

**CABIN CREEKWOOD  
HOMEOWNERS' ASSOCIATION,  
INCORPORATED**

**ADMINISTRATIVE  
RESOLUTION 01-10**

**AUTHORITY**

**RULES AND REGULATIONS**

**COMMITTEES**

**FORMS**

October 2010

## TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
AUTHORITY	1
Virginia Statutes	1
Association Governing Documents	1
Architectural	2
Enforcement	2
Appeal Procedures	2
Assessments and Violations	3
Committees	3
Dangerous or Vicious Dogs	3
BOARD OF DIRECTOR'S APPROVAL OF RESOLUTION	4
ARCHITECTURAL REGULATIONS	5
Responsibility	5
Enforcement	5
Architectural Modifications	6
Architectural Modification Request	6
Architectural Modification Notice	7
Architectural Standards	8
Fencing Style Samples	14
ASSESSMENTS AND VIOLATIONS COLLECTIONS	15
Routine Collections	15
Remedies for Nonpayment of Assessments	15
COMMITTEE DUTIES AND REPONSIBILITIES	18
Officers	18
Meetings	18
Quorum	18
Regular Meeting	18
Special Meeting	19
Action without Meeting	19
Duties (Standard)	19
Architectural (ACC) Committee	20
Purpose	20
Membership	20
Duties	20
Architectural Modification Request	21
Architectural Inspections	21
Architectural Violations	22

Financial Committee	23
Purpose	23
Membership	23
Duties	23
Investment Objectives	23
Annual Budget	24
Reserve Study	24
Landscape and Grounds Committee	26
Purpose	26
Membership	26
Duties	26
Newsletter Committee	27
Purpose	27
Membership	27
Duties	27
Parking Committee	28
Purpose	28
Membership	28
Duties	28
 PET AND ANIMAL REGULATIONS	 29
Responsibility	29
Enforcement	29
Rules and Regulations	29
Vicious Dogs	30
Dangerous Dogs	30
Compliance	31
Notification	31
Confinement	31
Insurance Requirements	32
Visible Signs	32
Collar	32
Identification	32
Certificate	32
 PARKING REGULATIONS	 34
Responsibility	34
Enforcement	34
Rules and Regulations	34
 FORMS	 37
Violations Complaint	
Architectural Modification Request	
Architectural Modification Notice	

## AUTHORITY

### A. VIRGINIA STATUTES

1. Property Owners' Association Act, Code of Virginia, Title 55 (hereinafter referred to as "Act"), as amended.

WHEREAS, Section 55-513.A. of the Act, the BOD shall have the power to establish, adopt, and enforce rules and regulations with respect to the use of the common areas and with respect to such other areas of responsibility assigned to the Association by the Declaration to the members. Rules and regulations may be adopted by resolutions and shall be reasonably published or distributed throughout the development. A majority of votes cast, in person or by proxy, at a meeting convened in accordance with the provisions of the Association's Bylaws and called for that purpose shall repeal or amend any rule or regulation adopted by the BOD. Rules and regulations may be enforced by any method normally available to the owner of private property in Virginia, including, but not limited to, application for injunctive relief or damages, during which the court may award to the Association court costs and reasonable attorneys' fee; and,

WHEREAS, Section 55-515.A. of the Act charges all lot owners and their tenants, guests and invitees with compliance with the Act, the Declaration, Bylaws, and Administrative Resolution 01-10 of the Association, as amended.

2. Non-stock Corporation Act, Code of Virginia, Title 13.1, as amended.

WHEREAS, Section 13.1-823 of the Non-stock Corporation Act, the incorporators or BOD of a corporation shall adopt initial bylaws for the corporation. The bylaws may contain any provision for managing the business and regulating the affairs of the corporation that is not inconsistent with law or the Articles. The Bylaws of the Association give the BOD the right to "exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these Bylaws, the Articles, or the Declaration.

### B. ASSOCIATION GOVERNING DOCUMENTS

1. Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as "Declaration"). The Declaration establishes the legal framework for the Association and sets forth the legal foundation for the Association.

WHEREAS, the residents falling within the jurisdiction of the Association are protected by the Declaration applicable to all sections of Cabin Creekwood Homeowners' Association, Inc., and recorded in the Land Records of Stafford County, Virginia.

2. Articles of Incorporation (hereinafter referred to as "Articles"). The Articles create the Association as a legal entity under the jurisdiction's corporate statute.

3. Bylaws. The Bylaws provide operating guidelines for the Association. They implement, in detail, the provisions of the Declaration regarding Association operations.

4. Administration Resolutions. Administrative Resolutions provide a formal record of all major decisions made. They follow a specific format and are formally adopted by the Board of Directors (hereinafter referred to as "BOD").

**C. ARCHITECTURAL**

WHEREAS, Article V of the Declaration and the Bylaws, for the benefit and protection of the Association and of the individual members, the BOD deems it desirable to establish and operate procedures to assure consistency in the addition of any architectural improvements or removal of existing structures within the community or around individual units.

**D. ENFORCEMENT**

WHEREAS, Article VI, Section 1. of the Declaration, 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 or charges now or hereafter imposed by the provisions of the 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.

Lot owners and residents are responsible for conveying to the BOD, either directly or through management, their complaints regarding violations of this Resolution. For e-mail complaints or concerns, please forward to [cabincre@cabincreekwoodhoa.com](mailto:cabincre@cabincreekwoodhoa.com). Names of individuals who submit a Rules Violation Complaint Form are confidential. It will also be the responsibility of the lot owner to provide copies of this resolution to their tenants, and informing their guests of the Association rules and regulations, and ensure they are in compliance with said Resolution.

It is the intention of the Association to enforce the Virginia statutes, as they may apply, Association governing documents, and administrative resolutions equitably towards all members.

**E. APPEAL PROCEDURES**

1. Per Section 55-513 of the Act, before any charges or suspension may be imposed, a homeowner shall be given an opportunity to be heard and to be represented by counsel before the BOD or other tribunal specified in the documents. A homeowner's request for such hearing must be submitted to the BOD or management within 15 days from the date of the violation notice. Notice of a hearing, including the charges or other sanctions that may be imposed, shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the owner at the address of record with the Association at least 14 days prior to the hearing.

2. The hearing result shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the owner at the address of record with the Association within seven (7) days of the hearing.

**F. ASSESSMENTS AND VIOLATIONS**

WHEREAS, Article IV of the Declaration, as amended, empower the BOD of the Association to fix, levy and establish the methods of establishing penalties for infractions and collecting assessments; and,

WHEREAS, Title 55-513 of the Act, all violations shall have a charge level of \$50.00 for each single offense or a \$10.00 per day charge for a continuing violation not to exceed 90 days, plus any costs of repairs and damages as a result of the violation(s). In addition to any remedies available to the Association, the lot owner shall, as part of any legal action, be responsible for legal fees incurred by the Association; and,

WHEREAS, Article IV, Section 1. of the Declaration, as amended, creates an assessment obligation for all lot owners and Article IV, Section 8. of the Declaration sets forth remedies for nonpayment of the assessment and empowers the BOD to enforce the covenants; and,

WHEREAS, Section 55-513 of the Act and Article II, Section 1(b) of the Declaration, as amended, empowers the BOD to suspend a member's right to use facilities or services offered by the Association and the right to vote for nonpayment of assessments and/or violation charges; and,

**G. COMMITTEES**

WHEREAS, Section 13.1-869 of the Virginia Non-stock Corporation Act, it is the intention of the BOD to appoint committees. The decision and acts of a majority of the members of the committee shall be and constitute an exercise of the powers and discretion conferred upon the committee and, subject to the provisions of the Non-stock Corporation Act, as amended, the decision and acts of such majority of the committee shall constitute and be taken as an act of the BOD; and,

WHEREAS, Section 13.1-864 through 13.1-868 of the Non-stock Corporation Act, which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the BOD, apply to committees and their members as well.

**H. DANGEROUS OR VICIOUS DOGS**

WHEREAS, Title 3.2, Code of Virginia, it is the intention of the BOD to establish rules, regulations and enforcement for lot owners tenants, guests, and custodians.

APPROVALS

1. The BOD has implemented Administrative Resolution 01-10, and hereby abolishes Administrative Resolutions 01-06, 02-06, 03-06, 04-08, 05-06, 06-06, 07-07, 08-08, and 09-08.

2. A copy of this Resolution will be provided to each lot owner at the last known address shown on the lot owner's listing. Copies are also available on the Association's web page: [www.cabincreekwoodhoa.com](http://www.cabincreekwoodhoa.com).

3. Management shall publish and make available additional complete copies of said resolution, at a charge to cover administrative expenses, to a requesting lot owner.

4. The BOD shall conduct an annual evaluation to determine if this resolution requires amendment. The BOD is open to consider recommendations or suggestions from lot owners during the course of the year. Special exceptions shall be considered for amendment at anytime.

5. NOW, THEREFORE, IT IS HEREBY RESOLVED that the BOD, Cabin Creekwood Homeowners' Association, Inc., Stafford County, Virginia has adopted and approved Administration Resolution 01-10. The Association's attorney will maintain this original document.

Approved on 13<sup>TH</sup> of October, 2010.

