

TIMBERLAKE COMMUNITY ASSOCIATION
BOOK OF RESOLUTIONS

TABLE OF CONTENTS

Assessments/Collections:

#101 Assessment Collections

Architectural Control Committee:

- #401 Committee Composition Guidelines & Procedures
- #402 Procedures for Notification of Rules & Violations
- #403 Establishment of Property Value Enhancement Committee,
Committee Composition, Guidelines & Procedures
- #404 Minor Violation to be Cited by Property Value
Enhancement Committee

Common Areas/Amenities/Facilities:

- Alcoholic Beverages at Swimming Pools
- Common Area Improvements by Homeowners
- Common Area Usage
- Facilities Usage
- Ducks
- Recreational Vehicle Parking Area Usage
- #503 Dumping on Common Areas
- #506 Recreational Vehicle Storage Area - Abandonment & Towing
- #507 Authority to Suspend Pool Privileges for Pool Rule or Other Rule Infractions

Miscellaneous Policies:

- Penalties For Preventing Required Maintenance
- Maintenance of Homeowner Lawns & Plantings

Willowood Quadravillas/Class E:

- Willowood Common Area Maintenance
- Willowood Driveways
- Willowood Fences
- Willowood Signs
- #703 Sports Equipment in Willowood Quadravillas

TIMBERLAKE COMMUNITY ASSOCIATION

POLICY RESOLUTION #101
ASSESSMENT COLLECTIONSPROBLEM/HISTORY

The Timberlake Community Association collects an assessment fee from each Timberlake homeowner, as authorized in the Declaration of Covenants, Conditions and Restrictions. It is necessary to have a set procedure for the collection of these fees and for making payment arrangements in cases of financial hardship.

From the beginning, Timberlake residents have paid their fees quarterly. There have been numerous methods used to bill late fees and to collect past-due accounts. Judgments have been obtained and liens filed. In 1980, a written collection procedure was established. Revisions were made in 1987. Effective January 1, 1988, the due date for the entire annual assessment was determined by the Board as January 1 of each year and provisions added to allow for collection of the entire annual assessment should the account fall in arrears two or more quarters. This provision was added to alleviate the subsequent quarterly referral of small assessment amounts referred for collection which became cumbersome, inefficient and confusing both to owners and to staff. Effective January 1, 1991, due to rising delinquencies, late fees were increased from \$2.00 per month to \$5.00 per month. In early 1991, due to national economic recession, numerous layoffs, bankruptcy filings and foreclosures area wide, and due to the outbreak of war in the Middle East in which many reservists were activated furthering financial hardship on affected owners, the Board now determines it necessary to authorize Association staff to make payment arrangements with owners facing financial hardship to allow for collection of past-due accounts without causing further undue hardship but also without jeopardizing the Association's authority to collect assessments or file liens against properties.

SCOPE & INTENT

This Policy will replace all policies prior to February 20, 1991, governing the collection of assessments. It is the intent of the Board of Directors to restate and revise procedures governing the collection of assessments and establish staff authority to make payment arrangements when financial hardships occur.

AUTHORITY

Title 55 of the Code of Virginia relating to the Property Owners Association Act, as amended, in sub-section 55-513 - Adoption and Enforcement of Rules states: "A. The board of directors of the association shall have the power to establish, adopt and enforce 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, except where expressly reserved by the declaration to the members. Rules and regulations may be adopted by resolution and shall be reasonably published or distributed throughout the development. . ." Amended 6/19/91 The Timberlake Declaration of Covenants, Conditions and Restrictions contain the following: ARTICLE V, Section 2. Powers and Duties of the Association. "The Association shall have such rights, duties and powers as set forth in the Articles and By-laws, as same may be amended from time to time." ARTICLE V, Section 3. The Timberlake Rules and the Book of

Policy Resolution #101
 Assessment Collections
 Page Two

Resolutions. "By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations to be known as the "Timberlake Rules". . . . and may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-laws. A copy of the Timberlake Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and may be recorded. Upon such recordation, said Rules shall have the same force and effect as if they were set forth in and were part of the Declaration. . . ." ARTICLE VII, Section 1. Creation of the Lien and Personal Obligation Assessments. "The Declarant, for each Lot owned within Timberlake, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. . . ." ARTICLE VII, Section 6. Uniform Rate of Assessment. "Both annual and special assessments must be fixed at a uniform rate for all Lots within each class of membership and on each Section encompassing Class E membership and may be collected on a monthly, or quarterly, or annual basis. . . ." ARTICLE VII, Section 7. Date of Commencement of Annual Assessments: Due Dates. ". . . The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. . . The due dates shall be established by the Board of Directors. . . ." ARTICLE VII, Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. "Each Owner of any Lot shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise...each Owner and Member agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner or Member. In the event of a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures: A. Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against an Owner or Member to enforce each such assessment obligation. Any judgement rendered in any such action

shall include the amount of the delinquency, together with interest thereon at the rate of six percent (6%) per annum from the date of delinquency, court costs, and reasonable attorney's fees in such amount as the Court may adjudged against the delinquent Owner or Member. B. Enforcement by Lien. There is hereby created a lien, with power to sale, on each and every Lot within Timberlake to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under the Timberlake Restrictions, together with interest thereon at the rate of six percent (6%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

The By-Laws of Timberlake Community Association, at ARTICLE VII, Section 2. Duties. "It shall be the duty of the Board of Directors . . . (c) as more fully provided in the Declaration, to: (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; (2) send written notice of each assessment to every Owner subject thereto at least thirty days in advance of each annual assessment period; and (3) foreclose the lien against any property for which assessments are not paid or bring an action at law against the owner personally obligated to pay the same." ARTICLE XI, ASSESSMENTS: "As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and subject to a late penalty. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot."

SPECIFICATIONS

Effective January 1, 1991, the procedure for assessment collection shall be as follows:

1. The entire annual assessment shall be due on January 1 of each year and shall be collected on a quarterly basis. If timely quarterly payments are made, owners will be permitted to pay 1/4th of the annual assessment on a quarterly basis collected on January 1, April 1, July 1 and October 1 respectively.
2. Homeowners will be billed quarterly, thirty days in advance of the quarter with payment collected on or before the first day of each calendar quarter.

Policy Resolution #101
 Assessment Collections
 Page Four

3. A \$5.00 administrative late fee, which shall become part of assessments, will be charged to accounts which are not paid by the fifth day of the month following the date such quarterly amount is collected and monthly thereafter until paid. The date late fees shall be charged shall be set as the sixth (6th) day of each month or, in the event the fifth day of a month falls on a non-business day, the first working day following the fifth of each month. Payments received in the office prior to 5:00 p.m. on the fifth of each month will not be charged a late fee. When the fifth of the month falls on a non-business day, payments received by 9:00 a.m. on the first business day following the fifth of each month shall not be charged the late fee. Payments received after the above specified days and times will be charged said late fees.
4. When an account is two quarterly payments or more in arrears in accordance with the above, the owner(s) will be mailed a letter noting that the account will be referred for collection in ten business days if the fee is not paid by the expiration of such ten business days. In this letter, the homeowner will be reminded of the fact that the annual assessment is due January 1 and is payable quarterly as a convenience to the owners, provided timely payments are made and that failure to pay the amount due within the ten days will result in the full amount for the remainder of the year becoming due immediately and such amounts will be referred for legal action. Attorney's fees and all costs associated with the collection of assessments or other charges (such as lawn maintenance, etc.) will be then due and payable in addition to assessments and other charges, including late fees.
5. Payment arrangements may be made within the stated ten-day period with Association staff in accordance with "Payment Arrangements" as outlined below.
6. After said ten days has expired from the mailing of the above letter if owner has not made payment arrangements in accordance with this Policy, said accounts will be referred for collection and all costs of collection shall be then due and owing, whether or not billed to the account at that time.
7. The collection agency chosen by the Association will pursue collection of said accounts following proper procedures in accordance with appropriate laws and the Association's governing documents which may include filing liens against real and/or personal property, filing suit for judgment, and other appropriate methods of collection. All filing costs or other charges incurred by said collection agency will be charged to the owners' accounts as the Association is made aware of same.
8. If a judgment is obtained, the judgment will be docketed by the Association's collection agency.
9. If assessment remains unpaid after above collection efforts, further legal remedies will be implemented to obtain payment, which may include but shall not be not limited to sheriff's auction of real or personal property, garnishment of wages, garnishment on bank accounts, etc.

Payment Arrangements

If an owner whose account is past-due is under financial hardship, owner may contact the Association within the time period specified above to make payment arrangements. Association staff may make arrangements under the following circumstances:

Policy Resolution #101
 Assessment Collections
 Page Five

1. Payments agreed to will bring account to a current balance within one calendar month of the date of 'ten-day' letter. No lien or other collection efforts will be initiated provided payments are made according to such verbal agreement.
2. Payments may be extended past one month, but no more than two calendar months after date of 'ten-day' letter, only when owner provides Association with the following information for all owners of record: Social security numbers (or taxpayer identification numbers if owner is a business or partnership); name, location and phone numbers of employers; birthdates; and name and address of banking institution. Association may require proof of said information.
3. Payments may only be extended past two calendar months after date of 'ten-day' letter if owner(s) of record provide all information as stated above and signs a letter agreeing to permit Association to file a consensual lien against any real and/or personal property and owner pays all costs associated with such lien(s). This lien will be filed against the property without further notice to said owner (s) as soon as possible after any payments agreed to have been missed.
4. In the event any payment arrangement is breached by owner, Association may refer the account to its collection agency to pursue immediate collection efforts on or after the day following the date a payment is missed. The Association shall not be required to forward any written confirmation of such payment arrangements nor shall it be required to attempt to notify said owner(s) of any subsequent collection action should it become necessary.
5. Payment arrangements will be made only in the event the owner(s) past payment history has been in good standing (no more than two late charges assessed within the previous twelve months) and only in the event payment arrangements made previously had been fully complied with.
6. Payment arrangements will only be made with recorded owner of property or a person acting on behalf of the owner with a proper Power of Attorney presented in writing to the Association. Association will not bill or make payment arrangements with anyone other than owner of unit unless a signed letter authorizing the Association to do so has been filed with the Association.

