

**COMPTON VILLAGE
SECTION III**

Bylaws

Resolutions
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Bylaws

BYLAWS
OF
COMPTON VILLAGE HOMEOWNERS ASSOCIATION

ARTICLE 1

NAME

The name of the corporation is COMPTON VILLAGE HOMEOWNERS ASSOCIATION ("Association").

ARTICLE 2

SEAL

The corporate seal of the Association shall be in circular form and shall bear the name of the Association and the year 1991.

ARTICLE 3

DEFINITIONS

Section 3.1. "Act" means the Virginia Nonstock Corporation Act, Chapter 10 of Title 13.1 of the Code of Virginia (1950), as amended, supplemented or replaced from time to time. "Virginia Property Owners' Association Act" means Chapter 26 of Title 55 of the Code of Virginia (1950), as amended, supplemented or replaced from time to time.

Section 3.2. "Approval of Secondary Mortgage Agencies or First Mortgagees" means: (i) written approval; (ii) any written waiver of approval rights; (iii) a formal letter stating no objection; or (iv) presumptive approval if a Secondary Mortgage Agency or First Mortgagee does not respond to a Registered Notice within thirty days. Approval of First Mortgagees shall be calculated based on one vote for each Living Unit which could be constructed on the land for which a first deed of trust is held by a First Mortgagee.

Section 3.3. "Assessments" means the sums levied against the Lots to pay Common Expenses as provided in Article 5 of the Declaration. Assessments include Annual Assessments, which include both General and Neighborhood Assessments, and Special Assessments which include Additional, Restoration and Individual Assessments.

Section 3.4. "Association" means the Compton Village Homeowners Association, and with respect to the rights and obligations in the Declaration, its successors and assigns.

Section 3.5. "Builder" means a Person which acquires land for the purpose of improving such land for resale or rental.

Section 3.6. "Common Area" means all real property and improvements thereon owned or leased by the Association and available for the use and enjoyment of the Members.

Section 3.7. "Common Expenses" means all expenditures made or incurred by or on behalf of the Association, together with all funds determined by the Board of Directors to be necessary for the creation and maintenance of reserves. Except when the context requires otherwise, any reference to Common Expenses shall include "Neighborhood Common Expenses" made or incurred by or on behalf of the Association and benefiting the Lots in a specific Neighborhood, including reserves.

Section 3.8. "Declaration" means the covenants, conditions and restrictions and all other provisions set forth in the Compton Village Declaration of Covenants, Conditions and Restrictions, as amended from time to time.

Section 3.9. "Developer" means Hunter Development Company of Fairfax, Inc., its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are assigned or acquired pursuant to Section 13.10 of the Declaration.

Section 3.10. "Development Period" means the period of time the Developer has rights as Developer under the Declaration. The rights and obligations of the Developer set forth herein shall cease upon conveyance of all the land within Properties and within the Development Limits to an Owner other than a Builder or the Developer and the release of all bonds with respect to development of the Properties and the land within the Development Limits.

Section 3.11. "Developer Control Period" means the period ending on the earliest of: (i) ten years from the date of recordation of the Declaration; (ii) the date the number of votes of Class A Members equals the number of votes of the Class B Member; or (iii) the date specified by the Developer in a notice to the Association that the Developer Control Period is to terminate on that date. Once the Developer Control Period has ended, it cannot begin again.

Section 3.12. "Development Limits" means all the land which may potentially become part of the Properties as depicted in Exhibit B to the Declaration, as amended from time to time.

Section 3.13. "First Mortgagee" means First American Bank of Virginia and its successors and assigns, for so long as such entity holds a first deed of trust on a Lot or any portion of the land within the Development limits described as Phase I or Phase II and any other Institutional Lender which holds the first deed of trust on a Lot and which has notified the Board of Directors of its holdings in writing.

Section 3.14. "Founding Documents" means the Articles of Incorporation of the Association, the Declaration and Supplementary Declarations and these Bylaws, all as initially prepared by the Developer and filed or recorded, as the case may be, as amended from time to time.

Section 3.15. "Governing Documents" means, collectively and severally, the Founding Documents and the Rules and Regulations, as such may be amended from time to time.

Section 3.16. "Institutional Lender" means one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured a loan of such a lender, or any combination of any of the foregoing entities.

Section 3.17. "Living Unit" means any structure or any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a Single Family. "Single Family" means a single housingkeeping unit which includes not more than four persons over eighteen who are legally unrelated.

Section 3.18. "Lot" means any parcel of land held in separate ownership or shown upon any recorded subdivision, resubdivision or boundary line adjustment plat of any portion of the Properties, excluding Common Area. Lot shall also mean any condominium unit created in accordance with Chapter 4.2 of Title 55 of the Code of Virginia (1950), as amended.

Section 3.19. "Members" means members of the Association which shall consist of all Owners and which is comprised of Class A Members and Class B Members as defined in the Articles of Incorporation. "Articles of Incorporation" means the Articles of

Incorporation of Compton Village Homeowners Association, as amended from time to time.

Section 3.20. "Multifamily Rental Building" means a building or group of buildings located on a single Lot and containing more than one Living Unit in which the Living Units are offered for rental.

Section 3.21. "Neighborhood" means one or more Lots which are subject to the same Supplementary Declaration.

Section 3.22. "Neighborhood Common Area" means portions of the Common Area which are designated as Neighborhood Common Area in the Governing Documents and which are for the primary use and enjoyment of Members residing in such Neighborhood.

Section 3.23. "Notice" means written notice delivered personally or mailed to a Member's Lot or the last known address, except that notice of a meeting may be published (i) in the newsletter of the Association delivered by hand or mailed to each Member at such Member's Lot or last known address or (ii) at least once a week for two consecutive weeks in a newspaper having general circulation in Fairfax County. Also see definition for "Registered Notice" below.

Section 3.24. "Officer" means an Officer of the Association as set forth in Article 7 hereof.

Section 3.25. "Owner" means the record holder of the fee simple title to any Lot, whether one or more Persons; the term shall exclude those having such interest merely as security for the performance of an obligation.

Section 3.26. "Person" means a natural person, corporation, partnership, association, trust or other entity capable of holding title to real property or any combination thereof.

Section 3.27. "Properties" means all real property which is now or hereafter becomes subject to the Declaration.

Section 3.28. "Quorum" means the representation by the presence, in person or by proxy, of Members who hold ten percent (10%) of the outstanding votes of the Class A membership and the presence, in person or by proxy, of the Class B Member for so long as it shall exist.

Section 3.29. "Registered Notice" means any Notice which has been signed for by a recipient or has been certified by the U.S. Postal Service or other Person as having been delivered to the address of the intended recipient. Notices of filing of liens or rights to a hearing shall also be delivered in accordance with the Virginia Property Owners' Association Act.

Refusal of an intended recipient to acknowledge such Registered Notice shall in no way affect its validity.

Section 3.30. "Rules and Regulations" means the document containing rules and regulations and policies of the Association as they may from time to time be amended including architectural standards.

Section 3.31. "Secondary Mortgage Agencies" means those agencies, if any, which have an interest in the Properties and which have notified the Board of Directors in writing of such interest, such as the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC), or successors to their interests.

Section 3.32. "Supplementary Declaration" means an amendment to the Declaration submitting land to the provisions of the Declaration and, if appropriate, containing additional provisions not in conflict with the Declaration, which apply only to the land thereby submitted. A Supplementary Declaration also includes a declaration submitting a portion of Properties to additional provisions not in conflict with the Declaration. A Supplementary Declaration may be part of a deed of subdivision for a portion of the Properties.

ARTICLE 4

MEETING OF MEMBERS

Section 4.1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on a date and at a place set by the Board of Directors, not more than fourteen nor less than ten months from the last annual meeting, provided that there shall be an annual meeting in each calendar year. Meetings of Members may be held at such places as may be designated by the Board of Directors.

Section 4.2. Special Meetings. Special meetings of the Members may be called at any time by: (i) the President of the Association; (ii) the Board of Directors; (iii) upon written request of the Owners who hold ten percent of the outstanding Class A votes as of the date the first Owner signs the demand for a special meeting; or (iv) upon written request of the Developer during the Development Period.

Section 4.3. Exercise of Vote. If the right to exercise a Member's vote is held by more than one Person, then that Member's right to vote may be exercised by any one of the Persons who may exercise that Member's vote, unless one or more Persons who also

have the right to exercise such Member's vote object in writing prior to the consideration by the Members of an action on which such Member may vote. If a written protest or objection is made, the vote shall not be counted.

Section 4.4. Proxies. Each Member may vote in person or by proxy. In order to be valid, any proxy shall be in writing and filed with the Secretary or other Officer of the Association entitled to tabulate votes. Every proxy shall be revocable and shall automatically cease after eleven months unless a longer period is expressly provided in the appointment form. A proxy may be instructed (directing the person to whom the proxy has been granted at least how to vote) or uninstructed (allowing the person to whom the proxy has been granted to vote as such person desires.) A sample proxy is attached as Exhibit A hereto.

Section 4.5. Method of Voting.

(a) At a Meeting. Voting by Members at a meeting shall be by voice vote (except for the election of Directors which shall be by written ballot), unless the presiding Officer determines otherwise or any Member present at the meeting, in person or by proxy, requests, and by a majority vote the Members consent to, a vote by written ballot indicating the name of the member voting, the number of votes appertaining to such Member, and the name of the proxy of such ballot if cast by a proxy. There shall be no cumulative voting.

(b) By Referendum. In the sole discretion of the Board of Directors, elections of Directors requiring a vote of the Members may be submitted to a referendum of the Members on a ballot, by mail or at polling places. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board of Directors shall determine the method of voting, the form of all ballots, the deadline for return of ballots and the number and location of polling places, if any.

(c) Advisory Referendum. The Board of Directors may include on any ballot questions on which it seeks an advisory vote. Members may suggest questions for an advisory vote which shall be evaluated by the Board for consistency with the exercise of its duties and responsibilities and with the Founding Documents. In any advisory vote, each such question on a ballot shall indicate that the vote is for advisory purposes only.

Section 4.6. Delinquencies. No Member may vote at any meeting of the Association or be elected to serve on the Board of Directors if payment by such Member of any financial obligation to the Association is delinquent more than sixty days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

Section 4.7. Consent in Lieu of Meeting. Any action which may be taken at a meeting of the Members can be taken without a meeting and without action by the Board of Directors if the action is unanimously consented to in writing by the Members entitled to vote on the action. A unanimous consent shall be effective according to its terms when all consents to an action are in the possession of the Secretary.

ARTICLE 5

NOTICE

Section 5.1. Notice. (a) Notice for meetings to: (i) amend the Articles of Incorporation; (ii) vote on a plan of merger; or (iii) dissolve the Association shall be provided to Members not less than twenty-five days nor more than sixty days prior to such meeting. Notice of all other meetings of Members shall be provided to Members at least ten days before such meeting. Notice of a meeting shall specify the place, day and hour of the same. In the case of a special meeting, the Notice shall state the purpose of the meeting.

(b) Whenever any Notice is required to be given of any meeting of the Association, a waiver thereof in writing signed by a Member entitled to such notice, whether given before or after the meeting, shall be equivalent to the giving of such notice to that Member and such waiver shall be delivered to the Secretary for inclusion in the minutes or filing with the Association records. A Member who attends a meeting shall be conclusively presumed to have had timely and proper notice of the meeting or to have duly waived notice thereof, unless such Member attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or conveyed and so notifies the person conducting the meeting at or prior to the commencement of the meeting or at or prior to consideration of the matter subject to objection, in the case of a special meeting.

Section 5.2. Fixing of Record Date. For the purpose of determining the Members entitled to notice of or to vote at any annual or special meeting of the Members, or any adjournment thereof, or in order to make a determination of the Members for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of Members, which date shall be not less than ten days nor more than seventy days prior to the date on which the particular action requiring such determination of Members is to be taken. If no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, the date on which notice of the meeting is mailed shall be the record date. A determination of Members entitled to vote at a meeting of Members shall also apply to any adjournment thereof.

Section 5.3. Voting Lists. At least ten days prior to each meeting of the Members, the Secretary shall make a complete list of the Members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of votes held by each Member, which list, for a period of ten days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The original record of Members shall be prima facie evidence as to who are the Members entitled to examine such list or to vote at the meeting of Members.

ARTICLE 6

BOARD OF DIRECTORS

Section 6.1. Number. The affairs of the Association shall be managed by a Board of Directors consisting of between three and seven Directors as set forth in Article 4 of the Articles of Incorporation.

Section 6.2. Composition and Term. The composition and terms of the Directors shall be as set forth in Article 4 of the Articles of Incorporation.

Section 6.3. Method of Nomination. Candidates for election as Elected Directors shall file a petition of candidacy, signed by not less than five Members, with the Elections Committee at least three weeks before the annual meeting; provided, however, that additional nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one person has been nominated by petition. The Elections Committee may provide all Members with a ballot containing the names of all bona fide candidates with the notice of the annual meeting.

Section 6.4. Method of Election. Members may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. Those persons receiving the largest number of votes shall be elected.

Section 6.5. Resignation. The unexcused absence of an Elected Director from three consecutive regular meetings of the Board of Directors may be deemed a resignation, if the resignation is noted in the minutes of the Board meeting. Any Elected or Appointed Director may resign by delivering written notice of resignation to the Board of Directors.

Section 6.6. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of such Director's duties.

Section 6.7. Powers. The Board of Directors shall have all powers necessary for the conduct of the affairs of the Association which are enabled by law, or the Founding Documents, and which are not specifically reserved to Members or the Developer.

Section 6.8. Duties. Without limiting the generality thereof, the Board shall have the power and obligation to perform (a) the duties set forth in Section 3.3 of the Declaration and (b) the following duties:

(i) to exercise its powers in accordance with the Governing Documents;

(ii) to cause to be kept a complete record of all its corporate affairs, including the Rules and Regulations, to make such records available for inspection by any Member, such Member's agent, or any Institutional Lender which has an interest in the Properties, and to present an annual statement thereof to the Members and First Mortgagees;

(iii) to adopt board resolutions to be incorporated into the Rules and Regulations and to follow procedures for adoption and publication of the same, including provisions for hearing and notice to Members for resolutions regarding rules, the annual budget and other matters affecting the rights of Members;

(iv) to adopt and publish rules and regulations, including fees, if any, governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon, and to incorporate the same into the Rules and Regulations;

(v) to establish architectural standards for the Properties in accordance with the procedures specified in the Governing Documents;

(vi) to enforce all provisions of the Governing Documents and the architectural standards for the Properties;

(vii) to supervise all Officers, agents and employees of the Association and to see that their duties are properly performed;

(viii) to designate depositories for Association funds and to designate those Officers, agents and employees who shall have authority to withdraw funds from such accounts on behalf of

the Association, and to cause such persons to be bonded, as appropriate;

(ix) to send written notice of each assessment to every Owner subject thereto at least thirty days in advance of the due date of the annual assessment or first installment thereof;

(x) to provide an Association Disclosure Packet with respect to a Lot within fourteen days after a written request by an Owner, substantially in the form set forth on Exhibit B hereto, or as otherwise required under Virginia law;

(xi) to appoint the committees prescribed in Article 8 and Article 9 herein and such other committees as the Board deems necessary or helpful; and

(xii) to exercise their powers and duties in good faith, with a view to the interests of the Association.

ARTICLE 7

OFFICERS

Section 7.1. Enumeration of Offices. The Officers of the Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other Officers as the Board of Directors may from time to time by resolution create. The offices of President, Vice President and Secretary shall be held by three different persons.

Section 7.2. Election of Officers. The election of Officers by the Board of Directors shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3. Term. The Officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one year unless the Officer shall sooner resign or be removed, or otherwise be disqualified to serve.

Section 7.4. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such a resignation shall not be necessary to make it effective.

Section 7.5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to

such vacancy shall serve for the remainder of the term of the Officer replaced.

Section 7.6. Duties. The duties of the Officers are as follows:

(a) President. The President shall: preside at all meetings of the Board of Directors and of the Association (unless the Board designates another Officer to preside at such meetings); see that orders and resolutions of the Board are carried out; sign all mortgages, leases, deeds and other written instruments and co-sign all promissory notes and contracts as the Board may approve from time to time.

