In the event that the owner asserts prior approval was granted for a

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

modification, the Owner is required to submit to the Board of Directors written correspondence that substantiates the assertion.

All reconsiderations will be reviewed on a case-by-case basis, and the granting of a request for reconsideration with respect to one project does not imply or warrant that a similar request will be granted with respect to any other project. Each case will be reviewed on its own merits and in light of the overall objectives of these design guidelines.

### **E. After Approval**

Approved projects are to be completed within six (6) months from the date of approval. After six months, if the approved modification is not completed, the application must be re-submitted for approval.

### **F. Inspection and Compliance**

The Covenants Committee reserves the right to inspect all approved modifications to verify compliance with the approved application. The Owner will be sent notice in the event of non-compliance.

## **V. General Rules and Regulations**

Rules and regulations of the Association are needed for the protection and benefit of the owners and residents. The rules listed below, as established in the *Declaration and Bylaws*, are not intended to restrict the Owners or to prevent their enjoyment of the common area. Rather, the guidelines have been established to increase everyone's use and enjoyment of the community and are provided to assist the Covenants Committee and Owners. They are not intended to be used exclusively without reference from other written documentation adopted by the community including *the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restrictions*, and any resolutions adopted by the Board of Directors. The Owner is strongly encouraged to always use this document in conjunction with the other written documentation of the Association.

### **A. Leases**

Owners may lease their units, but should recognize that the *Declaration* places some limits on leasing. For example, initial lease terms must be at least twelve (12) months in length. The Owner must notify the Management Agent in writing of the lessee's name and the Owner's address. In conjunction with this, it is the Owners responsibility to provide the lessee with a copy of the rules and regulations and carefully explain the need to abide by those rules. The Owner is responsible for the actions of his/her lessee(s) and may be held accountable by the Association for violations of the rules and/or damage to the common area. Moreover, failure to comply with any of the rules and regulations may result in the Board of Directors requiring the Owner to evict the tenant.

### **B. Pets**

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

As stated in the *Declaration, Article 8, Restrictions on Use of Lots and Common Area, Rules and Regulation, Section 8.2, Restrictions on Use*, only common household pets such as dogs and cats may be kept, provided they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or the neighborhood and are in compliance with applicable Loudoun County ordinances.

Owners and all other persons who are owners and/or custodians of pets shall not allow such pets to run at large within the community. A dog or cat shall be deemed to run at large while roaming, running or self-hunting or when not restrained by a dependable leash and controlled by a responsible person as defined by the Loudoun County Ordinance.

All pets must have the appropriate shots, licenses and tags, as required by Loudoun County Ordinance. The Association has extended permission to the County Animal Warden to enforce all applicable portions of the Loudoun County Ordinance in regard to all animals within the Community.

Pets shall not be chained or leashed within the Community except within the boundary of the Owner's property nor shall they become a nuisance to residents in the Community. Actions, which may constitute a nuisance, include, but are not limited to, barking, crying, scratching, being hygienically offensive or physically threatening. **If a noise problem exists with pets, please contact Loudoun County Animal Warden at 703-777-0406. All complaints to the Association regarding pets must be made in writing.**

**Pet Owners shall be responsible for the immediate cleanup and proper disposal of pet wastes from their pets. Pet Owners shall incur any and all costs for repairing damage to the Association caused by their pets.**

## **C. Residential Use**

The *Declaration* provides that the property shall be used for residential and recreational purposes. The use of the property for home based businesses shall be in accordance with state, county and local requirements and Association guidelines.

## **D. Signage**

Open House signs are permitted to be displayed the day before and the day of the Open House. All other signs except for signs posted by the Association require prior written approval of the Covenants Committee.

Prohibited signs may be taken down at the discretion of the Board of Directors or Management Company.

## **E. Storage of Items**

To preserve the quality and appearance of our community, this guideline prohibits the storage of items in areas of the property that are visible from neighboring homes and sidewalks or streets. All items such as, but not limited to, lawn mowers, lawn maintenance tools, bicycles, boxes, garbage

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

bags and cans, discarded household items and furniture, packing containers, machine or vehicle parts, vehicles, camper shells and miscellaneous other items may not be stored in front or side yards or any other areas visible to neighboring homes.

## **F. Trash and Recycling Containers**

Trash and recycling containers shall not be placed outside for pickup earlier than 5:00 p.m. on the evening before pickup and must be removed from the curb or front yard no later than the evening of the pickup. Trash must be collected and stored in trash receptacles only and not solely in plastic bags. All trash containers must be stored out of view, such as in a garage, trash enclosures or rear yard, at all times other than pickup days.

## **G. Vehicles**

No commercial vehicles, such as but not limited to: moving vans or any vehicle used for moving, trucks, trailers, vans, wreckers, tow trucks, hearses, limousines, taxis, automotive for hire, and buses shall be regularly or habitually parked or parked overnight on the Property.

No recreational vehicles or equipment, such as but not limited to boats, boating equipment, travel trailers, camping vehicles, or camping equipment shall be parked on the property. The Association shall not be required to provide a storage area for these vehicles.

No inoperable, junk, unregistered, unlicensed or un-inspected vehicles shall be kept on the Property. No portion of the Association shall be used for the repair of automobiles.

Allowed vehicles can only be parked on driveways, designated parking areas, or as legally allowable on the street. All other parking, including parking on unpaved surfaces either in the front, sides, or rear of the property is prohibited.

The Association reserves the right to tow any vehicle which is in violation of this policy and to impose monetary sanctions against a resident who is in violation of this policy.

For additional information on parking, please refer to Policy Resolution 08-01 (Vehicular and Parking Resolutions, Appendix G).

**If you think your vehicle has been towed, please contact Loudoun County Sheriff's Department at 703-777-0445. If the Sheriff's Department determines that your vehicle has been towed, obtain all contact information from the Sheriff's Department to call and retrieve your vehicle. "Please refer to the policy resolutions on enforcement of the due process."**

## **H. Items Prohibited**

**THE FOLLOWING ARE PROHIBITED UNDER THE ARCHITECTURAL GUIDELINES OF THE ASSOCIATION:**

1. ANTENNA/SATELLITE DISH LARGER THAN ONE METER (39") See Appendix A / Section A for Satellite Dish guidelines.

2. EXTERIOR CLOTHESLINES

3. WINDOW FANS AND WINDOW AIR CONDITIONERS

## **VI. Enforcement of Rules and Regulations**

### **A. Authority**

The Board of Directors on behalf of the Association gains its authorities from the Articles, Bylaws and Rules & Regulations of the Association and will act in accordance with these documents. Additionally, where necessary to provide clarification to these documents, the Board of Directors gains its authority from policy resolutions.

### **B. Procedures**

The following procedures will be employed by the Covenants Committee and Board of Directors to enforce the Rules and Regulations as set forth in these guidelines as well as in the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restrictions*), and any resolutions adopted by the Board of Directors. **Please refer to the Policy Resolution 01-02 Due Process in Enforcement Cases.**

#### **(1) Compliance with Governing Documentation**

All Owners and residents of the Association shall comply with all of the provisions of the Articles, Bylaws and Rules and Regulations of the Association. Failure to comply with the aforementioned documents shall be grounds for action to recover damages; for injunctive relief; for suspension of voting rights and the use of the recreational facilities; or foreclosure of liens or any other legal or equitable relief deemed appropriate.

#### **(2) Resident Notification**

In the event any Rule or Regulation of the Association is violated, the owner shall be notified of the violation and actions to be taken by the Association, including the assessment of fines, by first class mail or by a hand delivered notice. The notice shall be delivered to the address shown on the Management Agent's books.

#### **(3) Health & Safety Hazards**

In any instance where the violation presents a health or safety hazard, the Management Agent may take immediate action to correct the violation. Such action shall be at the Owner's expense. Notification to the Owner of the action taken and the costs incurred will be by certified mail.

#### **(4) Entrance to Resident Lots**

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

The Association, through its authorized officers, employees and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot and/or construction, erection, placement, remodeling or alteration of any structure thereon is in compliance with the provisions of the guidelines.

**(5) Right to Appeal and Hearing by Board of Directors**

The Owner shall have the right to appeal any decision of the Covenants Committee or violation citation. The request for appeal is made to the Board of Directors and must be submitted in writing and received by the Management Agent within fifteen (15) days of receipt of the violation notice. An appeal may be made if it appears that the following situations occurred:

- a. Proper procedures were not followed during the administration and review process.
- b. The Covenants Committee's decision was arbitrary and had no rational basis.

**(6) Right to Hearing by Board of Directors**

If the decision stands, the Owner is advised that measures will be taken to correct the violation, i.e. legal action, etc. The Owner shall have the right to appeal the Covenants Committee's decision to the Board of Directors. The request for appeal must be submitted in writing and received by the Management Agent within fifteen (15) days of receipt of the Covenants Committee's decision. Items 6a and 6b as listed above also apply. The Board of Directors decision is final and the owner will be advised in writing of the action to be taken to correct the violation

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

## Appendix A: APPLICATION FOR EXTERIOR MODIFICATION

APPLICANT'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS OF PROPOSED CHANGE: \_\_\_\_\_

ALTERNATE MAILING ADDRESS (IF APPLICABLE): \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

FIRST SUBMITTAL: YES \_\_\_\_\_ NO \_\_\_\_\_ RESUBMITTAL: YES \_\_\_\_\_ NO \_\_\_\_\_

### INSTRUCTIONS TO APPLICANT:

1. Consult the Procedures and Guidelines for specific submittal requirements for each proposed change:

2. Submit application form, drawings, and other required documents in duplicate to:

Cascades Park Homeowners Association C/o SFMC, Inc.