Hereby Resolved, by a majority vote of the Board of Directors, this Policy Resolution is hereby adopted at the Meeting of the Board of Directors held on the below date at the Windsor Oaks Recreation Center. The following is an alphabetical list of those Board Members present at such meeting:

- | | |
|------------------|-----------------------|
| Kemberly Arthur | Robert Bennett |
| Deborah Blotkamp | MaryAnn Broughton |
| Edward Duddy | Donald Jones |
| Michael Kivett | Donald Marsh (Absent) |
| William Riggs | |

This Policy Resolution replaces the noted previous Policy which is hereby rescinded: Policy #33

Policy Titled: Policy Resolution Pertaining to Assessment Collection
 Date Originally Enacted: 12/16/87 Last Date Revised: 6/19/91*
 Date Adopted: March 20, 1991 Date Effective: March 20, 1991
 * This revision effective 7/1/91.

POLICY RESOLUTION #401
ARCHITECTURAL CONTROL COMMITTEE

COMMITTEE COMPOSITION, GUIDELINES & PROCEDURES

PROBLEM/HISTORY

The Architectural Control Committee is established by the Declaration of Covenants, Conditions & Restrictions. The Declaration addresses numerous areas of concern and restrictions placed on property owners/residents within Timberlake. The Declaration provides for only five members of the Committee and charges it with enforcement of such numerous restrictions for over 1,300 properties. Due to the requirement of such members to serve as volunteers, the Committee has made varying degrees of inspections or has periodically lapsed in its inspections. Coupled with turnover of membership, items are handled differently dependent upon the makeup and background of committee members as they change from time to time. The Declaration also requires the Architectural Control Committee to adopt, amend and repeal rules known as "Architectural Control Committee Rules."

SCOPE & INTENT

This Policy Resolution will replace any and all policies prior to January 23, 1991 governing the Architectural Control Committee and enforcement of the Declaration or Architectural Rules. It is the intent of the Board of Directors to establish guidelines covering the responsibilities and duties of the Architectural Control Committee and to give guidance concerning citing of violations or discrepancies.

AUTHORITY

The Declaration of Covenants, Conditions & Restrictions at Article VIII, Section 1 et. seq. states the Committee shall "consist of three regular members and two alternate members. None of such members will be required to be an architect or to meet any other particular qualifications for membership. A member need not be, but may be, a member of the Board of Directors or an officer of the Association." In addition, the Declarations at Article IV set forth numerous restrictions on properties and their owners, tenants, etc. See Declaration for further details, such Declaration is incorporated herein by reference.

SPECIFICATIONS

- A. Committee Composition: The Architectural Control Committee shall be as stated within the Declaration: three regular members and two alternate members, one of whom shall serve as Chairman, appointed by the President of the Board of Directors.
- B. Terms of Office: Terms shall run in accordance with the Declaration for periods of three years each unless a member resigns or is otherwise removed in accordance with the Declaration.
- C. Appointment & Removal: Shall be in accordance with the Declaration which states "The right to appoint and remove all regular and alternate members . . . is hereby vested solely in the Board of Directors, . . . no . . . member may be removed. . . except by the vote or written consent of two-thirds of all the members of the Board of Directors." Therefore, a simple majority vote of the Board shall result in appointment; two-thirds shall be required for removal.
- D. Resignations: Shall be in accordance with the Declaration via written resignation from a committee member.

Policy Resolution #401
Architectural Control Committee
Committee Composition, Guidelines and Procedures
Page 2

- E. Vacancies: Shall be filled in accordance with the Declaration via appointment by the Board of Directors.
- F. Duties: As more fully described in the Declaration, it shall be the duties and responsibilities of the A.C.C. Members to:
1. Hold meetings a minimum of once per month for the review and approval/disapproval of all requests submitted. A quorum of at least two permanent members (or one permanent and one alternate) shall be required to conduct business. Hold additional meetings as required to ensure timely approval or disapproval of requests of an emergency nature (i.e. roof leaks, traumatic damage, etc.).
 2. Maintain accurate written minutes of all decisions.
 3. Require the signature of at least TWO members on all requests approved or disapproved and date such action is taken.
 4. From time to time as the Committee deems necessary, and in accordance with the Declaration, in its sole discretion, adopt, amend and repeal, by unanimous vote or written consent of the permanent committee members, rules and regulations known as "Architectural Control Committee Rules."
 5. A minimum of once per year, make a thorough walk-through inspection of each home in Timberlake from both front and rear (and sides where possible) and preferably in the spring of each year for letters to be sent to notify owners/residents of maintenance requirements in the coming months.
 6. Periodically review and draft letters for notification to owners.
 7. Prepare guidelines outlining the types of violations where a written notification is required versus notices of other kinds.
 8. Oversee any sub-committees, if authorized by the Board of Directors, to assist in inspections or other duties.
 9. Recruit other Association members to assist with routine inspections for violations of a minor nature.

Hereby Resolved, by a majority vote of the Board of Directors, this Policy Resolution is hereby adopted at the Meeting of the Board of Directors held on the below date at the Windsor Oaks Recreation Center. The following is an alphabetical list of those Board Members present at such meeting:

Kemberly Arthur	Robert Bennett (absent)
Deborah Blockamp (absent)	MaryAnn Broughton
Edward Duddy	Donald Jones
Michael Kivert	Donald Marsh
William Riggs (absent)	

This is a new Policy Resolution which may reaffirm informal or unwritten policies of past Boards of Directors.

Date Adopted: January 23, 1991 Date Effective: Immediately.

POLICY RESOLUTION #402
ARCHITECTURAL CONTROL COMMITTEE
PROCEDURES FOR NOTIFICATION OF RULES VIOLATIONS

PROBLEMS/HISTORY

Timberlake is an attractive, well-kept community. Its individual houses and properties generally provide a positive image of the area. This is important to maximize property values and ensure "a nice place to live". It is desirable to establish a policy that will provide for continued high community standards.

Originally, discrepancies or rules violations were noted by the Architectural Control Committee Members and letters were sent by the Association office asking residents with discrepancies to comply with rules. Later, the Board of Directors delegated this function to the Association Manager and letters were sent from the Manager to residents. In 1981, the Board determined it was inadvisable to have the Manager perform this task because it provided a negative image of the Manager and took time required for management functions. A policy resolution was enacted in October, 1981 to establish procedures for discrepancy inspections, notification and follow-up. In April, 1984, further provisions were added to encourage compliance. In February, 1986 it was recognized, the Association has the authority to collect attorney fees from homeowners when fees are incurred for enforced compliance with the restrictions.

The community has grown to 1,320 homes and aged and homes require more maintenance of a preventative, corrective and routine nature. The task of inspecting and notifying owners and residents of such requirements has become cumbersome and somewhat ineffective due to the small staff, the small number of A.C.C. Members mandated by the Declaration and the large number of homes.

SCOPE & INTENT:

This Policy Resolution will replace all Policies prior to January 23, 1991 in their entirety where concerns the Architectural Control Committee and the enforcement of the Declaration and/or Architectural Control Rules. It is the intent of the Board of Directors to further clarify the role of the A.C.C. and prescribe their duties and procedures under which they shall operate.

AUTHORITY

The Declaration of Covenants, Conditions and Restrictions establishes the foundation for architectural control in Timberlake and designates under Article VIII the Organization, Power, Composition, etc. therein. Article IV, Section 2 provides numerous restrictions for the purpose of keeping a well-maintained community. Article II, Section 1 provides for the suspension of use of recreational facilities for violations of the Declaration or Rules. Article VII, Section 8 allows for collection of attorney fees from homeowners for enforced compliance with the restrictions. The Declaration of Covenants, Conditions & Restrictions is incorporated herein by reference to that end.

In addition, Chapter 679 of the Virginia Acts of Assembly, Title 55 at Chapter 26, Sections 55-508 et. seq. further prescribes legal procedures for due process which is also incorporated herein by reference. It shall be noted that any and all subsequent amendments to this Act shall also automatically become incorporated herein without further action required by the Board of Directors.

SPECIFICATIONS

Therefore, effective immediately the following procedures shall apply to discrepancies or violations of the Declaration or Architectural Control Rules:

- A. Discrepancy Inspections: Each section of Timberlake will be inspected at least once a year by the Architectural Control Committee Members, and properties deemed to be in violation of a major nature of the Declarations and A.C.C. Rules will be reported to the Association office. Note: "Major Nature" of violations is further defined herein.
- B. Discrepancy Notifications: The Association office will send a letter to owners, and tenants when deemed necessary, concerning the need to attend to such major violations within a specified and reasonable period of time. Such time period will vary both due to degree of the correction requested and due to time of year/weather conditions dependent upon the nature of the requested maintenance.
- C. Discrepancy Rechecks and Follow-ups: This general plan for follow-ups will be implemented although variations will occur based on resident communication with office and homeowner contact with Association staff.
 1. An Association staff member or an A.C.C. Member will conduct a second inspection after the time period specified in the original letter. If not corrected, a second letter will be sent stating it is a Second Request for correction and allowing a shorter time-frame for correction.
 2. An Association staff member or an A.C.C. Member will conduct a third inspection after the time period specified in the Second Request. If not corrected, a third letter will be sent noting it as a Final Request and allowing a shorter time-frame for correction than noted in the Second Request.
 3. An Association staff member or an A.C.C. Member will conduct a fourth inspection after the time period specified in the Final Request. If the matter has not been adequately resolved by this time, a "Due Process Hearing Letter" will be sent as required by State Statute and a date set for the "Due Process Hearing." This notice will be sent by certified mail, or as otherwise prescribed by law.
 4. A Due Process Hearing will then be conducted by a majority of the Board of Directors and attended by a least 2 Architectural Control Committee members (at least one of whom shall be a permanent member). Whether or not the homeowner appears in person, and the Board will take further action in accordance with State Statutes and the Declaration and will pursue sanctions such as revocation of voting and recreational privileges, filing suit for injunctive relief, and any or all other remedies available.

Nothing herein contained shall prohibit the Association staff or Architectural Control Committee members from granting extensions Policy requested by an owner. Such extensions shall be for a reasonable period of time dependent upon the reason the request is made and the nature of the request. The next required recheck will be conducted after the expiration of such extension. No extensions will be granted after the Due Process Hearing has been scheduled and the letter sent unless so approved by a majority of the Board of Directors.

Major Nature of Violations

Violations of a major nature shall be defined as follows; however, under no circumstances shall this list be construed as inclusive or exclusive by nature of the descriptions below. It is hereby acknowledged that not all circumstances considered to be in violation of the Declarations or A.C.C. Rules can possibly be listed herein:

Non-Residential or Multi-Family Use : Properties deemed in violation of the Single-Family Residential Use. Only upon two written complaints by affected residents shall the Board attempt action against an owner; such written complaints must specifically identify the nature and exact details as proof concerning the alleged multi-family or non-residential use and the exact address of the problem and state the name, address and daytime phone number of the complainants.