(b) Vice President. The Vice President shall act in place of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such duties as may be required by the Board.

(c) Secretary. The Secretary shall: cause the minutes to be kept of all meetings and proceedings of the Board and of the Members; serve as custodian of Association files and records; keep the corporate seal of the Association and affix it on all papers requiring said seal; cause notice to be served to Members and First Mortgagees as required in the Governing Documents; cause a roster to be maintained of the names of all Members together with their addresses, as registered by such Members; cause a roster to be maintained of all First Mortgagees, together with the properties in which each has an interest; and perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall: cause all monies of the Association to be deposited in appropriate accounts and disbursed therefrom within the limits of the annual budget or as directed by resolution of the Board of Directors; co-sign any promissory notes and contracts; see that proper books of account are kept; cause an annual review of the Association books to be made at the completion of each full fiscal year; be the chief Officer responsible for the annual preparation of the budget, the income statement and the balance sheet statement to be presented to the Board at its annual meeting; annually submit the financial statements; and perform such other duties as required by the Board.

ARTICLE 8

COMMITTEES

Section 8.1. The Board of Directors shall appoint an Elections Committee no later than one month prior to the annual meeting date. The Committee shall consist of a chairman who may not be a Director, and at least two Members, none of whom shall

be candidates for office. It shall be the duty of the Committee to provide supervision of the nomination and election of Directors in accordance with procedures adopted by the Board and incorporated into the Rules and Regulations. An elections committee is not required during the Developer Control Period.

Section 8.2. Neighborhood Advisory Boards and Committee.

(a) Election to Board. Upon conveyance of fifty percent of the Lots in a Neighborhood to an Owner other than the Developer or a Builder, the Owners of the Lots in such Neighborhood shall hold a Neighborhood meeting upon at least ten days prior written notice to all Owners of Lots in such Neighborhood at which such Owners shall elect a Neighborhood Advisory Board. At the Neighborhood meeting, Owners shall vote on the basis of one vote per Lot. At least twenty percent of the Owners in any Neighborhood must vote in order to establish a Neighborhood Board. Such board shall consist of at least three members but not more than seven members; the members to serve for staggered term of one to three years. Notwithstanding the foregoing, if all the Lots in the Neighborhood are part of a condominium unit owners association or a property owners association or owned by a single Owner, then such association or single Owner shall be deemed to be the Neighborhood Advisory Board. Each Neighborhood Advisory Board shall elect its own chairman. The Board of Directors may call the Neighborhood meetings to elect the initial Neighborhood Advisory Board upon its own determination or at the request of an Owner. Thereafter, Neighborhood meetings to elect members to the Neighborhood Advisory Board shall be called annually in conjunction with the annual meeting of the Association or on an as needed basis.

(b) Responsibilities of Board. A Neighborhood Advisory Board may advise the Board of Directors or Architectural Review Board, as appropriate, with respect to the architectural appearance of its Neighborhood, the maintenance of Neighborhood Common Area within its Neighborhood and the expenditure of assessments levied specifically against Lots within its Neighborhood. The Board of Directors shall give due consideration to the advice of the Neighborhood Advisory Board, especially with respect to the maintenance of features within a Neighborhood which are unique to such Neighborhood.

(c) Neighborhood Advisory Committee. If the Board of Directors determines, the chairman of each Neighborhood Advisory Board shall become a member of a Neighborhood Advisory Committee, which shall be responsible for all communication between the Neighborhood Advisory Boards and the Board of Directors.

Section 8.3. The Board of Directors may create such other committees as it determines to be necessary or desirable.

ARTICLE 9

ARCHITECTURAL REVIEW BOARD

Section 9.1. Composition. The Architectural Review Board shall be comprised of three or more persons appointed as set forth below. One-half of the members of the initial Architectural Review Board shall serve for terms of one year and the other members shall serve for terms of two years; as the terms of such members expire, new members shall be appointed for terms of two years.

During the Development Period, the Architectural Review Board shall consist of two panels: The New Construction Panel and the Modification and Change Panel. Thereafter, the New Construction Panel shall cease to exist. The New Construction Panel shall only review initial construction on a Lot. The Modifications and Change Panel shall only review changes or additions on Lots containing existing improvements owned by an Owner other than the Developer or a Builder.

Section 9.2. Method of Selection. The Developer shall appoint at least three persons to serve on the New Construction Panel for so long as the New Construction Panel exists. The Board of Directors shall appoint five Members to the Modification and Change Panel. Members of the Modification and Change Panel shall be selected at the discretion of the Board of Directors without prior nomination by the Developer and may be removed from the Modification and Change Panel by the Board of Directors, with or without cause. If the Board of Directors fails to appoint the Modification and Change Panel, the Directors shall serve as members of such Panel.

Section 9.3. Vacancies. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

Section 9.4. Officers. At the first meeting of the Architectural Review Board following each annual meeting of Members, the Architectural Review Board shall elect from among themselves, a chairman, a vice-chairman and a secretary, who shall perform the usual duties of their respective offices.

Section 9.5. Duties. The Architectural Review Board shall have the duty to regulate the external design, appearance and location of the Properties and improvements thereon pursuant to Section 3.4 of the Declaration.

ARTICLE 10

MEETINGS OF THE BOARD OF DIRECTORS

THE ARCHITECTURAL REVIEW BOARD

AND STANDING COMMITTEES

Section 10.1. Regular Meetings. Regular meetings of the Board of Directors, the Architectural Review Board or any other board, panel or committee shall be held without notice at such place and hour as may be fixed from time to time by resolution of such board, panel or committee.

Section 10.2. Special Meetings. Special meetings of the Board of Directors, the Architectural Review Board or any other board, panel or committee shall be held when called by the President of the Association or by the chairman or any two members of such board, panel or committee, after not less than three days oral or written notice to each member of such board, panel or committee.

Section 10.3. Quorum; Conduct. A majority of the Board of Directors or the Architectural Review Board or members of any other board, panel or committee shall constitute a quorum for the transaction of business. Boards, panels or committees may adopt rules pertaining to decorum and procedure to be followed during meetings of such board, panel or committee.

Section 10.4. Executive Sessions. All meetings of any board, panel or committee shall be open to Members, except that the board, panel or committee may go into executive (closed) session to consider matters regarding (i) personnel hearings, (ii) violations of the Governing Documents or (iii) matters of a sensitive legal nature. Consideration of whether to take enforcement action for violation of the Governing Documents shall be considered a sensitive legal matter. The board, panel or committee may be called into executive session on appropriate matters by the presiding officer or upon a majority vote of the members of such board, panel or committee. Any action taken by a board, panel or committee in executive session shall be recorded in the minutes.

Section 10.5. Action Taken Without a Meeting. The Board of Directors, the Architectural Review Board or the members of any other board, panel committee shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the members of the board, panel or committee. Any action so approved shall have the same effect as though taken at a meeting of the board, panel or committee.

Section 10.6. Meeting by Conference Call. Any or all Directors, Architectural Review Board members, or members of a committee board or panel may participate in a regular or special meeting of such board, panel or committee through the use of any means of communication by which all Directors or members of a board, panel or committee can simultaneously hear one another during the meeting. A Director or member of a board, panel or committee participating in a special or regular meeting by any such means of communication shall be deemed to be present at such meeting.

ARTICLE 11

LIABILITY AND INDEMNIFICATION

Section 11.1. No Personal Liability. The Directors, Officers, and members of the Architectural Review Board shall not be liable to the Association or any Member for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. Directors and Officers shall have no personal liability with respect to any contract made by them on behalf of the Association. No Member shall be liable for the contract or tort liability of the Association by reason of ownership or membership therein. Every agreement made by the Board of Directors, the Officers or the managing agent on behalf of the Association shall, if obtainable, provide that the Directors, the Officers or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder.

Section 11.2. Indemnification. The Association shall indemnify the Directors, Officers and members of the Architectural Review Board to the extent that a nonstock corporation may indemnify its directors, Officers and employees pursuant to Sections 13.1-875 through 13.1-883 of the Act; provided, however, that before the Association uses association funds for indemnification, all insurance proceeds must be obtained and applied towards such indemnification. The foregoing right of indemnification shall not be exclusive of any other rights to which a person may be entitled by law, agreement, vote of the Members or otherwise.

Section 11.3. Directors and Officers Liability Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer or member of the Architectural Review Board against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such Person against such liability under the provisions of this section. Further, the availability of the

Association's indemnity shall not relieve any insurer of any liability under an insurance policy held by the Association.

ARTICLE 12

FISCAL YEAR

Unless otherwise determined by the Board of Directors, the fiscal year of the Association shall begin on the first day of April and end on the last day of March of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE 13

AMENDMENT

Any amendment shall become effective upon the affirmative vote of a majority of the votes entitled to be cast by Members present, in person or by proxy, at a duly held meeting of the Association at which a Quorum is present, and with the approvals required by Article 10 of the Declaration of, if any. During the Development Period, any amendment which may impair or reduce the rights of the Developer must be approved by the Class B member.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Compton Village Homeowners Association, a Virginia nonstock corporation; and

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by the Board of Directors pursuant to the Unanimous Written Consent In Lieu of Organizational Meeting dated August 20, 1992.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 20th day of August, 1992.

Mary J Scanlon [SEAL]
SECRETARY

Amendment to The Bylaws

SECTION 4.4 PROXIES

Approved January 9, 2002

Section 4.4. Proxies. Each Member may vote in person or by proxy. In order to be valid, any proxy shall be in writing and filed with the Secretary or other Officer of the Association entitled to tabulate votes. Every proxy shall be revocable and in the form provided by the Association. No proxy shall be valid for a period in excess of eleven months from the date of the signature of the Member(s) granting proxy authority. A proxy may be instructed (directing the person to whom the proxy has been granted at least how to vote) or uninstructed (allowing the person to whom the proxy has been granted to vote as such person desires.) No Member may hold more than five proxies for any Association vote; provided however that any member of the Board of Directors may vote more than five proxies so long as such proxies are instructed.

A sample proxy is attached as Exhibit A hereto.

Exhibit A
to the Bylaws

COMPTON VILLAGE HOMEOWNERS ASSOCIATION

INSTRUCTIONS FOR PROXIES

1. USE THE PROXY ONLY IF YOU DO NOT WISH TO VOTE IN PERSON.
2. THE PROXY MAY BE REVOKED ONLY BY ACTUAL NOTICE TO THE PRESIDENT OF THE ASSOCIATION (OR OTHER PERSON PRESIDING OVER THE MEETING IF NOT THE PRESIDENT).
3. Print your name, address and Lot number(s).
4. Print the name of the person you wish to designate as your proxy.
5. If you wish to have someone else vote on your behalf (Uninstructed Proxy): Check appropriate box.
6. If you wish to indicate your vote (Instructed Proxy): Check the appropriate box and, as appropriate, fill in the names of the candidates for the Board of Directors for whom you wish to vote, or how you wish to vote on each issue to be decided addressed in the meeting notice.
7. Insert the proxy form into an envelope. The proxy must be filed with the Secretary before commencement of the meeting on _____, 19____ at _____ a.m./p.m. Someone will be available to accept the proxy during the registration period from _____ a.m./p.m. until _____ a.m./p.m. However, if possible, please mail or deliver the envelope containing the proxy form to Compton Village Homeowners Association, c/o _____, Secretary _____ no later than 5:00 p.m. _____, 19____.
8. Send a copy of the proxy form to the person you have designated as your proxy.

PROXY FORM

Address _____ Lot No. _____

(I) (WE) _____ AND _____
(Print) (Print)

Under the provisions of Section 4.4 of the Bylaws, hereby grant(s) (MY) (OUR) proxy to _____ for the sole purpose of casting (my) (our) votes at the meeting on _____, 19____ or any subsequent meeting called due to a failure to obtain a quorum at the first attempt to hold the meeting.

Check the appropriate box:

_____ The person named in this proxy may cast (my) (our) votes for any _____ candidates for the Board of Directors he or she chooses.

_____ The person named in this proxy must cast (my) (our) votes for the following candidates for the Board of Directors:

_____ The person named in this proxy must cast (my) (our) votes _____ for _____ against the proposal to

_____.

The person named in this proxy may cast (my) (our) votes on any other matter that may arise at the meeting as he or she sees fit.

(Owner's Signature)

(Owner's Signature)

Date: _____

Date: _____

Note: The proxy must be filed with the Secretary before the commencement of the meeting on _____, 19____ at _____ a.m./p.m., at _____ (Location).

COMPTON VILLAGE HOMEOWNERS
ASSOCIATION DISCLOSURE PACKET

TO: _____
FROM: Compton Village Homeowners Association
State of Incorporation: Virginia
Name and Address of Registered Agent: R. Mark Dare,
3110 Fairview Park Drive, Suite 1400, P.O. Box 12001,
Falls Church, Virginia 22042
RE: Lot No. _____, Compton Village,
Fairfax County, Virginia
DATE: _____, 19____

In accordance with Section 55-512 of the Virginia Property Owners' Association Act, as amended, the Association hereby certifies that based on its best knowledge and belief the information set forth below is accurate as of the date hereof.

A. The status of assessments and mandatory fees or charges with respect to the Lot is as follows:

Current assessment due _____	\$ _____
Assessment in arrears _____	\$ _____
Other fees or charges due _____	\$ _____
Fees or charges in arrears _____	\$ _____
TOTAL DUE	\$ _____
Known assessments, fees and charges for the current fiscal year not yet due	\$ _____

The Association levies annual assessments (which may be payable in equal periodic installments) to pay Common Expenses. Additional assessments may also be levied for the same purpose. A fee of \$_____ is currently charged by the Association for the preparation of an Association Disclosure Packet (such as this one). A late charge of \$_____ is currently applied to any assessment or installment thereof not paid within fifteen days after the date it becomes due. The Association also has the power pursuant to Articles 5 and 12 of the Declaration and Section 55-513 of the Virginia Property Owners' Association Act to levy individual assessment against a specific Owner for failing to comply with the provisions of the Governing Documents. There are no other fees or charges imposed by the Association or any other entity or facility except:

[Fill in if applicable]

B. Attached is a statement of capital expenditures made or anticipated for the current fiscal year and, to the extent such information is available, the two succeeding fiscal years.

C. As of the date hereof, there is an outstanding balance in the reserve for the replacement funds (reserve accounts) of approximately \$_____. Of that balance, the following amounts, if any, have been designated by the Board of Directors for the following specific projects:

[Fill in if applicable.]

D. Attached is (1) a copy or summary of the current operating budget, and (2) a copy or summary of the income and expense statement or financial statement for the year ended _____, 19____, the most recent fiscal year for which such statement is available.

E. There are no unsatisfied judgments against the Association nor any pending suits (other than collection cases) in which the Association is a party which could or would have a material impact on the Association or which relate to the Lot referenced above, except as follows:

[Fill in status and nature if applicable.]

F. The Association holds hazard, property damage and liability insurance policies covering the Common Area as required by the Declaration in the following amounts: _____ hazard and property damage; _____ liability. The Association also maintains fidelity bonds in the amount of _____. It is suggested that each Owner obtain insurance covering property damage to such Owner's Lot and personal property contained therein as well as insurance covering personal liability. You are urged to review Article 9 of the Declaration and to consult with your insurance agent. Copies of the insurance policies are available for inspection or information is obtainable as follows:

[Fill in Contact for Insurance Information.]

G. The Association has not given notice to the Owner of the Lot and has no knowledge of whether improvements or alterations made to the Lot or uses made of the Lot or Common Areas assigned to the Lot, if any, are in violation of the documents listed below except as follows:

[Fill in if applicable.]

H. The Class A Members are Owners of Lots other than the Developer, a Class A Member is entitled to one vote for each completed Living Unit located on the Lot owned by such Member, except that a Member owning a Lot containing a Multifamily Rental Building shall be entitled to one vote for each two completed Living Units. The Class B Member shall be the Developer, who is entitled to 625 votes, less the number of votes held by the Class A Members. The Developer's voting rights may increase under certain circumstances, as provided in Article 3 of the Articles of Incorporation and Article 3 of the Declaration. This voting scheme gives the Developer a majority of the votes in the Association until approximately 75% of the Lots are conveyed to Owners other than the Declarant or a Builder.