9464 Innovation Drive

Manassas, Virginia 20110

OR

Email to [ARApplications@sfmtcinc.com](mailto:ARApplications@sfmtcinc.com)

3. All alterations except paint changes and storm door/windows require a house location survey indicating the location of the propose changes.

Describe Proposed Changes (attach additional sheets if needed):

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Obtain signatures of property owners who will be most affected by the change: (Minimum of two)

NAME	LOT NO.	I acknowledge that I have reviewed this application
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_____	_____	_____
_____	_____	_____
_____	_____	_____

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

(Allow 45 Days for CC approval prior to start date)

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

1. I agree that compliance with Cascades Park Covenants Committee Design Guidelines and approval by the CC does not constitute compliance with local county building and zoning codes, and CC approval shall not be construed as a waiver or modification of any code restriction.
2. I agree that no changes will be started until written approval of the CC has been received by me, and that if changes are made, I will be required to return the property to its former condition at my own expense and pay all legal fees incurred if this application is disapproved.
3. I agree that members of the CC shall be permitted to enter upon my property after prior notification to me and at a reasonable time, for the purpose of inspection the proposed change, the project in progress, and the completed project. Such entry shall not constitute a trespass. 4. I agree that the authority granted to make the proposed changes will be revoked automatically if the changes requested have not commenced within 180 days of the approval date and completed by 180 days thereafter.

HOMEOWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **Appendix B: Elections Policy Resolution**

### **CASCADES PARK I HOMEOWNERS ASSOCIATION, INC. POLICY RESOLUTION No. 2002-2**

#### **ANNUAL MEETINGS AND ELECTIONS**

WHEREAS, Article I, Section 1.3(d) of the Declaration provides that the Board of Directors is responsible for the management and upkeep of the property and the administration of the Association; and

WHEREAS, Article 4, Section 4.1 (4) of the Bylaws states the Board of Directors shall have the power to adopt and amend rules and regulations not inconsistent with the Association Documents; and

WHEREAS, the Board of Directors deems it necessary and desirable to establish comprehensive rules, procedures and guidelines for the conduct of annual meetings and elections of directors to the Board of Directors

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures for annual meetings and for elections of members to the Board of Directors are hereby adopted:

#### **I. NOTICE/QUORUM**

- A. Date of Annual Meeting: The annual meeting will be held on a weekday in the month of September each year at a time and place determined by the Board of Directors. [**Bylaws Section 2.1**]
- B. Notice of Annual Meeting: Written notice of the time, date and place of such meeting shall be sent to each owner entitled to vote at such meeting at least fourteen (14) days and not more than sixty (60) days before the meeting. Such notice shall be sent by mail to the address of such owner in the records of the Association. [**Bylaws Section 2.3(a)**]
- C. Quorum: A quorum shall be deemed present at any annual meeting if at least ten percent (10%) of the members entitled to cast votes are present, in person or by proxy, at the beginning of such meeting. If a meeting may not be held due to a lack of a quorum, the meeting may be adjourned to a date not less than thirty (30) days from the original meeting date and the Secretary shall make reasonable efforts to notice the membership of the new date and time of the adjourned meeting. [**Bylaws Section 2.5**]
- D. Order of Business/Parliamentary Procedure: The order of business at the meeting shall follow Section 2.6 of the Bylaws unless otherwise specified in the notice of the meeting. Roberts Rules of Order, Newly Revised, shall govern the conduct of the meeting when not in conflict with the statute or the Association Documents. The President shall preside over all meetings of the Association. [**Bylaws Section 2.6 and 2.7**]

- E. Voting: Each owner shall have one vote for each Lot he/she owns. Voting may be performed in person or by proxy and will be conducted by voice votes (except for the election of directors which shall be by written ballot) at all Association meetings unless the President or a majority in attendance request otherwise. The Secretary shall be allowed, pursuant to §13.1-849 of the Code of Virginia, to accept or reject votes or proxies if the Secretary has reasonable doubts concerning the validity of the signatures or the authority of the person to act for the member. **[Bylaws Section 3.3(a)]**

## II. DIRECTOR QUALIFICATIONS

- A. To be eligible for election as a director, an individual must be an owner, owner's spouse, an owner's tenant, an officer, trustee, general partner (or officer or partner of the general partner), agent of an owner, or a mortgagee in possession (or a designee of a mortgagee in possession). **[Articles of Incorporation, Section 5.3(a)]**
- B. To be eligible for election or to continue to serve as a director, an individual must not be more than 60 days delinquent in the payment of any financial obligation to the Homeowner's Association at the time of such meeting or election. Payment may, depending upon the proximity of the meeting or election, be required to be in the form of cash or its equivalent in the discretion of the Board. **[Articles of Incorporation, Section 5.3(a)]**
- C. To be eligible for election or to continue to serve as a director, an individual whom has been found by the Board of Directors (after a hearing) to be in violation of the Association Documents, rules or regulations must have cured such violation to the satisfaction of the Board at the time of such meeting or election. **[Articles of Incorporation, Section 5.3(a)]**

## III. NOMINATIONS

- A. Qualified individual may be nominated for election only by a Nominating Petition (EXHIBIT A) submitted to the Secretary (or the management agent as Secretary's designee) at least 25 days before the meeting at which the election is to be held. A call for nominations may be sent out by the Board in advance of the petition deadline. **[Articles of Incorporation, Section 5.3(b)]**
- B. The Nominating Petition (EXHIBIT A) must be signed by three other owners. **[Articles of Incorporation, Section 5.3(b)]**
- C. The Nominating Petition (EXHIBIT A) must be signed by the nominee or accompanied by a document signed by the nominee indicating a willingness to serve as a director, if elected. **[Articles of Incorporation, Section 5.3(b)]**
- D. An individual can be nominated from the floor for each vacancy on the Board which no more than one person has been nominated by petition. In other words, if there are at least two candidates, based on the nominating petitions, for each vacancy, nominations from the floor will not be permitted. **[Articles of Incorporation, Section 5.3(b)]**

- E. An individual nominated from the floor, must be physically present (or indicated in writing previously), that they would be willing to serve as director, if elected. [**Articles of Incorporation, Section 5.3(b)**]

#### **IV. ELECTIONS COMMITTEE**

- A. Membership: The Board shall establish a standing Elections Committee composed of at least one member of the Board of Directors, who shall (unless otherwise determined by the Board of Directors) serve as the chairperson, and at least two other individuals who are not directors. [**Articles of Incorporation, Section 5.3(c)**]
- B. Qualifications: The term of the member of the Board of Directors appointed to the Committee must not be expiring at the subject election. All committee members must be current in all financial obligations to the Homeowner's Association. [**Articles of Incorporation, Section 5.3(c)**]
- C. Term: Appointed by the Board of Directors and it will remain a standing committee with the membership being periodically re-assessed by the Board of Directors. [**Articles of Incorporation, Section 5.3(c)**]
- D. Purpose: Develop and administer election procedures as are approved by the Board of Directors for election of directors and to serve as Inspectors of Election for the purposes of tabulating the ballots with the assistance of management. [**Articles of Incorporation, Section 5.3(c)**]

#### **V. ELECTION OF DIRECTORS**

- A. Qualifications. An individual seeking to run for a vacant position on the Board of Directors must meet the qualifications and nominating criteria as defined in Paragraphs I and II respectively of this policy.
- B. Term of Office:
  - 1. Individuals elected to fill a vacant seat on the Board of Directors shall serve a maximum of three years. [**Articles of Incorporation, Section 5.2(b)**]
  - 2. Individuals elected to fill an un-expired term due to the resignation or replacement of a director shall serve until a successor shall be elected at the next annual meeting of the Association. [**Articles of Incorporation, Section 5.2(b) & 5.6**]
  - 3. In the event multiple directors are elected simultaneously, the individual with the largest number of votes shall be elected for the longest term. [**Articles of Incorporation, Section 5.2(b)**]