VOTE:

	YES	NO
<u>Barbara Steele</u> BARBARA STEELE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Elizabeth Ferrell</u> ELIZABETH FERRELL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Judith Pelouquin</u> JUDITH PELOQUIN	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Rosie Young</u> ROSIE YOUNG	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## ARCHITECTURAL REGULATIONS

### A. RESPONSIBILITY

1. It shall be the responsibility of the lot owner (whether residing within the home, or acting as the landlord) to fully comply with this resolution and the governing documents to prevent the occurrence of any unclean or unsightly condition of structures on a lot that does (or would) decrease the attractiveness or value of any property in the Cabin Creekwood subdivision.
2. Lot owners are responsible for the costs incurred for the maintenance of their property to ensure that all aspects of the property are in a new like condition to preserve and enhance values, maintain a harmonious relationship among structures and the natural vegetation and topography, and to preserve the general character and color, tone, and architectural compatibility of the area as originally constructed.
3. The Architectural Control Committee (hereinafter referred to as "ACC") shall regulate external design, appearance, use, location and maintenance of improvements and landscaping on any lot or common area in such a manner so as to preserve and enhance values, maintain a harmonious relationship among structures and the natural vegetation and topography, and to preserve the general character and color, tone and architectural compatibility of the area as originally constructed.

### B. ENFORCEMENT

1. The ACC, the BOD, or management reserves the right to:
  - a. Upon notification of a violation, notify lot owners at any time should they be in violation of the rules and regulations herein.
  - b. Without notice, suspend the running of any continuing penalty assessment; and, waive any penalty assessment if in its discretion it feels the lot owner is taking adequate steps toward or has corrected the violation.
  - c. Charge lot owners individually for damages to any limited or common elements as a result of the landscaping.
  - d. Remove the plantings at the lot owner's expense if the plantings are not maintained consistent with the rest of the community.
  - e. Reject any Architectural Modification Request that does not meet the rules and regulations as set forth in this resolution.
2. In any instance where the violation presents a health or safety hazard, or is a repeat of the same offense, the ACC, BOD, or management may take immediate action, at the lot owner's expense, to correct the violation. Certified Mail/Return Receipt Requested will provide notification to the lot owner of the action taken and the costs incurred.



3. No buildings or signs, except those erected by declarants or their agent to identify the subdivision or to sell lots, fence, wall or other structure shall be commenced, erected or maintained upon properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the BOD or the ACC Chairperson as to harmony or external design and location in relation to surrounding structure and topography.

**C. ARCHITECTURAL MODIFICATIONS.** A lot owner shall be required to complete the Association's ARCHITECTURAL MODIFICATION REQUEST form (hereinafter referred to as "ACC Request") or the ARCHITECTURAL MODIFICATION NOTICE form (hereinafter referred to as "ACC Notice") for all modifications (changes, replacement, construction, repairs, additions, alterations) of the Cabin Creekwood Architectural Standards, as required. Non-compliance may result in violation charges assessed to the lot owner.

**1. ARCHITECTURAL MODIFICATION REQUEST SUBMISSION**

a. Two copies of the form are required, one for the ACC's files, and one to be returned to the lot owner with the approval/disapproval. At such time when alterations are proposed to a property that is not covered herein, the ACC or management will advise the lot owner in writing on procedures that must be followed to attain approval. Work will not commence until written approval is received by the lot owner.

b. The ACC Request form is reviewed for completeness. If not complete, the application will be returned to the lot owner for additional information. When the request is complete the review process shall begin.

c. A site plan is most easily prepared by submitting a copy of the property plat. Proposed changes must be indicated including dimensions and distances from adjacent property and townhouses.

d. It is the lot owner's responsibility to secure any and all required building permits, structural plan approvals and zoning approvals prior to commencement of any work on any property. One concern of the Association is the aesthetics of the work in general as it relates to the overall community theme. Poor workmanship may require additional modifications by the lot owner.

e. A description of the materials and colors to be used and an indication of the existing colors and materials shall be provided.

f. A graphic description shall be provided, and be in the form of manufacturer's literature or photographs as well as freehand or mechanical drawings. The amount of detail must be consistent with the complexity of the proposal. Relationships of major architectural features such as existing and proposed roof lines, window sizes and alignment, building heights, roof slopes, exterior elevations for the proposed structure, and if appropriate, plans or provisions for landscaping or grading, etc., must be shown as they affect the applicant's townhouse. In any case, the sketch or photograph must be accompanied by a written description.

g. An appeal may be made if it appears proper procedures were not followed. The applicant must submit a written request for an appeal within 30 days of the applicant receiving the decision for disapproval. The BOD at the next scheduled meeting following receipt will review the appeal and a date shall be established for the lot owner to meet with the BOD to discuss the appeal. Notification of an appeal board shall be in writing to the applicant advising the lot owner of the date and time.

h. Projects are to be completed within six (6) months of approval; otherwise it could become a safety hazard and nuisance for neighbors and the community.

2. **ARCHITECTURAL MODIFICATION NOTICE SUBMISSION.** One copy is required to be submitted to the ACC or management for retention in the lot owner's file. This is a pre-approved form and shall be submitted by the lot owner as required. However, if there is any deviation from the standards, the lot owner is required to submit an ACC Request form.

D. **ARCHITECTURAL STANDARDS.** All modifications shall be compatible and maintain the original architectural styles established by the builder. Alterations shall relate favorably to the landscape and existing structures as originally constructed.

1. **AIR CONDITIONERS.** Window air conditioning units of any type are not permitted. Units may only be used on a temporary basis not to exceed 15 days while awaiting repair provided written notice has been given to the BOD or management.

2. **ATTIC FANS.** Attic fans shall be located at the rear of the roof peak and not visible at ground level from the front of the unit. Turbines are not permitted. Professional installation of attic fans is strongly encouraged. ACC Notice required.

3. **CLOTHES LINE.** All clothes lines shall be located in the rear of the property. Clothes should be removed as soon as possible as they are dried or aired, and may not be left out overnight. Clotheslines must be removed or retracted after use, not exceed six (6') feet in height, and may not be attached to any fence. ACC Notice required.

4. **DECKS**

a. **Replacement of Decking Materials.** Materials shall conform to the size and style of existing structure and stained to maintain their original appearance as originally constructed.

b. **New Decking.** All newly constructed decks, or complete replacement will be considered on a case-by-case basis. For complete replacement of existing deck, or the construction of a new deck, treated wood or non-maintenance decking materials may be used. Non-maintenance decking materials shall be white or wood tone colors. The aesthetics of the work in general shall relate to the overall community theme. The lot owner shall comply with all building ordinances of Stafford County, as required, and submit a copy of the County approved plans for ACC permanent files. ACC Request required.

5. **DOG HOUSES.** Doghouses may be considered so long as it and the ground around it are kept neat, attractive, clean and unobtrusive. All doghouses should be compatible with the lot owner's townhouse and must be located in the rear yard. The doghouse must not exceed 25 square feet, must not protrude above the fence line, and the roof must be pitched to allow for drainage. Should complaints arise over an unkempt pet area, the ACC reserves the right to enforce applicable portions of this resolution, or of the governing documents of the Association. ACC Request required.

6. **DOORS.** Replacement doors shall be compatible and harmonious with existing doors within the community. ACC Notice required.

7. **ENERGY SAVING DEVICES.** Installation of exterior energy saving devices will be considered on a case-by-case basis. All must be placed on or at the rear of dwellings. No plastic covering shall be permitted on the exterior (outside) doors or windows. ACC Request required.

8. **EROSION.** The repair due to erosion of dirt, sod, or any other ground cover shall be maintained within its original appearance and contours.

9. **FENCES.** Front yard fences are not allowed.

a. **Replacement of damaged fencing.** Boards and materials shall conform to existing fence and stained to maintain their original appearance as originally constructed.

b. **New Fencing.** For all newly constructed fencing or complete replacement, treated wood or non-maintenance decking materials may be used. All additions or installations shall be the alternating, board on board style, and must meet original specifications in materials and design. Samples of authorized rear fences are attached to this resolution. Waivers to standard fence specifications will require an on-site evaluation by the ACC. ACC Request required.

(1) Adjoining or common use of corner posts shall require written approval of adjoining lot owner.

(2) It is the responsibility of the lot owner to ensure that the fence line is within their legal property bounds. The lot owner shall assume liability for securing permission from all adjacent lot owners to construct or maintain all common fence lines, as required.

(3) Finished products are subject to final approval by on-site inspection by an ACC member.

(4) All wood, to include wood that comes in contact with the ground will be decay resistant or pressure treated with an EPA approved decay resistant chemical properly applied.

(5) Metal fencing materials, except for hardware, of any kind are prohibited.

(6) All posts shall be 4" x 4". It is suggested that a protective cap or rail be installed to prevent water penetration.

(7) All gate hardware will be of black wrought iron.

(8) All non-conforming fences in good condition that were installed prior to the date of this document do not require replacement. At such time when major repairs are required; or, upon sale of the property; whichever occurs first, fencing must be brought into compliance with the then current regulations.

(9) Alternating board using 1" x 6" boards without splicing. No painting allowed. Stains with traditional colors (oak, cherry red, cedar, and red wood) are encouraged and a regularly applied clear protective finish is highly recommended. Non-traditional stains require ACC approval.

(10) No double fencing permitted.

(11) Construction

(a) Nominal 4" x 4" pressure treated posts with maximum spacing of 8' on center.

(b) All upright board dimensions shall be 1" x 6" stock installed without splicing.

(c) Posts must be set in concrete at a minimum depth of 24".