Animals: Animals not deemed by the Board of Directors as a generally recognized house or yard pets, including but not limited to livestock, fowl, poultry, etc. or deemed by the Board to be excessive or a nuisance in nature. Only upon two written complaints by affected residents shall the Board or A.C.C. take action against owners of animals considered to be a nuisance; such written complaints must specifically identify and describe the animal(s), the exact nature of the nuisance, the exact address of the owners of the animal(s) and state the name, address and daytime phone number of the complainants.

Antennas: Antennas or other receiving devices.

Nuisances: As further defined in the Declaration and only after receipt of two written complaints from affected residents; such written complaints shall include information as further outlined under other violations noted herein. Utility Services: Lines, wires or other exterior conduits installed not concealed in, under or on buildings or other approved structures.

Mobil homes, trailers of any kind, commercial trucks, campers, boats, etc. : When stored on properties where visible from neighboring properties.

Mobil homes, trailers, commercial trucks, campers, boats, etc. including motor vehicles : Being constructed or repaired on property other than routine and ordinary minor preventative maintenance as is necessary on resident's own vehicles.

Repair/Maintenance of Buildings/Structures : Any items which require a major expenditure on the part of the owner, i.e. painting of entire unit or all trim on a unit, major repairs to or total replacement of fences and other structures on the lot, window and/or window glass replacement of 3 or more 'fogged' windows, roof repairs or replacement, driveway repairs, replacement, removal of large amounts of debris, non-approved exterior change to property, etc.

Policy Resolution #402
Architectural Control Committee
Procedures for Notification of Rules Violations
Page 4

Machinery or Equipment: Machinery or equipment of any kind placed, operated or maintained upon or adjacent to any property that is not usual and customary in connection with a residence or other appurtenant structures.
Common Areas - Damage to or Inappropriate Storage of Personal Property On:

Any damages deemed caused by a particular unit, or personal property or debris stored or strewn on common areas. If unit owner does not ensure correction of this problem, a fee may be charged by the Association for correction. (See related Policy Resolution(s)).

Lawn Maintenance: In accordance with other related Policy Resolutions, lawns over a specified height (See other related Policies).

Parking: Inappropriate or unauthorized parking of vehicles in the Willowood Quadravillas section whether on asphalt or lawn areas. This shall include disabled vehicles even when parked in 'overflow' parking area or any vehicle parked anywhere leaking fluids. Such notice may be attached to the vehicle or placed on door of unit, if owner is known. Also, parking of vehicles on private lawns where damage can occur.

Other: Any and all other repeated minor violations after which one or more notices via "door hangers" have failed to result in compliance. Any other violations (including storage of RV's, trucks, etc. on property) as further outlined in the Declaration of Covenants, Conditions & Restrictions or the A.C.C. Rules.

Hereby Resolved, by a majority vote of the Board of Directors, this Policy Resolution is hereby adopted at the Meeting of the Board of Directors held on the below date at the Windsor Oaks Recreation Center. The following is an alphabetical list of those Board Members present at such meeting:

Kemberly Arthur	Robert Bennett (absent)
Deborah Blotkamp (absent)	MaryAnn Broughton
Edward Duddy	Donald Jones
Michael Kivett	Donald Marsh
William Riggs (absent)	

This Policy Resolution replaces the noted previous Policy which is hereby rescinded: Policy #30
Policy Titled: Architectural Control Discrepancy Procedures.
Date Originally Enacted: 3/19/86 Last Date Revised: 3/11/87

Date Adopted: January 23, 1991 Date Enacted: Immediately.

POLICY RESOLUTION #403
ESTABLISHMENT OF THE PROPERTY VALUE ENHANCEMENT COMMITTEE
AS A SUB-COMMITTEE UNDER THE ARCHITECTURAL CONTROL COMMITTEE
COMMITTEE COMPOSITION, GUIDELINES & PROCEDURES

PROBLEM/HISTORY

Timberlake Community Association is a Planned Unit Development which, by design, was built in accordance with established architectural and aesthetic schemes encompassing sections of homes varying from single-family detached to single-family attached units and varying in materials and styles. Architectural Control is of great concern to enhance and protect the values of properties within the Association.

Over the years, properties age and deteriorate requiring various degrees and types of maintenance from minor landscape maintenance to residing or reroofing a unit. The community's homes are physically aging and requiring more maintenance to preserve property values. In this regard, previous policies governing the enforcement of the Architectural Rules have become too cumbersome and expensive for continued effectiveness due to the large number of homes, the small number of Architectural Control Committee members and the lack of paid staff to support this role. In this regard, the Architectural Control Committee desires to establish a Sub-Committee, the Property Value Enhancement Committee, whereby certain inspections and notifications of requests for minor maintenance or repairs will be delegated to members of the Sub-Committee. Requests for larger or more major maintenance/repairs would continue to be cited by both committees jointly and letters would be sent via the office staff and followed up jointly by the office staff and the Architectural Control Committee Members.

SCOPE & INTENT:

This Policy Resolution will replace all policies prior to January 23, 1991 in their entirety where concerns enforcement of the Declaration of Covenants, Conditions and Restrictions and Architectural Control Committee Rules. It is, therefore, the intent of the Board of Directors to establish the Property Value Enhancement Committee.

AUTHORITY

Article IX of the By-Laws of Timberlake Community Association at page 6 states: "The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose."

SPECIFICATIONS

A. Committee Composition: The Property Value Enhancement Committee shall consist of at least three regular members of which one such member shall serve as Chairperson appointed by the President of the Board of Directors. Additional members of the Association (known as "Assistants") shall serve at the pleasure of the Property Value Enhancement Committee and carry out the duties of this Committee, though they need not be appointed as regular members. Members and Assistants of this Sub-Committee shall also be members of the Association.

Policy Resolution #403
Property Value Enhancement Committee
Committee Composition, Guidelines & Procedures
Page 2

B. Terms of Office: Terms shall be for one year and shall automatically renew for one-year periods. Terms shall therefore not expire, however, a vacancy may be created by the death, resignation or removal of a committee member.

C. Appointment and Removal: The right to appoint and remove all members of the Property Value Enhancement Committee shall be vested solely in the Board of Directors provided that no member may be removed from the Property Value Enhancement Committee except by the vote or written consent of a majority of the members of the Board of Directors. The Architectural Control Committee Members may make written recommendations to the Board of Directors through the course of their regularly scheduled Architectural Control Committee Meeting Minutes.

D. Resignations: Any member of this Committee may at any time resign from the Committee by giving written notice thereof to the Board of Directors. Assistants may resign via verbal notice to the Association Manager or Architectural Control Committee.

E. Vacancies: Vacancies on this Committee, however caused, shall be filled by the Board of Directors as stated above.

F. Duties: It shall be the duties of the Property Value Enhancement Committee to:

1. Recommend procedures for requests for correction of minor violations to the Declaration of Covenants, Conditions and Restrictions or Architectural Control Rules. Such procedures to be in written form requiring approval first by the majority vote of the Architectural Control Committee and subsequently by a majority vote of the Board of Directors. Such procedures shall be in Policy Resolution format.

2. Make recommendations to the Architectural Control Committee for changes/revisions to the Architectural Control Committee Rules based upon the results of its inspections throughout the community.

3. Report, in written format, major violations of the Declaration or A.C.C. Rules to the Architectural Control Committee for further investigation or a more thorough inspection and/or to the Association's office staff.

4. Recruit assistance for the Property Value Enhancement Committee.

5. Work at the pleasure and discretion of the Architectural Control Committee in citing minor violations of the Declarations and Architectural Control Committee Rules via 'door hanger' notices and report more major violations to the Architectural Control Committee or the Association Office for written notification and follow up.

6. Assist the Architectural Control Committee whenever requested on other Architectural Control Committee matters.

7. Make routine inspections (optimally once per month) of a section of Timberlake and place "door hangers" at properties with minor violations.

G. Procedures:

The Property Value Enhancement Committee shall make inspections optimally once monthly of the sections of Timberlake. Committee Members and Assistants shall not make inspections of the section in which they reside or own a property in order to maintain total objectivity. Volunteers will be requested via the newsletter and recruitment by the Architectural Control Committee and Property Value Enhancement Committee Members and assigned to inspect another section from which others have volunteered. If volunteers are not forthcoming from a section, it will not be inspected for minor discrepancies.

Sections to be inspected will be assigned by the Architectural Control Committee. Every effort will be made to assign a volunteer to a section similar in size and design to the one in which such volunteer resides (i.e. detached homes to detached homes; attached homes to attached homes).

If a minor violation is noted again on a subsequent inspection, such violation may be reported to an A.C.C. Member or the Association office for written notification and follow-up.

No property or Association member shall be "singled-out". Such violations, whether major or minor, shall be reported on an entire section.

Both front and rear of homes shall be inspected no less than twice per year; once per month is optimum and will be strived for.

Hereby Resolved, by a majority vote of the Board of Directors, this Policy Resolution is hereby adopted at the Meeting of the Board of Directors held on the below date at the Windsor Oaks Recreation Center. The following is an alphabetical list of those Board Members present at such meeting:

Kemberly Arthur	Robert Bennett (absent)
Deborah Blockamp (absent)	MaryAnn Broughton
Edward Duddy	Donald Jones
Michael Kivett	Donald Marsh
William Riggs (absent)	

This is a new Policy Resolution which may reaffirm informal or unwritten policies of past Boards of Directors.

Date Adopted: January 23, 1991 Date Effective: Immediately

POLICY RESOLUTION #404
MINOR VIOLATIONS TO BE CITED BY THE
PROPERTY VALUE ENHANCEMENT COMMITTEE,
SUB-COMMITTEE OF ARCHITECTURAL CONTROL COMMITTEE

PROBLEM/HISTORY

Under current or previous Policies, the role of citing and follow-up on violations of the Declaration of Covenants, Conditions & Restrictions or Architectural Control Rules was mainly the duty of the Architectural Control Committee Members. When Timberlake was smaller and properties newer, this was more easily handled by the five members mandated by the Declaration. However, the Association's membership has grown to 1,320 homes and, therefore, the task of citing and follow-up on many minor violations has become too burdensome for such a small group of volunteers and for the limited time available by the Association's staff.

SCOPE & INTENT

This Policy Resolution expresses the intent of the Board of Directors, on the recommendation of the Architectural Control Committee, to establish a list of the types of minor violations to be cited by the newly established Property Value Enhancement Committee. This list is to be utilized as a guideline for the Property Value Enhancement Committee to address minor violations of a given nature and shall not be construed to be exclusive or all inclusive by nature or design. More major violations may be referred to the Architectural Control Committee or directly to the Association Office for follow up.

