

STONEHURST HOMEOWNERS ASSOCIATION
POLICY RESOLUTION NO. 2

Policy Relating to Yard and Lawn Maintenance

WHEREAS, the Virginia Property Owners' Association Act, Virginia Code Section 55-513.A. ("Act"), and Article VIII of the Bylaws for Stonehurst Homeowners Association ("Bylaws"), grant the authority to the Board of Directors to establish, adopt, publish and enforce rules and regulations pertaining to the use of and access to the Common Area and any facilities thereon, and the personal conduct of members and their guests thereon; and

WHEREAS, Section 55-515 of the Act requires all lot owners ("lot owners" or "members") to comply with the provisions of the Declaration and provides the Association with the right to enforce all restrictions, conditions, covenants, reservations, rules, regulations, liens and charges imposed by the provisions of the Declaration; and

WHEREAS, Section 6 of the Association's Handbook provides that lot owners are responsible for maintaining the external appearance of their homes and property in such a manner as to preserve the beauty and integrity of the community; and

WHEREAS, Section 5 of the Declaration of Covenants, Conditions, and Restrictions for Stonehurst Homeowners Association ("Declaration") provides that the Association shall be responsible for carrying out certain functions; and

WHEREAS, Section 5b of the Declaration authorizes the Association to maintain, care for and preserve the front yard areas of all townhouse lots in the subdivision and all areas located between or adjoining, the fences and alleys in the said subdivision; including but not limited to maintenance of the lawns, pruning of trees and shrubs, hedges or other bushes, raking and

disposal of leaves or dead vegetation, and any and all acts necessary to maintain an attractive appearance in and about the front yards of the townhouse lots and other named areas in the said townhouse subdivision; and

WHEREAS, Section 12 of the Declaration prohibits the use or maintenance of any Lot as a dumping ground for rubbish; and

WHEREAS, Section 16 of the of the Declaration provides that upon failure of a lot owner, tenant or lessee to trim, prune or remove any hedge, bush, grass, leaves, rubbish, refuse or other growth or matter that in the opinion of Association presents an unsightly or unattractive condition, upon written notice setting forth the necessary work, if corrective action is not taken, the Board is authorized to enter on any Lot to correct any violation or to do other work reasonably necessary for the proper maintenance or protection of the Property, and to assess the Owner of the Lot the costs thereof, such assessment to be a lien upon the Lot; and

WHEREAS, for the benefit and protection of all owners, the Board deems it desirable to formally adopt a policy resolution to ensure that all lot owners maintain their yards and lawns in a neat and orderly condition.

NOW THEREFORE BE IT RESOLVED THAT:

1. Standards

a. Lawn and Grass.

- i. Owners and residents are ultimately responsible for maintaining the external appearance of their property ^{so} as to preserve the attractiveness of the community, including lawn care and removal of leaves for their individual Lots. SHA provides lawn care and removal of leaves for common property and front yards of individual Lots. This includes side yards of individual Lots for end units.
- ii. SHA does not provide lawn care and removal of leaves for the back yards of individual Lots. Owners and residents are responsible for lawn care for back

yards, which may include seeding, watering, weed removal, edging and other tasks as necessary to maintain lawns in good health and appearance. Owners and residents shall ensure that any back yard lawns are regularly mowed so as to keep a neat appearance. Grass height shall not exceed 12 inches in accordance with Fairfax County Code.

b. Weeding and Pruning

- i. Owners and residents are ultimately responsible for weeding and pruning for their individual Lots. Owners and residents shall keep their properties free of weeds, leaves, and overgrown or unsightly shrubbery or other plant growth. Owners shall undertake any weeding and mulching of planted beds and pruning and shaping of shrubbery and trees which is necessary so as to keep a neat appearance of the Lot. Weed height in planted beds shall not exceed 12 inches in accordance with Fairfax County Code. Pruning of trees includes removal of suckers and below lateral growth of ornamental trees. Owners and residents shall remove any and all dead plants, shrubs, and trees from their Lots.
- ii. SHA provides weeding and pruning for common property and pruning only (no weeding) for foundation plantings in front yards of individual Lots. This includes side yards of individual Lots for end units. This does not include planted areas on individual Lots (i.e., island beds and trees) that are not part of the foundation plantings. SHA reserves the right to prune shrubbery and trees at any time that pose an access or safety hazard on common area streets and sidewalks. SHA does not provide weeding and pruning for the back yards of individual Lots.