(d) Common fences between units shall be 6' in height. Fences, which are wholly within property line of the lot owner, may be from 42" to 6' in height adjacent to the Association's common areas.

(e) Fences will follow the natural contour of the land in a step like manner keeping the top of fence level at all times and not exceeding 6' in vertical height at any location.

(f) Side yard fence extensions on end units will not extend beyond the middle of the side of the unit.

(g) Only one gate per fence run. Gate must swing in.

(h) Gates shall be braced on the interior side with top, bottom, and lateral supports with solid 2" x 4" wood construction with hinges of sufficient strength for proper support.

10. FIREWOOD STORAGE. Firewood shall be neatly stacked in the rear yard as inconspicuously as possible, with individual stacks not to exceed 4' in height if property is unfenced. For fenced properties, the wood stack shall not exceed the height of the fence. Firewood must be stacked inside the property line and not allowed to lean on fences. To prevent rot, insect and rodent infestations, firewood stacks shall be elevated at least 6" and not more than 12" above the ground.

11. GUTTERS. Replacement and repair of gutters shall maintain their original appearance. Gutter covers may be installed and cover only the top portion of the gutter. White vent covers or screens may be installed

to eliminate the infiltration of wild birds and covering shall be no larger than the covering of the outlet. ACC Notice required.

12. **HOUSE NUMBERS.** Replacement numbers shall maintain their original appearance.

13. **IN-HOME BUSINESS.** Customer-oriented businesses are not allowed. For non customer-oriented businesses, a copy of a permit obtained from Stafford County must be submitted to the BOD.

14. **LANDSCAPING.** Minor landscaping work and planting in general, and the removal of dead tress or shrubs is allowed. Major landscaping and planting shall not affect land contours, drainage, or cause damage to any adjacent lot.

15. **LAWN.** Lawn is full and relatively weed free ground and consistent with the community's appearance and shall be neatly trimmed, not to exceed 4" in height. All excessive or clumped grass clippings shall be removed.

16. **LAWN EDGING.** Edging shall be installed above ground and constructed of unpainted high quality pressure treated lumber, unpainted brick or unpainted stone.

17. **LIGHT FIXTURES.** Replacement fixtures shall be compatible to the design of the community and installed in the same location as existing fixture.

18. **MATERIAL STORAGE.** Construction materials shall be stored temporarily in the backyard until such time construction or modification on the premises is completed. The lot owner must remove excess construction materials within 20 days after completion of any construction or modification.

19. **NUISANCE ACTIVITY.** No noxious or offensive activity shall be carried on or upon any portion of any residential property or Association property, nor shall anything be done thereon which may be or become a nuisance or annoyance, nor shall any lot owner create a fire or safety hazard to any other property or common areas. No exterior lighting shall be directed outside the boundaries of any lot.

20. **PAINT AND STAIN.** Faded, pealed, or missing paint from any area requiring paint must be properly prepared and repainted.

a. Paint and stain repairs are the same or similar color.

b. For exterior colors, not provided on the Association's approved color chart, provide color chips of sufficient size. ACC Request required.

21. **PATIOS.** Construction of a patio in the front yard is not permitted. The lot owner shall comply with all building ordinances of Stafford County, as required, and submit a copy of the County approved plans for ACC permanent files. ACC Request required.

22. **PROPERTY USE AND APPEARANCE.** No portion of any lot shall be used except for residential purposes and for purposes incidental or accessory thereto.

a. Compost piles are not permitted.

b. Barbecue grills shall be stored in the rear area of the property.

c. Hot tubs. ACC Request required.

d. Vegetable gardens shall be located in the rear of the property.

e. The exterior of all dwellings and yards must be properly maintained in a like new, orderly condition. Erosion of dirt, sod or other ground cover must be repaired.

f. All exterior decorative objects require prior ACC approval except for seasonal displays, which can be displayed for a period not to exceed 4 weeks consecutively.

g. No accumulation or storage of litter, discarded furniture or appliances, vehicle or vehicle parts, trash of any kind, or organic materials shall be stored on any lot or common area.

23. **PRUNING.** Trees, shrubs, and hedges, shall not restrict sight lines or vehicular traffic or cause damage to any lot within the community and shall be kept properly trimmed to enhance the home and community. Hedges are trimmed so as not to exceed the height of 36". Non-compliance by the lot owner to prevent restriction of sight lines or vehicular traffic may result in the Landscape Committee properly trimming affected areas.

24. **ROOF SHINGLES.** Shingles shall be replaced with same or similar color and style. Professional installation of roofing is strongly encouraged. ACC Notice required.

25. **RAILINGS**

a. Wooden railings shall be painted white.

b. Metal railings shall be painted black and maintain their original appearance and location as originally constructed.

c. Replacement of railings may be as originally constructed or non-maintenance materials can be used and shall be white or black. ACC Request required.

26. **RECREATION AND PLAY EQUIPMENT.** All recreation equipment, toys, play equipment, sports equipment, and swimming pools, while not in use, shall be kept and stored out of sight from other lots, streets and the common areas.

27. **SATELLITE DISH/ANTENNAE.** Satellite dishes and antennae shall be placed in rear area of property and shall not prohibit the view of adjacent neighbors.

28. **STORAGE SHEDS.** Shall be prefabricated (i.e., Rubbermaid), and not extend over six feet high.
29. **SHUTTERS.** Replacements or additions shall be the same style and size as originally constructed. ACC Notice required.
30. **SIGNS.** Real Estate "FOR SALE" signs shall not remain on any property after the property has been sold.
31. **STOOPS, SIDEWALKS, DRIVEWAYS AND PORCHES (Concrete).** Repairs or replacement shall conform as originally constructed. Carpet covered stoops and sidewalks are not permitted. Concrete stain or paint, preferably skid proof, may be used on porch and steps only. Colors must match, as close as possible, with existing color of cemented areas. ACC Request required.
32. **STORAGE SHEDS.** Metal sheds are not permitted. The construction of storage sheds shall be located in the backyard and be placed next to a 6' privacy fence, if applicable, on the property line. A solid concrete floor is required. The shed shall be adequately secured to the concrete floor. Sheds may not exceed 10' x 10' in any floor dimensions, and shall not exceed 7' in height. All sheds constructed by the original developer shall be allowed until such time that major repairs are required. At that time the shed dimensions shall conform to those stated. ACC Request required.
33. **STORM DOORS.** Replacement or installation shall be compatible and harmonious with existing doors within the community. No wooden screen doors are allowed. ACC Notice required.
34. **SWING SETS.** Installed in the rear area of the lot owner's property.
35. **TEMPORARY BARRIERS.** Erected for seeding or planting purposes for no longer than 60 days.
36. **TRASH AND RECYCLE DISPOSAL.** Metal containers are not allowed. All trash shall be stored in a standard trash receptacle and made of plastic. Plastic bags may be used for disposal of vegetation only. Receptacles shall be stored when possible, in the backyard or garage, or in an inconspicuous area of the property and not visibly seen from the road. All trash receptacles and storage areas must be neat and clean to include a clean area, free from trash debris. Trash receptacles shall be set out for collection the evening before collection day in the front area of the homeowner's lot and removed and stored within 24 hours of trash collection. Tree limbs and debris shall not exceed 4' in length and shall be tied in bundles.
37. **TREES.** Removal and trimming or intentional damage of a tree on common ground by the homeowner, tenant, or visitor is prohibited. In the event of damage from natural causes, lot owners are authorized to take necessary steps to protect personal property. Lot owners are responsible for any damages caused by their trees to adjacent lots. Dead trees, shrubs and hedges on the lot owner's property shall be removed by the lot

owner and disposed of accordingly. It is highly recommended that lot owners remove existing Bradford Pear trees as they are prone to wind damage which may cause significant property damage. The planting of small to medium trees is recommended so as to be compatible with the community landscaping, and to allow for a fuller weed free lawn.

38. TRIM. Repairs to all windows, doors and garages shall be completed as originally constructed.

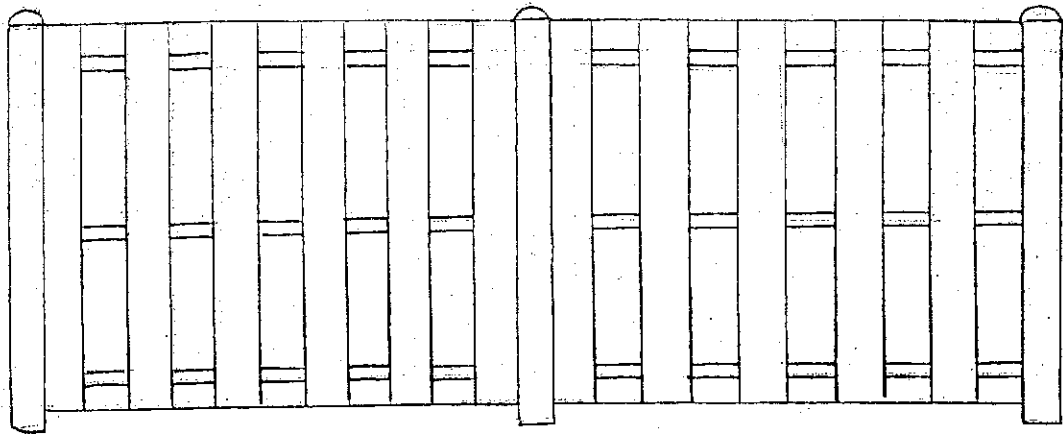
39. VINYL SIDING AND TRIM. Replacement shall be the same color, or a similar color; and dimensions shall be the same size, or as close to the original size, as originally constructed to maintain their original appearance and design. ACC Request required.