I. Attached is a copy of the Declaration, applicable Supplementary Declaration, Articles of Incorporation, Bylaws, Rules and Regulations of the Association (to the extent such documents exist), including all amendments.

J. A portion of the property located within the Development Limits shown on the intersection of Exhibit B to the Declaration as part of Phase II and adjacent to Centreville Road and Compton Road, may be used for non-residential purposes.

The Association contact for questions regarding this Disclosure Packet is _____

(Name, Address and Telephone Number)

NOTE: Pursuant to Section 12.1 of the Declaration, the purchaser of a Lot must give written notice to the Secretary of the Association stating the new Owner's name and address, the number or address of the Lot, and the scheduled date and place of conveyance, if notice is given in advance.

COMPTON VILLAGE HOMEOWNERS ASSOCIATION

POOL RULES

(Final – June 2011)

CV pool facilities are community facilities. Pool rules and policies provide maximum benefit to Association members while maintaining a safe and wholesome environment for the community. The pool managers/operators at the facilities are responsible for interpreting the pool rules and policies and for making on-site decisions that must be obeyed by all patrons. Any disagreement with the manager's/operator's decisions may be presented to the HOA Director at the HOA Office.

GENERAL POOL FACILITY RULES

1. Lifeguards are in charge of pool facility operations and enforcing CV HOA health and safety rules. Their instructions must be followed without hesitation.
2. Admission: Use of the pool facility is restricted to those with valid CV HOA pool passes.
 - a. Pool passes must be presented at the entrance to the pool facility.
3. Supervision: A swimmer must be at least 12 years old and have passed a swimming test to attend the pool unaccompanied. An unaccompanied swimmer must be able to swim 25 meters, non-stop, without touching the bottom and tread water for one (1) minute. Children younger than 12 must be accompanied and supervised by someone at least 16 years old. Groups of two or more children, 9 years old and younger, must be supervised by someone at least 18 years old.
4. No pets are allowed in the pool area except Service Animals.
5. Intoxicants are not allowed in the pool area.
6. Anyone that appears intoxicated will be refused entry into the pool facility.
7. Pool furniture and personal furniture must be kept outside the deck perimeter. Lifeguards may request furniture be moved further from the pool if it impedes line of vision or pedestrian traffic around the pool.
8. The following actions are not permitted within the pool facilities: running, pushing, dunking, wrestling, punching, standing or sitting on another person's shoulders, chewing gum, spitting, somersaults from the sides of the pool, or any other action that, in the view of the lifeguards, detracts from maintaining a safe and healthy environment.
9. Individuals wearing street shoes at the pool facility must remain outside the pool perimeter.
10. No street clothes allowed in pool.
11. Breakable objects (such as glass containers) are not permitted in the pool area.
12. Radios and other electronic equipment must be kept at a moderate volume that does not impede the lifeguard's verbal instructions and does not disturb others using the pool facility. Headsets are recommended.

13. There will be no smoking anywhere inside the pool area. This includes the restrooms.
14. All trash must be placed in the provided receptacles.
15. Food and drink must be kept at least 10 feet away from the edge of the pool.
16. Swim fins, kick boards, diving rings and Nerf balls are permitted in the pool during uncrowded conditions. Lifeguards may prohibit their use at any time in the interest of safety. Only tempered or safety glass swim masks are permitted (must be imprinted on mask) and only in uncrowded conditions.
17. The only artificial supports permitted in the main pool are Water Wings or USCG approved life vests. Other flotation devices will be allowed only in uncrowded conditions. Lifeguards may prohibit their use at any time in the interest of safety.
18. Profanity is prohibited.
19. There will be a 15 minute break every hour, except for the last hour of operation, starting 45 minutes after the hour. During these breaks, only swimmers utilizing the pool for lap swim are permitted in the pool during this time. The wading pool is not affected by the break.
20. Swimmers not toilet trained must wear swim diapers or cloth diapers with plastic pants when using the main pool or wading pool. Disposable diapers are not allowed.
21. Diving is prohibited.
22. Tossing objects to an individual entering the pool from the deck area is prohibited.

WADING POOL

1. Use of the wading pool is limited to children 5 years old and under.
2. Swimmers using the wading pool must be accompanied and supervised by someone at least 16 years old.
LIFEGUARDS DO NOT GUARD THE WADING POOL.
3. Play toys used in the wading pool are limited to small, floating, non-breakable items.

LOSS OF SWIMMING PRIVILEGES

VIOLATION OF POOL RULES OR LIFEGUARD INSTRUCTION:

1. The pool facility management may suspend swimming privileges for up to three days for failure to comply with any of the pool rules or instructions given by the lifeguard. If the pool facility management deems it necessary to suspend swimming privileges for more than three days, they will notify the HOA Director in writing within 24 hours of the incident.

2. The HOA Director may suspend swimming privileges for up to seven days based on the pool management report.
3. If the HOA Director considers the infraction to be severe enough to remove swimming privileges for more than seven days, the case will be presented to the Board of Directors for evaluation. The Board of Directors may suspend swimming privileges for a period not to exceed sixty days.

VANDALISM AND/OR TRESPASSING:

1. Individuals caught vandalizing and/or trespassing pool facilities are automatically barred from the pool facilities for seven days. During this seven day period, the Board of Directors will vote on extending the suspension.
2. Individuals caught vandalizing and/or trespassing pool facilities will be prosecuted.

NOTE: Individuals who have lost their swimming privileges for more than seven days may appeal to the Board of Directors.

I AM IN AGREEMENT WITH AND WILL BE RESPONSIBLE FOR AND ABIDE BY ALL COMPTON VILLAGE HOMEOWNERS ASSOCIATION POOL RULES AND REGULATIONS THAT GOVERN THE POOL FACILITY.

SIGNATURE: _____

DATE: _____

SIGNATURE: _____

DATE: _____

Resolutions

(Most Recent on Top)

COMPTON VILLAGE HOMEOWNERS ASSOCIATION

POLICY RESOLUTION NO. 1-2013

**ASSESSMENT BILLING AND COLLECTION OF
DELINQUENT ACCOUNTS PROCEDURES**

WHEREAS, Sections 55-515 and 55-513 of the Virginia Property Owners Association Act ("Act") require that each Owner, tenant, or occupant of a Lot comply with the Act, and the Declarations of Covenants, Conditions and Restrictions ("Declaration") of Compton Village Homeowners Association ("Association") and the rules and regulations of the Association (collectively, the "Governing Documents"), as may be amended from time to time; and

WHEREAS, Article V of the Declaration provides for the Association to establish and collect from the Lot Owners assessments to provide for the maintenance of Common Area and payment of other common expenses; and

WHEREAS, Article V, Section 5.1 of the Declaration obligates each Lot Owner to pay all assessments and charges levied by the Association which are secured by a continuing lien upon the property against which the assessment is made and that no owner may waive or otherwise escape liability for the assessment by non-use of the Common Area or by abandonment of his Lot; and

WHEREAS, Article VI of the Bylaws of Compton Village Homeowners Association ("Bylaws") authorizes the Association's Board of Directors ("Board") to exercise for the Association all the powers, duties and authority vested in or delegated to the Association and not reserved to the membership; and

WHEREAS, Article VI, Section 6.8(iv) of the Bylaws provides that the Board may adopt and publish rules and regulations governing the use of the Common Areas and facilities; and

WHEREAS, Article V, Section 5.8 of the Declaration and Section 55-513 of the Act provides that the Board may suspend the voting rights of an Owner and/or an Owner's right to use the recreational facilities or services provided through the Association for nonpayment of assessments which are more than sixty (60) days past due; and

WHEREAS, Article XII, Section 12.2(b) of the Declaration provides that the Board has the right to accelerate payment of assessments; and

WHEREAS, Article X, Section 5.8 of the Declaration provides that any assessment which is not paid within fifteen (15) days after the date due shall be delinquent; and

WHEREAS, Article V, Section 5.8 of the Declaration provides that a late charge of twenty-five dollars (\$25.00) per month or such other amounts as may be established by resolution of the Board shall be added to any delinquent assessment; and

WHEREAS, Article XII, Section 12.1 (c) of the Declaration provides that if an assessment is not paid within fifteen (15) days after the due date, the Association may provide Registered Notice to the Owner that in the event payment together with late fees is not paid within thirty (30) days from the date of such Registered Notice, then an action at law may be brought against the Owner; and

WHEREAS, Article XII, Section 12.1(c) of the Declaration provides that in any proceedings arising out of an alleged default by an Owner in paying any assessments, the Association shall be entitled to recover the costs of such proceeding along with reasonable attorneys' fees; and

WHEREAS, Article XII, Section 12.1(e) of the Declaration provides that if a default by an Owner in paying any sum assessed against such Owner's Lot continues for a period in excess of ten (10) days, interest from the due date at a rate not to exceed the lesser of the maximum permissible interest rate which may be charged by a Mortgagee under a Mortgage at such time or twelve percent (12%) per annum may be imposed at the discretion of the Board; and

WHEREAS, the Board deems it necessary and desirable to establish orderly procedures for collections of assessments.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board hereby vacates and supersedes any and all previously adopted resolutions related to or regarding assessment collection procedures, and hereby adopts the following rules and regulations to provide for the billing of assessments and collection of delinquent accounts:

I. ROUTINE COLLECTIONS

- A. **Due Dates.** The Annual Assessment for each fiscal year shall be established by the adopted operating budget for that fiscal year. The Annual Assessment shall be due and payable in four (4) equal quarterly installments. Assessment installments shall be due and payable quarterly in advance, not later than the first day of each quarter to which they apply.
- B. **Lot Owner's Mailing Address.** All documents, correspondence and notices regarding assessments shall be mailed first-class to the address appearing on the books of the Association, or as modified in writing to the Association by the Lot Owner. Lot Owners have the responsibility of informing the Association, in writing, of their correct "address of record" and any subsequent changes to their address.
- C. **Invoices and Other Notices.** Non-receipt of an invoice, payment coupon or other notice shall in no way relieve the Owner of the obligation to pay the assessment when due. If a Lot Owner does not receive a notice within the expected or required time period, it is the Lot Owner's responsibility to contact the Association's management agent immediately to obtain a copy of the notice and to confirm the Lot Owner's correct mailing address.

II. REMEDIES FOR NONPAYMENT OF ASSESSMENT

- A. **Late Notice.** The Association or the Association's management agent shall send a "Late Notice" to all Lot Owners who have not paid assessments or charges in full by the fifteenth (15) day of the first month of the quarter. Non-receipt of such notice does not relieve the Lot Owner of his or her obligation to pay the assessment or the resulting late fees, costs, attorneys' fees or other applicable charges. Additional late notices or "reminder" notices may be sent to a delinquent Lot Owner, at the Board's discretion, prior to referral of an account to legal counsel. The Late Notice shall warn that if the overdue assessments become more than sixty (60) days in arrears, the right of the Lot Owner to vote and the rights of the Lot Owner and his or her residents, tenants, and invitees to use the Common Areas or any other facilities or services provided by the Association will be suspended. If the Lot Owner requests a hearing regarding the proposed suspension, the Board will hold a hearing, consistent with the provisions of its Governing Documents related to due process. The Late Notice shall also specify that the Lot Owner shall have the right to request such a hearing and that such request must be in writing and directed to the Association.
- B. **Late Fees.** Assessment installments not received by the Association by the fifteenth (15th) day of the first month of the quarter shall be deemed late, and a late charge of twenty-five dollars (\$25.00) shall automatically be added to the account and shall be a part of the continuing lien and personal obligation for assessments, as provided for in the Bylaws, until all sums due and owing shall have been paid in full.
- C. **Returned Checks.** If a check or electronic debit is returned or rejected for insufficient funds, the Lot Owner's account shall be assessed a return check/debit processing charge of not more than twenty-five dollars (\$25.00), plus the bad check/debit return fee, if any, charged to the Association by the bank. If the Association receives from any Lot Owner, in any calendar year, two or more returned checks or rejected electronic debits, the Board may require all future payments to be made by certified check, cashier's check, or money order for the remainder of that fiscal year.
- D. **Interest.** Any sum assessed that is not paid within ten (10) days of the due date shall bear interest at a rate of twelve percent (12%) per annum from the due date until paid. The failure of the Association to post interest charges on a Lot Owner's account does not waive the Association's right to later charge, demand and collect interest from the applicable due date if the account is forwarded to legal counsel for collection, and the Association's legal counsel is hereby authorized to demand and collect interest on the overdue amounts accruing from the applicable due dates.
- E. **Other Charges.** Other charges assessed pursuant to the Association's Governing Documents or Section 55-513 of the Act shall also be collected in the same manner as an assessment or as otherwise determined by the Board.
- F. **Acceleration.** If payment in full (including late fees) is not received by the sixtieth

(60th) day after the due date, a "Notice of Intent to Accelerate Installments and file a Memorandum of Lien" shall be mailed to the Lot Owner.

- G. **Referral to Legal Counsel.** If payment in full (including any assessment installment or other charge, returned check charges, any late fees, interest and postage charges) is not received by the Association or the management agent by the sixty-fifth (65th) day of the quarter, then the Association shall refer the account to the Association's legal counsel for collections. Counsel shall mail a Demand Letter which notifies the Lot Owner of legal action which may be taken against him or her by the Association.
- H. **Demand by Counsel and Lien Filing.** If payment in full of the amounts due (including any returned check charges, late fees, interest, postage and attorney's fees) remain past due as of the tenth (10th) day following receipt of the Demand Letter from the Association's legal counsel, the Association shall authorize its legal counsel to automatically accelerate the remaining Annual Assessment installments and declare the full amount of the balance of the Annual Assessments due and payable and a Memorandum of Lien may be filed. Nonreceipt shall not prevent the Association from filing a lien within the statutory deadline. Reasonable attorneys' fees and the costs of collection, including, the late charge(s), the costs of the certified notices, and the cost of filing and releasing the Memorandum of Lien, shall be added to the account, and the delinquent Lot Owner shall be liable for said costs and attorney's fees.
- I. **Suspension of Rights and Suit Filing.** If payment in full of all amounts due is not received by legal counsel or the Association's management agent by the sixtieth (60th) day after the due date, the Lot Owner's rights, and the rights of the Lot Owner's residents, tenants, and invitees to facilities and services provided by the Association (as provided in paragraph A above) will be automatically suspended (unless a hearing is requested), and a civil suit may be filed personally against the delinquent Lot Owner.
- J. **Further Legal Action.** If an account remains delinquent after the initiation of legal action (for example, the filing of a lien or civil suit), the Association's legal counsel is authorized to take other appropriate legal action to collect the sums due, except as provided in Paragraph K below or unless directed otherwise by the Board. Once a judgment is entered against a Lot Owner, further legal actions may include, but are not limited to, garnishment of wages, rent and/or bank accounts, and the attachment of vehicles or other assets.
- K. **Action to Enforce Lien.** If a lien remains unpaid, a suit to enforce the lien and foreclose on the Lot may be filed or a nonjudicial foreclosure action may be commenced within thirty-six (36) months of the date the lien is recorded (or such other period as may be authorized by the Act from time to time.)
- L. **Board Waiver.** The Board may grant a waiver of any provision herein, except filing the Memorandum of Liens beyond the statutory deadline, at its discretion by a Lot Owner alleging a temporary hardship. However, an Owner wishing to request such

waiver must appear in person before the Board and also make a written request for the Association records. The Board is not obligated to approve such a request. Any such relief granted to a Lot Owner shall be appropriately documented in the Association's files with the name of the person or persons representing the Board who granted the relief and the conditions of the relief, if any. The Board may designate the management agent, President or any other officer or agent with authority to act on behalf of the Board in this regard if a decision is needed prior to the Board's next meeting. If the Board grants a payment plan request for delinquent amounts that will extend for more than ninety (90) days, then the Board may require that the delinquent amounts be secured by a recorded Memorandum of Lien and/or by a promissory note as a condition of the payment plan.

M. Management Waiver. The Board hereby authorizes the management agent to waive the imposition of late fees on payments received by the management agent after the thirtieth (30th) day of the first month of the quarter if, in the judgment of the management agent, the delinquent Lot Owner has owned the Lot for less than three months at the time of the delinquency and the management agent determines that the delinquency was a result of a misunderstanding of the correct procedures relative to payment of the assessment. This type of waiver may be granted only once to any Lot Owner.

