

CAROLYN FOREST HOMEOWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION NUMBER 1

Procedures for assessment billing and collection of delinquent accounts:

GIVEN THAT Article IV of the Declaration provides for the Association to establish and collect from the Unit Owners assessments to provide for the maintenance of Common Elements and payment of other common expenses; and

GIVEN THAT for the financial health of the Association as well as the protection of all Unit Owners' equity interest, the Board deems it necessary and desirable to establish orderly procedures for the collection of assessments;

NOW, THEREFORE, the Board of Directors resolves that the following assessment collection procedures are hereby adopted:

BILLING PROCEDURES

The Annual Assessment for each fiscal year shall be established by the adopted Operating Budget for the fiscal year. The Annual Assessment shall be payable in four (4) equal quarterly installments. Assessment installments shall be payable quarterly in advance, not later than the first day of each quarter to which they apply (January 1, April 1, July 1 and October 1).

All documents, correspondence and notices regarding assessments shall be mailed first class to the address appearing on the books of the Association, or as modified in writing by the Unit Owner.

Non-receipt of a bill shall in no way relieve the Unit Owner of the obligation to pay the assessments when due.

COLLECTION PROCEDURES

Assessment installments not received by the Association within thirty (30) days of the due date shall be deemed late, and a charge of Twenty Dollars (\$20) per month shall automatically be added to the account as a cost of collection charge. All delinquent assessment installments shall also bear interest at the rate of twelve percent (12%) per annum, or the maximum rate of interest allowed by law, whichever is less. The Association shall send a Reminder Notice, mailed first class, to all Unit Owners who have not paid within thirty (30) days of the due date.

If the installment(s) and any costs of collection and interest remain past due sixty (60) days after the due date, then the Association shall send a Late Notice by certified mail, return receipt requested, to those Unit Owners.

If the installment(s) and any costs of collection and interest remain past due ninety (90) days after the due date, then the

Association shall refer the account to the Association's attorney for collection and a Demand Letter shall be mailed to the Unit Owner by certified mail, return receipt requested. Upon receipt of the account by the Association's attorney, an additional cost of collection fee of Fifty Dollars (\$50) will be placed on the account.

If the installment(s) and any costs of collection, interest and attorney's fees are not paid by the Unit Owner within fifteen (15) days of the date of the Demand Letter, the Association shall authorize its attorney to file a lien for the full amount due, including but not limited to the costs of collection, the cost of the certified notices, the costs of filing and releasing the lien, and all attorney's fees.

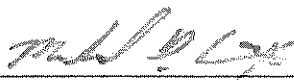
At the same time, the Association shall, through its attorney, take further steps to collect the sums due. These steps may include, but are not limited to, obtaining a judgement, garnishing salary or wages, attaching assets, and foreclosing the lien. All costs related to these actions shall be added to the amount due and must be paid by the Unit Owner.

From the time an assessment installment payment is late until all past due assessments, costs and charges have been paid in full, the right of the delinquent Unit Owner to exercise his or her voting rights, to serve on the Board or any Association committee, or to enjoy the use of the common elements of the Association, including the privilege of assigned parking spaces, shall be suspended.

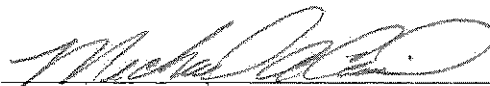
The Board of Directors may grant special exceptions to this policy in the event of temporary hardship for a Unit Owner. However, an Owner wishing such an exception must appear in person before the Board or submit a written request to the Board explaining the basis for such an exception. The Board is not obligated to approve such a request.

The Effective Date of this Resolution shall be April 1, 1995.

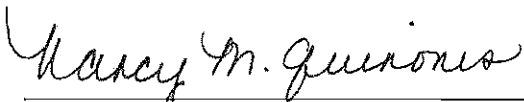
ADOPTED THIS 27th DAY OF FEBRUARY, 1995.



Director



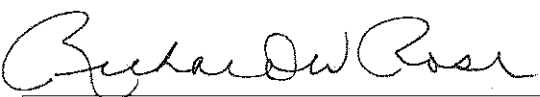
Director



Director



Director



Director

CAROLYN FOREST HOMEOWNERS ASSOCIATION, INC.