40. WINDOWS. Replacement windows shall maintain their original design. ACC Notice required.

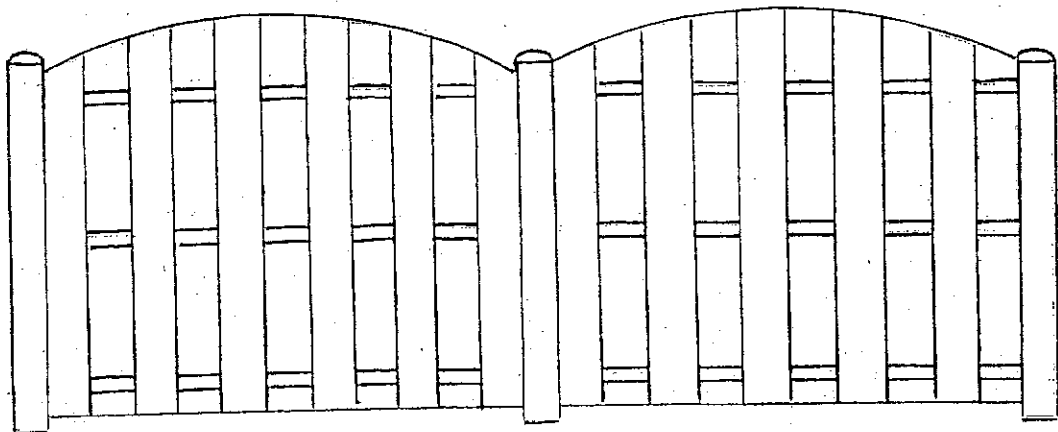
41. WINDOW AND DOOR SCREENS. Properly replaced and shall maintain their original appearance and design.



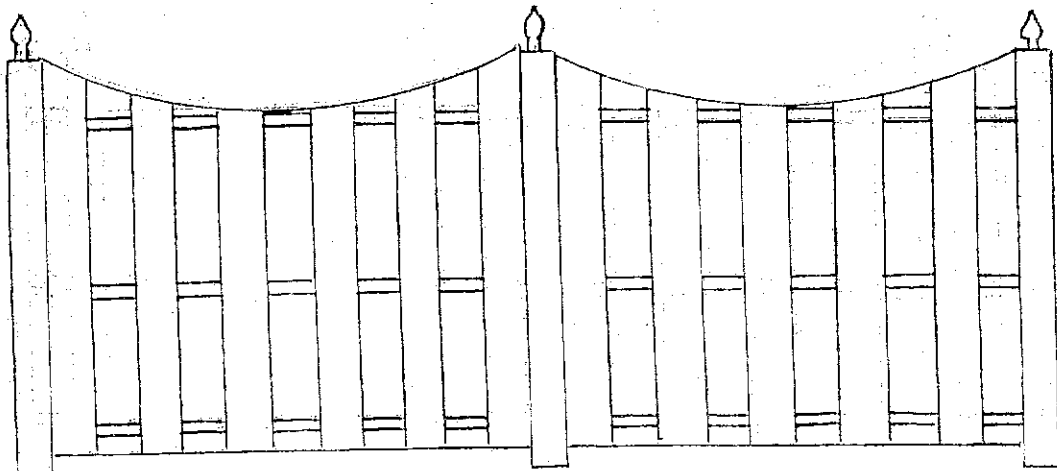
SHADOW BOX STYLES (BOARD ON BOARD)



FLAT TOP SHADOW BOX  
ILLUSTRATION I



DOMED SHADOW BOX  
ILLUSTRATION II



SCALLOPED SHADOW BOX  
ILLUSTRATION III

## ASSESSMENTS AND VIOLATIONS COLLECTIONS

### A. ROUTINE COLLECTIONS

1. The Association will collect its annual assessments on a monthly basis. The annual assessment shall be due in 12 equal installments each one of which is payable on the first day of each month. If a lot owner is in default of any monthly assessment payment for more than 30 days, the assessment shall be considered delinquent and the right to vote shall be suspended until the account is brought current.
2. All special assessments shall be due and payable on the first day of the next month after delivery to the lot owner of the notice of special assessment ("Due Date") unless otherwise determined by the BOD.
3. All documents, correspondence, and notices relating to assessments or charges shall be mailed or delivered to the address that appears in the records of the Association or to such other address as is designated in writing by the lot owner.
4. Non-receipt of an invoice shall in no way relieve the lot owner of the obligation to pay the amount due by the due date.
5. Charges assessed pursuant to the Association's governing documents shall be collected as an assessment or in such manner as shall be determined by the BOD.

### B. REMEDIES FOR NONPAYMENT OF ASSESSMENTS

1. If payment of the total assessments or charges due, including special assessments, charges for violations of the Association's governing documents and returned check charges are not received by the managing agent by the 30th day after the due date, the account shall be deemed late. Interest of eight percent (8%) per annum shall be added to the account from the date of delinquency and shall be a part of the continuing lien for assessments as provided for in the governing documents, until all sums due and owing shall have been paid in full.
2. If a check is returned and an assessment or charge due and owing is not otherwise received in 30 days, the account shall be deemed late and interest shall be added in addition to a returned check charge or such other amount as the BOD shall determine, if applicable.
3. Management shall send a Late Notice to lot owners who have not paid assessments or charges, in full, by the 30<sup>th</sup> day after the due date. The notice shall advise the lot owner that their right to vote and to use the recreational facilities or other services and facilities of the Association may be suspended if their account remains delinquent for more than 60 days and shall offer them the opportunity to have a hearing before the BOD to contest that suspension. The notice shall also warn the lot owner that the BOD may require payment of the entire remaining balance of the annual assessment, or any special assessment, and their account may be referred to legal counsel.

4. If payment in full of any assessments, fees, violation charges, interest and returned check charge, is not received by the managing agent by the 90<sup>th</sup> day after the due date, the account shall be referred to legal counsel for collection. The managing agent or legal counsel shall mail a demand for payment, notice of the demand for payment of the balance of the annual and/or special assessment for the fiscal year, and a lien-warning letter by certified mail to the lot owner at the address listed on the books of the Association.

5. If payment in full, or the amounts due, is not received by legal counsel or the managing agent within 10 days after the lien-warning letter has been sent, a memorandum of lien shall be filed for the total balance due on the account. Non-receipt of a notice shall not prevent the Association from filing a lien with the statutory deadline. Reasonable attorneys' fees, interest from the date of delinquency, costs of collection including, without limitation, the costs of filing and releasing the memorandum of lien, shall be added to the account and the delinquent lot owner shall be liable for all costs (i.e., postage, management referral, copy cost, etc.), interest, and attorneys' fees.

6. If payment in full of all amounts due is not received by legal counsel or the managing agent by the 120<sup>th</sup> day after a due date, a civil suit for the full balance may be filed personally against the delinquent lot owner.

7. If an account remains delinquent after filing a civil suit or lien thereof, legal counsel shall take other appropriate legal action to collect the amounts due to include garnishment of wages or Federal and state income tax refunds, except as provided in paragraph 8. and unless directed otherwise by the BOD.

8. If a lien remains unpaid, a suit to enforce the lien and foreclosure on the lot may be filed within 36 months of the date the lien is recorded upon authorization from the BOD.

9. If the Association receives from any lot owner, in any accounting year, two or more returned checks for payment of assessments, the BOD may require all future payments to be made by certified check, cashier's check, or money order for the remainder of the fiscal year.

10. All costs incurred by the Association as a result of any violation of the governing documents of the Association by a lot owner, his family, employees, agents, lessees or licensees, shall be specially assessed or charged against the lot owner. Such costs include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from a lot owner's failure to pay charges or assessments when due or from any other default referred to in this paragraph or in the governing documents.

11. The BOD may grant a waiver of any provision herein, except filing for memorandum of liens beyond the statutory deadline, upon petition, in writing, by a lot owner alleging a personal hardship. Such relief granted a lot owner shall be appropriately documented to the files with the name of the person or persons representing the BOD granting the relief and the conditions of the relief.

12. The BOD hereby authorizes the managing agent to waive the imposition of interest on payment received by the managing agent after the 30<sup>th</sup> day of the month, if, in the judgment of the managing agent, the delinquent lot owner has owned the lot for less than three months at the time of the delinquency and the managing agent determines the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment.

13. Payments received from a lot owner shall be credited to the following order:

- a. Charges for attorneys' fees and court costs.
- b. All returned check charges or interest accrued, as applicable.
- c. All other charges incurred by the Association as a result of any violation by a lot owner, his family, employees, agents, lessees or licensees.
- d. The monthly and any special assessment of each lot, applied first to the oldest amount due.

## COMMITTEE DUTIES AND RESPONSIBILITIES

A. **OFFICERS.** A Chairperson shall head the committee and whose function shall be to steer the committee in the performance of its duties. The Chairperson is appointed by the BOD and will be the presiding officer of the committee and have the responsibility for the following:

1. Scheduling and providing notification of committee meetings.
2. Preparing and delivering to committee members an agenda for regular meetings. The agenda will include date, time and place of the meeting; time allowed for a brief discussion by the committee members; presentation of new actions; and follow-up actions on previously presented matters.
3. Controlling the conduct of meetings, enforcing order, and focusing attention on the matters at hand.
4. Authenticating, by signature where necessary, all actions of the committee.