4. Directors shall be elected for staggered terms such that no more than two directors are elected at any given time, unless elected to fill a vacancy. [**Articles of Incorporation, Section 5.2(b) & 5.6**]
5. Except for death, resignation, or removal, the directors shall hold office until their successors has been properly elected. [**Articles of Incorporation, Section 5.2(b) & 5.6**]
- C. Vacancies: Vacancies on the Board of Directors caused by any reason other than the removal of a Director by owners shall be filled by majority vote of the remaining members of the Board of Directors at a meeting called specifically for the purpose of filling the vacancy. The term of office of the appointed director shall be until the next annual meeting or special meeting specifically called to elect members to the board of directors. And any director so elected shall serve the balance of the term of the Board position he or she is filling. [**Articles of Incorporation, Section 5.6**]
- D. Vacancies Due to Owner Action. Vacancies caused by the removal of a board member by the owners pursuant to Article 5, Section 5.5 of the Articles of Incorporation shall be filled by majority vote of qualified owners at a meeting called specifically for the purpose of filling the vacancy. The term of office of the newly elected shall serve the remainder of the term of the director being replaced. [**Articles of Incorporation, Section 5.6**]
- E. Voting: Any individual who has satisfied all financial obligations to the Homeowner's Association as of the time of such meeting or election is eligible to cast a vote for election of members to the Board of Directors. Voting shall be by written ballot. No cumulative voting is allowed. [**Bylaws Section 3.3(d)**]
- F. Proxies (EXHIBIT B). All proxies must be received by the Secretary of the Homeowner's Association by the start of the meeting specifically called for the election of directors. No one other than declarant, managing agent, mortgagee or officer may submit more than five proxies on behalf of other Owners. The managing agent may only cast instructed proxies whereby the owner instructs the managing agent how he or she wishes the managing agent to vote. Uninstructed proxies, or the instructions provided therewith, must contain an explanation that an uninstructed proxy allows the proxy-holder to vote as he or she deems appropriate. All proxies must be in writing, dated and signed by the Owner granting the proxy. [**Bylaws Section 3.4**]
- G. Record Date: The Record Date for determining which persons are owners and are entitled to vote shall be 15 days before effective date of notice of the meeting. As notice of the annual meeting must go out at least 14 days, and not more than 60 days, prior to the meeting, the Record Date shall be 15 days prior to the date the meeting notice is sent. [**Bylaws Section 2.8**]
- H. At least 10 days before the meeting, the Secretary shall make a complete list of owners, including addresses, and the list shall be available for review before and during the meeting. This list must be current as of the Record Date. [**Bylaws Section 2.8**]

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

- I. Should any provisions set forth in this Resolution conflict with the terms of the Declaration, Articles of Incorporation or Bylaws the terms of said documents shall govern.

CASCADES PARK HOMEOWNERS ASSOCIATION

BY: Signature on file  
Keith B. Shoates, President

Attest:

I hereby certify that a copy of the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors for the Cascades Park Homeowners Association, Inc. on, April 9, 2002.

BY: Signature on file  
Timothy T. Shermer, Secretary

This Resolution becomes effective immediately upon adoption.

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

## Appendix B1: Nominating Petition for Elections

I am willing to serve on the Cascades Park Homeowners Association Board of Directors. Please consider me for a vacant position on the Board. I have obtained the signatures of three (3) PPI homeowners in support of my nomination (See below).

Full Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_  
Nominee Signature (Required)

\_\_\_\_\_  
Date

Qualifications: (*Pertinent Biographical Information*)

\_\_\_\_\_

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

I hereby support the nomination of the above listed homeowner for a position on the Board of Directors of the Cascades Park Homeowners Association.

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_  
Signature (Required) Date

\_\_\_\_\_

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_  
Signature (Required) Date

\_\_\_\_\_

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_  
Signature (Required) Date

Note: The nominee should retain a copy for your records, and forward the original to the Assistant Secretary of the Homeowner's Association and the Property Management Company in accordance with this policy.

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

## Appendix B2: Proxy Form for Elections

### PROXY FORM FOR ANNUAL MEETING (PLEASE PRINT LEGIBLY)

Date: \_\_\_\_\_ (required)

(I) (WE) \_\_\_\_\_ as the owner(s) of the referenced property in Cascades Park and pursuant to the provisions of section 3.4 of the Bylaws, hereby grant (MY) (OUR) proxy to (\*\*): \_\_\_\_\_ for the sole purposes of establishing quorum and of casting (my) (our) vote(s), as set forth below, at the annual meeting on September 11, 2006 or any subsequent meeting called due to a failure to obtain a quorum at this meeting. (\*\*) If no name is included, the proxy will automatically be granted to the Property Management Company and counter for quorum purposes only. Please check the appropriate box:

#### UNINSTRUCTED

The person named in this proxy may cast (my) (our) votes for any candidate for the BoD he or she chooses using his or her discretion.

#### INSTRUCTED

The person named in this proxy must cast (my) (our) votes for the following candidates for the BoD:

\_\_\_\_\_  \_\_\_\_\_

The person named in this proxy may  may not  cast (my) (our) votes on any other matter that may arise at the meeting as he or she sees fit.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

Note: An original of this proxy must be sent to SFMC or hand carried by your proxy holder in accordance with this policy. The owner should retain a copy for their records

## **Appendix C: Collections Policy Resolution**

### **PEACE PLANTATION I HOMEOWNERS ASSOCIATION**

#### **POLICY RESOLUTION NO. 07-01**

##### **(Policy Concerning the Collection of Assessments)**

WHEREAS, Article 6 of the Association’s Declaration and Article 4 of the Association’s Bylaws empowers the Board of Directors of the Association to establish and collect assessments from the Association’s Owners (“members”) in order to cover the costs of the maintenance of the common elements and other common expenses of the Association; and

WHEREAS, the Board believes that it is in the best interest of the Association to establish and clarify the policy it will administer and enforce in connection with the establishment and collection of assessments; and

NOW, THEREFORE, be it resolved that the Board of Directors does hereby adopt the following policy:

1. Budget Adoption/Notice: The Board of Directors shall establish the annual assessment at the time it approves the Operating Budget for the fiscal year. The Association will notify the members of the annual assessment by first class mail, mailed to the address appearing on the books of the Association. Off-site owners shall be responsible for notifying the Association’s management company of any alternate address they want the Association to use for notices from the Association.
2. Due Dates: Members may pay the annual assessment in twelve (12) equal monthly installments, due on the first day of each month. The Board may, prior to the beginning of any annual assessment period, change the installment payments to an annual, semi-annual or quarterly payments. Members may make arrangements with the Association’s management company to pay the assessments through a direct debit program.
3. Late Payments: If members choose not to pay the assessments through the direct debit program, they must ensure that the Association’s management company receives payment on or before the tenth (10<sup>th</sup>) day of each month. If not, the Association shall consider the account “late.” If an account becomes “late,” the Board shall impose a late charge of fifteen dollars (\$15.00) on the account, and management will send a reminder notice to the member. If the member fails to pay the installment and any accrued late charges by the thirtieth (30<sup>th</sup>) day after the due date, the Association will send a late notice by certified mail, return receipt requested, to the member and will add the cost of postage to the account balance. This late notice may include a statement that:
  - if the balance is not received by the due date of the next installment payment, the

member's account will be accelerated and all installments for the remainder of the fiscal year will be due; and

- the account will be referred to the Association's counsel, at which time additional charges will be added to the account.
  - if the balance is not received, the member's voting privileges or recreational facilities pass may be suspended.
4. Acceleration: If the member fails to pay two (2) consecutive installments and any accrued late charges, the account will automatically be accelerated through the fiscal year.
  5. Referral to Legal Counsel for Collection: If a balance remains outstanding for ninety (90) days from the initial date of default, the account shall be sent to the Association's counsel for collection. The Board may, in its discretion, authorize legal action in other circumstances where the facts warrant such action (e.g., repeat debtors).
  6. Legal Action: Counsel for the Association shall be authorized to use all legal means available to recover the outstanding dues, including, but not limited to, the following:
    - Filing liens against the delinquent member's lot which will prevent the member from selling or refinancing without satisfying the lien;
    - Filing civil lawsuits against the owners to collect all delinquent sums and garnishing wages, bank accounts and personal property of delinquent members to satisfy any judgments against such members;
    - Foreclosure sale of a delinquent member's lot to satisfy Association liens (if approved by the Board);
    - Counsel for the Association shall add all legal fees and court costs to the account of the delinquent member.
  7. Return Check Charge: If a member submits a check to the Association which fails to clear the member's account, the Association shall add a \$25.00 charge to the account. Repeated instances of "bad check" submittals by members may result in the Association requiring that all future payments be in cash or its equivalent.
  8. Interest: The Association shall claim interest on all principal sums due at a rate of 9% per annum from the due date until paid.
  9. Application of Payments: For bookkeeping purposes, the Association shall apply payments received from delinquent members in the following order:
    - a. Any legal fees or costs of collection;

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

- b. Late charges and interest;
  - c. All other incidental charges or fees for collection incurred by Association;
  - d. Any and all special assessments; and
  - e. The annual assessments.
10. Suspension of Membership Rights: If a member's account becomes more than sixty (60) days past due, the Association may suspend all of the member's rights and privileges, including, but not limited to, the right to use of recreational facilities or other common areas, the right to vote, and the right to serve on the Board or any committee. The suspension shall remain in effect until the member pays all amounts due. If any member wants to contest a suspension or explain any matter relative to an account, s/he may request a hearing with the Board of Directors in writing.
11. Lien Filing Standing Authorization: In order to expedite the prompt processing and filing of lien memoranda and lawsuits, the law firm of Rees Broome, PC, and/or Peter S. Philbin is hereby given power of attorney by the principal officer of the Board of Directors for the sole purpose of signing lien memoranda and lawsuits on behalf of the Association.

This Resolution supersedes all previously adopted Resolutions governing the collection of routine and delinquent accounts.

I hereby certify that the Board of Directors adopted this Policy Resolution on July 9, 2007.

Signature on file  
Keith Shoates, President

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

### RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held July 9, 2007.

Motion by: Keith B. Shoates

Seconded by: Judy Cassino

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>Keith B. Shoates</u> Director <u>X</u>	_____	_____	_____	_____
<u>Kelly Glessner</u> Director <u>X</u>	_____	_____	_____	_____
<u>Kevin Weltens</u> Director <u>X</u>	_____	_____	_____	_____
<u>Judy Cassino</u> Director <u>X</u>	_____	_____	_____	_____
<u>Laura Monahan</u> Director <u>X</u>	_____	_____	_____	_____

ATTEST:

Laura Monahan Secretary

July 9, 2007 Date

Resolution effective: August 1, 2007.