c. Trash and Refuse

Owners and residents shall maintain their individual Lots free from all litter, trash, debris or other unsightly objects. It is the responsibility of the Owner or resident to ascertain the collection requirements for any item they wish to donate or discard, including used appliances and other large items which require special pick-up or removal, and to ensure that such item is promptly collected by the appropriate collection service.

d. Neat Appearance

Owners and residents shall maintain their individual Lots in a neat appearance. No unsightly conditions shall be permitted to be maintained upon the Lot. The Board of Directors shall use its sole discretion in determining said conditions.

2. Enforcement

a. Warning Notice

The Board of Directors shall provide the Owner with an informal notice via mail, hand-delivery, or email describing the condition on the Lot which warrants attention and requesting the Owner to correct the violation within 14 calendar days and so advise the Board. The Landscape Chair or other authorized person will take photographs of the violating condition to share with the Lot Owner and retain as part of the official records of the Association. This Resolution shall not be construed to prevent the Association from immediately abating violations on Lots when the condition on the Lot constitutes an emergency and requires immediate action. An emergency shall include, but not be limited to, any condition on the Lot which threatens the health or safety of any person, any Lot or the common area.

b. Formal Notice

If the violation has not been corrected within the specific time period, the Board of Directors shall formally notify the Owner of any condition on the Lot which constitutes a violation of the standards set forth herein by e-mailing, return receipt requested, and by mailing via certified mail, return receipt requested, a Formal Notice, requiring compliance within ten (10) calendar days. If the Owner does not occupy the Lot, the Board shall e-mail and mail the Notice to the address of the Lot Owner as listed in the Association's records and require compliance within twenty-one (21) calendar days. The Formal Notice shall describe the violating conditions, the corrective actions to be taken, and state that if the Owner fails to correct the violation in time, the Board will correct the condition at the expense of the Owner, and the Owner will be assessed the costs of performing the work (i.e., removal of weeds or offending shrubbery). If unpaid, these costs shall become a lien against the Lot.

c. Hearing (Upon Request)

The Formal Notice shall advise the Lot Owner that they are entitled to a hearing regarding the Violation. Owners who desire a hearing shall submit a written request for a hearing by mail or email within five (5) calendar days to the Association Secretary. Upon receipt of a request for a hearing, the Secretary shall schedule a time for the hearing and send the Owner advance notice of the hearing not less than fourteen (14) calendar days before the hearing, by certified mail, return receipt requested, to the address of record. Hearings regarding compliance with this Resolution shall be held in accordance with the Association's usual procedures regarding hearings and shall be conducted to ensure that the Owner has an opportunity to be heard regarding any alleged violation of this Resolution or corrective actions to be taken. Owners may be accompanied by Counsel at the hearing. The hearing decision will be mailed to the Owner by certified mail, return receipt requested, at the address of record within seven (7) days of the hearing.

d. Final Notice

When the Association plans to take corrective action on the Lot, a notice stating the action to be taken shall be emailed to the Owner, if possible, or placed on the front door of the Lot at least one day prior to the day the work is scheduled to occur.

e. Corrective Action

If the Lot Owner does not cure the violation as requested in the Formal Notice by the deadline set forth therein or if the Lot Owner does not properly request a hearing in writing prior to the said deadline, then the Association (and its authorized agents and contractors) may enter the Lot and cure the violation at the expense of the Lot Owner. The Lot Owner shall be assessed all the costs of any corrective action. Documentation relative to the violation and corrective actions required shall be turned over to the SHA Attorney for collection action.

The effective date of this Resolution shall be April 1, 2019 and this Resolution supersedes all previous regulations on Lawn and Yard Maintenance.

STONEHURST HOMEOWNERS ASSOCIATION

POLICY RELATING TO

LAWN AND YARD MAINTENANCE

Resolution Type: Policy No. 2

Pertaining to: Lawn and Yard Maintenance

Duly adopted at a meeting of the Board of Directors held January 7, 2019

Motion by: Laura Fall Seconded by: Rui Koca

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<u>[Signature]</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: [Signature]
Secretary

1/7/19
Date