### B. MEETINGS

1. Appropriately discuss all matters presented at meetings until all members are thoroughly familiar with the issues involved. Once fully discussed, the Chairperson may call for a motion, which must be formally presented by the Chairperson. All motions must be seconded. All formal actions taken by the committee shall be recorded in the minutes of the meeting. A signed copy of the minutes will be provided to the BOD Secretary in a timely manner for submission to the BOD at their next regularly scheduled meeting.

2. Quorum. A quorum shall consist of a majority of the presently active committee members.

#### 3. Regular Meetings

a. Committees shall meet monthly or as so designated by the Chairperson. In the event there is no committee business to be dealt with, the Chairperson may cancel the meeting by so notifying the committee members. In the event it is known before hand that a quorum will not be present, the meeting should be rescheduled for the earliest possible time.

b. Meetings shall be open to all members of record. Notice of time, date and place of each meeting shall be published where it is reasonably calculated to be available to a majority of the lot owners and shall be sent by first class or e-mail to any lot owner requesting such notice. Permission may not be denied without just cause. The cause for denial shall be conveyed in writing to the denied resident within 10 days.

c. Committees may convene into closed session, which will be attended only by committee members. No motion or other action adopted, passed or agreed to in the closed session shall become effective unless the committee following the closed session, reconvenes in open session and takes a vote on such motion or other action which shall have its substance reasonably identified in the open session.

4. Special Meetings. Any committee member may call a special meeting; it is necessary that a quorum be present. However, if there is pressing business to be dealt with, a quorum shall not be necessary. In the event a special meeting is to be held, all committee members will be notified within five days. Notification will include the date, time, place, and names of the committee members and a summary of business to be conducted.

5. Action Without Meeting. Any action required or permitted to be taken at any meeting of the members may be taken without a meeting and without action by the committee if the action is taken by all of the members entitled to vote on the action. The action shall be evidenced by one or more written consents describing the action taken, signed by all of the members entitled to vote on the action, and delivered to the Secretary or agent for inclusion in the minutes or filing with the corporate records.

#### C. DUTIES

1. Committee members shall enforce, comply, and do all lawful things to accomplish same. Committees will always act in the best interests of the Association.

2. In accordance with the Association governing documents, committees may exercise the authority of the BOD under Section 13.1-853 of the Non-stock Corporation Act, except Committees may not:

a. Approve or recommend to member's action that this Act requires to be approved by members, provided that the Executive Committee of the BOD may exercise the authority of the BOD to approve any amendment of the Articles if so authorized by the Articles.

b. Fill vacancies on the BOD or on any of its committees.

c. Amend the Articles.

d. Adopt, amend or repeal the Bylaws.

e. Approve a plan of merger not requiring member approval.

f. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a director with the standards of conduct described in Section 13.1-870 of the Non-Stock Corporation Act.

3. Keep sufficient records as may be required by the BOD to adequately report its activities to the BOD in writing on a date or dates to be established by the BOD. The committee shall provide lot owners a report with reasonably detailed summaries and information at the Annual Meeting of Homeowners.

## ARCHITECTURAL CONTROL COMMITTEE (ACC)

A. **PURPOSE.** The ACC is specifically charged with the responsibility for application of the provisions of certain matters in the Declaration and the Articles. The ACC members shall enforce and comply with the existing resolution with regards to architectural control.

B. **MEMBERSHIP.** The ACC shall consist of at least three representatives appointed by the BOD; two of which shall reside within the Cabin Creekwood community. Representatives shall be in good standing with no current delinquent assessments and/or active complaints.

### C. **DUTIES**

1. The ACC shall regulate external design, appearance, use, location and maintenance of improvements and landscaping on any lot or common area in such a manner so as to preserve and enhance values, maintain a harmonious relationship among structures and the natural vegetation and topography, and to preserve the general character and color, tone and architectural compatibility of the area as originally constructed.

2. To protect the investment of all Cabin Creekwood community lot owners, the ACC must review and submit to the BOD or management all ACC approved requests or notices for exterior additions or modifications, except those which are prohibited by the governing documents, prior to initiating the addition or modification.

3. The ACC will concentrate on keeping all requested additions or modifications within the original architectural style established by the builder, including choice of colors. The effects on natural drainage and erosion will be considered where appropriate. All alterations, modifications, or additions must meet pertinent County codes and all permits, variances, etc., must be secured prior to beginning work. County officials applying building codes are only responsible for ascertaining that all construction is structurally sound.

4. All applications are evaluated on the individual merits of each application. The characteristics of the townhouse type and the individual site are taken into account when evaluating the particular design proposal. What may be an acceptable design for an exterior in one instance, may not be for another. The basic idea must be sound and appropriate to its surroundings.

5. Improvements must be compatible with the architectural characteristics of the applicant's townhouse, adjoining townhouses, and the neighborhood setting. The size of the proposed alteration must relate well to adjacent structures and its surroundings.

a. The proposed alteration must relate favorably to the landscape, the existing structure and the neighborhood. Fences may not obstruct views or prevent air access to adjoining property; and decks or large additions may not cast unwanted shadows on an adjacent patio or property, or infringe on a neighbor's privacy.

b. Continuity is established by use of the same or compatible materials used in the original townhouse. Approval will be contingent upon compatible materials. The options may be limited somewhat by the design and materials of the original house.

6. No buildings or signs, except those erected by Declarants or their agent to identify the subdivision or to sell lots, fence, wall or other structure shall be commenced, erected or maintained upon properties. The ACC may remove such signs immediately unless such sign has been approved by the BOD.

7. Architectural Modification Request (ACC Request)

a. The ACC will act promptly on any ACC Request or ACC Notice pending before the ACC. Record on the request or notice, the date received by the ACC or management. All requests will be reviewed and an on-site inspection done prior, if determined by the ACC, to any action by the ACC. Any and all completed requests shall be acted upon within 30 days after said plans and specifications have been submitted for approval by the ACC.

b. Any request that is not complete will be returned to the lot owner for additional information. Once the completed request is resubmitted, the 30-day action date by the ACC will begin.

c. In instances where a legal determination is required regarding interpretation of any regulation, the ACC Request will not be considered complete until a determination has been received from the Association's attorney. The ACC or management will notify the lot owner in writing of such actions. Once a legal determination has been made, the ACC Request will then be complete and the 30-day action date by the ACC will begin.

d. Notification of approval or disapproval by the ACC shall be conveyed to the lot owner in writing by the ACC or management.

e. The ACC will conduct a final inspection of the property, if required by the ACC, upon completion of any approved modification.

8. Architectural Inspections

a. The ACC will conduct annual or semi-annual inspections for the condition and maintenance of each townhouse and lot within the community. A written report of these surveys will be conveyed to the President or Vice-President of the BOD. The report shall contain a listing of architectural violations in accordance with existing governing documents. Follow-up surveys and actions by the ACC shall be taken as directed by the ACC Chairperson or the President of the BOD. A written follow-up survey on major violations will also be required. The ACC or management will notify the lot owner of any violations so indicated on the written report.

(1) FIRST, a Maintenance Reminder will be sent to the lot owner's property address or the last known address on file with the Association specifically noting the area of property requiring repairs and/or maintenance, and requesting that said repairs/maintenance be completed within 30 days from receipt of this notice. Included will be a statement of the lot owner's right to appeal the BOD's decision.



(2) SECOND, a Cease and Correct letter will be sent Certified Mail/Return Receipt Requested to the lot owner demanding compliance within 15 days. If the lot owner fails to respond they may be assessed rules violation charges of up to \$50.00 for each single violation or up to \$10.00 per day for a continuing violation not to exceed \$900.00.

(3) Before any such charges or suspension may be imposed, the lot owner shall be given an opportunity to be heard and to be represented by counsel before the BOD or other tribunal specified in the documents. APPEAL PROCEDURES apply.

b. The Chairperson or committee members shall not disclose results of annual or semi-annual inspections to lot owners, unless the violation presents a safety issue or hazardous condition. If the ACC notifies a lot owner of a safety issue or hazardous condition, the ACC will notify the BOD or management immediately. The ACC shall provide the name and address of the lot owner, the date notification was made to the lot owner, and a description of the violation(s).

#### 9. Architectural Violations

a. The ACC shall promptly notify the BOD or management of additional architectural violation(s) other than those detected through annual or semi-annual inspections within the Association. Reports of violations will be completed on the Association's complaint form and forwarded to the BOD or management.

b. The ACC shall make recommendations to the BOD for the removal of structures or improvements at the lot owner's expense if they are not consistent with the design and location in relation to surrounding structures and topography of the community.

c. The ACC may verbally notify lot owners of architectural violations not reported in the annual or semi-annual inspections. If a verbal notification is made, it shall be followed through with the completion of an association complaint form and forwarded to the BOD or management.

d. The ACC shall promptly notify the BOD or management of any damages, deterioration, needed repairs or replacements to community signs, roadways, sidewalks, streetlights, to include any other area of the community.