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

## **FOR ASSOCIATION RECORDS**

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of the Peace Plantation I Homeowners Association on this 11th day of July, 2007.

*Signature on file*

George Ellis, Property Manager

## **Appendix D: Due Process and Enforcement Policy Resolution**

### **PEACE PLANTATION I HOMEOWNERS ASSOCIATION T/A CASCADES PARK**

#### **POLICY RESOLUTION NO. 01-2024**

(Due Process Procedures for Covenants and Rules Enforcement)

**WHEREAS**, Article 1, Section 1.3(d) of the Declaration for Peace Plantation I provides that the Board of Directors shall have all of the powers necessary for the administration of the affairs of Peace Plantation I Homeowners Association t/a Cascades Park (“Association”); and

**WHEREAS**, Article 8, Section 8.3 of the Declaration states the Board of Directors shall have the power to adopt, amend, and repeal rules and regulations; and

**WHEREAS**, Article 12, Section 12.1(h) of the Declaration provides the Board of Directors or Covenants Committee with the power to impose charges and to suspend the right to vote in the Association and the right to use Common Area (other than for access or utilities) or other rights in the case of an Owner found to be responsible for a violation of the Association Documents or the Rules and Regulations; and

**WHEREAS**, Article 12, Section 12.1(h) of the Declaration provides the Board of Directors or Covenants Committee with the power to suspend the right of an Owner or other occupant, and the right of such Person's household members, tenants, guests or invitees to use the Recreational Facilities (if any) or other Common Area (other than for access or utilities) for a reasonable period not to exceed sixty days, for any violation of any provision of any of the Association Documents or the Rules and Regulations or for any period during which any Assessment against an Owner’s Lot remains unpaid; and

**WHEREAS**, Article 12, Section 12.1(h) of the Declaration states that before any such charges or suspension may be imposed, the Person charged with such a violation shall be given notice and an opportunity for a hearing as set forth in Section 12.1 (i); provided, however, that voting rights and the right to use the Recreational Facilities (to the extent not prohibited by the Virginia Property Owners’ Association Act (“Act”) or other law) may be suspended due to non-payment of Assessments without giving the Person charged with the violation notice and an opportunity for a hearing; and

**WHEREAS**, Article 12, Section 12.1(i) of the Declaration sets forth certain due process requirements that shall govern the issuance of citations and conduct of hearings before the Board of Directors or Covenants Committee; and

**WHEREAS**, Article 12, Section 12.1(h) of the Declaration states that charges may not exceed Fifty Dollars for each violation or Ten Dollars per day for each violation of a continuing nature or such greater amount as may be permitted by law; and

**WHEREAS**, Article 12, Section 12.1(h) of the Declaration provides that charges are Individual Assessments and shall be collectible as such and shall also constitute a lien against a Lot in accordance with Section 12.2; and

**WHEREAS**, Article 12, Section 12.1(h) of the Declaration states that the imposition of a charge does not preclude the liability of an Owner for reimbursement to the Association of costs incurred by the Association; and

**WHEREAS**, Article 12, Section 12.1(h) of the Declaration states that the Board of Directors or Covenants Committee may determine to take certain other actions, including, without limitation, towing vehicles or performing Upkeep on a Lot pursuant to Sections 6.2 and 7.2 without providing a hearing; and

**WHEREAS**, Section 55.1-1819 of the Act sets forth certain remedies and due process requirements as related to enforcement of the terms of the Governing Documents against Owners; and

**WHEREAS**, the Board has determined that it is in the best interests of the Association to adopt procedures to encourage compliance with the Governing Documents for the Association.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board hereby adopts the following due process procedures (“Resolution”).

## **I. PROCEDURES**

### **A. Alleged Violation.**

1. Members of the Board, Covenants Committee, Managing Agent, or other persons authorized by the Board may perform periodic inspections of the Property to determine whether violations of the Rules and Regulations or Association Documents exists and may investigate alleged violations based on written complaints.
2. Complaints from residents must be submitted in writing to the managing agent; anonymous complaints will not be acted upon or investigated. If possible, complaints should identify the specific provisions in the Association Documents or Rules and Regulations that allegedly have been violated. Complaints should also specify the date, time, place, and person(s) involved so the Board, managing agent or other person authorized by the Board can determine if there are reasonable grounds to believe that a violation occurred or is occurring.
3. Violations related to nonpayment of assessments may be raised by the management agent, Board, or authorized committee of the Board.

**B. Preliminary Investigation.** Upon notification of an alleged violation, the Managing Agent shall make a preliminary investigation to determine if there are reasonable grounds to believe that a violation has or is occurring.

**C. Informal Resolution.** Before instituting formal due process procedures, the Managing Agent may attempt to resolve the matter informally.

## **II. DUE PROCESS**

A. Notice of Violation. Upon direction from the Board or in the discretion of the Managing Agent, if there are sufficient grounds to believe that a violation has occurred, the Managing Agent shall provide a written notice and opportunity to cure (“Notice of Violation”) to the offending Owner at the address on record with the Association. The Notice of Violation also may be provided to the tenant, if applicable at the discretion of the Board, but the Owner bears the primary obligation to notify the tenant and resolve the alleged violation. The Notice of Violation shall specify the nature of the alleged violation and the related provision(s) of the Governing Documents that are alleged to have been violated. The Notice of Violation shall provide a reasonable time to cure the alleged violation, which may vary depending on the nature of the violation. If the alleged violation constitutes a health, safety or other hazard, the period for correction shall be appropriate to the level of the potential threat and shall not obstruct the Board or Managing Agent from taking emergency steps to mitigate danger or loss to person or property. The Notice of Violation may be combined with the Notice of Hearing referenced in subparagraph B below.

B. Notice of Hearing. If the violation is not cured within the time period provided and the Board desires to proceed to a hearing on the matter, a Notice of Hearing shall be issued in writing to the Member. The Notice of Hearing must:

1. Be provided to the Owner at least 14 days prior to the hearing date;
2. Be sent by hand delivery or registered or certified mail, return receipt requested, to the Owner at the address on record with the Association;
3. Identify the remedial actions (see subparagraph F below) that the Association may take against the Owner to encourage compliance; and
4. Notify the Owner of the date, place and time of the hearing and that the Owner may attend and be represented by counsel.

C. Hearing. Hearings shall be held before the Board, which may be held either in person or electronically, and shall be held either in open session or executive session, at the Board’s discretion. If the Owner is not present, the hearing shall proceed in the Owner’s absence. If the Owner is present, the Board shall present the Owner with the facts related to the alleged violation and the Owner shall have a reasonable amount of time to be heard, to present information which bears on the alleged violation, and to present and cross-examine witnesses. The hearing need not be conducted according to the technical rules of evidence applied in a court of law. Following the hearing, the Board shall meet in executive session to determine whether satisfactory proof of the alleged violation was presented, and if so, whether remedial action should be taken. Once a decision is made, the Board shall reconvene in open session to announce its decision.

D. Notice of Hearing Results. After the hearing, the Managing Agent shall provide Notice of Hearing Results to the Owner. Notice of Hearing Results must:

1. Be provided to the Owner not more than 7 days following the hearing date;
2. Be sent by hand delivery or mailed by registered or certified mail, return receipt requested, to the Owner at the address on record with the Association; and

3. Identify the decision and/or remedial action that the Board determined to take at the hearing.

E. Remedial Actions. In accordance with the authority established in the Association Governing Documents and the Act, remedial action includes, without limitation, the power to:

1. Impose monetary charges for any violation of the Association Documents or Rules and Regulations. For violations of a non-continuing nature, such charges shall not exceed \$50.00 per violation. If the violation is of a continuing nature, such charges shall not exceed \$10.00 per day for a period not to exceed 90 days. An offense of a continuing nature is defined as a violation which, by its nature, remains a violation continuously for more than twenty-four (24) hours unless corrected.
2. Suspend a Person's right to vote in the Association or other rights for a period not to exceed 60 days for any violation of the Association Documents or Rules and Regulations.
3. Suspend the right of an Owner or other occupant, and the right of such Person's household members, tenants, guests or invitees to use the Recreational Facilities (if any) or other Common Area (other than for access or utilities) for a reasonable period not to exceed sixty days, for any violation of any provision of any of the Association Documents or the Rules and Regulations or for any period during which any Assessment against an Owner's Lot remains unpaid.
4. Exercise self-help to abate or remove violations and assess the costs of such action against the Owner and the Owner's Lot.
5. File suit for injunctive relief.
6. Exercise any remedy or combination of remedies afforded to the Association under the Association Governing Documents, or otherwise available at law or in equity.

### III. MISCELLANEOUS

A. Interpretation. This Resolution shall not be interpreted to require a hearing prior to imposing any remedial actions if a hearing is not requested, nor shall it be interpreted to prevent the Association from exercising any other remedies authorized or available under the Act, the Governing Documents or this Resolution.