AUTHORITY

Article IX of the By-Laws of Timberlake Community Association at page 6 states: "The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose."

SPECIFICATIONS

The following shall be the types of minor violations the Property Value Enhancement Committee shall cite, though this list is not construed to be exclusive or all inclusive by nature. The first or initial notice shall be in the form of a 'door-hanger' placed on the door of the subject property.

Types of Minor Violations

Animals: Animal droppings of an excessive nature on homeowners' properties.
Temporary Occupancy: Use of trailer, building, tent, etc. of any kind for temporary or permanent living quarters.
Landscape Maintenance: Plant beds weedy or requiring mulch or other maintenance, weeds in cracks of driveway or sidewalk areas, trimming bushes and shrubs, removing dead trees or shrubs or other lawn maintenance of a minor nature. **LAWNS EXCEEDING A SPECIFIED HEIGHT SHOULD BE REPORTED TO OFFICE FOR LETTER AND FOLLOW-UP. ASSOCIATION MAINTAINS THE PROPERTY AND THEN BILLS FOR MAINTENANCE ONCE COMPLETED ONLY AFTER A WRITTEN NOTICE IS MAILED**
(See related Policies).

Nuisances: Accumulation of trash or debris on, in or around the property especially where visible from neighboring properties.

Repairs: Minor repairs to physical property, to include but not limited to, repair of several boards on house, shed or fence; small section of paint to be touched up; cleaning soils or stains from siding/trim, etc.; broken windows or torn/bent screens or storm doors; replacement of screens, shutters, etc.; replacement of missing/broken light fixtures; other minor maintenance requirements.

Trash Containers: Trash or trash receptacles of any nature stored in the front or side yard of any lot so as to be visible from neighboring property except on the day of city collection. TRASH STORED ON COMMON AREAS SHOULD BE REPORTED TO ASSOCIATION OFFICE FOR FOLLOW-UP.

Clothes Drying Facilities: Outside clothes lines or other outside facilities or drying or airing clothes erected, placed or maintained in front of the rear foundation line unless exclusively within a fenced service yard or otherwise concealed and not visible from neighboring property. On corner lots, clotheslines should not be located closer to the side street than the line of the foundation facing said side street.

Encroachments: Plantings of any kind overhanging sidewalks, streets or other pedestrian easements. DANGEROUS ENCROACHMENTS ONTO COMMON AREAS OR SIDEWALKS SHOULD BE REFERRED TO THE ASSOCIATION OFFICE FOR FOLLOW-UP.

Signs: Any signs other than one real estate sign offering property for sale.

Parking: Inappropriate or unauthorized parking of vehicles in the Willowood Quadravillas section whether on asphalt or lawn areas. This shall include disabled vehicles even when parked in 'overflow' parking area or any vehicle parked anywhere leaking fluids. Such notice may be attached to the vehicle or placed on door of unit, if owner is known. Parking vehicles on private lawns where damage can occur.

Other: Any other item of a minor nature, for instance, the installation of storm door/storm window which is incorrect color with a request to paint appropriately; dog houses placed where visible; or any other item deemed to be minor by the Architectural Control Committee.

Upon the next inspection, if the item has not been corrected after the door-hanger notice, the item may be reported in writing, if deemed necessary, to the Architectural Control Committee Chairman or to the Association office for a written notification, or a another "door-hanger" can be left at the property.

See Policy Resolution pertaining to establishment of the Property Value Enhancement Committee for additional duties and procedures. A copy of these two Policies shall be provided to each volunteer prior to their assignment to a section of homes for inspection.

Hereby Resolved, by a majority vote of the Board of Directors, this Policy Resolution is hereby adopted at the Meeting of the Board of Directors held on the below date at the Windsor Oaks Recreation Center. The following is an alphabetical list of those Board Members present at such meeting:

Policy Resolution #404
Minor Violations to be cited by the
Property Value Enhancement Committee
Sub-Committee of Architectural Control Committee
Page 3

Kemberly Arthur
Deborah Blockamp (absent)
Edward Duddy
Michael Kivett
William Riggs (absent)

Robert Bennett (absent)
MaryAnn Broughton
Donald Jones
Donald Marsh

This is a new Policy Resolution which may reaffirm informal or unwritten policies of past Boards of Directors.

Date Adopted: January 23, 1991

Date Effective: Immediately

POLICY RESOLUTION PERTAINING TO ALCOHOLIC BEVERAGES AT SWIMMING POOLS

Timberlake Community Association in the past has had no formal policy pertaining to alcoholic beverages being consumed at the pools during normal operational hours. Due to recent law suits and heightening awareness of alcohol - related accidents, the Board of Directors feels it is necessary to address this issue at this time.

Article V, Section 3 of the Declaration of Covenants, Conditions and Restriction, states: "By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend and appeal rules and restrict and govern use of any common area by any owner, by the family of such owner, or by any invitee, licensee or lessee of such owner; provided, however, that the Timberlake Rules may not discriminate among owners and shall not be inconsistent with this Declaration, the Articles or Bylaws..."

Therefore, due to the potential hazards and liabilities associated with permitting alcoholic beverages to be consumed at the Association's pools during normal operational hours, the Board of Directors hereby adopts the policy to prohibit alcoholic beverages from being brought into the pool areas during normal operational hours. This does not prohibit the consumption of alcoholic beverages at private parties, provided that the resident hosting the party supply the Association with a proper permit as required by the State Alcoholic Beverage Control Board.

POLICY RESOLUTION PERTAINING TO COMMON AREA IMPROVEMENTS BY HOMEOWNERS

Often homeowners wish to improve the common areas by planting trees, shrubs, flowers, and other vegetation. Sometimes these improvements cause maintenance problems. Because of the benefits of attractive common areas to the entire community, the Association wishes to continue to allow homeowners to beautify the common areas, but needs to establish criteria for these improvements.

Problems concerning planting on common area currently exist in Timberlake because of methods the Association must utilize to efficiently maintain these common areas.

1. Plantings can make the Association maintenance of the common areas more difficult, time-consuming and costly.
 - a. Access to common areas for cost-efficient tractor mowing may be decreased by plantings.
 - b. Improperly mulched, fenced or edged plantings increase the amount of weedeating and may require hand weeding.
 - c. Plantings are often small, difficult to see, and unprotected, and are easily damaged by routine maintenance.
2. Homeowner and Association maintenance responsibilities have been unclear resulting in misunderstandings.
 - a. Some homeowners feel that plantings on common area are not being maintained by the Association.
 - b. Some homeowners feel plantings on common area are being damaged by Association maintenance.
 - c. Some plantings have not been adequately maintained by either the homeowner or the Association.
 - d. Plants are sometimes removed by the homeowner, resulting in damaged area.

Timberlake's Declaration of Covenants, Conditions and Restrictions states:

Article IV, Section 3, Paragraph A - Maintenance by Association. The Association may...As to any Common Area...placed under its jurisdiction, in the discretion of the Board, without any approval of the Owners being required:

5) Do all such other and further acts which the Board of Directors deems necessary to preserve and protect the property and the beauty thereof in accordance with the general purposes specified in the Declaration.

6) The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.

POLICY RESOLUTION PERTAINING TO COMMON AREA USAGE

A problem exists concerning usage of the common areas in that the Board established a policy intended to keep youth from destroying the Willowwood limited common areas, and now other sections are expecting enforcement of this rule in situations where play on the common areas is reasonable.

In 1980 many complaints were received from Willowwood residents whose "front yard" areas were being used for organized team sports. In response to these complaints, on March 27, 1980 the Board approved the following policy.

"The Board adopts a Timberlake Rule prohibiting constant and habitual play and all sports activities including, but not limited to, football, soccer, and baseball which are destructive to grass, trees, shrubs, flowers and other vegetation in Common Areas of Timberlake, except in specifically designed rough play areas."

Since that time homeowners in various other sections have made complaints when persons play catch, games, etc. on the common areas. Although it is reasonable to not allow play in "front yards" areas, it is not reasonable to prohibit play on open areas.

Article II, Section 1 of the Declaration of Covenants, Conditions and Restrictions notes "Every owner shall have a right and an easement of enjoyment in and to the Common Area." Article II, Section 1, paragraph (F) of the Willowwood Supplemental Declaration of Covenants, Conditions and Restrictions notes: "the common area on the real property described herein (except for excepted common area) is for the exclusive use of the owners...of lots located on the real property described herein, who shall, as Class E members, provide the funds for the maintenance of said common areas."

Therefore, effective October 21, 1982 the March 27, 1980 motion shall be rescinded and the following policy shall become effective.

The Board adopts a Timberlake Rule prohibiting play and sports activities, including, but not limited to, football, soccer, and baseball which are destructive to grass, trees, shrubs, flowers and other vegetation, in the Willowwood common areas, except for the open areas between sidewalk and the lake.

POLICY RESOLUTION PERTAINING TO FACILITY USAGE

Timberlake's facilities are a valuable asset because they provide places for community activities. It is necessary to establish a written policy for usage.

Previously the rec centers and pool have been available to homeowners in good standing for private party rentals. Occasionally reduced rates for rental have been allowed for groups using the building on a regular basis. The buildings have been made available at no fee for instructional classes where participation has been limited to Timberlake residents and to community groups such as the Scouts, Teens, Singles, Bridge group, etc.

The Timberlake Declaration of Covenants, Conditions and Restrictions states:

Article II, section 1, paragraph (a) "The right of the Association to charge reasonable admission fees and other fees for the use of any recreational facility...." (d) "The right of the Association to suspend the...right to use of any recreational facilities by an Owner for any period during which any assessment against his lot...remains unpaid, and for a period not to exceed 60 days for any infraction of this Declaration or the Timberlake Rules."

Article IV, section 3, paragraph B "In the event any Common Area is damaged or destroyed through the intentional or negligent act of any Owner or any person for whom he is legally responsible, such Owner does hereby authorize the Association to repair said damaged area...the amount necessary for such repairs shall be paid by said Owner."

Article V, section 3 "The Timberlake Rules may restrict and govern the use of any Common Area by any Owner, by the Family of such Owner, or by any invitee, licensee or lessee of such Owner; provided; however, that the Timberlake Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or by-Laws".