## FINANCIAL MANAGEMENT COMMITTEE

**A. PURPOSE.** The Financial Management Committee is charged with the responsibility of reviewing prepared financial statements on a monthly basis, to include a balance sheet, an income statement with comparisons to the budget, check register, listing of delinquent accounts, copies of all bank statements and reconciliations, as well as any additional financial statements that the committee may require. The Committee will make informed decisions and may seek professional advice from their manager, accountant, insurance agent, and reserve study professionals as needed.

**B. MEMBERSHIP.** The Financial Management Committee shall be composed of two or more directors appointed by the BOD. Members shall be in good standing with no current delinquent assessments and/or active complaints.

### **C. DUTIES**

1. It shall be the responsibility of the Financial Management Committee to receive and invest the assets of the Corporation and disburse not less than annually and/or as required by the effective Internal Revenue Code investment income of the Corporation. Specifically:

a. Recommend to the BOD not less than annually the recommended disbursement of the investment income of the Corporation.

b. Recommend to the BOD, determinations of sufficient reserve amount for repairs, replacements and capital components and to recommend adjustments as necessary.

c. Conduct a review and compare amounts with the Association's prior year line items and look for trends or irregularities. Warning signs to look for when reviewing Financial Statements:

(1) A steady decline in the amount of cash on hand.

(2) Significant or unexplained differences between actual and budgeted figures for items.

(3) An increase in the amount of lot owners' assessments owed to the community.

(4) Usually large legal expenses, unless the reason is disclosed.

(5) The failure to resolve any differences between bank statements and the financial statements in a timely manner.

(6) Untimely generated or missing financial statements.

### 2. Investment Objectives

a. Safety. Protecting the principal (amount of the original investment) from as much risk as possible.

b. Liquidity. The ease and costs associated with converting an investment into cash or cash equivalent.

c. Yield. The amount of return on an investment. The ultimate earnings from an investment are not necessarily the state rate of interest. Investments should be Federally insured and not more than \$100,000 shall be invested in any one financial institution. Investments should meet projected cash flow needs.

### 3. Annual Budget

a. Prepare a draft of the annual budget three (3) months prior to the end of the current calendar year for review by the BOD.

b. Include in the preparation of the budget, at a minimum, the full name of the association, the year of the budget, income (assessments, interest, late fees, legal collections, and miscellaneous), expenses (administrative, operational, utilities, and professional fees), taxes, and replacement reserves.

c. Ensure that the budget is prepared using data from the prior year with line item adjustments.

d. Ensure that there are approximately five percent of annual assessments in the operating fund balance for unexpected financial requirements.

e. Ensure that all lot owners receive a copy of the proposed budget at the Annual Homeowners' Meeting.

4. Reserve Study. Per Title 55.514-1 of the Act, the Committee will ensure that the Association is reserving appropriate levels of funding for common element replacement and to fulfill the BOD's fiduciary responsibility.

a. Ensure that reserve funds are maintained in a separate financial account from other accounts.

b. Ensure that the reserve fund cash balance is above zero.

c. Ensure that the reserve fund is attaining and maintaining cumulative reserve at or near 100 percent funded.

d. Ensure that the reserve fund is in keeping the reserve balance above a specified dollar or percent funded amount.

e. Ensure that a date for contribution throughout the years of the reserve is accomplished.

f. Recommend to the BOD that a reserve study be conducted at least once every five years to determine the necessity and amount of reserves that require repairing, replacing and restoring the capital components.

g. Recommend adjustments for the reserve study to the BOD on a yearly basis at least three (3) months prior to required annual review, in order to maintain reserves for the Association.

5. Provide to the BOD the dates Federal and state income tax returns are due (15th of the third month after the end of the tax year). If previous boards failed to submit tax returns, the current BOD is not absolved from filing a return for the current year or for any previous year that was omitted.
6. Advise the BOD in matters relating to delinquencies and assessments.
7. Advise the BOD in matters relating to the annual audit of association tax returns.
8. Ensure that there are at least two (2) co-signers on all banking institution accounts and investment accounts and co-signers are insured by fidelity insurance.
9. Perform other functions as directed and approved by the BOD.

## LANDSCAPE AND GROUNDS COMMITTEE

A. **PURPOSE**. The Landscape and Grounds Committee is charged with the responsibility of maintaining the landscape and grounds within the common areas of Cabin Creekwood community in such a manner as to enhance and preserve the values of the community.

B. **MEMBERSHIP**. The Landscape Committee shall consist of at least one representative appointed by the BOD. Members shall be in good standing with no current delinquent assessments and/or active complaints.

### C. **DUTIES**

1. Trim shrubs and trees within the common areas of the community, and, in particular, those shrubs and trees blocking access to sidewalks.
2. Purchase and plant flowers, shrubs and trees for the common areas.
3. Remove damaged and dead trees, shrubs, and plantings from the common areas of the community.
4. Replace dead trees and shrubs as may be required.
5. Plant new trees, which require approval of the Architectural Control Committee.
6. Maintain weed free flowerbeds within the community.
7. Conduct periodic inspections of all plants, trees and shrubs for insect infestation, and applying different forms of pesticides for control of damaging insects.
8. Apply a mulch cover for areas of plantings not covered by the Association's landscape contractor.
9. Report to BOD or management any major damages to areas of the committee's responsibility.
10. Stay within approved yearly budget funding for landscaping.
11. Provide accurate funding estimates for inclusion in the Association's yearly budget in a timely manner.
12. Maintain the community sign (cleaning, painting, repairs).

## NEWSLETTER COMMITTEE

**A. PURPOSE.** The Newsletter Committee is charged with the responsibility of preparing quarterly newsletters, or as may be determined by the BOD. The newsletter is a communications tool and is used to disseminate information to lot owners and tenants.

**B. MEMBERSHIP.** The Newsletter Committee shall be composed of all BODs. Membership may include at least one representative appointed by the BOD. Members shall be in good standing with no current delinquent assessments and/or active complaints.

### **C. DUTIES**

1. Association newsletter shall contain at a minimum the following:
  - a. Name of the Association.
  - b. Date of the Newsletter.
  - c. Names of Board of Directors.
  - d. Management Name, addresses, telephone numbers, and e-mail.
  - e. Established Committees' names and their members.
  - f. Board of Director's Meetings, to include times and locations, and committee meetings, to include times and locations.
  - g. Community Services telephone numbers.
  - h. Local schools and medical facilities.
2. In instances where an article is received from a lot owner and it is questionable, controversial or inappropriate, the Newsletter Committee will not consider publishing said article until a determination has been received from the BOD or review by legal counsel. Articles should be professional with correct grammar and content and contain no offensive language or derogatory comments.
3. The community newsletter shall be informative, contain articles of interest to community lot owners (i.e., social events, community projects, consumer interests, new legislation of all types, articles from the BOD and committees, requests for volunteer involvement, advertisements, photographs, or other topics that the committee perceives are relevant to the Association).
4. The Newsletter Committee shall forward the finalized newsletter to the association web page, the BOD, and management on or before the 20<sup>th</sup> of the month preceding the date of the newsletter. Lot owners who do not reside within the community will receive their newsletter by mail or by e-mail if requested by the lot owner.

## PARKING COMMITTEE

**A. PURPOSE.** The Parking Committee is charged with the responsibility of ensuring that all Virginia State laws and statutes are complied with for the safety and in the best interests of all lot owners, tenants, and guests within the community.

**B. MEMBERSHIP.** The Parking Committee shall be composed of at least one representative and a lot owner within the community appointed by the BOD. Members shall be in good standing with no current delinquent assessments and/or active complaints.

**C. DUTIES**

1. Conduct annual evaluations of the current parking regulations to determine their validity as they may apply under the Code of Virginia.
2. Maintain a good relationship with the contracting towing company to ensure compliance with the Code of Virginia, and serve as a point of contact for towing issues.
3. Initiate at least one meeting per calendar year for open forum for all lot owners to address concerns and offer recommendations for parking, towing, fees, etc.
4. Recommendations and concerns of the committee or lot owners addressed to the committee will be presented to the BOD in a timely manner.
5. Serve as the point of contact for all special projects relating to parking issues or emergency actions requested by the BOD, which may include speed limits, vehicular sign, and towing issues.
6. Inspect all painted fire lanes and parking spaces and report any discrepancies directly to the BOD.

## PET AND ANIMAL REGULATIONS

**A. RESPONSIBILITY.** It shall be the positive duty and responsibility of any lot owner, tenant, guest or custodian (hereinafter referred to as "responsible person") to fully comply with the Pet and Animal Regulations, and all existing Stafford County, Virginia codes and regulations pertaining to the ownership of all pets and animals within the boundaries of the lot owner, neighboring lot owners, and all common areas of the Cabin Creekwood subdivision.

### **B. ENFORCEMENT**

1. Verbal or written notification of any violation may be submitted by any lot owner or tenant within the Association to the managing agent, the BOD, or the local Animal Control Officer. Names of those individuals who submit a Rules Violation Complaint Form are confidential.