POLICY RESOLUTION 10-1

(Rules regarding Parking in the common area)

WHEREAS, Article II, Section 1 (c) and (f) of the Declaration of Carolyn Forest Homeowners Association provides the Board of Directors with the power to adopt and publish rules and regulations governing the use of the common area.

WHEREAS, Article II, Section 1 (f) of the Declaration of Carolyn Forest Homeowners Association provides the Board of Directors with the power to adopt and publish rules and regulations governing parking easements and use of the common area parking.

WHEREAS, the Board of Directors deems it to be in the best interest of the Association to adopt and publish a policy on parking that may be used from this point forward to ensure the harmony in the HOA.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors hereby adopts the following rules:

1. **DEFINITIONS** (all vehicles designated **RESTRICTED** may not be parked in the HOA common area parking lot).
 - a. HOA Common area parking: All numbered parking spaces assigned by the Board to individual dwellings, visitor's spaces, handicapped spaces, and all areas NOT maintained by VDOT.
 - b. All Terrain Vehicle: A 3 or 4 wheeled vehicle, similar to a motorcycle or dune buggy designed for off road use. **(RESTRICTED)**
 - c. Automobile: A 4 wheel vehicle designed for transporting passengers.
 - d. Boat: A water going vessel propelled by an engine, oars, paddles or sails. **(RESTRICTED)**
 - e. Bus: A large vehicle designed for transporting more than 12 passengers. **(RESTRICTED)**
 - f. Commercial Vehicle: **(RESTRICTED)**
 - i. any vehicle with a payload capacity in excess of three thousand three hundred pounds (3,300), that is over $\frac{3}{4}$ ton and any vehicle, regardless of capacity, or that displays logos. Vehicles that are being used for handyman type services or lawn care and have permanent storage of tools or ladders, or are fitted with ladder racks; or
 - ii. any vehicle in which the driver is ordinarily hired for transport, such as taxis, stretch limousines, or buses; or
 - iii. any unmarked vehicle with commercial paraphernalia attached, strapped, or affixed to the outside of the vehicle, or in the bed of a pickup truck, including, but not limited to ladders, or pipes; or
 - iv. any van designed for the transport of furniture, goods, equipment, animals, or scheduled transportation; or

- v. any vehicle with uncovered exterior logos, signs, letters, numbers, advertising, or irregular and distinct coloring which creates the appearance of a commercial vehicle; or
- vi. any unmarked vehicle, which because of its irregular height, length, shape or weight, is not a conventional passenger vehicle and is more suited for a commercial purpose; or
- vii. any marked or unmarked vehicle with any commercial equipment or supplies within the interior of the vehicle which is in obvious plain view from the outside of the vehicle, including, but not limited to, pesticide, paint buckets, ladders, propane tanks, cabling, uncovered or unsecured tools or other supplies.

EXCEPTION: Marked Police Cars. Marked Police cars, which are owned by or contain the logo of a Federal, State, or County government, shall not be considered a commercial vehicle under this definition.

- g. Recreational vehicles: Any motor home, self-contained camper, mobile home, all-terrain vehicle, dune buggy, boat, pop-up camper/tent trailer, and any other type of vehicle primarily designed for recreational use, as opposed to conventional passenger use. **(RESTRICTED)**
- h. Inoperative vehicles: Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle or any vehicle, which is partially or totally disassembled as a result of the removal of tires, wheels, engine, or other essential parts. **(RESTRICTED)**
- i. Dwelling (Townhouse): Attached single family residence.
- j. Fire Lane: An area within a road or street that is marked "No Parking" signs and/or has adjacent yellow curbs.
- k. High-Rider Vehicles: A car or truck that has been modified to raise the suspension system and that has oversized tires installed with the front bumper over 32 inches tall. **(RESTRICTED)**
- l. Limousine: A Luxury automobile that is specifically designed to be longer than a normal automobile or small bus that is designed for transporting paying passengers and driven by a chauffeur. **(RESTRICTED)**
- m. Mobile Home: A trailer that is designed without permanent foundations and may be used as a temporary or permanent dwelling. **(RESTRICTED)**
- n. Motorcycle: A 2 wheeled vehicle designed to carry passengers.
- o. Motor Home: An attachment to a vehicle designed to serve as a dwelling. **(RESTRICTED)**
- p. Parking space: Specific section of the parking area marked by white lines and intended solely for the use of one non-restricted vehicle.
- q. Passenger van: Vehicle designed to transport 11 or less non-paying passengers.
- r. Pick-up Truck: Vehicle with a bed area designed for carrying goods and has a gross vehicle weight of seventy five hundred (7,500) pounds or less. Flat bed areas may contain objects if they are non commercial usage and are neat stored. Transport of objects is limited to overnight storage and may not be junk items or renovation waste.
- s. Pool Van: A bus type vehicle designed for carrying paying passengers. **(RESTRICTED)**