Effective February 11, 1987 the facility usage policy shall be:

A. Community activity groups recognized by the Recreation Committee and composed of Timberlake residents:

1. No fee for building usage/no deposit on recreation center.
2. Completion of Rec Center Usage Check List when building is used.
3. Activity group to be assigned facility deemed most appropriate for activity by the Association Manager.
4. Activities to be scheduled at appropriate times through the Association office.
5. Association accepts no responsibility for loss or damage to personal property used or left in the facilities.
6. Association may withdraw facility usage rights from any community activity group not following guidelines or damaging the facility.

POLICY RESOLUTION - FACILITY USAGE

B. Groups composed of non-Timberlake residents:

1. Signature of adult Timberlake resident on rental contract (assessment fees must be current).
2. Rental fee/deposit fee as established by the Board of Directors:
(a) regular rental fee.. (b) reduced fee for weekly rental.
3. Completion of Rec Center Usage Check List when building is used.
4. Association may withdraw facility usage rights from any resident not abiding by the contract or damaging the facility.
5. Repairs to the facility necessary because of damages will be paid by the renter.

C. Instruction groups composed of Timberlake and non-Timberlake residents:

1. Signatures of instructor on instructor contract.
2. Completion of Rec Center Usage Check List when building is used.
3. Rental fee/deposit as established by the Board of Directors.
4. Instruction class to be assigned facility deemed most appropriate for class by the Association Manager.
5. Instruction class to be scheduled at appropriate times through the Association with Timberlake residents having priority for enrollment at registration.
6. Instruction class to consist of at least 75% Timberlake resident participation.
7. Instructor to collect and receive the instruction fee.

POLICY RESOLUTION PERTAINING TO DUCKS

Because the Association office has had several inquiries concerning the ducks which have become a part of the Timberlake canals and lakes, the Board of Directors feels it is necessary to make a policy establishing what responsibility will be accepted by the Association for the ducks.

Originally there were no ducks on the canals and lakes. Then, several were brought in by homeowners to beautify the waters. In 1980, the Association accepted several ducks from the Green Run Homes Association when their waters became overpopulated. The Association has considered these animals a part of nature and has not expended Association funds for their care.

Article IV, Section 3. Permitted Uses and Restrictions - Common Areas. paragraph A. Maintenance by Association., (5) states:

The Association may, at any time, as to any common area...do all such other and further acts which the Board of Directors deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.

Effective December 17, 1986 the following policy shall be established concerning the ducks:

A. Feed shall be purchased by the Association and disbursed to the ducks by the maintenance staff or interested homeowners in the coldest winter months when natural food supplies are limited.

B. When the office is contacted by a resident concerning an injured duck, the duck will be reported to the Virginia Beach Animal Control.

POLICY RESOLUTION PERTAINING TO RECREATION VEHICLE PARKING AREA USAGE

It is necessary to have a written policy concerning what can and cannot be stored in the Recreational Vehicle Parking Area.

The four criteria for parking in the RV Area, as established by the Board in 1981 are that all vehicles must be:

1. Registered in Association office
2. A usable recreational vehicle
3. Owned by a Timberlake resident
4. Licensed where applicable

Since the time the RV Area was developed in 1980, it has been difficult in some instances, to determine what is and is not a "Recreational Vehicle", and in some instances the determinations have caused inequalities for space assignments because RV usage has generally been decided by what the vehicle is used for.

Article, VII, Section 1. Powers, paragraph (a) of the Timberlake Bylaws states:

The Board of Directors shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the Common Areas and facilities...."

Therefore, effective February 11, 1987 the following regulations shall be the Board policy concerning RV Area Usage.

The four criteria for RV Area Usage shall be that all vehicles in the RV Area must be:

1. Registered in Association office
2. A usable recreational vehicle
3. Owned by a Timberlake resident with assessment paid current
4. Currently licensed where applicable

Recreation vehicle shall be defined as the City of Virginia Beach defines vehicles, with the determining factor being what the vehicle is designed for. Vans, truck shells, and utility trailers will not be considered RV's. Boats, race car and motorcycle trailers, and campers will be considered RV's.

POLICY RESOLUTION #503
DUMPING ON COMMON AREAS

PROBLEM/HISTORY

A significant problem exists due to owners and residents discarding leaves, landscape materials, building materials and other debris on common areas bordering their properties. Efforts to maintain the common areas can be severely hampered because this debris must be removed or worked around. Common areas are also damaged when debris piled on grass kills the lawn and erosion can result in sloping areas. In April, 1981, a policy was adopted to bill owners for removal of items placed on the common area. The original policy was revised to increase the minimum charge for removal, which became inadequate due to the rising costs of landfill fees and labor.

In addition, a new problem has been occurring when owners and residents dispose of personal trash in the community trash barrels which are placed around the community for disposal of incidental trash (blowing papers, paper cups, etc.). This item was not specifically addressed in former policies. In addition, circumstances surrounding dumping on common areas differ in that some trash is obviously disposed of intentionally on common areas; other trash ends up on common areas through negligent acts such as improper packaging of trash while either stored on the resident's property or when placed on the curb for city removal. These circumstances require further clarification.

SCOPE & INTENT

This Policy covers the removal of debris, trash or other items in, on or around common areas, canals, community trash barrels, etc. when caused by residents/owners. This Policy intends to revoke, rescind and replace in their entirety all previous policies prior to January 23, 1991 with regard to removal of debris improperly placed, stored or dumped/dropped on Association property.

AUTHORITY

The Declaration of Covenants, Conditions and Restrictions at Article IV, Section 3. Permitted Uses and Restrictions - Common Area at paragraph A. Maintenance by Association, (5) states: "The Association may, at any time, as to any Common Area, in the discretion of the Board. . . Do all such other and further acts which the Board of Directors deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration." Article IV, Section 3, paragraph B also states: "In the event any Common Area is damaged or destroyed through the intentional or negligent act of an Owner or any person for whom he is legally responsible, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner and subject to the same conditions as provided elsewhere in this Declaration for collection and enforcement of assessments."

SPECIFICATIONS

Effective immediately, if Association staff ascertains trash, debris or other personal property is being improperly placed in, on or around any Association property, the following procedures will be followed:

1. When large piles of debris, etc. have been obviously intentionally disposed of on common areas, a letter will be sent to the owner proven or deemed responsible requesting the debris be removed within a reasonable period of time; such period of time shall be determined by the Association in its sole discretion dependent upon the amount/type of debris. If such debris is not removed by the person deemed or proven responsible, such debris shall be removed by Association, either directly through its staff or contracted.
2. When small amounts of debris are strewn about preventing adequate maintenance of an area, or small amounts such as several bags of trash left on common areas, the Association staff may remove such debris for proper disposal without notice to the owner or resident and the owner deemed or proven responsible shall be billed for such removal.
3. When bags of trash or other debris are found in, near or adjacent to the Association's barrels, dumpster or other amenities, the owner deemed responsible shall be billed accordingly.

In no case shall such charge be less than \$15. Charges may be greater dependent upon landfill fees, amount of debris/labor to remove and means of disposal required dependent upon the debris. Hazardous or toxic materials or waste oil spills/dumps shall be reported to authorities for follow-up and/or prosecution if deemed necessary and the responsible party shall be held responsible for all costs of clean-up/removal by any local, state or other authorities.

Proof shall be deemed adequate whenever one or more pieces of mail or other items are found in such trash indicating a Timberlake address. Proof shall also be deemed adequate when a resident reports, in writing, to the Association Office having witnessed a resident dumping on common areas. Such written notice to Association shall include the witness' name, address, phone number, date and time witnessed, a reasonable description of the item/debris dumped and location, a description of the person and/or their name and/or the address from which the witness saw the removal of the debris. Such witness filing said complaint shall also agree to bear witness in court for collection of fees in the event this becomes necessary.

Proof shall also be deemed adequate, especially in the instances of tree branches, shrubs, etc. when the maintenance staff can reasonably show proof (i.e. tree stumps, broken limb of same type of tree with recent damage on private property) through photographs of where debris came from; or if staff has witnessed the same debris/items on private property prior to its being placed on common areas.

Hereby Resolved, by a majority vote of the Board of Directors, this Policy Resolution is hereby adopted at the Meeting of the Board of Directors held on the below date at the Windsor Oaks Recreation Center. The following is an alphabetical list of those Board Members present at such meeting:

Policy Resolution #503
Dumping on Common Areas
Page 3

Kemberly Arthur
Deborah Blotkamp (absent)
Edward Duddy
Michael Kivett
William Riggs (absent)

Robert Bennett (absent)
MaryAnn Broughton
Donald Jones
Donald Marsh

This Policy Resolution replaced the noted previous Policy which is hereby rescinded: Policy #13
Policy Titled: Dumping on Common Grounds
Date Originally Enacted: 4/2/81 Last Date Revised: 1/21/87
Date Adopted: January 23, 1991 Date Effective: Immediately

POLICY RESOLUTION #506
RECREATIONAL VEHICLE STORAGE AREA
ABANDONMENT & TOWING

PROBLEM/HISTORY

The Recreational Vehicle Storage Area, presently on land not owned by the Timberlake Community Association, was originally leased from the Virginia Power Company (formerly VEPCO). The Association is currently under negotiation with the City of Virginia Beach to lease this land from the City, who purchased the land from Virginia Power.

Problems exist in the R.V. Storage Area when residents assigned spaces do not abide by the agreement they signed. The storage area was constructed by the developer in 1980 and residents were issued keys to the gate and were permitted to park in any available space; problems occurred when non-recreational vehicles were frequently parked in the area, small vehicles were located in large spaces, unregistered vehicles were stored, etc. In 1982, the Association reorganized the RV Area, posted space number indicators on the fence and issued decals making space assignments. Rules were established and each person issued a space was required to initial each regulation and sign and date the agreement.

Inspections are periodically made in the RV Area and many letters to residents are required due to expired tags or licenses, missing decals, vehicles incorrectly parked or in the wrong space, or not in working order.

SCOPE & INTENT

This Policy governs the rules for the RV Storage Area and the results of non-compliance with the rules of the RV Storage Area Agreement. This Policy intends to revoke, rescind and replace in their entirety all previous policies prior to January 23, 1991 governing the use of the RV Storage Area or any results of non-compliance with rules.

AUTHORITY

The Declaration of Covenants, Conditions & Restrictions, Article V, Section 3 states: "By a majority vote the Board, the Association may . . . adopt . . . rules and regulations. The Timberlake Rules may restrict and govern the use of any Common Area by any Owner. . ." RV spaces are considered by the Board of Directors to be a Common Area by virtue of the Association's right to control the area.

