

DULLES FARMS COMMUNITY ASSOCIATION, INC.
POLICY RESOLUTION NO. 13-03

(Creation of Procedures to Ensure Due Process in Enforcement Cases)

WHEREAS, the Virginia Property Owners' Association Act ("the Act") provides the Board of Directors ("the Board") of the Dulles Farms Community Association, Inc. ("the Association") with the power to enforce the Association's Declaration, Bylaws, and any rules and regulations adopted by the Board (together with the Articles of Incorporation, the "Governing Documents"), and to establish penalties for the infraction thereof; and

WHEREAS, under Article 4, Section 4.1 of the Bylaws, the Association shall have all powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association's Governing Documents to be exercised and done by the Association's members; and

WHEREAS, Article 4, Section 4.1(4) of the Bylaws provides the Board with the power to adopt, amend and enforce any reasonable Rules and Regulations not inconsistent with the Association's Governing Documents; and

WHEREAS, Article 4, Section 4.1(6) of the Bylaws provides the Board with the power to enforce the provisions of the Association's Governing Documents; and

WHEREAS, Article 12, Section 12.1(h) of the Association's Declaration provides the Board or the appropriate Covenants Committee with the power to impose charges in the case of an Owner or a Subassociation found by the Board of Committee to be responsible for a violation of the Association's Governing Documents; and

WHEREAS, Article 12, Section 12.1(h) of the Association's Declaration provides that no such penalty shall be imposed until the person charged with such violation has been given notice and an opportunity for a hearing; and

WHEREAS, Article 12, Section 12.1(h) of the Association's Declaration provides that charges or sanctions may not exceed fifty dollars (\$50.00) for each violation or ten dollars (\$10.00) per day for each violation of a continuing nature (subject to such limitations as may be imposed by the Act) or such greater amounts as may be permitted by the Act and imposed by the Board or appropriate Covenants Committee; and

WHEREAS, Article 12, Section 12.1(h) of the Association's Declaration provides that the charges shall be individual assessments and shall be collectible as such; and

WHEREAS, Article 12, Section 12.1(h) of the Association's Declaration provides that the charges imposed against an Owner shall constitute a lien against a Lot in accordance with Section 12.3 of the Association's Declaration to the extent permissible under the law of the jurisdiction in which the Property is located; and

WHEREAS, Article 12, Section 12.1(h) of the Association's Declaration provides that the imposition of a charge does not preclude the liability of an Owner for reimbursement to the Association of legal fees, costs or other expenses incurred by the Association; and

WHEREAS, Article 12, Section 12.2 of the Association's Declaration requires the Association's Board or appropriate Covenants Committee to provide due process prior to the imposition of charges; and

WHEREAS, Article 12, Section 12.1(g) of the Association's Declaration provides the Board or appropriate Covenants Committee with the power to suspend the right of an Owner, or occupant, and the right of such Person's household or company, tenants, guests, customers, employees, agent and invitees, to use Common Area, including recreation facilities and other amenities or facilities, for a reasonable period not to exceed sixty (60) days for any violation of any provision of any of the Association Documents or the Rules and Regulations or for any period during which any Assessment against an Owner's Lot remains unpaid; and

WHEREAS, for the benefit and protection of all Owners, the Board deems it desirable to formally adopt a policy resolution to enact the statutory powers to assess monetary charges and to establish a procedure for enforcement of the regulations of the Association which are consistent with principles of due process and Virginia law.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Owners are legally responsible for ensuring that the members of their household, and their tenants, guests or invitees comply with the Association's Governing Documents.
2. If an Owner or resident wishes to formally invoke the enforcement system of the Association, the owner must submit a complaint in writing in accordance with the Association's Complaint Policy and on any forms developed by the Board of Directors pursuant to the Association's Complaint Policy, in care of the Association's Management Office. Neither Management nor the Board will investigate any complaints that are anonymous, are not submitted in writing, or otherwise do not comply with the Association's Complaint Policy.
3. Once Management receives a complaint, Management shall review the complaint and determine if the complaint conforms to the Association's Complaint Policy. If Management determines a complaint does not comply with the Association's Complaint Policy, Management will so notify the complainant in writing.
4. If Management determines a complaint complies with the Association's Complaint Policy, Management will so notify the complainant in writing acknowledging receipt of the valid written complaint.