B. Covenants Committee. For the purposes of this Resolution, the Covenants Committee may be appointed to assume the responsibilities of the Board to carry out the provisions of this Resolution. A decision made by the Covenants Committee may be appealed to the Board if written request for an appeal is received within 10 days of the decision made by the Covenants Committee.

C. Towing and Lot Upkeep. In accordance with the Declaration, in the event that towing and/or Lot upkeep actions are necessary, a hearing need not be held.

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

D. Repeat Offenders. If an Owner is alleged to have repeated the same violation in the same calendar year, the Association, at its discretion, may forego the Notice of Violation and instead issue a Notice of Hearing to the Owner.

E. Failure/Refusal to Accept Delivery of Notices. An Owner's failure or refusal to accept delivery of any Association notice shall not defeat notice requirements.

F. Substantial Compliance. An omission or failure to conduct any enforcement process in exact conformity with this Resolution shall not invalidate the results of such process, so long as the Board has complied substantially with the procedures set forth in this Resolution.

G. Waiver. The failure of the Association to enforce a provision of this Resolution or the Governing Documents on any occasion is not a waiver of the right to enforce the provision on any other occasion.

H. Election of Remedies. This Resolution shall not be deemed to prevent the exercise of any other enforcement remedies authorized or available by law now or in the future or set forth in the Governing Documents and shall not constitute an election of remedies.

I. Legal Action. If legal action is initiated to enforce any provision of the Governing Documents, the prevailing party shall be entitled to recover the cost of the proceeding and such reasonable attorneys' fee as determined by the Court.

This Resolution shall become effective on April 8, 2024.

**PEACE PLANTATION I HOMEOWNERS  
ASSOCIATION T/A CASCADES PARK**

*Signature on file* \_\_\_\_\_

Aaron Glascock, President

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

**PEACE PLANTATION I HOMEOWNERS ASSOCIATION T/A CASCADES PARK**

**POLICY RESOLUTION NO. 01-2024**

**RESOLUTIONS ACTION RECORD**

Duly adopted at a meeting of the Board of Directors held April 8, 2024.

Motion by: Kevin Weltens Seconded by: Aaron Glascock

<b>VOTE:</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<u>Aaron Glascock</u> President	<u>X</u>	___	___	___
<u>Kevin Weltens</u> Vice President	<u>X</u>	___	___	___
<u>Purvi Patki</u> Secretary	<u>X</u>	___	___	___
<u>Heidi Lathrop</u> Treasurer	<u>X</u>	___	___	___
<u>Ann Mejia</u> Director	<u>X</u>	___	___	___

**ATTEST:**

Signature on file  
Secretary

April 8, 2024  
Date

Resolution effective April 8, 2024.

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

**FOR ASSOCIATION RECORDS**

I hereby certify that a copy of the foregoing Policy Resolution was distributed or published to the owners of the Association on this 8th day of April, 2024.

*Signature on file*

\_\_\_\_\_

Jody Lee, Managing Agent

\_\_\_\_\_

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All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

## **APPENDIX E: Use of Community Center Policy Resolution**

**CASCADES PARK (formerly PEACE PLANTATION I)  
HOMEOWNERS ASSOCIATION, INC.  
POLICY RESOLUTION NO. 02-06  
USE OF COMMON AREAS: COMMUNITY CENTER  
relating to Rules and Regulations  
for usage of the Community Center**

WHEREAS, Article I, Section 1.3(d) of the Declaration provides that the Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association.

WHEREAS, Article VIII, Section 8.3 of the Declaration states the Board of Directors shall have the power to adopt, amend, and repeal rules and regulations...

WHEREAS, the Board of Directors deems it necessary and desirable to establish comprehensive rules, procedures and guidelines for the conduct of elections for membership on the Board of Directors

NOW, THEREFORE, BE IT RESOLVED THAT the following Rules and Regulations for use of the Community Center be adopted:

**I. RIGHT TO USE THE COMMUNITY CENTER**

- A. The Community Center may be reserved for the use of Association residents, their guests and invites, for the Board of Directors, Association Committees, for Association sponsored programs and activities, and for other groups which are “sanctioned” by the Board of Directors, whether on a standing or ad hoc basis, to participate in the governance or business affairs of the Association, to provide social, recreational and cultural opportunities for the residents of the Community or to otherwise promote the welfare of the Association members. A “sanctioned” group shall be any group, which has been formally recognized by the Board of Directors through a duly adopted Board resolution or by formal recognition documented in meeting minutes of the Board.
- B. To be eligible for such privilege a resident reserving the facility must be current in the payment of assessment and must have no other outstanding violations of Association rules and regulation, including Design Guidelines. A resident who reserves the Center for private use must be in attendance at all times during the private use of the Center. A resident may not reserve use of the Center on behalf of a non-resident.
- C. Reservations will be made on a first-come, first-serve basis only. Priority shall be given to Association and Association-sponsored or -sanctioned activities. The Board of Directors reserves the right to establish further priorities for use of the Center and to restrict private uses of the Center when, in the Board’s opinion, a private use is not in the best interest of the Association.

## II. HOURS OF AVAILABILITY

- A. The Center may be reserved between the hours of **10 AM and 10 PM, on a weekend day (Saturday or Sunday), one rental per day only**. The permitted hours of use may be changed by the Board of Directors from time-to-time at the Board's discretion. Residents must submit a written request to the Board of Directors for approval. Hours requested will be inclusive of set-up and clean-up time.

## III. RESERVATION PROCEDURES

- A. Reservations must be made for all uses of the Center, including Association-sanctioned activities. The Association's designee, as appropriate, shall review all requests for reserved use of the Center and shall maintain a calendar of all reserved uses.
- B. Reservations for private use of the Center may be made no more than six (6) months in advance and no less than thirty (30) days in advance. *Special conditions may arise and will be considered only in extreme cases.*
- C. Reservations for private use of the Center shall not be *effective* until the execution of a Community Center Rental Permit and the payment of the required security deposit. Without a completed form and deposit by the interested party, all dates will stay available to others.
- D. A Community Center Rental Permit must be completed for all reserved uses of the Center. However, the Board may waive this requirement for reserved use of the Center by the standing committees authorized by the Board, when such groups meet on a regularly scheduled basis.
- E. All Community Center Rental Permits shall be reviewed and approved by the Board of Directors or authorized agent, which reserves sole discretion to deny the reserved use if such use is deemed to put the Center or its property at unusual risk, or if such use of the Center is deemed to the contrary to the best interests of the Association. In the case of a denial, any security deposit or rental fee paid shall be refunded within ten (10) working days following the Board's action.

## IV. SECURITY DEPOSITS AND RENTAL FEES

- A. A refundable security deposit shall be required for all reserved uses of the Community Center, except for meetings of the Board, Architectural Review Committee, and standing committees authorized by the Board of Directors. The Board of Directors may waive the requirement for a security deposit in the case of the other Association-sanctioned activities, which waiver may be in writing in the form of a Board of Directors resolution or documented in the recorded amenities of the Board of Directors meeting. The amount of the security deposit and key deposit shall be established by the Board of Directors and from time to time, may be amended by a duly adopted Resolution. **The security deposit for the usage of the Community Center shall be Two hundred fifty dollars (\$250.00).**

- B. The security deposit is due at the time of reservation of the Community Center and will be refunded within fifteen (15) working days following the reserved use of the Center, less any amount retained for additional cleaning costs incurred by the Association or damages sustained to the Center as a result of the reserved use. If such additional cleaning costs or damages exceed the amount of the security deposit, the resident who reserved the Center will be billed for the additional amount. If such amount is not paid within fifteen (15) days of the date of an invoice for payment, no further reservations for use of the Center will be accepted until payment is made in full. Further, the Board, at its discretion, may take prompt legal action or any remedy available to collect the payment, and furthermore, may suspend the right of the resident and members of the resident's household to use the Association's recreation amenities until payment is made.
- C. There will be a rental fee of \$25.00 per hour charged for all uses of the Community Center with a four-hour minimum charge.

The use of the Community Center will be limited to activities sponsored by the Association or by members in good standings with the Association. Non-members of the Association will not be permitted to reserve the Community Center. Tenants of non-resident owners may use the Community Center provided that the non-resident owner's signature is included on the Community Center Rental Permit.

- D. The security deposit must be paid by check, endorsed to "Peace Plantation I Homeowners Association" at the time of reservation of the Center and must be accompanied by a completed Community Center Rental Permit.
- E. Any applicable rental fee must be paid a minimum of seven (7) days prior to the scheduled activity.
- F. Reservations may be canceled without penalty a minimum of fifteen (15) days prior to the scheduled activity, in which event the full amount of the security deposit and any rental fee shall be refunded in full. In the event the cancellation is not received within fifteen (15) days prior to the scheduled activity, a penalty of \$25.00 dollars will be charged.

V. GENERAL CONDITIONS OF USE

- A. Except where such fees are incidental to Association-sanctioned activities and/or where advance written permission has been granted in advance by the Board, no admission fees nor any fund transfers which might be construed as admission fees whatsoever shall be collected for use of the Center by the permit holder. \_\_\_\_\_ (initial)
- B. **ALCOHOLIC BEVERAGES ARE PROHIBITED IN OR AROUND THE FACILITY.** \_\_\_\_\_ (initial)
- C. Use and occupancy of the Center shall at all times comply with applicable County Fire Safety Code.