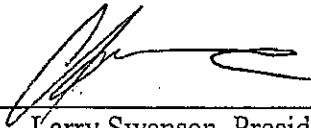
N. Application of Payments. Payments received from a Lot Owner shall be credited in the following order:

1. any collection costs for delinquent accounts, including, for example, administrative fees, certified mailing costs, lien filing/releasing costs, and court costs;
2. any attorney's fees awarded by the court or secured by liens against the lot;
3. any late fees and returned check charges;
4. any other charges assessed against the Lot Owner's account (for example, for violations of the Declaration, Bylaws and rules and regulations);
5. annual and special assessments, applied to the oldest outstanding amount first.

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

Resolved this 18th day of September, 2013, by the Board of Directors of the Compton Village Homeowners Association.

BY: _____


Larry Swanson, President

COMPTON VILLAGE HOMEOWNERS ASSOCIATION
RESOLUTION ACTION RECORD

Resolution Type: Policy No. 1-2013

Pertaining to: Assessment Billing and Collection of Delinquent Accounts Procedures

Motion by: John Collier Seconded by: John Ragano

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>Larry Swanson</u> , President	✓	_____	_____	_____
<u>Justin Ebersole</u> , Vice President	✓	_____	_____	_____
<u>Garcner Grant</u> , Secretary	✓	_____	_____	_____
<u>John Collier</u> , Treasurer	✓	_____	_____	_____
<u>John Ragano</u> , Director	✓	_____	_____	_____
<u>John Griffin</u> , Director	✓	_____	_____	_____

ATTEST:

This Resolution was duly adopted at a meeting of the Board of Directors of Compton Village Homeowners Association on the 18 day of Sept., 2013.

BY: Garcner W. Grant
 _____, Secretary

9/18/13
 Date

Resolution effective: Sept. 1, 2013.

COMPTON VILLAGE HOMEOWNERS ASSOCIATION

POLICY RESOLUTION 2012- 3

**ASSESSMENT BILLING AND COLLECTION OF
DELINQUENT ACCOUNTS PROCEDURES**

WHEREAS, Sections 55-515 and 55-513 of the Virginia Property Owners Association Act ("Act") require that each Owner, tenant, or occupant of a Lot comply with the Act, and the Declaration of Covenants, Conditions and Restrictions ("Declaration") of Compton Village Homeowners Association' ("Association") and the rules and regulations of the Association (collectively, the "Governing Documents"), as may be amended from time to time; and

WHEREAS, Article V of the Declaration provides for the Association to establish and collect from the Lot Owners assessments to provide for the maintenance of Common Area and payment of other common expenses; and

WHEREAS, Article V, Section 5.1 of the Declaration obligates each Lot Owner to pay all assessments and charges levied by the Association which are secured by a continuing lien upon the property against which the assessment is made and that no owner may waive or otherwise escape liability for the assessment by non-use of the Common Area or by abandonment of his Lot; and

WHEREAS, Article VI of the Bylaws of Compton Village Homeowners Association ("Bylaws") authorizes the Association's Board of Directors ("Board") to exercise for the Association all of the powers, duties and authority vested in or delegated to the Association and not reserved to the membership; and

WHEREAS, Article VI, Section 6.8(iv) of the Bylaws provides that the Board may adopt and publish rules and regulations governing the use of the Common Areas and facilities; and

WHEREAS, Article V, Section 5.8 of the Declaration and Section 55-513 of the Act provides that the Board may suspend the voting rights of an Owner and/or an Owner's right to use the recreational facilities or services provided through the Association for nonpayment of assessments which are more than sixty (60) days past due; and

WHEREAS, Article XII, Section 12.2(b) of the Declaration provides that the Board has the right to accelerate payment of assessments; and

WHEREAS, Article X, Section 5.8 of the Declaration provides that any assessment which is not paid within fifteen (15) days after the date due shall be delinquent; and

WHEREAS, Article V, Section 5.8 of the Declaration provides that a late charge of

twenty-five dollars (\$25.00) per month or such other amount as may be established by resolution of the Board shall be added to any delinquent assessment; and

WHEREAS, Article XII, Section 12.1(c) of the Declaration provides that if an assessment is not paid within fifteen (15) days after the due date, the Association may provide Registered Notice to the Owner that in the event payment together with late fees is not paid within thirty (30) days from the date of such Registered Notice, then an action at law may be brought against the Owner; and

WHEREAS, Article XII, Section 12.1 (c) of the Declaration provides that in any proceedings arising out of an alleged default by an Owner in paying any assessments, the Association shall be entitled to recover the costs of such proceeding along with reasonable attorneys' fees; and

WHEREAS, Article XII, Section 12.1(e) of the Declaration provides that if a default by an Owner in paying any sum assessed against such Owner's Lot continues for a period in excess of ten (10) days, interest from the due date at a rate not to exceed the lesser of the maximum permissible interest rate which may be charged by a Mortgagee under a Mortgage at such time or twelve percent (12%) per annum may be imposed at the discretion of the Board; and

WHEREAS, the Board deems it necessary and desirable to establish orderly procedures for the collection of assessments.

NOW, THEREFORE, be it resolved that the Board hereby vacates and supersedes any and all previously adopted resolutions related to or regarding assessment collection procedures, and hereby adopts the following rules and regulations to provide for the billing of assessments and collection of delinquent accounts:

I. ROUTINE COLLECTIONS

A. Due Dates. The Annual Assessment for each fiscal year shall be established by the adopted operating budget for that fiscal year. The Annual Assessment shall be due and payable in four (4) equal quarterly installments. Assessment installments shall be due and payable quarterly in advance, not later than the first day of each quarter to which they apply.

B. Lot Owner's Mailing Address. All documents, correspondence and notices regarding assessments shall be mailed first-class to the address appearing on the books of the Association, or as modified in writing to the Association by the Lot Owner. Lot Owners have the responsibility of informing the Association, in writing, of their correct "address of record" and any subsequent changes to their address.

C. Invoices and Other Notices. Non-receipt of an invoice, payment coupon or other notice shall in no way relieve the Owner of the obligation to pay the assessment when due.

If a Lot Owner does not receive a notice within the expected or required time period, it is the Lot Owner's responsibility to contact the Association's management agent immediately to obtain a copy of the notice and to confirm the Lot Owner's correct mailing address.

II. REMEDIES FOR NONPAYMENT OF ASSESSMENT

A. **Late Notice.** The Association or the Association's management agent shall send a "Late Notice" to all Lot Owners who have not paid assessments or charges in full by the fifteenth (15th) day of the first month of the quarter. Non-receipt of such notice does not relieve the Lot Owner of his or her obligation to pay the assessment or the resulting late fees, costs, attorneys' fees or other applicable charges. Additional late notices or "reminder" notices may be sent to a delinquent Lot Owner, at the Board's discretion, prior to referral of an account to legal counsel. The Late Notice shall warn that if the overdue assessments become more than sixty (60) days in arrears, the right of the Lot Owner to vote and the rights of the Lot Owner and his or her residents, tenants, and invitees to use the Common Areas and any other facilities or services provided by the Association will be suspended. If the Lot Owner requests a hearing regarding the proposed suspension, the Board will hold a hearing, consistent with the provisions of its Governing Documents related to due process. The Late Notice shall also specify that the Lot Owner shall have the right to request such a hearing and that such request must be in writing and directed to the Association.

B. **Late Fees.** Assessment installments not received by the Association by the fifteenth (15th) day of the first month of the quarter shall be deemed late, and a late charge of thirty dollars (\$30.00) shall automatically be added to the account and shall be a part of the continuing lien and personal obligation for assessments, as provided for in the Bylaws, until all sums due and owing shall have been paid in full.

C. **Returned Checks.** If a check or electronic debit is returned or rejected for insufficient funds, the Lot Owner's account shall be assessed a returned check/debit processing charge of not more than twenty-five dollars (\$25.00), plus the bad check/debit return fee, if any, charged to the Association by the bank. If the Association receives from any Lot Owner, in any calendar year, two or more returned checks or rejected electronic debits, the Board may require all future payments to be made by certified check, cashier's check, or money order for the remainder of that fiscal year.

D. **Interest.** Any sum assessed that is not paid within ten (10) days of the due date shall bear interest at a rate of twelve percent (12%) per annum from the due date until paid. The failure of the Association to post interest charges on a Lot Owner's account does not waive the Association's right to later charge, demand and collect interest from the applicable due date if the account is forwarded to legal counsel for collection, and the Association's legal counsel is hereby authorized to demand and collect interest on the overdue amounts accruing from the applicable due dates.

E. **Other Charges.** Other charges assessed pursuant to the Association's Governing Documents or Section 55-513 of the Act shall also be collected in the same manner as an

assessment or as otherwise determined by the Board.

F. Acceleration. If payment in full (including late fees) is not received by the sixtieth (60th) day after the due date, a "Notice of Intent to Accelerate Installments and file a Memorandum of Lien" shall be mailed to the Lot Owner.

G. Referral to Legal Counsel. If payment in full (including any assessment installment or other charge, returned check charges, any late fees, interest and postage charges) is not received by the Association or the management agent by the sixty-fifth (65th) day of the quarter, then the Association shall refer the account to the Association's legal counsel for collections. Counsel shall mail a Demand Letter which notifies the Lot Owner of legal action which may be taken against him or her by the Association.

H. Demand by Counsel and Lien Filing. If payment in full of the amounts due (including any returned check charges, late fees, interest, postage and attorney's fees) remain past due as of the tenth (10th) day following receipt of the Demand Letter from the Association's legal counsel, the Association shall authorize its legal counsel to automatically accelerate the remaining Annual Assessment installments and declare the full amount of the balance of the Annual Assessments due and payable and a Memorandum of Lien may be filed. Nonreceipt shall not prevent the Association from filing a lien within the statutory deadline. Reasonable attorneys' fees and the costs of collection, including, the late charge(s), the costs of the certified notices, and the costs of filing and releasing the Memorandum of Lien, shall be added to the account, and the delinquent Lot Owner shall be liable for said costs and attorneys' fees.

I. Suspension of Rights and Suit Filing. If payment in full of all amounts due is not received by legal counsel or the Association's management agent by the sixtieth (60th) day after the due date, the Lot Owner's rights, and the rights of the Lot Owner's residents, tenants, and invitees to facilities and services provided by the Association (as provided in paragraph A above) will be automatically suspended (unless a hearing is requested), and a civil suit may be filed personally against the delinquent Lot Owner.

J. Further Legal Action. If an account remains delinquent after the initiation of legal action (for example, the filing of a lien or civil suit), the Association's legal counsel is authorized to take other appropriate legal action to collect the sums due, except as provided in Paragraph K below or unless directed otherwise by the Board. Once a judgment is entered against a Lot Owner, further legal actions may include, but are not limited to, garnishment of wages, rent and/or bank accounts, and the attachment of vehicles or other assets.

K. Action to Enforce Lien. If a lien remains unpaid, a suit to enforce the lien and foreclose on the Lot may be filed or a nonjudicial foreclosure action may be commenced within thirty-six (36) months of the date the lien is recorded (or such other period as may be authorized by the Act from time to time).

L. **Board Waiver.** The Board may grant a waiver of any provision herein, except filing of Memoranda of Liens beyond the statutory deadline, at its discretion by a Lot Owner alleging a temporary hardship. However, an Owner wishing to request such waiver must appear in person before the Board and also make a written request for the Association records. The Board is not obligated to approve such a request. Any such relief granted to a Lot Owner shall be appropriately documented in the Association's files with the name of the person or persons representing the Board who granted the relief and the conditions of the relief, if any. The Board may designate the management agent, President or any other officer or agent with authority to act on behalf of the Board in this regard if a decision is needed prior to the Board's next meeting. If the Board grants a payment plan request for delinquent amounts that will extend for more than ninety (90) days, then the Board may require that the delinquent amounts be secured by a recorded Memorandum of Lien and/or by a promissory note as a condition of the payment plan.

M. **Management Waiver.** The Board hereby authorizes the management agent to waive the imposition of late fees on payments received by the management agent after the thirtieth (30) day of the first month of the quarter if, in the judgment of the management agent, the delinquent Lot Owner has owned the Lot for less than three months at the time of the delinquency and the management agent determines that the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment. This type of waiver may be granted only once to any Lot Owner.

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

1. any collection costs for delinquent accounts, including, for example, administrative fees, certified mailing costs, lien filing/releasing costs, and court costs;
2. any attorney's fees awarded by the court or secured by liens against the Lot;
3. any late fees and returned check charges;
4. any other charges assessed against the Lot Owner's account (for example, for violations of the Declaration, Bylaws and rules and regulations);
5. annual and special assessments, applied to the oldest outstanding amount first.

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

COMPTON VILLAGE HOMEOWNERS ASSOCIATION

RESOLUTION ACTION RECORD

Policy Resolution No.: 2012- 3

Pertaining to: Assessment Billing and Collection of Delinquent Accounts Procedures

Duly adopted at a meeting of the Board of Directors of Compton Village Homeowners Association, held Sept. 19, 2012.

Motion by: [Signature] Seconded by: JUSTIN EBERSOLE

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>Justin Ebersole</u> , Director	✓	_____	_____	_____
<u>Thomas M. Woguel</u> , Director	✓	_____	_____	_____
<u>[Signature]</u> , Director	✓	_____	_____	_____
<u>[Signature]</u> , Director	✓	_____	_____	_____
_____, Director	_____	_____	_____	_____

ATTEST:
[Signature]
Secretary

9/19/12
Date

Book of Minutes - 2012

Resolution effective as of Sept. 20 2012.

COMPTON VILLAGE HOMEOWNERS ASSOCIATION

POLICY RESOLUTION NO. 2-2012

Resolution Regarding Complaint Procedures

WHEREAS, Article 6, Section 6.8(iii) of the Bylaws of Compton Village Homeowners Association ("Bylaws") grants the authority to the Compton Village Homeowners Association ("Association") Board of Directors ("Board") to adopt board resolutions to be incorporated into the Rules and Regulations and to follow procedures for adoption and publication of the same, including provisions for hearing and notice to Members for resolutions regarding rules, the annual budget and other matters affecting the rights of Members;

WHEREAS, Article 3, Section 3.3(c)(2) of the Compton Village Declaration of Covenants, Conditions and Restrictions ("Declaration") and Article 6, Section 6.8(iv) of the Bylaws further grants the Board the authority to adopt and publish rules and regulations, including fees, if any, governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon, and to incorporate the same into the Rules and Regulations;

WHEREAS, Section 54.1-2348 of the Code of Virginia (1950, as amended) (the "Code") created the Common Interest Community Board (the "CICB") to replace the Virginia Real Estate Board with respect to the administration of common interest community associations, the licensing and certification of management agents providing services thereto, etc.; and

WHEREAS, Section 55-530(E) of the Code states that the CICB shall create by regulation a requirement that each common interest community association establish reasonable procedures for the resolution of written complaints from the members of such association and other citizens; and

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors, pursuant to the Code, the Declaration and this Resolution, hereby establish the following complaint procedures pursuant to Section 55-513 of the Virginia Property Owners' Association Act.

- A. **Complaint Form.** Any lot owner, tenant or third party may submit a written complaint to the Board using the form attached hereto as Exhibit A. All written complaints must be submitted using the attached form.
- B. **Managing Agent.** All written complaints shall be mailed or otherwise delivered to the Association's managing agent to the Board's attention.
- C. **Formal Action.** The complaint shall be reviewed by the Board and action shall be taken as the Board deems appropriate in accordance with the governing documents and the Rules and Regulations previously adopted by the Board pertaining to complaint procedures.

D. **Response.** Regardless of whether the complainant is afforded a hearing opportunity, the Board shall respond in writing to the complainant within a reasonable amount of time as to the action taken, if any, and the disposition of the written complaint.

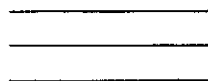
E. **Records.** The Board shall retain a record of the written complaint and any action taken by the Board in response to such complaint for a period of at least one (1) year from the date of such action.

Resolved this ____ day of _____, 2012, by the Board of Directors of the Compton Village Homeowners Association.