2. The BOD or its agent, upon oral or written notification of any violation, is hereby empowered and shall:

a. Verbally notify the lot owner of the violation(s).

b. Contact the local Animal Control Officer of the violation(s). If the Animal Control Officer, who has reason to believe that a canine or canine crossbreed within his jurisdiction is a dangerous or vicious dog, shall apply to a magistrate of the jurisdiction for the issuance of a summons requiring the responsible person to appear before a General District Court. The Animal Control Officer shall confine the animal until such time as evidence shall be heard and a verdict rendered. If the Animal Control Officer determines that the responsible person can confine the animal in a manner that protects the public safety, he may permit the responsible person to confine the animal until such time as evidence shall be heard and a verdict rendered.

c. Assess charge level assessments to the lot owner of record for violation(s) incurred by all responsible persons in the amount of \$50.00 for each single offense effective the date of the complaint.

d. Any reasonable costs incurred by the Association in seizing, impounding, confining or disposing of any dangerous or vicious dog owned by the responsible person, shall be charged against the lot owner and shall be subject to collection by lawful means, to include violation charges assessed by the Association. In addition to any remedies available to the Association, the lot owner shall, as part of any legal action, be responsible for legal fees incurred by the Association.

### **C. RULES AND REGULATIONS**

1. All animals, livestock, or poultry of any kind shall not be raised, bred, or kept on any lot or common area. Dogs, cats, or other household pets may be kept provided they are not raised or bred for commercial purposes. Any pet should not be allowed defecate on common areas, adjoining lots, or respective lot where the animal resides without immediately cleaning up any solid waste and for any damage caused by any pet or animal.



2. Animals are not allowed to run at large in the Cabin Creekwood community. An animal shall be deemed to run at large while roaming, running or self-hunting or when not restrained by a dependable leash and controlled by a responsible person. In addition, the Stafford County Animal Control office will be contacted to ensure compliance.
3. All responsible persons shall ensure their animals do not become a nuisance to other residents in the community. Actions, which may constitute a nuisance, include but are not limited to: barking, crying, scratching or being hygienically offensive. NUISANCE ACTIVITY will apply.
4. Animals residing outside of the domicile are required to have substantial shelter and provisions.
5. Pets shall not be chained or leashed to any common area; chain or lease shall not extend to neighboring lot owners' property.
6. Provoking, tormenting, or physically abusing any animal, by any person or any pet or animal within the Cabin Creekwood community is not allowed.
7. All animals must have appropriate shots, licenses and tags, as required by Stafford County Code.
8. Lot owners or other responsible person(s) shall incur any and all costs of repairing damage to common areas or any townhouse lot caused by their animal(s).

**D. VICIOUS DOGS**

**VICIOUS DOGS SHALL NOT BE ALLOWED IN THE CABIN CREEKWOOD COMMUNITY.**

A vicious dog is a canine or canine crossbreed that has (1) killed a person; (2) inflicted serious injury to a person, including multiple bites, serious disfigurement, serious impairment of health, or serious impairment of a bodily function, and (3) continued to exhibit the behavior that resulted in a previous finding by a Court or an Animal Control Officer as authorized by local ordinance. If, after hearing the evidence, the Court finds that the animal is a vicious dog, the Court shall order the dog euthanized per provisions of the Code of Virginia, Title 3.1-796.119.

**E. DANGEROUS DOGS**

1. A dangerous dog is a canine or canine crossbreed that has bitten, attacked, or inflicted injury on a person or companion animal or killed a companion animal. However, when a dog attacks or bites another dog, the attacking or biting dog shall not be deemed dangerous if (1) if no serious injury, as determined by a licensed veterinarian, has occurred to the other dog as a result of the attack or bite, or (2) both dogs are owned by the same person.
2. No canine or canine crossbreed shall be found to be a dangerous or vicious dog solely because it is a particular breed.

3. No dog shall be found to be dangerous or vicious if the threat, injury, or damage was sustained by a person who was (1) committing, at the time, a crime upon the premises occupied by the animal's owner or custodian, (2) committing, at the time, a willful trespass or other tort upon the premises occupied by the animal's responsible person, or (3) provoking, tormenting, or physically abusing the animal, or can be shown to have repeatedly provoked, tormented, abused, or assaulted the animal at other times.

4. Compliance. Any responsible person of any animal that has been found to be a dangerous dog who willfully fails to comply with the requirements of the Code of Virginia shall be guilty of a Class I misdemeanor (punishable by up to 12 months in jail and fine of up to \$2,500).

5. Notification

a. Any responsible person who owns a dangerous dog or after their dog has been found to be a dangerous dog, shall notify the BOD or management within 30 days of the effective date of this resolution, or 30 days after their dog has been found to be dangerous, whichever applies.

b. The responsible person shall immediately notify the local Animal Control authority if:

(1) The animal is loose or unconfined.

(2) The animal loses their identification tag and/or collar.

(3) The animal attacks or bites a person or attacks another animal.

(4) The animal is sold, given away, or dies.

(5) The animal has been moved to a different address.

c. The responsible person shall notify the Association immediately of the date actions were reported to the Animal Control Authority to include any follow-up actions instituted by the Animal Control Authority.

6. Confinement

a. While on the property of the responsible person, an animal is found to be dangerous, the animal shall be confined indoors or in a securely enclosed area, to include complete overhead covering, and locked structure of sufficient height and design to prevent its escape or direct contact with people or other animals. The dog shall be provided adequate shelter and provisions. The animal shall not be kept on a chain, rope or other type of leash, and not be leashed to inanimate objects such as trees, posts, buildings, vehicles, fences or handrails.

b. A dangerous dog shall not be left in an outside locked structure while the responsible person is not on their premises.

c. When a dangerous animal is off the responsible person's property, it shall be kept on a leash and muzzled in such a manner as not cause injury to people, other animals, or to themselves.

## 7. Insurance Requirements

a. Due to high costs of dog bite insurance, some insurance companies have blacklisted certain breeds and are refusing to provide lot owners insurance to those who own the following breeds:

Pit Bull	Rottweiler	Chow Chow
German Shepherd	Doberman Pinscher	Siberian Husky
Alaskan Malamutes	Akita	Boxers
Great Danes	American Staffordshire Terrier	Wolf-hybrid

Any other dog that has any of these breeds in their lineage

b. In the best interest of the Association, and for the welfare and safety of all lot owners, custodians, and guests within the community, all owners of dangerous dogs and those listed above shall provide proof of liability insurance in the amount of \$100,000 for bodily injury to or death of any person or persons or for damages to property owned by any person which may result from the ownership, keeping or maintenance of such dogs. Proof of such insurance shall be required to be provided to the Association within 30 days of the effective date of this resolution or 30 days after a lot owner or tenant has recently secured a residence within the community that their dog has been found to be dangerous or those dogs listed above, whichever applies.

c. In the event such liability insurance is cancelled, lapsed or for any reason becomes non-enforceable, said owner, keeper, or harbinger shall be in violation and shall be required to obtain insurance or remove the animal from the premises within 20 days.

8. Visible Signs. All responsible persons of dangerous dogs shall post a visible sign warning minors and adults of the presence of a dangerous dog on the property. Signs shall be posted on a prominent place on their premises and easily readable by the public.

9. Collar. The local Animal Control Officer shall also provide the owner with a uniformly designed tag that identifies the animal as a dangerous dog. The responsible person shall affix the tag to the animal's collar and ensure that the animal wears the collar and tag **AT ALL TIMES**.

10. Identification. Once a dog has been determined dangerous by the local jurisdiction, all responsible persons shall provide photographs, shot records, tattooing or micro-chipping identification, and proof of identification tag to the Association within 10 days of the court's effective date of determination. The 10-day notification also applies to responsible persons that have recently secured a residence, or visiting within the community.

11. Dangerous Dog Certificate. The responsible person of any animal found to be dangerous dog shall, within 10 days of such finding, obtain a

dangerous dog registration certificate from the local Animal Control Officer. A certificate shall only be issued to persons 18 years of age or older. Responsible persons shall provide a copy of the certificate within 10 days of receipt to the Association.

## PARKING REGULATIONS

### A. RESPONSIBILITY

1. The BOD is responsible for hiring the services of a local towing company to enforce these regulations.
2. Lot owners and residents are responsible for informing their guests of these regulations. Owners, residents and guests are responsible for ensuring that their vehicles are in compliance with these regulations. Residents are also responsible for conveying to the BOD, either directly or through management, their complaints regarding violations of these regulations.

### B. ENFORCEMENT

1. Motor Vehicles, Code of Virginia, Title 46.2 applies.
2. The administrator of the towing company engaged by the BOD to immobilize a vehicle by attaching a "booting" device and charges a fee for its removal.
3. In response to a resident or tenant complaint, the BOD or management, shall verify that the vehicle is in violation of a regulation.
4. The BOD, management, lot owner, or tenant may notify the towing company of any cited vehicle failing to comply with a regulation in the prescribed time and ensure the vehicle is removed from the premises. Information regarding towed vehicles may be obtained from the Stafford County Police or the towing contractor. Towing signs, with telephone numbers, are posted throughout the premises.
5. Applicable charges mandated for the State of Virginia for the removal, impoundment and storage of impounded vehicles are the responsibility of the vehicle's registered owner.

C. RULES AND REGULATIONS. All motorized vehicles (motor-driven) methods of transportation that require a state registration, other motor driven conveyances (i.e., mopeds, trail bikes, and all-terrain vehicles), trailers, campers and other wheeled vehicles normally towed by motor vehicles driving or parking on Cabin Creekwood Homeowners Association, Inc. Property (hereinafter referred to as "premises"), or visible private driveways are subject to these regulations.