- D. Any activity to be attended by persons under eighteen (18) years of age shall be chaperoned. All chaperons shall be twenty-one (21) years of age or older, and there shall be one (1) chaperon for each five (5) persons under the age of eighteen (18) present within the Center at all times of reserved use.
- E. All Association furniture and equipment shall be returned to their proper location following each reserved use and under no circumstances shall furnishings or other equipment belonging to the Association be removed from the Center.

**Absolutely no objects such as nails, tacks, adhesive tape, candles, or substances, which cause permanent damage, shall be placed on the walls or window surfaces.** Under no circumstances shall any group make any structural or electrical alterations to the Center, except by advance written permission of the Board of Directors or Acting Agent.

- F. Paints, acids, and all other supplies and materials, which present a clear damage potential, are prohibited from the Center during times of reserved use.
- G. The permit holder is responsible for leaving the Center in a clean and orderly state with all furniture neatly arranged, all personal belongings, such as decorations, food, cooking utensils, etc., removed from the Center and all trash placed in containers or plastic trash bags and deposited in the appropriate receptacles located outside the Community Center.
- H. All lights shall be turned off at the end of each reserved use and the thermostat(s) shall be adjusted up or down according to the season.
- I. A thorough inspection of the building shall be made by the permit holder at the end of each reserved use, including inspections of the bathrooms. All exterior doors and windows shall be securely locked and latched.
- J. The permit holder must be present at all times during the scheduled activity, in the case of a private reserved use and is responsible for the conduct of guests and invitee(s).
- K. **SMOKING IS NOT PERMITTED INSIDE THE CENTER.** \_\_\_\_\_ (initial)

- L. At no time during the use of the Community Center will the permit holder or their guests be permitted or allowed on the concrete pool deck.

VI. PRE-USE AND POST-USE INSPECTIONS

- A. For all reserved use of the Center, except use by the Board of Directors, duly constituted Association committees and designated Association-sanctioned activities, there will be a pre-use inspection of the Center by the permit holder and a designated representative of the Association. During the inspection, all defects within the Community Center space will be noted on an inspection form.

- B. Following the reserved use of the Center, a post-use inspection of the Center will be conducted by a designated representative of the Association to determine if any new damage has been sustained by the Center as a result of the permit holder's function. The judgment of the Association's representative in all such decisions is final, not excluding an appeal process to the Board of Directors.
- C. The representatives of the Association who are authorized to conduct pre-use and post- use inspections shall include the Association's Managing Agent, Board of Directors, or any other designee appointed by the Board of Directors to perform such inspection.

VII. LIABILITY

- A. The Association, its Directors and Officers, Managing Agents, appointed Designee and Employees assume no responsibility for the personal property of anyone using the Center during times of reserved use. The permit holder will remove all such property from the premises at the conclusion of the reserved use unless prior arrangements have been made.
- B. The permit holder and all users of the Center during a time of reserved use will be responsible for adherence to the Association's Declaration of Covenants, Articles of Incorporation and Bylaws, including all amendments thereto, the Rules and Regulations of the Association and all specifications of the rental permit.
- C. It is understood that the permit holder agrees to indemnify the Association, its Directors and Officers, Managing Agents, appointed Designee and Employees, and save them harmless from and against any all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property occurring in or about the premises and upon the adjoining sidewalks, streets or ways which may arise from the Association's ownership of the premises, from any action or omission of the permit holder, its agents, employees, invitee(s) or licensees, or from any cause whatsoever.
- D. Should any provisions set forth in this Resolution conflict with the terms of the Declaration, the terms of the Declaration shall govern.

CASCADES PARK HOMEOWNERS ASSOCIATION

By: Signature on file  
Keith B. Shoates, President

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

Attest:

I hereby certify that a copy of the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors for the Cascades Park Homeowners Association, Inc. on 21 day of February 2006.

By: Signature on file  
Kevin Weltens, Secretary

This Resolution becomes effective immediately upon adoption.

## EXHIBIT A

### CASCADES PARK HOMEOWNERS ASSOCIATION, INC. Community Center Use

**Initials** \_\_\_\_\_

The Cascades Park Community Center may be reserved by eligible individuals and organizations at any time the Center is not previously scheduled.

Under no circumstances will chairs, tables or other furniture or equipment be removed from the premises or moved outside the building.

**SMOKING IS NOT PERMITTED INSIDE THE CLUBHOUSE.** \_\_\_\_ (initial)

No admission fees may be charged for an event without advance written approval from the Board of Directors.

**ALCOHOLIC BEVERAGES ARE NOT PERMITTED IN OR AROUND THE CLUBHOUSE.** \_\_\_\_ (initial)

Use and occupancy of the Community Center shall at all times be in compliance with the applicable County Fire Code. Nails, screws or adhesive tape are not permitted for hanging decorations. Under no circumstances will any group make any structural or electrical alterations in the Community Center except by written permission of the Association.

The Association, its Board of Directors and Officers, Managing Agent, appointed Designees and Employees assume no responsibility for the personal property of the permit holder and/or guest(s). The permit holder will remove all such property immediately following the termination of the time for which the facilities were reserved unless prior arrangements are made with the Association.

The times indicated on the permit as to the duration of the reservation are firm and are INCLUSIVE of set-up and clean-up. The group should be ready to leave the building with equipment and clean-up done by the noted time.

Events for minors (as defined by State Law) requires adequate adult supervision. Chaperons are required at a ratio of one adult for every five (5) minors. Names, addresses, and telephone numbers of chaperons will be furnished to the Association when the permit is filed.

The Association reserves the right to refuse or cancel permits for reasonable cause and further, to restrict private uses of the Community Center when, in the Board's opinion, private use is not in the best interest of the Association.

It is understood that the Association guarantees the permit holder space. The Association will issue such cancellation notice as far in advance as possible, but reserves the right to make cancellation at any time in the case of extreme necessity (including acts of God) and the permit holder agrees that the Association, it's Board of Directors and Officers, Managing Agents,

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

appointed Designees and Employees shall not be liable for any loss resulting to the permit holder from such cancellation.

If any of the specifics regarding this permit are altered in any way from the original statement of intent by the permit holder as shown on the permit, it is the responsibility of the permit holder to submit any change to the Association at least five (5) days in advance of the scheduled event. Any alterations must have the approval of the Association. In the event the permit holder gives no notice or no clearance is received from the Association when the modifications have been made, the permit holder will be held responsible.

All groups will be billed for any damages and clean-up incurred and further reservations will not be accepted until payment is rendered.

**THIS PERMIT IS NOT TRANSFERRABLE**

The permit holder agrees to comply with all applicable federal, state and local laws and with all of the above state rules and resolutions.

\_\_\_\_\_  
Signature of Permit Holder

\_\_\_\_\_  
Date

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

**EXHIBIT B**

**CASCADES PARK HOMEOWNERS ASSOCIATION, INC. COMMUNITY CENTER  
RENTAL PERMIT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/ Cell Phone: \_\_\_\_\_

Representing: \_\_\_\_\_

Date Reserved: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Type of Activity: \_\_\_\_\_

Number of Persons Attending: \_\_\_\_\_

The permit holder will comply with the rules and regulations regarding the use of the use of the Cascades Park Homeowners Association, Inc. Community Center which are attached to this permit, and the provisions of Policy Resolution Use of Common Areas: Community Center. It is understood that the Cascades Park Homeowners Association, its Board of Directors and Officers, Managing Agents, appointed Designees and Employees shall not be liable for injury to persons or property occurring in, on or about the premises from any cause whatsoever. The permit holder will indemnify the Peace Plantation Homeowners Association and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with injury to persons or property arising from or out of the use or occupancy of the permit holder for the premises or occasioned wholly or in part by any act or omission of the permit holder, its agents, employees, invitee(s) or licensees.

\_\_\_\_\_  
SIGNATURE OF PERMIT HOLDER

\_\_\_\_\_  
DATE

Security Deposit: \$ \_\_\_\_\_

Room Fee Charge: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

Amount Received: \$ \_\_\_\_\_

Amount Unpaid: \$ \_\_\_\_\_

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

RECEIVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SECURITY DEPOSIT REFUNDED: \$ \_\_\_\_\_

DATE: \_\_\_\_\_

REFUND RECEIVED BY: (Permit Holder) \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FOR ACTIVITIES FOR MINORS:**

Number of minors: \_\_\_\_\_

Chaperone Name: \_\_\_\_\_

Phone: \_\_\_\_\_

## **APPENDIX F: Vehicular Parking Policy Resolution**

### **CASCADES PARK HOMEOWNERS ASSOCIATION, INC. (AKA: PEACE PLANTATION I HOA, INC.) POLICY RESOLUTION NO. 08-01**

#### **(Vehicular and Parking Regulations)**

WHEREAS, pursuant to its authorities in the Declaration and Bylaws, the Board of Directors, on behalf of the Association, is obligated to enforce the covenants set forth in the Declaration, Bylaws, rules, architectural guidelines and resolutions of the Association (“regulations”); and

WHEREAS, the Declaration, including but not limited to the provisions of Article 2.3, 7.6, 8.1(o) and 8.2(e), empowers the Board to regulate the parking of vehicles on the common areas, lots and right-of-ways adjacent thereto and to enact and enforce rules regarding the same; and

WHEREAS, the Board of Directors has determined that it is in the best interest of the Association and its members for the Board to centralize the various parking restrictions set forth in the Declaration and to clarify the Association’s parking policy and vehicular regulations as provided for in Article 8.3 of the Declaration and §55-513 of the Code of Virginia.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors adopts the following policy:

**General Parking:** Except for parking spaces assigned as Reserved or Limited Common Areas or as otherwise provided by the Board, all other parking on the common areas shall be on a self-service, first-come/first-served basis. The Board may assign guest parking and Reserved parking as it deems equitable and appropriate. The Board may institute a vehicle registration system if such action is deemed necessary and helpful to the membership.