BY: _____
_____, President

EXHIBIT A

COMPTON VILLAGE HOMEOWNERS ASSOCIATION



COMPLAINT FORM

Pursuant to Section 55-530(E) of the Code of Virginia, 1950, as amended, the Board of Directors ("Board") of the Compton Village Homeowners Association (the "Association") has established this complaint form for use by persons who wish to register written complaints with the Association. The Board may elect not to take action on any complaint which does not include all of the information requested on this form.

Legibly describe your complaint in the area provided below. Include references to the specific facts and circumstances at issue, those individuals who have direct knowledge of such circumstances and the provisions of the Association's documents or governing law that support your complaint. If there is insufficient space, attach a separate sheet of paper to this complaint form. Also attach any supporting documents relevant to your complaint.

If, after the Board's consideration and review of your complaint, the Board issues a final decision adverse to your complaint, please be aware that you have the right to give notice to the Common Interest Community Board ("CICB") of any final adverse decision in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the CICB, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25.00 filing fee. The CICB's contact information is:

Office of the Common Interest Community Ombudsman
c/o Heather Gillespie, Esquire
Virginia Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233
(804) 367-2941
cicombudsmanoffice@dpor.virginia.gov

Sign, date and print your name and address below and submit this completed form to the Association at the address listed above. Anonymous complaints will not be accepted.

COMPLAINANT:

[Printed Name]

[Signature]

[Date]

[Address]

For Association use only:

Received by: _____ *Date:* _____

COMPTON VILLAGE HOMEOWNERS ASSOCIATION

RESOLUTION ACTION RECORD

Resolution Type: Policy No. Z-2012

Pertaining to: Complaint Procedures

Motion by: John Griffin Seconded by: Justin Ebersole

VOTE:

YES NO ABSTAIN ABSENT

Larry Swanson President

Justin Ebersole Vice President

Tom Minoque Secretary

John A. Cole Treasurer

John [unclear] Director

Thomas [unclear] Director

Jeffrey [unclear] Director

ATTEST:

This Resolution was duly adopted at a meeting of the Board of Directors of Compton Village Homeowners Association on the 18 day of July, 2012.

BY: Rosent, Secretary

7/18/12
Date

Resolution effective: July 18, 2012.

**Compton Village Homeowners Association
Policy Resolution Regarding Charges for
Examination and Copying of Books and Records**

WHEREAS, the governing documents of Compton Village Homeowners Association give the Board of Directors of the Association all powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS, effective July 1, 2012, Section 55-513(D) of the Virginia Property Owners' Association Act (the "POAA") gives the Board of Directors of a property owners association the power to establish, adopt, and enforce rules and regulations with respect to areas of responsibility assigned to the Association by the Declaration; and

WHEREAS, effective July 1, 2012, Section 55-510(D) of the POAA provides as follows:

- a. Prior to providing copies of any books and records on the request of a member in good standing, an association may impose and collect a charge, reflecting the reasonable costs of materials and labor, not to exceed the actual costs thereof;
- b. Charges may be imposed only in accordance with a cost schedule adopted by the Board of Directors; and
- c. The cost schedule shall (i) specify the charges for materials and labor, (ii) apply equally to all members in good standing, and (iii) be provided to such requesting member at the time the request is made; and

WHEREAS, the Board of Directors desires to adopt a cost schedule in accordance with Section 55-510(D) of the Virginia Property Owners Association Act;

It is therefore hereby RESOLVED as follows:

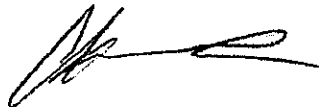
1. Prior to providing copies of any books and records on the request of a member in good standing, the Association shall impose and collect the charges specified in the Cost Schedule attached to this Resolution (which may be amended from time to time) which reflects the reasonable costs of materials and labor and does not to exceed the actual costs thereof.
2. The Cost Schedule shall apply equally to all members in good standing.
3. The Cost Schedule shall be provided to the member making a request to examine and copy books and records at the time the request is made.
4. This Resolution shall be made reasonably available to all members of the Association promptly after it is adopted.

5. This Resolution shall be effective July 18, 2012.

ADOPTED July 18, 2012.

BOARD OF DIRECTORS

Compton Village Homeowners Association

By: 

President

Attest: _____
Secretary

**Compton Village Homeowners Association
Cost Schedule**

for providing copies of any books and records on the request of a member

Per hour cost of labor to retrieve and
prepare documents for copying (up to
2 hours):

\$ 25.00/per hour

For each hour over 2 hours

\$ 35.00/per hour

Per page charge to scan or photocopy
documents:

\$ 25.00/per hour

For each hour over 2 hours

\$ 35.00/per hour

Copies shall be billed at a rate of \$0.15 per page.

The charges shall be billed in 15 minutes increments.

Guidance for completing attached Cost Schedule:

The statute provides that the costs can be imposed for providing copies of books and records. The costs that can be imposed must reflect the reasonable costs of materials and labor, and cannot to exceed the actual costs thereof.

If the Association's management company imposes a reasonable charge for retrieving and copying this information, those charges can be placed in the Cost Schedule and passed on to the owner requesting copies.

If not, you can list the actual labor charges for retrieving and copying the information. If you use an employee, the employee's salary, benefits and other employee costs can be used to calculate the hourly labor rate.

COMPTON VILLAGE HOMEOWNERS ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION NO. 2001-01

DIRECTORS ELECTED FOR STAGGERED TERMS

WHEREAS, Article 6, Section 6.7 of the Bylaws assigns the Board of Directors all powers necessary for the conduct of the affairs of the Association which are enabled by law, or the Founding Documents, and which are not specifically reserved to Members or the Developer.

WHEREAS, Article 6, Section 6.8 (vii) of the Bylaws, states the Board of Directors has the power to supervise all officers, agents and employees of the Association; and

WHEREAS, Article 4, Section 2 ("Terms") of the Articles of Incorporation, states "Appointed Directors shall serve two-year terms and may be re-elected or re-nominated. Until the expiration of the remaining terms of all Appointed Directors, all Elected Directors shall be elected for one-year terms. Upon the expiration of the final term of all the Appointed Directors, the terms of the Elected Directors shall be staggered as follows. At the first annual meeting at which all Directors are elected for staggered terms, approximately one-half of the Directors shall be elected for a one-year term and the other Directors shall be elected for two-year terms. Thereafter, all Elected Directors shall serve for two-year terms.

WHEREAS, there is a need to adopt specific rules for the terms of the Elected Directors at the first annual meeting at which all Directors are elected for staggered terms.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, hereby adopts the following resolution:

"At the first annual meeting at which all Directors are elected for staggered terms, four of the Directors will serve a two-year term and three of the Directors will serve a one-year term. Directors of seniority will choose their length of term. In the event that there are more Directors wanting to fill a certain term, then those who fill the desired position will be chosen by lot."

**COMPTON VILLAGE HOMEOWNERS ASSOCIATION, INC.
RESOLUTION ACTION RECORD**

Resolution Type: Administrative

No. 2001-01

Pertaining to: Directors Elected for Staggered Terms

Duly Adopted at a meeting of the Board of Directors held on February 21, 2001

Motion by: Frank Noce

Seconded by: Betty J. West

	Vote:			
	Yes	No	Abstain	Absent
<u>Cynthia E. Roerty, President</u> Director	<u>CER</u>	_____	_____	_____
<u>Frank Noce, Vice President</u> Director	<u>FN</u>	_____	_____	_____
<u>B. Joon Yun, Treasurer</u> Director	<u>B. Yun</u>	_____	_____	_____
<u>Betty J. West, Secretary</u> Director	<u>B. West</u>	_____	_____	_____
<u>Tiziana Ventimiglia</u> Director	<u>T. Vent</u>	_____	_____	_____
<u>David L. Hunter</u> Trustee Director	<u>D. Hunter</u>	_____	_____	_____
<u>Michelle Cohen</u> Director	<u>M. Cohen</u>	_____	_____	_____

Attest:

Betty J. West
Secretary
cc: FILE

RESOLUTION EFFECTIVE

03/21/2001
(Date)

Book of Minutes: (Year) 2001

Book of Resolutions:

Policy Page No. _____
Regulatory Page No. _____
Special Page No. _____
General Page No. _____

Compton Village Homeowner's Association
Policy Resolution #2002-01

"Rules for Engagement of Legal Counsel"

The Board of Directors (the "Board") of the Compton Village Homeowner's Association (the "HOA") has established rules regarding the engagement of legal counsel. These rules have been established to maintain cost controls for the HOA. These rules are effective upon a majority vote of the Board. Rules regarding the engagement of legal counsel are as such:

1. The Board of Directors will provide for or cause to be provided for a certain amount of funds to be allocated for legal services in each fiscal year's annual budget. The amount budgeted for legal services may vary based on the need of the HOA and as approved by the Board.
2. The Board shall select, by majority vote, the legal counsel to represent the HOA.
3. The Property Manager or other person(s) authorized to provide administrative services for the HOA may engage legal counsel for routine administrative functions. The administrative functions shall include, but not be limited to, collections, vendor disputes, contract review and general advice. The Property Manager may also engage legal counsel, provided that legal fees associated with any one matter shall not exceed one month's pro rata share of the amount in the fiscal budget unless approved by the Board in advance. The Property Manager shall obtain an estimate of all legal services outside the normal administrative functions listed above and present the proposal to the Board for approval prior to the engagement of legal counsel.
4. The Board may engage legal counsel provided that the Board has approved by majority vote the issues in which legal services are required for HOA business. No individual Board member[s] may engage legal counsel without a majority vote of the Board.
5. If the Board is in dispute over any issue or the authority of the Board to take certain actions is in dispute and a majority vote cannot be attained to engage legal counsel, the Board shall send notice to all HOA members, according to the By-laws Articles 5.1(a) relating to Notices, and call a special meeting of the HOA to resolve the issue prior to the engagement of legal counsel. A quorum of the HOA must be present to vote on the resolution of the disputed issues.
6. The Board must provide legal counsel a copy of the HOA's rules relating to engagement of legal counsel and receive an acknowledgement from such legal counsel.



(Legal Counsel's signature)

**COMPTON VILLAGE HOMEOWNERS ASSOCIATION
POLICY RESOLUTION #2002-02**

**ASSOCIATION PROHIBITED FROM SPONSORING
ALCOHOL-RELATED EVENTS**

WHEREAS, Article 6, Section 6.7 of the Bylaws assigns the Board of Directors all powers necessary for the conduct of the affairs of the Association which are enabled by law, or the Founding Documents, and which are not specifically reserved to Members or the Developer.

WHEREAS, the Board of Directors wishes to approve a policy prohibiting the Association from sponsoring any alcohol-related event.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors duly adopt the policy prohibiting the Association from sponsoring any alcohol-related event.

The Directors of the Association make this policy effective as of the date set forth below and shall deliver this Resolution to the Association at its principal place of business and direct that it be filed in the appropriate records of the Association.

Effective Date: DECEMBER 18, 2002

**COMPTON VILLAGE HOMEOWNERS ASSOCIATION, INC.
RESOLUTION ACTION RECORD**

Resolution Type: Policy
 Pertaining to: Association Prohibited from Sponsoring Alcohol-Related Events

No. 2002-02

Duly Adopted at a meeting of the Board of Directors held on December 18, 2002

Motion by: Joseph F. Cottone

Seconded by: Marvin L. Powell

	Vote:			
	Yes	No	Abstain	Absent
<u>Mark R. Woods, President</u> Director	<u>X</u>	_____	_____	_____
<u>Ronald Chivers, Vice President</u> Director	_____	_____	_____	<u>X</u>
<u>Joseph F. Cottone, Treasurer</u> Director	<u>X</u>	_____	_____	_____
<u>James L. Cannon, Secretary</u> Director	<u>X</u>	_____	_____	_____
<u>Marvin L. Powell</u> Director	<u>X</u>	_____	_____	_____
<u>David L. Hunter, Director</u>	_____	_____	_____	<u>X</u>
<u>Michelle Cohen, Director</u>	_____	_____	_____	<u>X</u>

Attest:

James L. Cannon
Secretary

RESOLUTION EFFECTIVE

12/18/02
(Date)

cc: FILE

Book of Minutes: (Year) 2002

Book of Resolutions:

Policy Page No. 02
 Regulatory Page No. _____
 Special Page No. _____
 General Page No. _____

**COMPTON VILLAGE HOMEOWNERS ASSOCIATION
POLICY RESOLUTION #2002-03**

**ASSOCIATION PROHIBITED FROM RENTING THE POOL OR POOL AREA
TO PRIVATE PARTIES -- INCLUDING RESIDENT AND
NON-RESIDENT GROUPS**

WHEREAS, Article 6, Section 6.7 of the Bylaws assigns the Board of Directors all powers necessary for the conduct of the affairs of the Association which are enabled by law, or the Founding Documents, and which are not specifically reserved to Members or the Developer.

WHEREAS, the Board of Directors wishes to approve a policy prohibiting resident and non-resident groups from renting the Association pool or pool area for private parties.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors duly adopt the policy prohibiting resident and non-resident groups from renting the Association pool or pool area for private parties.

The Directors of the Association make this policy effective as of the date set forth below and shall deliver this Resolution to the Association at its principal place of business and direct that it be filed in the appropriate records of the Association.

This Resolution may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Effective Date: DEC. 18, 2002


**COMPTON VILLAGE HOMEOWNERS ASSOCIATION, INC.
RESOLUTION ACTION RECORD**

Resolution Type: Policy No. 2002-03
 Pertaining to: Association Prohibited From Renting the Pool or Pool Area to Private Parties – Including Resident and Non-Resident Groups

Duly Adopted at a meeting of the Board of Directors held on December 18, 2002

Motion by: Joseph F. Cottone Seconded by: Marvin L. Powell

	Vote:			
	Yes	No	Abstain	Absent
<u>Mark R. Woods, President</u> Director	<u>X</u>	_____	_____	_____
<u>Ronald Chivers, Vice President</u> Director	_____	_____	_____	<u>X</u>
<u>Joseph F. Cottone, Treasurer</u> Director	<u>X</u>	_____	_____	_____
<u>James L. Cannon, Secretary</u> Director	<u>X</u>	_____	_____	_____
<u>Marvin L. Powell</u> Director	<u>X</u>	_____	_____	_____
<u>David L. Hunter, Director</u>	_____	_____	_____	<u>X</u>
<u>Michelle Cohen, Director</u>	_____	_____	_____	<u>X</u>

Attest:

 Secretary

RESOLUTION EFFECTIVE
12/18/02
 (Date)

cc: FILE

Book of Minutes: (Year) 2002

Book of Resolutions:
 Policy Page No. 03
 Regulatory Page No. _____
 Special Page No. _____
 General Page No. _____

**COMPTON VILLAGE HOMEOWNERS ASSOCIATION
POLICY RESOLUTION #2004-01**

**ASSESS CHARGE FOR VIOLATION OF THE
COUNTY NOISE ORDINANCE/CURFEW DURING
COMMUNITY CENTER RENTAL**

WHEREAS, Article 12 of the Declaration of Covenants, Conditions and Restrictions (hereinafter *Declaration*) of the Compton Village Homeowners Association, Inc. (hereinafter *the Association*) grants the Board of Directors the power to formulate, publish, and enforce reasonable rules and regulations governing the use and enjoyment of the Common area facilities and the personal conduct of the Association members and their guests thereon; and

WHEREAS, Section 55-513 and 55-514 of the Virginia Property Owners Association Act (hereinafter *the Act*), and Article 6, Section 6.2 and Article 12 of the Declaration provide the Association through its Board of Directors with the power to assess charges, fines or suspension of homeowner's rights to use the Association recreational facilities, against lot owner(s) for violations of the Governing Documents, for which the lot owner or his family members, tenants, guests or other invitees are responsible; and

WHEREAS, pursuant to Section 55-513 B of the Act, any charges assessed for violation to rules after notice and hearing shall be in amounts authorized by the Act and shall be treated as an assessment against such owner's lot as specified in Section 55-516 of the Act regarding liens. Such amounts shall be the personal obligation of the owner.