SPECIFICATIONS

Therefore, effective immediately, the following shall be the Rules governing the RV Storage Area, in addition to those rules established in the RV Storage Area Agreement:

1. Periodic inspections will be made of the RV Storage Area and letters will be sent via regular mail to those RV owners who are deemed to be in violation of any of the rules.
2. Three successive letters regarding violations within one year (whether or not the violation is the same each time) shall constitute breach of the agreement and automatically forfeit such RV owner's right to use said RV Area. The first and second violation notices will contain language explaining that three successive notices of violations in the RV Storage Area will result in the revocation of their rights to use the RV Storage Area and their vehicle may be subject to towing after the third such notice.

Policy Resolution #503
Dumping on Common Areas
Page 3

Kemberly Arthur
Deborah Blotkamp (absent)
Edward Duddy
Michael Kivett
William Riggs (absent)

Robert Bennett (absent)
MaryAnn Broughton
Donald Jones
Donald Marsh

This Policy Resolution replaced the noted previous Policy which is hereby rescinded: Policy #13

Policy Titled: Dumping on Common Grounds

Date Originally Enacted: 4/2/81 Last Date Revised: 1/21/87

Date Adopted: January 23, 1991

Date Effective: Immediately

POLICY RESOLUTION #506
RECREATIONAL VEHICLE STORAGE AREA
ABANDONMENT & TOWING

PROBLEM/HISTORY

The Recreational Vehicle Storage Area, presently on land not owned by the Timberlake Community Association, was originally leased from the Virginia Power Company (formerly VEPCO). The Association is currently under negotiation with the City of Virginia Beach to lease this land from the City, who purchased the land from Virginia Power.

Problems exist in the R.V. Storage Area when residents assigned spaces do not abide by the agreement they signed. The storage area was constructed by the developer in 1980 and residents were issued keys to the gate and were permitted to park in any available space; problems occurred when non-recreational vehicles were frequently parked in the area, small vehicles were located in large spaces, unregistered vehicles were stored, etc. In 1982, the Association reorganized the RV Area, posted space number indicators on the fence and issued decals making space assignments. Rules were established and each person issued a space was required to initial each regulation and sign and date the agreement.

Inspections are periodically made in the RV Area and many letters to residents are required due to expired tags or licenses, missing decals, vehicles incorrectly parked or in the wrong space, or not in working order.

SCOPE & INTENT

This Policy governs the rules for the RV Storage Area and the results of non-compliance with the rules of the RV Storage Area Agreement. This Policy intends to revoke, rescind and replace in their entirety all previous policies prior to January 23, 1991 governing the use of the RV Storage Area or any results of non-compliance with rules.

AUTHORITY

The Declaration of Covenants, Conditions & Restrictions, Article V, Section 3 states: "By a majority vote the Board, the Association may. . .adopt...rules and regulations. The Timberlake Rules may restrict and govern the use of any Common Area by any Owner. . ." RV spaces are considered by the Board of Directors to be a Common Area by virtue of the Association's right to control the area.

SPECIFICATIONS

Therefore, effective immediately, the following shall be the Rules governing the RV Storage Area, in addition to those rules established in the RV Storage Area Agreement:

1. Periodic inspections will be made of the RV Storage Area and letters will be sent via regular mail to those RV owners who are deemed to be in violation of any of the rules.
2. Three successive letters regarding violations within one year (whether or not the violation is the same each time) shall constitute breach of the agreement and automatically forfeit such RV owner's right to use said RV Area. The first and second violation notices will contain language explaining that three successive notices of violations in the RV Storage Area will result in the revocation of their rights to use the RV Storage Area and their vehicle may be subject to towing after the third such notice.

3. The third violation notice will be sent via certified mail with a request to remove the vehicle within five (5) days of receipt of such certified mail (as evidenced by the signature and date on the receipt). If the RV owner does not comply with such request, the vehicle will be deemed to have been abandoned and the Association may contract for the towing of the vehicle from the RV Area with any available towing service and shall incur no liability to the RV Owner for loss of or damage to such vehicle.
4. After a third notice is sent, whether vehicle is removed by owner or towed by Association, further reservations of space in the RV Storage Area will be not permitted for the same RV owner in the future.
5. The RV Owner shall have a right to appeal in writing to the Board within 30 days after revocation of space.

Hereby Resolved, by a majority vote of the Board of Directors, this Policy Resolution is hereby adopted at the Meeting of the Board of Directors held on the below date at the Windsor Oaks Recreation Center. The following is an alphabetical list of those Board Members present at such meeting:

Kemberly Arthur	Robert Bennett (absent)
Deborah Blotkamp (absent)	MaryAnn Broughton
Edward Duddy	Donald Jones
Michael Kivert	Donald Marsh
William Riggs (absent)	

This Policy Resolution replaced the noted previous Policy which is hereby rescinded: Policy: #26

Policy Titled: RV Use
Date Originally Enacted: 7/18/84 Last Date Revised: 7/19/85

Date Adopted: January 23, 1991 Date Effective: Immediately

POLICY RESOLUTION #507
AUTHORITY TO SUSPEND POOL PRIVILEGES
FOR POOL RULE OR OTHER RULE INFRACTIONS

PROBLEM/HISTORY

The Timberlake Community Association owns and operates two large swimming pools open during summer months for the use and enjoyment of all eligible Timberlake residents and their guests. In the past, lifeguards have used varying types and degrees of disciplinary measures for infractions of pool rules instituted for the safe and orderly operation of said pools. This creates the possibilities for problems of inequity and varying degrees of discipline. Parents complain occasionally of inequities in enforcement of such rule infractions. It is necessary to provide written guidelines and administrative procedures to be followed in disciplinary measures for pool and other rule infractions. This Policy was reviewed and revised in April, 1992, due to the hiring of a Pool Management Company. All references to "staff lifeguard, employee" or similar references usually includes the contractor's employees.

SCOPE & INTENT

This Policy intends to revoke, rescind and replace in their entirety all previous policies prior to April 15, 1992, governing the rules of the recreational and/or pool areas and the results of non-compliance of these rules. This Policy establishes written rules and guidelines in administering disciplinary measures and suspension, if necessary, of pool privileges for patrons who violate pool rules.

AUTHORITY

The Declaration of Covenants, Conditions & Restrictions states at Article II, Section 1: "Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions: (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area. . . . (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot or Living Unit remains unpaid; and for a period not to exceed 60 days for any infraction of this Declaration or the Timberlake Rules. . ." and at Article V, Section 3: "By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations to be known as the "Timberlake Rules". The Timberlake Rules may restrict and govern the use of any Common Area by any Owner, by the Family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that the Timberlake Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-laws."

SPECIFICATIONS

This Policy sets forth the authority for suspension of recreational and/or pool privileges of a member, resident or guest who is deemed to have violated any of the various rules of the Timberlake Community Association.

Policy Resolution #507
Authority to Suspend Pool Privileges
Page 2

1. The privileges for use of the pool (and all other recreational facilities) shall be automatically and continuously suspended for all owners, their tenants, guests, invitees, etc. whenever assessments are past-due until such time as the account is brought current to balance of no more than \$5.00 (this provision serves to provide a "grace period" for the non-payment of no more than one month's late fee).

2. Authorization is hereby delegated to suspend pool privileges for pool rule infractions as listed below. Lifeguards must use their own judgement in setting punishments for rule infractions; however, they must be fair and unbiased in the enforcement of the rules. Offenses listed below are for example purposes and said list is not considered all inclusive. Said list shall in no case be a limitation on the type of offense(s) which could result in suspension.

Lifeguards will invoke suspensions only if an infraction is actually witnessed by a lifeguard unless proof is ascertained that such person committed an offense. If a pool patron notifies a lifeguard of another's infractions, the guard shall attempt to make a concerted effort to keep closer watch of that individual. If suspended for one day or more, the time of suspension begins at the opening of the pool on the next pool day and suspension times are stated in the scheduled operating days. All suspensions shall result in suspension from BOTH Timberlake pools.

The difference between minor and major rule infractions is based on the risk of injury to himself or another swimmer. For example, sitting on the pool ropes would be a minor infraction, whereas pushing would be considered a major infraction. Severe rule infractions or anything considered by a lifeguard to be intentional and/or potentially dangerous may warrant immediately suspension without warnings or sitting out.

Minor Rule Infractions:

- 1st Offense - Warning given
- 2nd Offense - Sit offender out for 15 minutes
- 3rd Offense - Sit offender out for 30 minutes
- 4th Offense - Follow Suspension Procedures below

Major Rule Infractions:

- 1st Offense - Give warning
- 2nd Offense - Sit offender out for 30 minutes
- 3rd Offense - Follow Suspension Procedures below

Policy Resolution #507
 Authority to Suspend Pool Privileges
 Page 3

<u>SUSPENSION</u>	<u>OFFENSE</u>	<u>AUTHORITY</u>	<u>PROCEDURES</u>
Sit-Out for 15 - 30 minutes	Minor infractions: Running, not getting out of pool during rest periods, hanging on ropes, failure to obey guard, littering, etc.	Lifeguards	No records
One - Two Days	Repeated Sit-Outs (3 or more in one day), spitting, pushing, failing to obey guards, inadequate supervision of children/guests, horseplay, dunking, entering wading pool area if over age limit, failure to sit out when told, etc.	Lifeguards	Pull & retain tag. Record suspension in record book. After one week, unclaimed tags will be turned in to office to be held until reclaimed.
Three Days	Repeated one-days if same continues, obscene or vulgar remarks or gestures, diving rule infractions of any kind, fighting, jumping on other swimmers, threatening lifeguards, etc.	Lifeguards	Pull & retain tag. Record in record book and complete suspension form to be turned in to Manager at day's end. After one week, unclaimed tags will be turned in to office to be held until reclaimed.
Seven Days	Repeated suspensions, loan pool tag to another or use of another's tag, multiple offenses or any of the previous depending on severity.	Pool Contractor's Supervisor and/or Association Manager	Pull tag and turn in to Association Manager. Record in book and complete suspension form to be turned in to Manager at day's end. Tag to be picked up by a parent during normal business hours. No notice will be sent to parent.

Policy Resolution #507
Authority to Suspend Pool Privileges
Page 4

8 to 30 Days Significant disregard to or threatening of others, gross use of vulgarities, alcohol or drunkenness at pool, chronic infractions or any of the previous offenses depending upon severity. upon severity.

Pool Contractor's Supervisor and/or Association Manager

Pool tag and turn in to Association Manager. Complete suspension form to Manager at day's end. Office to send letter to parent or responsible party. Tag to be picked up by parent or responsible party during normal business hours. Notice to Board of Directors at next meeting.