**Garage/Driveway Parking:** Owners of homes with a garage and driveway shall be required to park in such garage and driveway with the use of general common area parking only on a non-recurring, temporary basis as determined by the Board and/or management.

**Prohibited Vehicles:** The following vehicles may be parked within garages or, only on a non-recurring, temporary basis as determined by the Board and/or management, outside of garages:

- Commercial Vehicles (i.e., vehicles defined as commercial vehicles by Loudoun County ordinance/code or in Section 46.1-1, et. seq. of the Code of Virginia, vehicles which have visible commercial signs, lettering or equipment, vehicles for hire (e.g., taxis) or vehicles which are otherwise licensed as a commercial vehicle by DMV).
- Trailers
- Campers

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

- Recreational Vehicles (RV's)
- Boats
- Extra-large vehicles (e.g., grounds maintenance equipment, All-Terrain Vehicles, dune buggies, etc.)
- Junk vehicles (e.g., vehicles which may not be legally operated on the public streets and highways).
- Abandoned or otherwise inoperable vehicles, regardless of type.
- Vehicles without current County/State decals and inspection stickers.

Vehicular Repair: Except for brief, routine repairs capable of being completed in a twenty-four-hour period, no repairs or mechanical service shall be undertaken on vehicles except in garages.

Storage: Except for garages and driveways, vehicles may not be stored on the common areas or public right of ways. A vehicle will be considered "stored" when it has not been moved for a period of fourteen (14) consecutive days or if, in the opinion of the Board, is being routinely moved simply to avoid the intent of this restriction.

Fire Lanes/No Parking Zones: Vehicles shall be parked only in designated areas and shall not be parked in any areas marked by fire lanes or otherwise marked as "no parking". Vehicles should be parked within the spaces provided and in such a manner as to not obstruct other parking spaces. Vehicles shall be parallel parked along all streets (particularly in cul-de-sac's) so that both sets of wheels (the passenger-side set or driver's-side set) which face the curb are within two feet (2') of the curbs. Any vehicle parked in such a manner that it blocks one or more vehicles, occupies more than one space, is parked without authority in an assigned parking space, or is parked in a designated handicapped parking space without authorization, or otherwise violates these restrictions, shall be subject to towing.

Further Restrictions: All owners and guests are prohibited from parking their vehicles:

- in a manner that obstructs a privately owned pedestrian sidewalk;
- in such a way that the vehicle protrudes into the street and interferes with use of the drive lane;
- perpendicular to any curb; and
- within thirty (30) feet of any intersection or stop sign.

Vehicles parked in violation of this provision will be subject to towing in accordance with Paragraph 8 below.

Enforcement: The Board of Directors and its agents will use their best judgment with respect to enforcement of these restrictions. The Board of Directors will attempt to resolve issues regarding compliance with the Association regulations through a mix of formal and informal means. Phone calls, personal contacts and other efforts may be used to try and resolve compliance issues as quickly and neighborly as possible. Where circumstances warrant, the Board may provide a written warning and opportunity to cure before taking action to impose monetary charges or other action. Where towing of a vehicle is recommended, the Board or its agents shall place a notice on the vehicle, pursuant to Article 8.1(o) of the Declaration, giving the owner at least 24 hours to cure the violation. If such violation is not cured, the vehicle may be towed at the owner's expense.

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

Although sanctions may be imposed for violations associated with prohibited vehicles parked or stored in public view, while on a private lot, no vehicle will be towed from a private lot.

Single Family Streets/Town Home Streets: These regulations and restrictions apply whether the vehicle at issue is parked on public streets (single family sections) or private streets (town home sections); however, towing from public streets shall require authorization of the Board of Directors or their agent prior to such towing.

The effective date of this Resolution shall be April 15, 2008.

CASCADES PARK HOMEOWNERS ASSOCIATION, INC.

Signature on file

Keith B. Shoates, President

**FOR ASSOCIATION RECORDS**

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of Cascades Park Homeowners Association, Inc. on this 10<sup>th</sup> day of March, 2008.

Signature on file

Kevin Weltens, Secretary

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

**RESOLUTION ACTION RECORD**

Duly adopted at a meeting of the Board of Directors held March 10, 2008.

Motion by: Keith B. Shoates                      Seconded by: Marcia Rugen

	YES	NO	VOTE: ABSTAIN	ABSENT
<u>Keith B. Shoates</u> President	<u>X</u>	_____	_____	_____
<u>Laura Monahan</u> Vice President	<u>X</u>	_____	_____	_____
<u>Kevin Weltens</u> Secretary	<u>X</u>	_____	_____	_____
<u>Kelley Glessner</u> Treasurer	<u>X</u>	_____	_____	_____
<u>Marcia Rugen</u> Director	<u>X</u>	_____	_____	_____
_____ Director	_____	_____	_____	_____
_____ Director	_____	_____	_____	_____
_____ Director	_____	_____	_____	_____

ATTEST:

Signature on file  
Kevin Weltens, Secretary

3-12-08  
Date

Resolution effective: April 15, 2008

## **APPENDIX G: Annual Assessment Development & Approval**

### **Process Policy Resolution**

**CASCADES PARK (formerly PEACE PLANTATION I)  
HOMEOWNERS ASSOCIATION, INC.  
POLICY RESOLUTION NO. 09-01  
ANNUAL ASSESSMENT DEVELOPMENT AND APPROVAL  
relating to Rules and Regulations  
for the development of the Association Annual Assessment**

WHEREAS, Article I, Section 1.3(d) of the Declaration provides that the Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association.

WHEREAS, Article VIII, Section 8.3 of the Declaration states the Board of Directors shall have the power to adopt, amend, and repeal rules and regulations...

WHEREAS, the Board of Directors deems it necessary and desirable to establish comprehensive rules, procedures and guidelines for the conduct of elections for membership on the Board of Directors

NOW, THEREFORE, BE IT RESOLVED THAT the following Rules and Regulations for development of the annual budget and corresponding assessment be adopted:

#### **I. OVERVIEW**

- a. Purpose: The purpose of the annual assessment is to ensure sufficient resources are available to meet the near term and long term financial obligations of the Association.
- b. Goals & Objectives: The following goals and objectives are sought to be achieved with the annual assessments:
  - (1) Ensure the fiduciary responsibilities of the Board of Directors are met.
  - (2) Protect the assets of the Association.
  - (3) Maintain or increase property values.
  - (4) Ensure reserve requirements are met to address long term capital requirements.
  - (5) Establish the priorities for the Association.

#### **II. GUIDELINES & ASSUMPTIONS**

- a. Frequency: Payment of assessment shall be made on the first day of each month.
- b. Methods: Payment of assessment shall be made by cashier's check, personal check or money order. Although not mandated, Owners are highly encouraged to make

electronic payments. Owners can contact the Property Management Company for the necessary forms to take advantage of the electronic payment option.

- c. Delivery: Payment of assessment shall be made payable to Cascades Park Homeowners Association (c/o Service First Management & Consulting, Inc) at 12084 Cadet Court; Manassas, VA 20109 by the specified date.
- d. Methods: Payment of assessment shall be made by cashier's check, personal check or money order. Although not mandated, Owners are highly encouraged to make electronic payments.
- e. Enforcement: Late payments of assessments shall be enforced in accordance with the existing Association governing documents and Board approved policy resolutions.
- f. Limitation of Increases: Year to year increases in assessments shall be limited to ten percent (10%) or the rate of inflation as represented by the Consumer Price Index (CPI) whichever is greater.
- g. Exceptions to Limitation of Increases: Any year to year increase in assessments that exceeds the limitations set forth within this resolution must be justified by the Board of Directors and receive majority (51%) approval by the Owners before enacted.

### III. ASSESSMENT DEVELOPMENT APPROACH

- a. Period of Performance: The period of performance of the annual budget and corresponding assessment shall be based on a calendar year; namely January through December.
- b. Schedule: Property Management Company shall develop a draft budget and submitted it to the Board of Directors for review in September of each year.
- c. Approval: The Board of Directors shall approval the budget no later than the regularly scheduled Board of Directors meeting in December.
- d. Notification: The Board of Directors, via the Property Management Company, shall notify the Owners of any change in annual assessment resulting from the approved budget no later than 31 December of each year.
- e. Income: The approved budget shall recognize all potential income sources, which include but are not limited to: assessments, income from investments, reimbursements from fines & penalties, advertisements.
- f. Expenses: The approved budget shall recognize all potential fixed and variable expenses, which include but are not limited to: contract services (e.g., property management, grounds maintenance, snow removal, pool management, trash

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

removal, attorney, and accountant), committees, communications/ mailing, and liability insurance.

- g. Obligations: The approved budget shall recognize all short and long term liabilities of the Association (e.g., reserves).
- h. Apportionment: Income and expenses within the budget shall be appropriately allocated to Owners of single family homes and town homes. The resulting Owner assessments will be based on this apportionment.