WHEREAS, the Board of Directors wishes to approve a policy assessing a charge of three-hundred dollars (\$300.00) to the assessment account of the owner or resident listed as "Permit Holder" on the Community Center Room Rental Permit if a police citation is issued to an owner, family member, tenant, guest or other invitee of said "Permit Holder" for violating the County Noise Ordinance/Curfew while renting the Compton Village Homeowners Association Community Center.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors duly adopt the policy to assess a charge of three-hundred dollars (\$300.00) to the assessment account of the owner or resident listed as "Permit Holder" on the Community Center Room Rental Permit if a police citation is issued to an owner, family member, tenant, guest or other invitee of said "Permit Holder" for violating the County Noise Ordinance/Curfew while renting the Compton Village Homeowners Association Community Center.

The Directors of the Association make this policy effective as of the date set forth below and shall deliver this Resolution to the Association at its principal place of business and direct that it be filed in the appropriate records of the Association.

This Resolution may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Effective Date: June 16, 2004

**COMPTON VILLAGE HOMEOWNERS ASSOCIATION, INC.
RESOLUTION ACTION RECORD**

Resolution Type: Policy

No. 2004-01

Pertaining to: ASSESS CHARGE FOR VIOLATION OF THE COUNTY NOISE
ORDINANCE/CURFEW DURING COMMUNITY CENTER RENTAL

Duly Adopted at a meeting of the Board of Directors held on June 16, 2004

Motion by: Joseph F. Cottone

Seconded by: Marvin L. Powell

	Vote:			
	Yes	No	Abstain	Absent
<u>Mark R. Woods, President</u> Director	—	—	—	<u>X</u>
<u>Ronald Chivers, Vice President</u> Director	<u>X</u>	—	—	—
<u>Joseph F. Cottone, Treasurer</u> Director	<u>X</u>	—	—	—
<u>Marvin L. Powell, Secretary</u> Director	<u>X</u>	—	—	—
<u>Joanne Askew</u> Director	<u>X</u>	—	—	—
<u>David L. Hunter</u> Director	—	—	—	<u>X</u>
<u>Michelle Cohen</u> Director	—	—	—	<u>X</u>

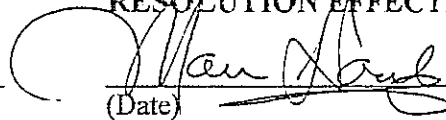
Attest:

Secretary

8/18/04

RESOLUTION EFFECTIVE

(Date)



cc: FILE

Book of Minutes: (Year) 2004

Book of Resolutions:

Policy	Page No. <u>04</u>
Regulatory	Page No. <u> </u>
Special	Page No. <u> </u>
General	Page No. <u> </u>

**RESOLUTION OF THE BOARD OF DIRECTORS
OF COMPTON VILLAGE HOMEOWNERS ASSOCIATION**

(Policies and Procedures Regarding Construction of Home)

WHEREAS, Article 6, Section 6.1 (a) of the Declaration of Covenants, Conditions, and Restrictions provides that no improvements, alterations, repairs, change of paint colors, excavations, changes in grade, or other work which in any way alters the exterior appearance of any Lot or the improvements located thereon from its natural or improved state existing on the date such property was first subject to the Declaration shall be made or done without the prior approval of the Architectural Review Board; and

WHEREAS, the Board of Directors deems it necessary and in the best interests of the Association to adopt guidelines for the construction of new structures or the reconstruction of structures;

NOW, THEREFORE, BE IT RESOLVED THAT the following guidelines to adopted for the construction of new structures or the reconstruction of structures;

I. GENERAL CRITERIA

A. New Home Construction

1. Compatibility – Newly constructed structures must be similar in size and design to the architectural characteristics of surrounding structures and the neighborhood setting.
2. Color and Materials- Newly constructed structures should also be of similar color and be made of the same or similar materials as surrounding structures.
3. Lot – The asphalt, vegetation and turf area of a Lot on which a new structure is being constructed should be similar to the asphalt, vegetation, and turf areas of the surrounding Lots.

B. Home Reconstruction

1. Compatibility – Structures that are being reconstructed must be similar in size and design to the architectural characteristics of the original structure.
2. Color and Materials- Structures that are being reconstructed should also be of similar color and be made of the same or similar materials as the original structure.

3. Lot – The asphalt, vegetation and turf area of a Lot on which a structure is being reconstructed should be similar to the asphalt, vegetation, and turf areas of the Lot prior to the event which made reconstruction necessary.

II. APPLICATION CONTENTS

Completed applications require the following information:

- A. Site plan showing the location of the proposed structure and relationship to property lines and adjacent houses.
- B. Detailed drawings and plans including exterior elevations and dimensions.
- C. Description of materials including type of siding on the proposed structure, color of siding and trim and any exterior lighting.
- D. The application should include all documents and materials provided to Fairfax County to obtain a building permit
- E. Estimated start date and completion date.

This resolution was duly adopted by the Board of Directors this 19th day of

July, 2006.

Compton Village Homeowners Association

By Joseph F. Cotton
Joseph F. Cotton, President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held on July 19, 2006

Motion by: David Orloff

Seconded by: Michael Cantagallo

VOTE:

	Yes	No	Abstain	Absent
<u>Joseph Zottman</u> President	✓	_____	_____	_____
<u>Paul D. [Signature]</u> Vice President	✓	_____	_____	_____
<u>Michael Cantagallo</u> Treasurer	✓	_____	_____	_____
<u>Marla J. Hembree</u> Secretary	✓	_____	_____	_____
<u>David Orloff</u> Director	✓	_____	_____	_____

ATTEST:

Marla J. Hembree
Secretary

7/19/06
Date

I hereby certify that a copy of the foregoing resolution was mailed to all Association owners of record on September 1, 2006 (in newsletter)

Marla J. Hembree
Secretary

Compton Village Homeowners Association, Inc.

Regulatory Resolution No. 2001-02

Rule Violation: Complaint and Due Process Procedure

WHEREAS, Article 12 of the Declaration of Covenants, Conditions and Restrictions (hereinafter *Declaration*) of the Compton Village Homeowners Association, Inc., (hereinafter *the Association*) grants the Board of Directors the power to formulate, publish, and enforce reasonable rules and regulations governing the use and enjoyment of the Common Area facilities and the personal conduct of the Association members and their guests thereon; and

WHEREAS, Section 55-515 of the Virginia Property Owners Association Act, Code of Virginia (1950, as amended) (hereinafter *the Act*) and Article 3 and Article 6 of the Declaration, charge all lot owners and their tenants, guests and invitees with compliance with the Declaration, Bylaws, Rules, and Regulations (hereinafter the *Governing Documents*) of the Association as amended; and

WHEREAS, Section 55-513 and 55-514 of the Act, and Article 6, Section 6.2 and Article 12 of the Declaration provide the Association through its Board of Directors with the power to assess charges, fines or suspension of homeowner's rights to use the Association recreational facilities, against lot owner(s) for violations of the Governing Documents, for which the lot owner or his family members, tenants, guests or other invitees are responsible; and

WHEREAS, Section 55-513 B of the Act further provides that certain procedures must be followed before such charges may be assessed; and

WHEREAS, it is the intent of the Board of Directors to enforce the Governing Documents for the benefit and protection of the Association's lot owners and residents by establishing procedures which ensure due process and consistency of enforcement.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors is hereby empowered to assess charges pursuant to Section 55-514 of the Act and/or suspend owners rights to use the Association facilities and shall assess such charges, fines or suspension of Association rights only after the following procedures have been followed.

Complaint and Due Process Procedures

The Board of Directors or the Architectural Review Board, with the consent of the Board of Directors, before imposing any charges or before taking any action affecting one or more specific owners, shall afford such person(s) the following due process rights.

I. Definitions:

"Board of Directors" means the executive body of a property owners' association, or a committee which is exercising the power of the executive body by resolution or bylaw.

"Common area" means property within a development which is owned, leased or required by the declaration to be maintained or operated by a property owners' association for the use of its members and designated as common area in the declaration.

"Declaration" means any instrument, however denominated, recorded among the land records of the county or city in which the development or any part thereof is located, that either (i) imposes on the association maintenance or operational responsibilities for the common area in an amount in excess of \$150 per year per lot as a regular annual assessment or (ii) creates the authority in the association to impose on lots, or on the owners or occupants of such lots, or on any other entity any mandatory payment of money in an amount in excess of \$150 per year per lot as a regular annual assessment in connection with the provision of maintenance and/or services for the benefit of some or all of the lots, the owners or occupants of the lots, or the common area. "Declaration" includes any amendment or supplement to the instruments described in this definition. "Declaration" shall not include a declaration of a condominium, real estate cooperative, time-share project or campground.

"Property Owners' Association" or **"Association"** means an incorporated or unincorporated entity upon which responsibilities are imposed and to which authority is granted in the Declaration.

"Witness" means any person who has knowledge regarding the alleged violations against the Respondent.

"Respondent" means an Owner, other Resident, tenant or guests.

II. Complaint (See Exhibit A)

Purpose: To provide the Board of Directors with a fair, complete and accurate report of the facts of rules violation, and the correct names and addresses of owners or parties involved in order that the Board of Directors may reach a fair decision as to the remedy.

- A. Any HOA Staff member, lot owner, tenant, agent or Board member who requests the Board take action to enforce the Governing Documents and Rules shall complete, date and sign a Complaint in the form similar to and containing the information contained on Exhibit "A" hereto. The Board as a whole and by majority vote, may take action without completing a complaint form.
- B. The Complaint shall be submitted to the Board of Directors for a determination as to whether it appears that a rule or provision of the Governing Documents allegedly has been violated.
- C. The Board of Directors shall then take appropriate action, such as to direct that a demand letter be sent or that the complaint case be referred to counsel or County Authorities (see Step 3 in Exhibit-B).

III. Demand Letter (See Exhibit B)

Purpose: The demand letter is to provide the owner in violation of the Governing Documents the opportunity to rectify or correct the violation, to inform the owner of his/her due process rights to request a hearing before the Board of Directors, and to notify the owner that the Board of Directors may take action if the violation is not ceased or rectified.

- A. If determined appropriate, a written demand letter which may be on the form known as Exhibit "B" shall be sent by first class and certified United States mail, return receipt requested, to the lot owner at the address which the owner has provided to the Association or at the lot address if no other address has been provided. A copy may be sent to the tenant if there is a tenant.
- B. The demand letter shall specify the alleged violation, the action required to abate the violation and a date usually not less than ten (10) days after the date of the demand letter by which the alleged violation must be remedied. Provided, however, when the violation may constitute a health, safety or fire hazard, demand may be made to remedy the violation within twenty-four (24) hours.
- C. The demand letter shall state that if the violation is not remedied, the alleged violator must request in writing a hearing before the Board of Directors to avoid imposition of charges. The letter shall also state that if a hearing is not requested, the owner shall be deemed to have waived the opportunity for a hearing

and rules violation charges may be assessed. The demand letter may be combined with the notice of hearing referenced in the Section III of this resolution if the violation is of a serious nature or an emergency or if previous notices of violation have been sent to the owner.

IV. Notice of Hearing (See Exhibit C)

Purpose: To inform the owner in violation of the date of the hearing before the Board of Directors and to inform the owner of any possible charges and/or actions required to remedy the violation and/or suspension of homeowners rights to use Association facilities.

- A. If the alleged violation is not remedied within the date or time specified in the demand letter referenced in Section 11, or the owner requests a hearing or if the Board of Directors determines a hearing is necessary, a notice of hearing shall be sent. Notice of a hearing shall be sent by first class and certified United States mail, return receipt requested, at least fourteen (14) days in advance thereof, or within such other time as may be required by the Act, to the Lot Owner at the address which the lot owner is required to provide to the Association. Service by mailing shall be deemed effective two (2) days after the notice has been mailed by first class United States mail. The demand letter referenced in Section II-B may be combined with the notice of hearing.
- B. The notice of hearing form known as Exhibit C (attached) shall specify:
 1. The time, date and place of the hearing.
 2. That the lot owner and tenant, if applicable, shall be given an opportunity to be heard and to be represented by counsel before the Board.
 3. The alleged violation, citing provision of the Governing Documents or rules which allegedly have been violated.
 4. That the charges for violation of the Governing Documents and Rules may include assessment of up to Fifty dollars (\$50.00) for a single offense or Ten dollars (\$10.00) per day for any offense of a continuing nature or such greater amounts as may be authorized by the Virginia Property Owners Association Act which is limited to Nine-hundred dollars (\$900.00) or ninety (90) days.

V. Hearing Procedure

Purpose: This section of the resolution is designed to aid the Board of Directors in conducting a hearing in conjunction with the enforcement of rules and regulations with respect to use of the common areas and with respect to such other areas of responsibility assigned to the Association by the Declaration.

- A. **Introduction** - Pursuant to the Virginia Property Owners' Association Act (Virginia Code '55-508 et seq., 1950) and the Compton Village Declaration of Covenants, Conditions and Restrictions, Article 12 (December 23, 1992), the Board of Directors and the Architectural Review Board of the Association have the power to enforce rules and regulations contained in the Declaration and Bylaws governing Compton Village (also called "Governing Documents"). In particular, the Board of Directors and the Architectural Review Board have the power to impose charges and to suspend the right to vote in the Association or other rights in the case of an Owner found to be responsible for a violation of the Governing Documents. The Board of Directors and the Architectural Review Board also have the power to suspend the right of an Owner or other resident to use the Recreational Facilities for a reasonable period of time. However, before any such charges or suspension may be imposed, the member is to be given an opportunity to be heard and to be represented by counsel before the Board of Directors and/or the Architectural Review Board (55-513B of the Code of Virginia and Article 12, Section 12.1(i) of the Compton Village Declaration of Covenants, Conditions and Restrictions). The hearing is to be conducted fairly and impartially. Section V of this resolution will focus solely on the procedures to be followed during a

hearing held before the Board of Directors: all rules and regulations leading to the hearing itself and following the hearing are not herein discussed and outlined; for those regulations it will be necessary to refer either to the other Sections of this Resolution or to the Governing Documents which are sufficiently detailed; in addition, this section is not intended to automatically apply to hearings conducted before the Architectural Review Board.

- B. Hearing scheduling** - The hearing shall be scheduled at a reasonable and convenient time and place within the Board of Director's discretion. The Board, within its discretion, may grant a continuance. If the lot owner, for which the hearing is scheduled, requests a continuance to a different time or date, no further notice shall be required.
- C. Private hearing** - The hearing shall be conducted in private unless the alleged violator requests that the hearing be open to owners and residents and further provided that the Board of Directors may impose a reasonable limit on the number or such persons who can be accommodated in the hearing room.
- D. Acknowledgment of responsibility** - If the alleged violator acknowledges responsibility for the violation charged, or does not wish to contest the alleged charges, the Board may, in its discretion, dispense with a hearing after having afforded the alleged violator with an opportunity for a hearing.
- E. Procedural Guidelines to be followed at a hearing before the Board of Directors:**
 - 1. Introductory remarks by the President of the Board or any chosen Director-** the Director shall introduce himself/herself and state his/her role. The other Directors shall then be introduced. If the Property Director is present, then he or she shall also be introduced. The Director shall state the source of the authority by which the hearing is held and the basic procedural requirements to be afforded to the Respondent. The Director shall then proceed by outlining how the hearing will be held:
 - a. Statement of charges or other sanctions, and procedural steps already taken-** The Director will briefly state the alleged violations and sanctions sought to be imposed, and all the procedural steps that have already been taken leading up to the hearing, such as notices, and means and date of delivery.
 - b. Testimony-** The Board will then hear testimony first by the witness(es) supporting the alleged violation, then by the Respondent. The Respondent shall have the right to cross-examine said witness(es).
 - c. Close Executive Session** - After hearing all evidence and testimony, the Board of Directors will discuss the issues in Executive Session.
 - d. Voting** - After the Executive Session, the Board will reconvene into Open Session to take a vote on the matter.
 - e. Communication of the Hearing Result** - The hearing result will be hand delivered or mailed by registered or certified mail return receipt requested to the Respondent at the address of record with the association within three days of the hearing.
 - 2. Closing remarks before the commencement of the hearing-** The Director shall ascertain 1) that the Respondent understands the proceedings as they have been outlined; 2) that the Respondent has

received notice of the hearing; and 3) that the Respondent understands the allegations as set forth in the notice. The Director shall do so by addressing directly the Respondent.