31 Days Season Trespass at pool after hours, falsifying pool tag application, repeated, chronic or serious offenses. Carrying of a weapon or device construed to be a weapon. Also, constant or chronic infractions as stated above, endangerment of self or another, etc.

3 Board Members

Pull tag and turn in to Association Manager. Complete suspension form to Manager at day's end. Office to send letter to parent or responsible party. Tag to be picked up during normal business hours. Notice to Board of Directors at next meeting.

With the exception of 15-minute and 30-minute sit-outs, all suspensions will be recorded in record book at concession area. Suspensions will be imposed on a case basis and will require a consistent application of the pool regulations, exercise of mature judgment and avoidance of singling out selected individuals regardless of prior disruptive behavior. When appropriate, warnings should be given prior to imposing suspensions.

Policy Resolution #507
Authority to Suspend Pool Privileges
Page 5

Warnings may not be given, however, when the violation is of a nature as to threaten the life or safety of pool patrons, staff or others.

In the case of severe disrespect, threatening or abusive actions, show of or possession of an item deemed to be a weapon, a guard may determine the necessity of calling a parent or police officer (911) to subdue an individual and ensure orderly exit of such person from the Association's property. If this action should become necessary, Association Manager to be informed in writing via a suspension form and said person's privileges shall automatically be suspended for a period not less than 30 days. It will be determined at the Association Manager's discretion, and dependent upon the severity of the infraction, whether charges for trespass or other charges will be instituted against said offender.

In the case where a parent/police officer must be called against a guest at the pool, (i.e. non-Timberlake resident), such person(s)' name shall be listed on a "GUEST PRIVILEGES REVOKED" list which shall be circulated to both pools and said guest shall NOT be permitted access to either Association pool for the duration of the season.

UNDER ANY CIRCUMSTANCE WHERE A POLICE OFFICER OR PARENT MUST BE CONTACTED TO REMOVE AN OFFENDER, THE ASSOCIATION MANAGER SHALL BE INFORMED IMMEDIATELY, AND BOARD OF DIRECTORS INFORMED AT NEXT REGULARLY SCHEDULED MEETING.

APPEAL PROCESS:

A person (or parent of juvenile) may appeal any suspension to the Board of Directors by giving written notice of their intention to appeal and reasons for appeal to Association Manager no less than five (5) business days prior to the next regularly scheduled board meeting. Such person appealing a suspension must appear in person before the Board at the next regularly scheduled meeting. All decisions of the Board shall be final.

Hereby Resolved, by a majority vote of the Board of Directors, this Policy Resolution is hereby adopted at the Meeting of the Board of Directors held on the below date at the Windsor Oaks Recreation Center. The following is an alphabetical list of those Board Members present at such meeting:

Deborah Blotkamp
Edward Duddy
Donald Jones
Donald Marsh
Kathy Sunday

MaryAnn Broughton
Mark Frerichs
Michael Kivett
Sherry Selley

This Policy Resolution replaced the noted previous Policy which is hereby rescinded: Policy #507

Policy Titled: Authority to Suspend Pool Privileges.
Date Originally Enacted: 4/24/91 Last Date Revised: 4/24/91

Date Accepted: April 15, 1992

Date Effective: Immediately

POLICY RESOLUTION - PENALTIES FOR PREVENTING REQUIRED MAINTENANCE

A problem exists because it is necessary, as provided for in the Declaration of Covenants, Conditions and Restrictions, to perform maintenance of individual properties in certain circumstances including maintenance of landscaped areas and removal of debris, and this maintenance is occasionally prevented by the actions of the resident.

A history of this problem includes verbal abuse, threats with a deadly weapon, physical interference, release of dogs, etc.

Article IV, Section 2, Paragraph H (1) states: "Should any Owner fail to perform the acts required by this subsection, Declarant or the Association or its authorized agents shall have the right at any reasonable time to enter upon the Lot of such Owner to plant, replace, maintain, and cultivate shrubs, trees, grass or other plantings located thereon at cost to the Owner..."

Article II, Section 1, paragraph d states: "The right of the Association to suspend the right to use of the recreational facilities by an Owner for a period not to exceed 60 days for any infraction of this Declaration or the Timberlake Rules."

Therefore, effective August 20, 1987 the Board of Directors adopts the following policy:

If a situation occurs in which a contractor or the maintenance staff is directed to perform maintenance to property within the Timberlake subdivision, and the required maintenance is prevented through verbal or physical interference, the Association Manager will have the authority to void recreational privileges for any period of time, not to exceed sixty days.

POLICY RESOLUTION - MAINTENANCE OF LAWNS AND PLANTINGS

A problem exists because it is necessary, as provided for in the Declaration of Covenants, Conditions and Restrictions, to perform maintenance of individual properties in certain circumstances including maintenance of landscaped areas and removal of debris.

A problem exists whereby the owner is mailed a 5-day notice informing them that if such maintenance is not performed within 5 days, the Association shall perform such maintenance and bill the owner. The problem lies where the person initiating the letter (ACC member or Association Manager) is not the same party who performs maintenance and occasionally a lawn may be mowed inappropriately due to a time lapse from the letter being mailed to the time the lawn is mowed, especially if the owner has mowed the lawn on the date the letter is mailed.

Article IV, Section 2, Paragraph H (1) states: "Should any Owner fail to perform the acts required by this subsection, Declarant or the Association or its authorized agents shall have the right at any reasonable time to enter upon the Lot of such Owner to plant, replace, maintain, and cultivate shrubs, trees, grass or other plantings located thereon at cost to the Owner..."

Though a written notice is not required by the Declaration, the practice has been as outlined above.

To eliminate the possibility of owners' lawns being mowed inappropriately, the following policy is hereby enacted:

1. When a lawn appears to be unkept in which the length exceeds approximately 8 inches, the Association may send written notice requiring such maintenance within 7 days to the owner.
2. If, on the 7th day (weekends included) the required maintenance has not been performed, the maintenance staff shall be directed to mow such lawns if lawn or weed growth then exceeds approximately 8 inches. A picture is taken prior to mowing.
3. The owner shall then be billed a minimum of \$25.00 (more if deemed appropriate by Manager after viewing photograph) and the owner's account shall also be billed.
4. If an owner feels unjustly charged, he/she may appeal the decision to the Board of Directors in writing at a regularly scheduled Board Meeting within 90 days of the date of the original invoice. Any written appeal must be received in writing no less than 5 business days prior to the scheduled Board Meeting. Appeal of such fees shall not waive the requirement to pay other assessments or charges to the homeowners' account in a timely manner.
5. If a written appeal is not received within 90 days, the owner is deemed to have waived the right of appeal and assumes full responsibility to pay such charges.

WILLOWWOOD COMMON AREA MAINTENANCE POLICY RESOLUTION

A problem exists concerning the maintenance of the Willowwood section of Timberlake because 9.6 acres of the total common area acreage in Timberlake is in this one section and because most of this area is residents' front yards, thus the maintenance is more time-consuming and costly than for open areas. Although there is an additional Class E fee of approximately \$12.05 per quarter for each Willowwood unit, these funds are required for the long-term maintenance of the asphalt. In order to be more equitable to all sections, it is necessary to cut back on the time required to maintain Willowwood common areas.

September 11, 1980 a policy resolution was passed which outlined some restrictions and conditions on improvements made by homeowners to any common areas in Timberlake. An additional unwritten policy has been to allow homeowners to maintain areas when they request; occasionally problems have arisen when the area was not maintained adequately or when there was confusion about what particular maintenance the homeowner wished to perform.

Article IV, Section 3 Permitted Uses and Restrictions - Common Area.
Paragraph A. Maintenance by Association. (6) of the Declaration of Covenants, Conditions and Restrictions states:

"The Board shall be sole judge as to the appropriate maintenance of all grounds within the Common Area."

Therefore, effective December 17, 1986 the following shall continue to be policy for the maintenance of Willowwood common area.

A. If desired, residents will be allowed to maintain designated areas themselves; the Association office must have on file a form stating what maintenance is accepted by the homeowner; the Association must approve all such requests. If it is the opinion of the Association Manager that the resident is not maintaining the designated area satisfactorily, necessary maintenance work will be performed without notice. Any resident who wishes to seed, lime and fertilize on his own may do so, but must provide his own supplies.

B. The common area next to the house from the front door to the heat pump will not be maintained by the Association staff on a regular basis.

C. Nothing contained in this policy resolution will restrict in any manner the Board's authority over common ground or shall in any way restrict free access of other Willowwood residents to all common areas.

POLICY RESOLUTION PERTAINING TO
WILLOWOOD DRIVEWAYS

It is necessary to make clear to Willowood homeowners and residents the necessity for not routinely parking on the asphalt driveways. It is also necessary to make clear the consequences of not abiding by the Timberlake Rules which prohibit routine parking on the asphalt driveways.

When Willowood was engineered, each unit was built with a 2-car garage to enable vehicles to be parked in garages or on the city streets, and not on the asphalt driveways where ingress and egress can be made difficult for others and where damages to the asphalt by oil and gas can easily be sustained. New purchasers from the builders were required to sign a document which stipulated that parking on the driveways was prohibited. Signs were erected and certified letters were sent establishing the parking rules. Towing was instigated for violators, but this was found to be unacceptable, and then legally impossible, because the signs disappeared. Periodic letters have been mailed to all homeowners and residents in past years; articles have been included in the TIMBERLINES; individual letters have been sent to those who park on the asphalt causing ingress and egress problems and asphalt damage. Repairs have been made to the asphalt and those responsible for damages have been billed.

Article IV, Section 3, Paragraph B of the Declaration of Covenants, Conditions and Restrictions states: "Damage or Restriction of Common Areas by Owners. In the event any Common Area is damaged or destroyed through the intentional or negligent act of an Owner or any person for whom he is legally responsible, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner and subject to the same conditions as provided elsewhere in this Declaration for collection and enforcement of assessments."

Therefore, on October 18, 1989, the Board of Directors reaffirms the established policy for Willowood Driveways, including the following points:

1. Routine parking on the asphalt is prohibited except where designated as parking areas by striping or on short driveways which allow access to only one garage where ingress and egress are not obstructed by parking on such driveways. Those excepted driveways are as follows:

841 & 842 and 843 & 844 Gadwall Court and
4213 & 4214, 4215 & 4216, 4217 & 4218, 4219 & 4220, 4221 & 4222,
4301 & 4302, 4327 & 4328 and 4329 & 4330 Gadwall Place

2. Repairs to the asphalt are made, as recommended, by professional asphalt companies during inspections as needed.

Policy Resolution Pertaining To
Willowood Driveways
Page Two

3. Those who routinely park on the asphalt accept the responsibility for the cost of repairs to the asphalt.
4. Those homeowners who do not pay for billed repairs shall be turned over to a collection agency for collection efforts and, when deemed necessary, liens shall be placed against such owners' properties.
5. All vehicles parking on the asphalt areas must be currently licensed and must display current state inspection stickers and current city stickers (where applicable).