1. FIRE LANES. All vehicles must park at least fifteen (15) feet from any fire hydrant. Vehicles parked in a fire lane (yellow curbs and/or roads painted with a yellow line and marked "NO PARKING FIRE LANE") are subject to citation by the Stafford County Police. Fire lanes are established per Stafford County Fire Marshal guidelines. Towing will be enforced.
2. REGISTRATION. All vehicles on the premises must display valid state tags and inspection stickers while parked on their lot. Owners of vehicles have 15 days from the date of expiration of the tag or sticker to

place the vehicle into compliance. Towing shall be enforced and violation charges assessed.

3. **INOPERABLE VEHICLE/REPAIRS.** All vehicles must be in operable condition and supported by its own properly installed wheels and tires while parked on any lot or street. No vehicle under repair "junk car" or other unsightly vehicle shall be allowed on any lot or street. Towing shall be enforced, violation charges assessed, and additional charges assessed for any property damages.

4. **ABANDONED VEHICLE.** All vehicles parked on the streets must be in working order (i.e., able to move under the power of their engines) and belong to a resident or guest of Cabin Creekwood community. Towing shall be enforced, violation charges assessed, and additional charges assessed for any property damages.

5. **COMMON LAWNS/UNAUTHORIZED AREAS.** No vehicle, dirt bike, moped, motorcycle, ATV's or any other machine that may cause damage to Association property may park or drive on community lawns or any unauthorized areas (i.e., areas located between sidewalks and curb). Towing shall be enforced, violation charges assessed, and additional charges assessed for any property damages.

6. **OVERSIZED VEHICLES.** No vehicle that has more than two axles or a GVW (gross vehicle weight) of 10,000 lbs. or more may park on any street or lot. Authorized vehicles may not cause a safety hazard either by the vehicle itself or any cargo improperly stored or extending out of or beyond the body of the vehicle. Towing shall be enforced, violation charges assessed, and additional charges assessed for any property damages.

7. **COMMERCIAL VEHICLES.** No commercial vehicles or equipment shall be parked on any parking areas of the premises except for pick-up or panel delivery trucks and then only overnight and over weekends when used for the purpose of traveling to and from work. Commercial vehicles used for the purpose of installation, construction, repairing or utility easement right-of-way are allowed. Towing shall be enforced and violation charges assessed.

8. **OTHER VEHICLES.** Motored powered vehicles such as: ATVs, mopeds, dirt bikes, or other recreational equipment are allowed to be stored in the privately owned, closed garages in the community. No owner shall park a camper, trailer, boat with trailer, school bus or truck larger than one-half (1/2) ton, on their property or on the private street for longer than 24 hours. Towing shall be enforced and violation charges assessed.

9. **USE OF ROADWAYS/PARKING AREAS.** Any and all motorized vehicles using roadways and parking areas must be completely licensed for legal use on State maintained roads. All persons operating motor vehicles within the premises shall conform to all posted traffic control signs. Towing shall be enforced, violation charges assessed, and subject to citation by the Stafford County Police.

10. **TRAFFIC OBSTRUCTIONS.** Vehicles must be parked within 12" of the curb. Vehicles may not be parked along side another vehicle so as to obstruct the free flow of traffic. Towing shall be enforced and violation charges assessed.

11. **IMPROPER PARKING.** Perpendicular parking is not allowed on community streets along the curb lines, except in designated areas. All vehicles must park perpendicular in their private driveways and garages. In no event shall any part of the vehicle occupy more than one parking space, block access to any vacant parking space(s) or park in such a manner as to obstruct REASONABLE access to any sidewalk. No parking on private or community lawns is allowed. Towing shall be enforced and violation charges assessed.

12. **SPEED LIMIT.** The authorized speed limit in the community is a maximum of 15 MILES PER HOUR. Violation charges shall be assessed.

13. **PARKING**

a. Each lot owner shall be entitled to the use of not more than two (2) automobile parking spaces on each townhouse lot, with the exception of those lots that have garages or extended driveways, which provide for more than two (2) vehicles.

b. On street parking is allowed only in those areas not marked "FIRE LANE" or "NO PARKING", and only for a stationary period of time not to exceed 48 hours. There is no street parking allowed on Staunton Court. Towing shall be enforced and violation charges assessed.

c. No signs, initials, numbers or any other additions or alterations to parking spaces or fire lines may be painted, displayed, or erected by anyone. This regulation does not apply to a uniform numbering or lettering system that may be applied to any or all parking spaces by the Association acting through the BOD. Violation charges and charges for property damages shall be assessed.

14. **REPAIRS/VEHICLE FLUID CHANGING.** Repairs and changing of vehicle fluids are not permitted on any street or lot. The dumping, draining, or leaking of any type of vehicle or mechanical fluid is prohibited on Association property. All illegal dumping will be reported to the Stafford County Police for prosecution. Towing shall be enforced, violation charges assessed, and the costs of repairs and/or cleanup.

15. **EXCEPTIONS TO REGULATIONS.** Exceptions to these regulations may be granted only upon a majority vote of the BOD. It is the policy of the BOD to consider granting exceptions only in cases of unusual and compelling circumstances.

## ASSOCIATION FORMS

The following Association forms are provided with this resolution. Forms are also provided at management and are located on the Association's webpage for the exclusive use of all lot owners and tenants within the community.

Rules Violation Complaint

Architectural Modification Request

Architectural Modification Notice



**CABIN CREEKWOOD HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS VIOLATIONS COMPLAINT FORM**

Forward Compliant Form to: Association Management, LLC  
P O Box 3160  
Stafford, VA 22555  
(540) 658-0081

**NOTE:** If, after the Board of Director's consideration and review of the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) within 30 days of the date of the final adverse decision in writing on forms provided by the Office of the Common Interest Community Ombudsman, including copies of any supporting documents, correspondence and other materials related to the decision. This shall be accompanied by a \$25 filing fee.

Office of the Common Interest Community Ombudsman  
9960 Mayland Drive, Suite 400  
Richmond, VA 23233  
(804) 367-2941  
CICombudsman@dpor.virginia.gov

1. Address of person(s) violating rules and regulations.

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2. Legibly describe your complaint as well as any resolution of the issues. Provide the date of the violation. Attach any supporting documents related to the complaint.

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3. Provide specific rule and regulation violation.

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4. Sign, date, and print your name. Submit to the above address.

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Printed Name

Signature

Date

---

Mailing Address

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Telephone Number

E-mail Address

**ALL COMPLAINT FORMS ARE PROCESSED WITH THE UTMOST CONFIDENTIALITY**

Dated:

**CABIN CREEKWOOD HOMEOWNERS' ASSOCIATION**

**Architectural Modification Request**

LOT OWNER'S NAME: \_\_\_\_\_ Lot No. \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DAYTIME TELEPHONE: \_\_\_\_\_ EVENING TELEPHONE: \_\_\_\_\_

**SUBMISSION REQUIREMENTS**

The following is required to be submitted with this application.

\_\_\_ Written description of the modification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- \_\_\_ Graphic description of the modification. This may be a sketch or photograph.
- \_\_\_ Detailed plans, elevations and specifications.
- \_\_\_ Materials involved and, if different, include a sample.
- \_\_\_ Plat survey for construction or planting including dimensions and distances from adjacent property and townhouses.
- \_\_\_ Sample paint chip for any exterior color changes. Exterior color changes must fall within the color scheme of the community.
- \_\_\_ Provide two (2) complete copies of this request to the ACC or the BOD.

**LOT OWNER'S RESPONSIBILITIES**

- \_\_\_ Securing any and all required building permits, structural plan approvals and zoning approvals prior to commencement of any work on any property. Further, obtaining Stafford County permits does not waive the requirement for Association approval.
- \_\_\_ Calling Miss Utility at least 72 hours prior to any digging in order to locate such utilities.
- \_\_\_ Any construction damage to, or cleanup of, common ground and neighboring properties, and any drainage problems resulting from construction or planting.
- \_\_\_ Complying with the aesthetics of the work in general as it relates to the overall community theme.
- \_\_\_ Work shall not commence until written approval from the ACC or the BOD is received and a prior on-site inspection is completed.

*I acknowledge and agree that I will be solely liable for any claims including, without limitations, claims, claims for property damage or personal injury, which result from the requested addition/modification. I hereby indemnify the Cabin Creekwood Homeowners' Association from and against any and all applicable codes and ordinances, and for obtaining all necessary permits and inspections for the requested modification and further that I am responsible for all maintenance, repair and upkeep of said modification.*

Lot Owner(s) Printed Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED/DISAPPROVED: \_\_\_\_\_ Date: \_\_\_\_\_

Chairperson, ACC

**CABIN CREEKWOOD HOMEOWNERS' ASSOCIATION**  
**Architectural Modification Notice**

**PRE-APPROVED REQUEST**

Any and all work to be performed on the exterior of homes requires submission and approval from the Architectural Control Committee (ACC), inclusive of repairs, replacements, and painting. In an effort to streamline the request process, the ACC has identified several areas where formal approval is not necessary provided this form has been filled out and submitted to management or the ACC.

Lot Owner(s) Name(s): \_\_\_\_\_

Lot No. \_\_\_\_\_

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

Written Description of work performed:

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

*I acknowledge and agree that I will be solely liable for any claims including, without limitations, claims for property damage or personal injury, which result from the requested work. I hereby indemnify the Cabin Creekwood Homeowners' Association from and against any and all applicable codes and ordinances and for obtaining all necessary permits and inspections and further that I am responsible for all maintenance, repair and upkeep of said modification.*

Lot Owner(s) Printed Name(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_