5. If Management determines the Complaint sets forth sufficient allegations of a violation of the Association's Governing Documents that complies with the requirements of the Association's Complaint Policy, Management, on behalf of the Association, shall deliver to the Owner against whom the complaint has been leveled, by hand or by first class mail, written notice of the alleged violation of the Association's Governing Documents, which shall notify the Owner of the complaint, the provisions of the Governing Documents which have been violated, and requesting the Owner to cease and desist the action or correct the item within fifteen (15) days of the date of the letter or such other date as may be set forth in the written notice. This initial notice shall be referred to as the "First Notice."
6. The Board of Directors or the Covenants Committee reserve the right to dispense with the requirement to send the First Notice and move immediately to sending the Second Notice as described in Paragraph 7 herein, if, in the sole discretion of the Board of Directors or the Covenants Committee, the alleged violation of the Governing Document constitutes a risk to the health and safety of the members of the Association or that it is otherwise in the best interest of the Association to expedite the enforcement process.
7. If the Owner does not remedy the offense within the number of days requested in the First Notice, Management, on behalf of the Board of Directors or Covenants Committee, shall send a second written notice (hereinafter "Second Notice") to the Owner against whom the allegation has been leveled, which notice must be delivered Certified Mail, Return Receipt Requested and by First Class U.S. mail. The Second Notice must: (1) notify the Owner of the complaint and the provisions of the Governing Documents which have been allegedly violated; (2) request the Owner to cease and desist the action or correct the item within twenty-one (21) days of the date of the letter or such other date as may be set forth in the written notice; (3) advise the Owner that the Owner may submit in writing a written refutation of the complaint or explanation of the allegations; (4) advise the owner of the Association's authority to impose monetary charges and to suspend privileges as sanctions for offenses of the Association's Governing Documents; (5) inform the Owner of his/her right to request a hearing before the Committee to contest the citation and (6) advise the Owner that the Owner must confirm in writing within fifteen days of the date of the letter his/her desire for a hearing to contest the violation.
8. If the Owner has abated the violation and notified Management within the time frame specified in the Second Notice, Management will terminate enforcement action and no hearing will be held.
9. If the Owner fails to request a hearing or remedy the violation within the time frame set forth in Second Notice, the Committee, at its next meeting, shall have the authority to deem the Owner in violation, as cited, and the Committee shall have the authority to impose monetary charges and/or suspend privileges as sanctions in accordance with Article 12, Section 12.1(h) of the Governing Documents and Section 55-513 of the Act. Should the Committee decide to impose monetary charges on the Owner, Management will send by Certified Mail, Return Receipt Requested and by First Class U.S. mail, a letter notifying the owner of the monetary charges, which will be deemed effective from the date of the Complaint.

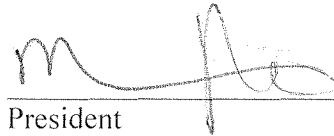
10. If the Owner requests a hearing, Management shall send a notice of hearing letter (hereinafter "Notice of Hearing") to the Owner by Certified Mail, Return Receipt Requested or by hand-delivery at his or her last known address of record at least fourteen (14) days in advance of the hearing date. In addition to providing a date, time and location of the hearing, the Notice of Hearing shall state the charges or other sanctions that may be imposed and advise the Owner of his or her right to be represented by counsel at the hearing. If the Owner of record appears at the hearing without receiving notice thereof, he will be deemed to have waived the requirement for proper notice.
11. At the hearing, the Committee shall hold the hearing in open session, except for its deliberations, which the Committee may hold in closed session pursuant to Section 55-510.1 of the Act. The Owner has the right to have counsel present (however, the Board reserves the right to reschedule a hearing if the Owner brings counsel in order for the Association to be similarly represented) and may present evidence in his or her defense. After the Owner has presented his or her defense, the Committee will convene into Executive Session to discuss the violation. The Committee will return to open session to announce its decision.
12. The Committee shall deliver notice of its decision by Certified Mail, Return Receipt Requested or by hand-delivery, to the parties within three (3) days of the hearing.
13. Failure by the Owner to attend the hearing shall constitute a waiver of the Owner's opportunity to be heard, an admission of the charge against the Owner, and the Committee may make a decision to impose monetary charges and/or suspend privileges or services in its discretion as if the Owner were present at a hearing.
14. The Committee may impose for any violation of the Association's Governing Documents a monetary charge of up to \$50.00 per single violation or up to \$10.00 per day for any violation of a continuing nature as permitted by Section 55-513 of the Act. The Committee may impose daily charges for a violation of a continuing nature for a period up to ninety (90) consecutive days or for the maximum period of time permitted by law, whichever is greater. If monetary charges are imposed, such charges shall be treated as an assessment against the Owner's lot for the purposes of Section 55-516 of the Act and the Association's Governing Documents.
15. Any decision by the Committee against the Owner shall require a 2/3 vote of the entire membership of the Committee.
16. Any notice advising the Owner of the imposition of sanctions shall constitute a Notice of Adverse Decision.
17. While all cases will be treated in a similar manner following the above procedures, the Board and Committee reserve the right to refer a matter to legal counsel to seek legal remedy at any time, based upon the nature of the allegation. In matters of direct threat to the safety, welfare and well being of people or property, the Committee may send a case directly to the Board, which may act immediately. If any notice of citation is issued by the Board under these circumstances, said notice shall notify the

Owner of the violation and the monetary charges imposed for the violation. The notice shall also advise the Owner that they may submit a written request for a hearing on or before the hearing confirmation date set forth in the letter to contest the violation and the monetary charges assessed for the violation. Any such notice of violation shall be delivered to the Owner via hand-delivery or Certified Mail, Return Receipt Requested.

18. All Owners are responsible for ensuring that their lot is occupied and used in accordance with the covenants. In the case of matters against a tenant renting a home in the Association, all notices will be mailed to the Owner of record with a copy to the tenants in question, if they are known. If tenants are not known, the tenant copy will be mailed to the address of record care of "current resident." The copies to tenants need not be mailed certified, return receipt requested; they may be mailed via regular, first class U.S. mail.
19. The procedures outlined in this Resolution may be applied to all violations of the Association's Governing Documents, but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Association's legal documents, including, but not limited to, the initiation of suit or self-help remedies.
20. The Association management is authorized to file complaints with the Committee for violations observed by the management staff.

The effective date of this Resolution shall be March 1, 2013.

**DULLES FARMS COMMUNITY ASSOCIATION,
INC.**



President