Approved by unanimous vote of the Board of Directors on October 18, 1989 by the following Board Members:

J. Michael Kivett, President; Robert Bennett, Vice President;
Kemberly Arthur, Secretary; Donald Marsh, Treasurer; David Baker;
Deborah Blotkamp; Diane Johnson; Donald Jones and Steven Judas.

WILLOWWOOD FENCE POLICY RESOLUTION

Because all areas in Willowwood are common area, it is important to establish clearly what is and is not acceptable in regard to improvements or alterations to these areas.

February 29, 1980 a policy resolution was adopted by the Board of Directors which set guidelines for the planting of vegetation and the construction of driveway and sidewalk edging on common area. An unwritten policy has been to discourage the placement of any type of fencing because it is felt that this encourages territorialism, restricts access of homeowner to the common areas, and makes the maintenance of the common areas more time-consuming and thus more costly.

Article IV, Section 3 Permitted Uses and Restrictions - Common Areas.
Paragraph A Maintenance by Association., (5) of the Declaration of Covenants, Conditions and Restrictions states:

"The Association may, at any time, as to any Common Area...do all such other and further acts which the Board of Directors deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration."

Therefore, effective December 17, 1986 a policy shall be established which prohibits fencing of any type other than that which the Association provides written approval or that which the Association deems appropriate to install.

POLICY RESOLUTION PERTAINING TO WILLOWOOD SIGN

A problem exists in the Willowood section of Timberlake because homeowners who live in some units are not able to post, near their unit, "For Sale" and "For Rent" signs which are visible from a main thoroughfare. Neighboring homeowners often object when a sign is placed on the common area near their units because potential buyers are sometimes confused and approach the wrong door.

In the past, the Timberlake policy has been to allow one sign per unit for any sale or rental purpose.

Article IV, Section 3, paragraph A, article (4) notes that "the Association may, at any time, as to any Common Area...place and maintain upon any such area such signs as the Board of Directors may deem appropriate for the proper identification, use and regulation thereof".

Therefore, effective February 11, 1987 the regulations for sign placement on the common areas of Willowood shall be that:

- (a) All unit owners may post one standard "For Sale" or "For Rent" sign on common area at each unit.
- (b) Unit owners whose sign would not be readily visible from a main thoroughfare curb may have a second sign. This sign must give the address of the unit for sale or rent.

POLICY RESOLUTION #703
SPORTS EQUIPMENT IN WILLOWOOD QUADRAVILLAS

PROBLEM/HISTORY

In 1982, a policy resolution was approved which addresses unorganized team sports activities conducted on the common areas of the Willowood Quadravilla Section which interferes with the use or enjoyment of what is similar to a "front yard" of the homes in this section. In response to complaints, the board approved a policy prohibiting play and sports activities destructive to vegetation in the Willowood common areas, except for the open areas between the sidewalk and the lake.

In late 1992 and early 1993, complaints were received concerning other basketball goals which had been erected (two attached to the garage areas of the homes, one installed in a pipe on common area) without approval. The complaints involved damages to guttering, dirt and stains on garage doors, potential for damage to cars parked legally on the parking pad areas, children climbing onto the flat roofs to retrieve basketballs, and bouncing of balls against private residences causing disturbance to owners/occupants.

Due to the layout and design of this section, the physical closeness of the homes, and since all driveways, lawn, sidewalks and landscape areas (including the areas inside the sidewalks where heat pumps are located) are actually common area in Willowood, the Board of Directors determined it necessary to establish rules providing for mutually acceptable use of these common areas. This will permit courteous, considerate, and compatible use of the driveways or common areas, or quiet enjoyment of the owners or designees sharing the same driveway. Presently, the Architectural Control Committee requires a written request and approval for basketball goals on private properties. However, the Architectural control Committee has no authority to establish rules for use of common areas.

SCOPE & INTENT

This Policy covers the use of the common areas in the Willowood Quadravillas as directly relates to basketball playing and any other team sports in which residents or their guests may be inclined to participate on these limited common areas.

CANCELLATION

This Policy replaces in its entirety the previous policy resolution #18, titled "Common Area Usage" originally enacted 10/20/82 and revised 3/11/87 with regard to any play, sports activities or use of common areas in the Willowood Quadravilla Section.

AUTHORITY

The Declaration of Covenants, Conditions and Restrictions at Article IV, Section 3. Permitted Uses and Restrictions - Common Areas, at paragraph A. Maintenance by Association, (5) states: "The Association may, at any time, as to any Common Area, in the discretion of the Board, without any approval of the Owners being required. . . Do all such other and further acts which the Board of Directors deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration."

Article V, Section 3. The Timberlake Rules and the Book of Resolutions states: "By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations to be known as the "Timberlake Rules". The Timberlake Rules may restrict and govern the use of any Common Area by any Owner, by the Family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that the Timberlake Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-laws. . ."

Article IX, Section 1, Enforcement states: "The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter."

Article IX, Section 10, The Declaration, states: "By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for himself, or itself, his heirs, personal representatives, successors, transferees and assigns, covenants, agrees and understands that the title is subject to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof. . . shall run with the land and be binding on all subsequent and future Owners, . . shall be mutually beneficial, prohibitive and enforceable by the various and subsequent and future Owners."

SPECIFICATIONS

Effective immediately, the following shall be the applicable rules concerning sports activity in, on or around the Willowood Quadravilla section (excluding the park-site of approximately 5 acres located directly adjacent to the Willowood Quadravilla section):

1. No owner, resident (or his guest, invitee, designee, etc.) shall place any type of sports equipment (for example, basketball goals, soccer goals, etc.) on or in the common area without written approval of the Board of Directors. A written request shall be submitted to the Association office no later than five (5) business days prior to the next regularly scheduled Board of Directors meeting so as to be placed on the meeting agenda. All regular meeting dates are published in the Association's newsletter.

Requests must be made by the owner or his/her managing agent, and signed and witnessed by at least two parties since any damages to Association common area shall be the responsibility of the Owner of the unit. This provision shall in no way jeopardize or otherwise compromise or void any right the Owner of the unit may have against a tenant, management agent or others.

2. Any request for use of sports equipment on common areas shall be submitted together with a letter of agreement signed by all occupants of those homes that share a common driveway. The letter of agreement shall not revoke or otherwise compromise any owners' right to file a grievance with the Board of Directors in the event the rules herein are broken.
3. At no time shall any sports equipment be attached to any structure within the Willowood Quadravilla section. Any equipment specified in a request must be of an entirely portable nature, and all such equipment shall be stored in the garage area at all times when not in use. No alteration of the common areas or homes shall be permitted to accommodate these uses.
4. Any sports equipment requested must be placed on the long side of a driveway adjacent only to grassy common areas, away from garages, chimneys, heat pumps, patios, etc. If driveway locations do not permit such placement, then no sports equipment shall be permitted on that driveway. The intent is that a ball that misses a goal or backboard shall not hit a building, but go into the open area away from the building. At no time shall the grassy areas in the Willowood Section be utilized for any type of team sport activity.
5. Play of any kind shall be considerate and courteous. Driveways are primarily for vehicular access to garages and parking areas; and play shall cease immediately and yield the right of way to vehicular traffic and not resume until the vehicle has cleared the area. Owners or occupants should not allow any vehicle to stand for any period longer than reasonably necessary to accomplish loading, or unloading, washing, etc. so as to intentionally hamper recreational use of the driveway by other residents. Of course, the area shall be immediately cleared for an emergency vehicle requiring access to the area.
6. If any common area is damaged through the intentional or negligent act of an Owner or person for whom he/she is legally responsible (tenants, guests, invitees, designees, etc.), the Association shall repair said damaged area, and bill the owner the amount necessary for such repairs, including time billed at hourly wages of staff plus a \$25.00 administrative fee. The Association may enforce collection of the repair bill in the same manner and subject to the same conditions as provided elsewhere in the Declaration for collection and enforcement of assessments. Any damage to personal or private property caused by sports participants or spectators, shall be the responsibility of the person causing the damage. Any action to collect for damages or obtain restitution or repairs shall be between the parties causing damages and the persons suffering said damages.
7. It shall be further understood that play and sports activities, such as football, baseball, etc. which are destructive to grass, trees, shrubs, flowers and other vegetation, as well as private property, shall be strictly prohibited in the common areas of the Willowood section, except for the five-acre park adjacent to this section.

Enforcement

Enforcement of this Policy shall be made after the Board of Directors has received a written grievance, or an Association employee has noticed damage to any common area. Any owner or agent may file a written grievance at the Association office. Such grievance shall be reviewed by the Board and, dependent upon the severity and verification of the facts, the Board may impose sanctions.

Penalties

If the Board of Directors deems any owner (tenant, guest, invitee or designee, etc.) is in violation of this Policy, it may invoke any or all of the following penalties:

1. Suspension of the privilege (for a number of days to be determined based on the severity of the violation) of using a portable goal on the driveway for recreational purpose.
2. Permanent revocation of approval for use of a portable goal on the driveway.
3. After a public hearing for hearing evidence by witnesses, those filing grievances and the owner allegedly violating the rules; the voting privileges and recreational (including pool) privileges of the individual, and/or the entire household, may be suspended not to exceed sixty (60) days. Timeframe of suspension to be determined by the severity of the violation. Additionally, a levy not to exceed \$10.00 per day for each and every day the violation continues to occur or reoccur may be charged in accordance with the Virginia State Property Owners' Association Act as amended and incorporated herein by reference. All such charges to be levied shall be against the owner of the property where resides the person(s) deemed in violation of this Policy.
4. In addition, any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereby imposed by the provisions of this Policy. Failure by the Association or any Owner to enforce this Policy shall in no event be deemed a waiver of the right do so thereafter.

HEREBY RESOLVED, by a majority vote of the Board of Directors, this Policy Resolution is hereby adopted at the Meeting of the Board of Directors held on the below date at the Windsor Oaks Recreation Center. The following is an alphabetical list of those Board Members present at such meeting:

MaryAnn Broughton
Edward Duddy
Robert Thompson

Deborah Blotkamp
Donald Marsh

Date Adopted: April 20, 1993 Date Effective: Immediately