#### IV. TRANSPARENCY

- a. Process: Owners are welcome to attend the monthly Board of Directors meetings at the Association club house to view and understand the budget formulation process and its execution/implementation throughout the year.
- b. Copy of Budget: Owners can obtain a copy of the detailed budget and the resulting assessment details via written request to the Property Management Company.

#### CASCADES PARK HOMEOWNERS ASSOCIATION

By: Signature on file  
Keith B. Shoates, President

Attest:

I hereby certify that a copy of the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors for the Cascades Park Homeowners Association, Inc. on 14 day of December 2009.

By: Signature on file  
Kevin Weltens, Secretary

This Resolution becomes effective immediately upon adoption by the Cascades Park Homeowners Association.

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

**POLICY RESOLUTION NO. 09-01  
ANNUAL ASSESSMENT DEVELOPMENT AND APPROVAL**

**RESOLUTION ACTION RECORD**

Duly adopted at a meeting of the Cascades Park Homeowners Association Board of Directors held 14 December 2009.

Motion by: Keith B. Shoates Seconded by: Kelly Glessner

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>Keith Shoates</u> President	<u> X </u>	_____	_____	_____
<u>Laura Monahan</u> Vice President	<u> X </u>	_____	_____	_____
<u>Kelly Glessner</u> Treasurer	<u> X </u>	_____	_____	_____
<u>Kevin Weltens</u> Secretary	<u> X </u>	_____	_____	_____
<u>Marcia Rugen</u> Director	<u> X </u>	_____	_____	_____

ATTEST:

Signature on file \_\_\_\_\_  
Secretary Date

Resolution shall become effective immediately upon approval by the Board of Directors.

## **APPENDIX H: Rules for Yard Maintenance**

### **CASCADES PARK HOMEOWNERS ASSOCIATION, INC. (AKA: Peace Plantation I)**

#### **Policy Resolution No. 08-02 (Rules and Regulation Relating to Yard Maintenance)**

WHEREAS, Article 8, Section 8.3 of the Declaration of CASCADES PARK HOMEOWNERS ASSOCIATION, INC., authorizes the Board of Directors to adopt and publish rules and regulations governing the Association;

WHEREAS, there is a need to establish orderly and equitable rules and regulations regarding upkeep of lot within the community; and

WHEREAS, Article 7, Section 7.2 states that each owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition, including without limitation all necessary grounds maintenance and snow removal, in accordance with local ordinances, except as provided otherwise in this Declaration or in a Supplementary Declaration; and

WHEREAS, Policy Resolution No. 01-02, Procedures to Ensure Due Process in Enforcement Cases requires notice to the Owners of any condition complained of, and permits issuance of a second notice and subsequent Hearing for continuing violations, the notice of Hearing to be fourteen days; and

WHEREAS, the Board has determined that lot maintenance in a timely manner is required to enhance and maintain property values within the community and that the notice period for certain yard maintenance items is detrimental to the surrounding lot owners and the community as a whole; and

NOW, THEREFORE, BE IT RESOLVED THAT the Board adopts the following policies regarding lot maintenance and notice requirements to Lot Owners concerning upkeep of their respective Lots.

#### **UPKEEP OF LOTS**

The Association, by its Board of Directors, its Covenants Committee or by its Agent and Property Manager, shall conduct routine and regular inspections as needed to determine when yard Maintenance is needed.

1. Owners are required to keep their Lots in a neat and orderly condition, in good repair and condition and in a clean, sanitary condition and shall perform, on a regular and routine basis Yard Maintenance which includes periodic lawn mowing, edge trimming, shrub pruning and maintenance, tree pruning and maintenance, basic weed and pest control as need and as required to maintain yard, shrubs and trees.

2. Owners shall mow grass, maintain trees, shrubs and lots in keeping and in compliance with good property maintenance standards as are generally accepted within the Cascades Park Community.
3. Yard Maintenance shall occur on a regular, routine basis as needed. The Standard shall be when the grass exceeds the height of surrounding lots or exceeds the height recommended by the Association's professional land care specialist.
4. Trees and shrubbery shall be trimmed and maintained to complement the Lot, and must be trimmed when they begin to or encroach upon the existing structures, or sidewalks and driveways, or when the shrubs and trees impede or impact the adjoining Lots.

### **VIOLATIONS AND NOTICE PROCEDURES**

The Board of Directors authorizes the Association's agent to provide notice as required to that Owner which the Agent has determined, in its sole opinion and discretion, are in violation of the generally accepted Yard Maintenance standards within the community, or as determined by consultation with the Association's professional landscape personnel.

1. Owners in violation of the community Yard Maintenance standards will be provided with a four (4) day notice to bring their lot in compliance. The Notice of Violation shall be transmitted to the Owner by regular, first class mail or by letter posted on the door of the home.
2. Owners shall contact the Management Office regarding their compliance with the notice provided, and the community manager may grant, but is not required to grant, an extension of time to bring the Lot into compliance at her/his discretions.
3. At the conclusion of the notice period, the Association shall have the right, without further notice, pursuant to Article 12, Section 12.1(f) of the Declaration, to rectify the condition by taking remedial action as needed to have the violation corrected.
4. Owner shall be issued a "Notice of Reimbursement" from the Association, requiring the Owner to pay to the Association those charges associated with the issuance of the notice of the violations, and the cost to remedy and cause the Lot to be brought into compliance with the Association's Yard Maintenance standards and or the Association's Governing Documents.
5. The Notice of Reimbursement shall state that the payment must be remitted to the Association within Thirty (30) days. Failure to pay within the Thirty (30) days shall result in the addition of the charges assessed in the Notice of Reimbursement to the assessment account of the Owner, and such charges deemed an assessment.

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

6. Multiple 'Notice of Violation' letters issued to an owner between the months of April and November shall result in additional sanctions for continued non compliance as set out in Policy Resolution No. 01-01, Due Process in Enforcement Cases.
7. Non-receipt of any notice provided by the Association shall not be grounds for failure to correct the violations, or to pay the charges, assessment or reimbursed expenses incurred by the Association to elicit compliance with these Regulations.

### **RESPONSIBILITY**

Nothing in this Resolution shall be construed to hold the Association or the Board responsible for damage to realty, fixtures or loss of property from the Lot.

*This Resolution is intended to serve as a protection to Members to ensure that their rights are protected and to serve as a guideline for the Board as it carries out its duties to enforce the Regulations. The Board may determine the specific manner in which the provisions of this Resolution are to be implemented, provided that due process is afforded. Any inadvertent omission or failure to conduct any proceeding in the exact conformity with this Resolution shall not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth in this Resolution.*

*Notwithstanding any provision of this Resolution, the Association may initiate legal action at any time, and all legal fees and costs shall be assessed and attributed to the lot owner responsible for the offense. Lot owners shall be responsible for the offenses of their tenants and their guests.*

The failure of the Association to enforce any right, condition or obligations shall not be construed as a waiver of the right of the Association to enforce such right, condition or obligation in the future.

This Resolution shall supersede and replace any prior Resolutions or Rules and Regulations adopted that conflict with the specific terms of this Resolution. In the event of a conflict, the Board of Directors shall determine the prevailing provisions that are applicable to the facts presented.

CASCADES PARK HOMEOWNERS ASSOCIATION, INC.

By: Signature on file  
Keith Shoates, President  
Board of Directors

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

I hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors of Cascades Park Homeowners Association, Inc., this 12<sup>th</sup> day of May, 2008.

This Resolution will become effective 15 days from the day attested hereto.

Signature on file  
Secretary, Board of Directors

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

**CASCADES PARK HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION ACTION SHEET**

Resolution Type: Policy

Pertaining To: Pertaining to Yard and Maintenance

Duly adopted at a meeting of the Board of Directors held on May 12, 2008

Motion by: Keith B. Shoates

Seconded by: Laura Monahan

	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>Keith B. Shoates</u> President	<u>X</u>	_____	_____	_____
<u>Laura Monahan</u> Vice President	<u>X</u>	_____	_____	_____
<u>Marcia Rugen</u> Member at Large	<u>X</u>	_____	_____	_____
<u>Kelley Glessner</u> Treasurer	<u>X</u>	_____	_____	_____
<u>Kevin Weltens</u> Secretary	<u>X</u>	_____	_____	_____

ATTEST:

Signature on file \_\_\_\_\_  
Secretary Date

File: \_\_\_\_\_

Book of Resolution:

Book of Minutes: 2008

Book of Resolutions:

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

Resolution effective May 12, 2008

Resolution expires: N/A

All applicable external modifications must be approved by the Covenants Committee and comply with these Procedures and Guidelines, the written documents of the Association (*the Articles of Incorporation, the Bylaws, the Declaration of Covenants, Conditions and Restriction* any resolutions adopted by the Board of Directors), and applicable laws and regulations.

## **CERTIFICATE OF MAILING AND DISTRIBUTION**

I hereby certify that the foregoing Policy Resolution No. 08-02 (Rules and Regulations Relating to Yard Maintenance) of Cascades Park Homeowners Association, Inc., was duly mailed, regular first-class mail, to the Lot Owners of record on this 21<sup>st</sup> day of May, 2008.

*Signature on file*

George Ellis, Community Manager