3. **Testimonial phase of the hearing** - After the closing remarks before the commencement of the hearing, the testimonial phase of the hearing shall begin. During this phase the Board of Directors shall hear all relevant testimony and ask questions regarding all alleged violations. Relevant evidence shall be admitted if it is the type of evidence on which reasonable persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over the objection in civil or criminal actions in court of competent jurisdiction in the State of Virginia. However, the foregoing statement does not apply to any privilege derived from the United States and the state constitutions as well as Federal and State rules of evidence. Therefore, the mere admission of evidence which would be inadmissible in judicial proceedings shall not vitiate the hearing result as long as the hearing result is not without a foundation in evidence having rational probative force. The Board shall conduct the hearing fairly and expeditiously. The Board shall have the right to limit in time and scope the testimony of any witness for the purpose of eliminating unjustifiable delay or repetitious evidence. The Board shall first hear the testimony of any witness supporting the alleged violations. The Board shall ask questions if it deems so necessary. The Respondent shall have the right to ask questions and cross-examine the witness(es) and shall have the right to be represented by Counsel who shall then participate in the hearing applying the rules as they have been outlined in this document. The Board shall then hear the testimony presented by the Respondent and may ask questions if necessary. If necessary, the Board may also recall any of the witness(es) who have already given testimony and the Respondent shall also have the right to cross-examine those witness(es) on the newly offered testimony. The Board may accept exhibits that substantiate the testimony presented by either the witness(es) or the Respondent. All Exhibits shall initially be marked for identification as "HOA's Exhibit # ___" and "Respondent's Exhibit # ___" respectively and those both moved and admitted into evidence shall be further so marked.
4. **Discussion in Close Executive Session** - While in close session, the Board of Directors shall consider all evidence presented by the witness(es) and by the Respondent to include their oral testimony and exhibits submitted to the Board of Directors.
5. **Rendering of Hearing Result** - Upon conclusion of the Executive Session, the Board of Directors shall reconvene in Open Session and vote on the matter. A written report of the hearing to include the Hearing Result shall be hand delivered or mailed by registered or certified mail return receipt requested to the member at the address of record with the association within seven (7) business days of the hearing. Exhibit "D" may be used to inform the lot owner of the Board of Directors's decision.

F. Default- In the event that the Respondent does not appear at the hearing and fails to give notice of his/her impossibility to attend and to request the rescheduling of the hearing, the Board of Directors will conduct the hearing despite his/her absence as long as there is at least one witness giving direct testimony supporting the alleged violation.

G. Absence of Witnesses- In the event that no witnesses appear at the hearing, the hearing shall be canceled and the matter before the Board of Directors shall be dismissed without prejudice unless there is indication that the witness(es) could not attend the hearing in which case a new date shall be set and new notice of hearing shall be served upon the Respondent. Notice of new hearing date can be waived if the Respondent is present and is given notice at that time.

VI. Records

The Board of Directors shall make a record of the hearing either by electronic recording, or notes or minutes taken during the hearing by the secretary of the Board of Directors. Such record shall be kept in accordance with generally accepted business practices. In addition, all correspondence relative to rules violation shall be kept in the lot owner's file or in a separate file on rules violations. Exhibit "D" shall be completed and placed in the lot owner's file and appropriate Association files and Exhibit "E" shall be completed and kept in appropriate Association files.

VII. Assessment of Charges

Pursuant to Section 55-513 B of the Act, any charges assessed for violation to rules after notice and hearing shall be in amounts authorized by the Act and shall be treated as an assessment against such owner's lot as specified in Section 55-516 of the Act regarding liens. Such amounts also shall be the personal obligation of the owner.

VIII. Other Remedies

This resolution shall not be deemed to require hearing to assessment of rules violation if a hearing is not requested or to prevent the Association from exercising any other remedies authorized or available under the Act, the Governing Documents, or by laws and shall not constitute an election of remedies.

EXHIBIT "A"
of the resolution of Due Process Procedures
Compton Village Homeowner's Association, Inc.

Rules Violation Complaint

Date: _____

1. Name of person(s) in violation of rules, bylaws or covenant restrictions:

2. Lot number of person(s) in violation of rules, bylaws or covenant restrictions: _____

3. Are the person(s) so named in question 1 tenants or owners: _____

4. Describe in detail how and where the rules, bylaws or covenant restrictions were violated. Be sure to refer to number and location of rule, bylaw or covenant restriction.

5. When did the violation(s) occur? _____

6. Have you personally requested the lot owner or tenant to cease the rules violation?

___ Yes ___ No ___ Verbally ___ By written request

When? _____

7. Name and lot number of person(s) making complaint. _____

8. Signature(s) _____

EXHIBIT "B"
of the Resolution on Due Process Procedures
Compton Village Homeowners Association, Inc.

DEMAND LETTER TO CEASE AND CORRECT

OWNER(S) NAME AND ADDRESS

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
DATE _____

You are hereby notified that a complaint has been made against you (or your tenants) for the alleged violation of the following rules and regulations of the Association:

You are requested to immediately cease and correct all of the above violations within _____ days from the date of this letter. If you wish to contest the alleged violation and avoid imposition of charges you must request a hearing before the Board of Directors in writing within ten (10) days from the date of this letter. If you request a hearing, complete the bottom portion of this letter and return a copy to the Board of Directors. The Board of Directors or its agent will send you a notice by certified mail, return receipt requested, stating the hearing time and location. Alternatively, if you elect to cease and correct the violation within _____ days, please send a copy of this letter to the Board of Directors noting that the violation has been stopped or corrected. If you fail to respond to this letter and the violation persists, you may be assessed a charge of Ten Dollars (\$10.00) per day for a continuing violation or up to Fifty Dollars (\$50.00) for each single violation without further notice. The Board of Directors may also take other actions against you such as the suspension of homeowner's rights to use the Association facilities and/or take remedial actions pursuant to Article 6, Section 6.2 and Article 8, Section 8.3 of the Association Declaration of Covenants, Conditions and Restrictions, by entering the Lot, after three (3) days prior notice, and performing corrective actions at the cost of the lot owner in violation.

Sincerely,

The Board of Directors

cc: Lot Owner (Tenant) file

Return to: Board of Directors, 14401 Compton Village Drive, Centreville, Virginia 20121

Name: _____ Lot # _____

*

_____ I hereby request a hearing before the Board of Directors to contest the alleged violation.

_____ I have ceased and/or corrected the violation and will refrain from further violations.

Signature _____

EXHIBIT "C"
of the Resolution on Due Process Procedures
Compton Village Homeowners Association, Inc.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
DATE _____

TO: _____

CERTIFIED MAIL RECEIPT REQUESTED

Re: Notice of Hearing

Dear _____:

You are hereby notified that a hearing will be held before the Board of Directors of the Compton Village Homeowners Association at _____ on the ____ day of _____, _____, at _____ .m., pursuant to Section 55-513 of the Virginia Property Owners Association Act and the Governing Documents for your tenant's or your alleged violation of the following rules of the Association: _____

You may be present at the hearing, may but need not be represented by counsel, may present any relevant evidence, and you will be given full opportunity to examine and cross-examine all witnesses. You are entitled to request the attendance of witnesses.

Please be advised that if the Board of Directors determines that you are in violation of the Governing Documents and rules and regulations, charges of up to Fifty Dollars (\$50.00) for a one-time violation or Ten Dollars (\$10.00) per day for a continuing violation may be assessed against you and your lot according to the Virginia Property Owners Act, Section 55-513. In addition to this hearing, the Board of Directors may elect such other remedies as suspension of homeowner rights to use Association facilities and/or take corrective action pursuant to Article 6, Section 6.2 and Article 8, Section 8.3 of the Association Declaration and Covenants, by entering the lot, after three (3) days prior notice, and performing corrective action at the cost and expense of the Lot Owner in violation.

If you have any questions or wish to communicate with the Board of Directors regarding this matter, please call _____ at (____) _____

cc: Lot Owner File
Rules Violation File
Tenants (if applicable)

Sincerely,

Board of Directors

EXHIBIT "D"
of the Resolution on Due Process procedures
Compton Village Homeowners Association, Inc.

RECORD OF HEARING BEFORE THE BOARD OF DIRECTORS

Hearing Date and Time: _____

Lot Owners: _____

Lot # and Address: _____

Address of Owner if other than Lot: _____

Alleged Violation: _____

Provisions of Governing Documents Violated: _____

Persons in Attendance: _____

Decision of Board and Reasoning: _____

Charges Imposed and Date Commencing: _____

Other Actions or Sanctions Imposed: _____

FURTHER COMMENTS: _____

EXHIBIT "E"
of the Resolution on Due Process procedures
Compton Village Homeowners Association, Inc.

RECORD OF HEARING FOR ASSOCIATION USE ONLY

Date: _____

1. Are the above stated names and addresses of violator(s) and complainant(s) correct on complaint form? Yes _____ No _____

2. List location and provision(s) of Governing Documents or Rule(s) that have been violated.

3. Registered name(s) of owner(s) in violation.

4. Owner's address if not resident.

5. Registered name(s) of tenants if applicable.

6. Comments: _____

7. Date that demand letter was sent to lot owner: _____

8. Owner/Tenant _____ does request a hearing _____ does not request a hearing.

Date request for hearing was received: _____

9. Referred to Board of Directors on _____, Year _____

10. Notice to owner(s)/tenant(s) sent on _____, Year _____

cc: Lot owner file (record may be closed, optional)
 Rules violation file

Sample Hearing

The following is an example of what could be said while presiding at a hearing. This is not intended to be an exhaustive list of questions to be asked. It is simply a starting point for conducting a hearing.

"Good evening and thank you for attending this hearing before the Board of Directors for the Compton Village Homeowners' Association. My name is _____ and I serve on the Board as _____. The other members of the Board here present are _____
_____. Here present is also _____, our Property Director.

This hearing is based on the authority vested in the Board of Directors by the Virginia Property Owners' Association Act (Virginia Code §55-508 et seq., 1950) and the Compton Village Declaration of Covenants, Conditions and Restrictions, Article 12 signed on December 23, 1992. Pursuant to the procedures set forth in these documents, the Board of Directors has the authority to assess charges and impose suspensions upon any member, his/her family members, tenants, guests, or other invitees (hereinafter called "Respondent") for any violation of the rules and regulations contained in the Declaration and Bylaws governing Compton Village (also called "Governing Documents"). Before these charges or suspensions can be imposed, the law requires that the Respondent is given notice and an opportunity to be heard.

This hearing is not a judicial proceeding and therefore will not be conducted in accordance with all the procedures adopted in civil or criminal actions. However, the Respondent will be afforded a fair hearing and will be given the opportunity to address and explain all the alleged violations. If he/she desires, he/she can hire an attorney to represent him/her in

this proceeding. We will begin our hearing by outlining the steps that will be followed: First of all we will take note of all persons here present, then I will give a brief explanation of all procedural steps leading up to this hearing and a brief account of the allegations brought against the Respondent. Subsequently we will hear the testimony of the witness(es) supporting the alleged violation. We will ask questions if necessary. The Respondent has the right to cross-examine the witness(es) who rendered testimony. Then the Respondent will give his/her testimony if he/she wants to do so. We will ask questions if necessary. There may be the need to recall some of the witnesses, and if this is the case then other questions will be asked and an opportunity to cross-examine will be given to the Respondent again. After this testimonial phase, the Board will discuss the issues presented in Executive Session. This is a close session and only the Board members and the Property Director are allowed to participate. Once all the Executive Session matters are discussed and all evidence and exhibits are considered, the Board will reconvene in Open Session and will take a vote on the matter. The purpose of this hearing is to ensure that the Respondent has a full and fair opportunity to present information concerning the alleged violation(s). We are imposing a schedule and time frames to assure that the proceeding moves along. If at any time there are questions or concerns, please be sure to raise them. Let's begin.

All those present, one at a time, may you please state your name, address and reason for being here?

Is the Respondent here? Do you understand these proceedings as I have outlined them? Did you receive notice of this proceeding? Do you understand the allegations as set forth in the notice?

The facts as outlined in the Notice of Hearing are as follows:

This matter comes before the Board because the Respondent(s), Mr/Mrs _____, the owners/resident/guests.... of the lot located at _____ here in Compton Village, have failed to comply with the Compton Village Declaration of Covenants, Conditions, and Restrictions by _____ (Briefly state allegation). In particular the provision violated is _____.

On _____ we received notice of this violation by _____. We contacted the Respondent and sent out the first notice via first class mail on _____. A second notice was sent out via first class mail on _____. A third notice was sent out via certified mail return receipt requested and first class mail on _____. The "Demand Letter To Cease and Correct" (Exhibit "B") and "Notice of Hearing" (Exhibit "C") were both sent out via certified mail return receipt requested and first class mail on _____. On both occasions we got back the return receipt and therefore, pursuant to state law, proper service of notice was attained. We are here today because the Respondent has failed to correct his/her alleged violation.

We will now hear the first witness: please state your name and address. What do you know about the alleged violation? Mr. Respondent, do you wish to cross-examine the witness?

(We will now hear the testimony of Mr/Mrs. _____. Please state your name and address. What do you know about the alleged violation? Mr. Respondent, do you wish to cross-examine the witness?)

(If exhibits are presented, please label them and mark them "Respondent Exhibit #..." and "HOA Exhibit #....")

Mr. Respondent there are no more witnesses, do you wish to address the Board regarding the alleged violations?

Now that we have heard all testimony, we will discuss the evidence in Close Executive Session, we will reconvene in Open Session as soon as all matters have been discussed to take a vote on the allegations.

Upon consideration of all the evidence presented to the Board, we are now ready to take a vote.

The Board has decided that _____ . A written report of this hearing result will be mailed to Respondent within 3 days via certified mail return receipt requested or hand delivery and first class mail.

Thank you for attending this hearing.

COMPTON VILLAGE HOMEOWNERS ASSOCIATION, INC. RESOLUTION ACTION RECORD

Resolution Type: Regulatory

No. 2001-02

Pertaining to: Complaint and Due Process Procedure

Duly Adopted at a meeting of the Board of Directors held on July 18, 2001

Motion by: Frank Noce

Seconded by: Betty J. West

	Vote:			
	Yes	No	Abstain	Absent
<u>Tiziana M. Ventimiglia, President</u> Director	<i>tw</i> X	_____	_____	_____
<u>Frank Noce, Vice President</u> Director	<i>FN</i> X	_____	_____	_____
<u>B. Joon Yun, Treasurer</u> Director	<i>B. Yun</i> X	_____	_____	_____
<u>Betty J. West, Secretary</u> Director	<i>B. J. West</i> X	_____	_____	_____
<u>David L. Hunter</u> Director	X	_____	_____	_____
<u>Michelle Cohen</u> Director	X	_____	_____	_____

Attest:

RESOLUTION EFFECTIVE

Secretary

July 18, 2001

(Date)

cc: FILE

Book of Minutes: (Year) 2001

Book of Resolutions:

Policy	Page No. _____
Regulatory	Page No. <u>02</u>
Special	Page No. _____
General	Page No. _____

COMPTON VILLAGE HOMEOWNERS ASSOCIATION, INC.

REGULATORY RESOLUTION #2002-01

**“POLICIES AND PROCEDURES REGARDING VIOLATION OF
PROPERTY MAINTENANCE”**

WHEREAS, Article 6, Section 6.2 (a) of the Declaration of Covenants, Conditions, and Restrictions provides that each Owner shall keep such Owner's Lot in good order and repair, free of debris, in a manner and with such frequency as is consistent with good property management and that all lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of four inches; and

WHEREAS, Article 6, Section 6.2 (b) of the Declaration of Covenants, Conditions, and Restrictions provides that the Board of Directors may enter upon a lot to correct any violation of the governing documents and to mow the grass, remove debris, trim any hedge or planting, repair or paint any fence and to do all things necessary or desirable to place the Lot in a neat and attractive condition; and

WHEREAS, Article 8, Section 8.3 of the Declaration of Covenants, Conditions, and Restrictions grants an easement in favor of the Association for ingress and egress on any Lot to take such action as the Board of Directors determines to be necessary to correct violations of the provisions of the governing documents; and

WHEREAS, Article 12, Section 12.2 (f) of the Declaration of Covenants, Conditions, and Restrictions provides that the violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any other provision of the Founding Documents shall give the Board of Directors the right to enter the property and to abate the violation; and

WHEREAS, the Board of Directors deems it necessary and in the best interests of the Association to establish orderly procedures to enter upon a lot to correct a violation of the governing documents.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures shall be adopted to enforce violations of the governing documents.

