

BRANDERMILL COMMUNITY ASSOCIATION
PROPERTY INTERVENTION (SELF-HELP) POLICY

WHEREAS, the Brandermill Community Association, Inc. (“Association”) is an association subject to the Virginia Property Owners’ Association Act, Virginia Code Section 55-508, et seq. (“Act”);

WHEREAS, Section 55-513(A) of the Act and Article IV, Section 1(a) of the By-Laws of Brandermill Community Association, Inc. (“By-Laws”) grant the Association’s Board of Directors the power to make and amend Rules and Regulations;

WHEREAS, pursuant to Section 55-515(A) of the Act all lot owners which are subject to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Brandermill, as amended, recorded in the Clerk’s Office of the Circuit Court of Chesterfield County, Virginia (hereinafter, “Declaration of Rights”) and all those entitled to occupy a lot in the Brandermill community shall comply with the Association’s Declaration of Covenants, Rights, and Restrictions; and Rules and Regulations, as amended;

WHEREAS, in accordance with Section 55-513(B) of the Act, the Association, by duly adopted Rules and Regulations, has the authority to “assess charges against any member for any violation of the declaration or rules and regulations for which the member or his family members, tenants, guests, or other invitees are responsible”;

WHEREAS, pursuant to Section 55-513(B) of the Act, before such charges are imposed, “the member shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors or other tribunal specified in the documents.

WHEREAS, in accordance with Section 55-513(B) of the Act, “[t]he amount of any charges so assessed shall not be limited to the expense or damage to the association caused by the violation, but shall not exceed fifty dollars (\$50) for a single offense or ten dollars (\$10) per day for any offense of a continuing nature and shall be treated as an assessment against the member’s lot for the purposes of Section 55-516. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding ninety (90) days.”

WHEREAS, in addition to the Association’s authority to levy violation charges, the Association has authority to enter a Lot, upon notice to the Owner, to correct non-compliant conditions on the Lot, in accordance with Part VI, Section 2 of the Declaration of Covenants, Rights, and Restrictions, which provides the following:

In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or

subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure which is in violation of these restrictions to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

WHEREAS, the Association's Rules and Regulations establish specific requirements in the yards and the houses/buildings that would be deemed a violation or breach of any of the restrictions of record.

WHEREAS, the Board recognizes that certain property owners within Brandermill do not timely respond to Association efforts to compel such owners to bring their properties into compliance with Brandermill obligations. Some property owners refuse to remedy even the most extreme incidents of non-compliance, which create unsafe conditions on and near the property; which may create a nuisance; which non-compliance creates a serious threat to the values of property within the Association; and which threatens the rights of other members of the Association to the enjoyment of their properties.

WHEREAS, it is the Board's intent to adopt policies wherein certain material violations in the Declaration of Covenants, Rights, and Restrictions; Rules and Regulations; and the Architectural Design Standards may be corrected by the Association, pursuant to Part VI, Section 2 in an expeditious and cost-effective manner.

NOW, THEREFORE, BE IT RESOLVED THAT the following Policy is adopted:

1. Authority to Take Correction Action. In addition to the Association's authority to levy violation charges, pursuant to Section 55-513 of the Act and Rules and Regulations, the Board shall also have the authority, in its sole discretion on a case-by-case basis, to enter onto the Lot, upon fourteen (14) days written notice to the Lot Owner, to take corrective action as set forth more fully herein.
2. Board of Directors Review. Each occurrence of a violation shall be evaluated by the Board on a case-by-case basis, and the Board shall have the sole discretion as to whether or not to take corrective action, based upon, but not limited to, the following

criteria: The cost of corrective action(s) shall not exceed a total of \$1,500 for a single repair or an on-going action (such as lawn mowing, weeding, pruning, etc.). Subject to Paragraph 3 below, corrective action shall be limited to elements on the property as outlined below:

- Removal of fallen trees, stumps, and excessive deadfall.
- Removal of trash and litter.
- Removal or relocation of toys, bicycles, baby pools, wheelbarrows and other equipment.
- Removal of weeds and grass from shrub beds, driveways, and sidewalks,
- Repainting and/or replacement of mailboxes, posts and/or nameplates.
- Removal of dead trees, shrubs and flowers and the replacement of dead shrubs. Leaf removal and disposal.
- Mowing and weed eating of lawn. Reseeding of yard to eliminate barren areas. Pruning of shrubs.
- Replacement of mulch in shrub beds.
- Removal of piles of mulch, top soil, gravel, etc. Repair of areas of uncontrolled erosion.
- Fence repair.
- Removal of seasonal or holiday decorations (more than 30 days after the holiday).
- Repair to and replacement of only those exterior portions of the house or accessory buildings which have fallen into disrepair, create a safety issue, or the proper maintenance of which has been neglected for a substantial period of time, such as, by way of example: removal of mold or mildew and repainting, if required, and minor structural reinforcement or replacement (pickets, posts, roof tiles, gutters, etc.), the intent being that such repairs or replacement to be limited and remedial only.

3. Violations and Charges. At the time of the hearing on violations before the Board of Directors, in accordance with Section 55-513 of the Act and the Association's Rules and Regulations, the Board may determine, at its sole discretion, that imposition and levying of a violation charge of \$10 per day up to 90 days for a continuing violation or \$50 for a single occurrence, may be accompanied by the Association taking corrective action at the close of that 90-day period for a continuing violation or after the imposition of the \$50 charge for a single occurrence by entering upon the Owner's Lot to correct the violating condition(s) on the Lot and charging the cost of such work to the Lot Owner. The Lot Owner shall be notified of such action in accordance with Part I, Section 5 of the Declaration of Rights, Section 55-513 of the Act, and the Rules and Regulations of the Association. In the event that a continuing

violating condition is resolved prior to the end of the 90-day violation charge period, the daily violation charges shall cease.

4. Cost of Corrective Action. The cost of the corrective action taken by the Association in accordance with the provisions herein shall be treated as an assessment against the Lot and the personal obligation of the Lot Owner, payable within 30 days after written notice of the charges is mailed, via regular first-class mail, to the Lot Owner at the Lot Owner's address of record with the Association. If the Lot Owner fails to pay the assessment, the Association may treat the unpaid assessment as it would other unpaid assessments due and payable pursuant to the Association's governing documents and the Act, and the Association shall be entitled to its costs or collection, including court costs and reasonable attorneys' fees.

5. Expedited Review. The Board of Directors shall have the sole discretion on a case-by-case basis, whenever it deems necessary in the best interest of the Association, to bypass the violation charge and hearing process and/or the corrective action process and limitations set forth in Paragraph 2 above, and initiate whatever remedy it deems appropriate to resolve an existing violation.

Adopted by the BCA Board of Directors, June 4, 2012

Amended by the BCA Board of Directors, October 3, 2016