I. ACTIONS PRIOR TO INITIATION OF FORMAL RESOLUTION PROCESS

Any Member, Owner or Agent of the Association has the authority to request that an Owner correct any act or omission which appears to be in violation of the governing documents.

The Board of Directors, an Association Committee or agent of the Association may make initial attempts to secure compliance verbally or through correspondence.

II. PRELIMINARY INVESTIGATION

Upon receipt of an oral or written complaint, a committee member, an agent of the Association or a member of the Board of Directors may make a preliminary investigation as to the validity of the complaint. If the preliminary investigation indicates the need for further action, then the Board of Directors or a Committee shall establish a hearing date to determine the validity of the complaint. The Association shall then serve the Owner(s) charged with violating the governing documents with a Notice of Hearing which shall describe the violation.

III. NOTICE OF HEARING

The Board of Directors or a Committee shall serve a Notice of Hearing on the charged Owner at least fourteen (14) days prior to the hearing by hand delivery or certified mail, return receipt requested, at the address of record with the Association. The Notice of Hearing shall be substantially in the following form, but may include other information.

You are hereby notified that a hearing will be held before the Board at _____ (place) _____ on _____ (date) _____, 200__, at _____ (time) _____ regarding the charge that you are in violation of _____ of the governing documents / architectural guidelines in that you have failed to _____.

You may be present at hearing, may be represented by counsel, and may present any relevant evidence regarding the alleged violation.

If the charged member advises the Association that they cannot attend the hearing on the scheduled date and indicates times and dates when they would be available, the Association may reschedule the hearing and deliver notice of the new hearing date and time.

IV. HEARING (see SAMPLE HEARING)

At the hearing, the charged party may do the following:

- (a) make an opening statement;
- (b) introduce evidence, testimony and witnesses;
- (c) rebut evidence and testimony;
- (d) make a closing statement.

The decision of the Association shall be in writing and be issued within seven (7) days of the conclusion of the hearing.


V. ACTIONS

In the event that the Board of Directors finds that any Lot has a lawn which has grown to a height in excess of four inches, it may enter onto the Lot to cut the grass to a height less than four inches after providing at least three (3) days written notice of its intention to do so;

All costs related to such correction, repair, or restoration shall become a Restoration Assessment upon such Lot and as such shall be regarded as any other Assessment with respect to lien rights or the Association and remedies provided for non-payment of Assessments.

This resolution was duly adopted by the Board of Directors this 18th day of DECEMBER, 2002.

Compton Village Homeowners Association

By: 
Mark R. Woods, President

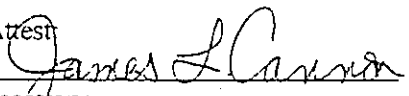
**COMPTON VILLAGE HOMEOWNERS ASSOCIATION, INC.
RESOLUTION ACTION RECORD**

Resolution Type: **Regulatory** No. #2002-01
 Pertaining to: "Policies and Procedures Regarding Violation of Property Maintenance"

Duly Adopted at a meeting of the Board of Directors held on December 18, 2002

Motion by: Marvin L. Powell Seconded by: Joseph F. Cottone

	Yes	No	Vote: Abstain	Absent
<u>Mark R. Woods, President</u> Director	<u>X</u>	_____	_____	_____
<u>Ronald Chivers, Vice President</u> Director	_____	_____	_____	<u>X</u>
<u>Joseph F. Cottone, Treasurer</u> Director	<u>X</u>	_____	_____	_____
<u>James L. Cannon, Secretary</u> Director	<u>X</u>	_____	_____	_____
<u>Marvin L. Powell,</u> Director	<u>X</u>	_____	_____	_____
<u>David L. Hunter, Director</u>	_____	_____	_____	<u>X</u>
<u>Michelle Cohen, Director</u>	_____	_____	_____	<u>X</u>

Attest

 Secretary

RESOLUTION EFFECTIVE
12/18/02
 (Date)

cc: FILE

Book of Minutes: (Year) 2002

Book of Resolutions:
 Policy Page No. _____
 Regulatory Page No. 01
 Special Page No. _____
 General Page No. _____

EXHIBIT "A"

**of the Regulatory Resolution #2002-01 on
Policies and Procedures Regarding Violation of Property Maintenance**

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
DATE:**

TO:

Re: Notice of Hearing

Dear

You are hereby notified that a hearing will be held before the Board of Directors of the Compton Village Homeowners Association at the Compton Village Homeowners Association Office on the ___ day of _____, _____, at ___ : **PM** regarding the charge that you are in violation of Article 6, Section 6.2 (a) of the Declaration of Covenants, Conditions, and Restrictions of the Governing Documents/architectural guidelines in that you have failed to cut the grass on your lot to a height less than four inches.

Article 6, Section 6.2 (a) of the Declaration of Covenants, Conditions, and Restrictions provides that each Owner shall keep such Owner's Lot in good order and repair, free of debris, in a manner and with such frequency as is consistent with good property management and that all lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of four inches; and

Article 6, Section 6.2 (b) of the Declaration of Covenants, Conditions, and Restrictions provides that the Board of Directors may enter upon a lot to correct any violation of the governing documents and to mow the grass, remove debris, trim any hedge or planting, repair or paint any fence and to do all things necessary or desirable to place the Lot in a neat and attractive condition; and

Article 8, Section 8.3 of the Declaration of Covenants, Conditions, and Restrictions grants an easement in favor of the Association for ingress and egress on any Lot to take such action as the Board of Directors determines to be necessary to correct violations of the provisions of the governing documents; and

Article 12, Section 12.2 (f) of the Declaration of Covenants, Conditions, and Restrictions provides that the violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any other provision of the Founding Documents shall give the Board of Directors the right to enter the property and to abate the violation.

Accordingly, the Board of Directors is permitted to enter onto the Lot to cut the grass to a height less than four inches after providing at least three (3) days written notice of its intention to do so. All costs related to such correction, repair, or restoration shall become a Restoration Assessment upon such Lot and as such shall be regarded as any other Assessment with respect to lien rights or the Association and remedies provided for non-payment of Assessments.

You may be present at the hearing, may be represented by counsel, and may present any relevant evidence regarding the alleged violation.

If you have any questions or wish to communicate with the Board of Directors regarding this matter, please call the Compton Village Homeowners Association Office at (703) 815-0014.

cc: Lot Owner File
Maintenance Violation File
Tenants (if applicable)

Sincerely,

Board of Directors

Sample Hearing for Property Maintenance Violation

"Good evening and thank you for attending this hearing before the Board of Directors for the Compton Village Homeowners" Association. My name is _____ and I serve on the Board as _____. The other members of the Board here present are _____
_____. Here present is also _____, our Property Director.

This hearing is not a judicial proceeding and therefore will not be conducted in accordance with all the procedures adopted in civil or criminal actions. However, the Respondent will be afforded a fair hearing and will be given the opportunity to address and explain all the alleged violations. If he/she desires, he/she can hire an attorney to represent him/her in this proceeding. We will begin our hearing by outlining the steps that will be followed:

First of all we will take note of all persons here present, then I will give a brief explanation of all procedural steps leading up to this hearing and a brief account of the allegations brought against the Respondent. Subsequently we will hear the testimony of the witness(es) supporting the alleged violation. We will ask questions if necessary. The Respondent has the right to cross-examine the witness(es) who rendered testimony. Then the Respondent will give his/her testimony if he/she wants to do so. We will ask questions if necessary. There may be the need to recall some of the witnesses, and if this is the case then other questions will be asked and an opportunity to cross-examine will be given to the Respondent again.

After this testimonial phase, the Board will discuss the issues presented in Executive Session. This is a close session and only the Board members and the Property Director are allowed to participate. Once all the Executive Session matters are discussed and all evidence and exhibits are considered, the Board will reconvene in Open Session and will take a vote on the matter. The purpose of this hearing is to ensure that the Respondent has a full and fair opportunity to present information concerning the alleged violation(s). We are imposing a

schedule and time frames to assure that the proceeding moves along. If at any time there are questions or concerns, please be sure to raise them. Let's begin.

All those present, one at a time, will you please state your name, address and reason for being here?

Is the Respondent here? Do you understand these proceedings as I have outlined them? Did you receive notice of this proceeding? Do you understand the allegations as set forth in the notice?

The facts as outlined in the "Notice of Hearing" are as follows:

Article 6, Section 6.2 (a) of the Declaration of Covenants, Conditions, and Restrictions provides that each Owner shall keep such Owner's Lot in good order and repair, free of debris, in a manner and with such frequency as is consistent with good property management and that all lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of four inches; and

Article 6, Section 6.2 (b) of the Declaration of Covenants, Conditions, and Restrictions provides that the Board of Directors may enter upon a lot to correct any violation of the governing documents and to mow the grass, remove debris, trim any hedge or planting, repair or paint any fence and to do all things necessary or desirable to place the Lot in a neat and attractive condition; and

Article 8, Section 8.3 of the Declaration of Covenants, Conditions, and Restrictions grants an easement in favor of the Association for ingress and egress on any Lot to take such action as the Board of Directors determines to be necessary to correct violations of the provisions of the governing documents; and

Article 12, Section 12.2 (f) of the Declaration of Covenants, Conditions, and Restrictions

provides that the violation of any of the Rules and Regulations adopted by the Board of Directors or the breach of any other provision of the Founding Documents shall give the Board of Directors the right to enter the property and to abate the violation;

In the event that the Board of Directors finds that any Lot has a lawn which has grown to a height in excess of four inches, it may enter onto the Lot to cut the grass to a height less than four inches after providing at least three (3) days written notice of its intention to do so.

All costs related to such correction, repair, or restoration shall become a Restoration Assessment upon such Lot and as such shall be regarded as any other Assessment with respect to lien rights or the Association and remedies provided for non-payment of Assessments.

This matter comes before the Board because the Respondent(s), Mr/Mrs _____ the owners/resident/guests.... of the lot located at _____ here in Compton Village, have failed to comply with the Compton Village Declaration of Covenants, Conditions, and Restrictions by permitting lawn areas on property to grow to a height in excess of four inches.

In particular the provision violated is Article 6, Section 6.2 (a) of the Declaration of Covenants, Conditions, and Restrictions provides that each Owner shall keep such Owner's Lot in good order and repair, free of debris, in a manner and with such frequency as is consistent with good property management and that all lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of four inches;

On _____ we received notice of this violation by _____. We contacted the Respondent and sent out the first notice via first class mail on _____. The "Notice of

Hearing" (Exhibit "A") was sent out via certified mail return receipt requested and first class mail on _____. Return receipt was received at the HOA Office and therefore, pursuant to state law, proper service of notice was attained. We are here today because the Respondent has failed to correct his/her alleged violation.

We will now hear the witness: please state your name and address. What do you know about the alleged violation? Mr. Respondent, do you wish to cross-examine the witness?

(If exhibits are presented, please label them and mark them "Respondent Exhibit #.." and "HOA Exhibit #....")

Mr. Respondent there are no more witnesses, do you wish to address the Board regarding the alleged violations?

Now that we have heard all testimony, we will discuss the evidence in Close Executive Session, we will reconvene in Open Session as soon as all matters have been discussed to take a vote on the allegations.

***(MOTION TO CONVENE INTO EXECUTIVE SESSION)**

***(MOTION TO RECONVENE MEETING)**

Upon consideration of all the evidence presented to the Board, we are now ready to take a vote.

The Board has decided that _____. A written report of this hearing result will be mailed to Respondent within 7 days via certified mail return receipt requested or hand delivery and first class mail.

Thank you for attending this hearing.

**COMPTON VILLAGE HOMEOWNERS ASSOCIATION
REGULATORY RESOLUTION #2003-01**

**STORAGE OF PERSONAL PROPERTY PROHIBITED FROM
ASSOCIATION COMMON AREA**

WHEREAS, Article 3, Section 3.3 (b) of the Declarations of Covenants, Conditions and Restrictions assigns the Board of Directors all powers for the conduct of the affairs of the Association which are enabled by law or the Governing Documents and which are not specifically reserved to Members or the Developer by the Founding Documents. The Board of Directors shall exercise its powers in accordance with the Governing Documents.

WHEREAS, Article 3, Section 3.3 (c)(2) Rule Making of the Declarations of Covenants, Conditions and Restrictions, the Board of Directors shall have the power and the obligation to establish rules and regulations governing the actions of the Owners and occupants of the Properties and establishing fees, if appropriate, for the use of property owned by the Association;

WHEREAS, Article 6, Section 6.1 (s) Rules of the Declarations of Covenants, Conditions and Restrictions, from time to time the Board of Directors shall adopt general rules, including, but not limited to, rules to regulate potential problems relating to the use of Properties and the well-being of Members, or the actions of any Owner or occupant of a Lot on land immediately adjacent to the Properties, dealing with matters such as keeping of animals, storage and use of vehicles and machinery, use of outdoor drying lines, antennas, signs, trash and trash containers, maintenance and removal of vegetation on the Properties, and the type and manner of application of fertilizers or other chemical treatments to the Properties in accord with non-point source pollution control standards. For the purposes of interpretation of and the enforcement of the Governing Documents, the term Properties shall be deemed to include the land immediately adjacent to the Properties within the public right-of-ways or otherwise to the extent an Owner's or occupant's actions affect the appearance of the Properties.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors duly adopts the policy prohibiting the storage of personal property including, but not limited to, recreation and play equipment, grills, construction supplies, maintenance supplies, yard debris and household items on Common Area.

ACTIONS

In the event that the Board of Directors finds that the personal property item(s) stored on Common Area have not been removed from Common Area at the time of the scheduled hearing, it is empowered to remove the item from the Common Area after providing at least three (3) days written notice of its intention to do so. All costs related to such correction or removal shall be regarded as any other Assessment with respect to lien rights of the Association and remedies provided for non-payment of Assessments.

The Board of Directors is empowered to assess a charge pursuant to Section 55-514 of the Virginia Property Owners Association Act (the "Act"). The amount of any charges so assessed shall not be limited to the expense or damage to the association caused by the violation, but shall not exceed fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature and shall be treated as an assessment against the member's lot. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding ninety (90) days (pursuant to Section 55-514 of the "Act").

The Board of Directors is also empowered to suspend the homeowner's rights to use the Association facilities.

In the event that the Association is unable to identify the owner of the personal property item(s) stored on Common Area, the Association is permitted to have the item(s) removed. If the Association incurs charges to remove personal property item(s) and the property is claimed by the owner after removal, the owner of the item(s) will be assessed the removal charges.

The Directors of the Association make this policy effective as of the date set forth below and shall deliver this Resolution to the Association at its principal place of business and direct that it be filed in the appropriate records of the Association.

This Resolution may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Effective Date: August 27, 2003

**COMPTON VILLAGE HOMEOWNERS ASSOCIATION, INC.
RESOLUTION ACTION RECORD**

Resolution Type: **Regulatory**

No. #2003-01

Pertaining to: "Storage of Personal Property Prohibited from Association Common Area"

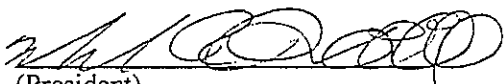
Duly Adopted at a meeting of the Board of Directors held on August 27, 2003

Motion by:

Seconded by:

	Vote:			
	Yes	No	Abstain	Absent
<u>Mark R. Woods, President</u> Director	<u>X</u>	_____	_____	_____
<u>Ronald Chivers, Vice President</u> Director	<u>X</u>	_____	_____	_____
<u>Joseph F. Cottone, Treasurer</u> Director	<u>X</u>	_____	_____	_____
<u>Marvin L. Powell</u> Director	<u>X</u>	_____	_____	_____
<u>David L. Hunter</u> Director	_____	_____	_____	<u>X</u>
<u>Michelle Cohen</u> Director	_____	_____	_____	<u>X</u>

Attest:


(President)

RESOLUTION EFFECTIVE

August 27, 2003
(Date)

cc: FILE

Book of Minutes: (Year) 2003

Book of Resolutions:

Policy	Page No. _____
Regulatory	Page No. <u>01</u>
Special	Page No. _____
General	Page No. _____