- t. Private Road/ Street: A thoroughfare that is not maintained by the city, county or state.
 - u. Resident: A person who resides in a dwelling within the association and either owns or leases the said dwelling.
 - v. Taxicab: A vehicle designed and used for carrying paying passengers with identifying text or logos that indicate it is for this purpose. **(RESTRICTED)**
 - w. Trailer: A vehicle that is designed to transport boats, horses, livestock, or any other cargo or freight on its own structure to be drawn by an auto or truck. **(RESTRICTED)**
 - x. Truck: A motor vehicle that is designed to transport cargo or perform other commercial tasks. A vehicle having a gross vehicle weight in excess of seventy five hundred pounds (7,500). E.g., a garbage truck, tractor and or tractor-trailer, high-cube van, flatbed truck, stake-body truck, delivery van, "U-haul" van. (Moving vans may be parked, but must be actively utilized for moving the entire time it is in the HOA.) **(RESTRICTED)**
 - y. Wrecker: A vehicle with hoisting devices and other equipment to tow vehicles. **(RESTRICTED)**
2. **MAINTENANCE**. No portion of the property may be used for the repair or extraordinary maintenance of any vehicle and the townhome owner is responsible for any and all damage to the common areas of the Association that results from the owner or resident's vehicle(s), including, but not limited to, damage from fluids leaking on the asphalt and concrete as well as damage from the kickstand of a motorcycle.
3. **PARKING OFF PAVEMENT**. No vehicle may be parked or maintained in the yards or on the sidewalks of any lot or anywhere else on the common area of the Association other than paved areas designated for such vehicles.
4. **LICENSES AND OTHER REQUIRED REGISTRATION, SAFETY INSPECTION PERMITS AND DECALS**, must comply with all applicable State laws and County ordinances, and vehicles must be maintained in proper operating condition so as not to be a hazard or nuisance due to noise, exhaust emissions or fluid leakage, or flat tires.
5. **INFRACTIONS SUBJECT TO IMMEDIATE TOWING**: Any vehicle -
- i. parked within fifteen (15) feet of a fire hydrant or in a designated fire lane,
 - ii. occupying more than one (1) visitor parking space,
 - iii. parked perpendicular to the marked parking space or on a grassy area or sidewalk,
 - iv. impeding access to sidewalk ramps, or mailboxes,
 - v. parked without permission in a space reserved for another townhouse,
 - vi. constituting a safety hazard, or impeding traffic flow,
 - vii. that is parked in a non-numbered space without a valid permit,
 - viii. that is double parked,
 - ix. whose security system has been triggered and allowed to continue unattended for at least fifteen (15) minutes.
 - x. Leaking any fluid from any part of the vehicle that is perceived to have the possibility of doing damage to the road surface.

**xi. ANY VEHICLE PARKED IN A VISITORS SPACE WITHOUT A
HANGTAG.**

6. SPEED LIMIT. All motor vehicles must not exceed the speed limit of 15 miles per hour while operating in the community.
7. LIABILITY TO REPAIR. Owners of vehicles will be held liable for all costs to repair damages to common areas caused by negligence, repair operations on the vehicle or the storage of any combustible, dangerous, or other hazardous material on any common area or elsewhere within the boundaries of the Association.
8. ASSIGNED SPACES (THE HOA OWNS AND MAINTAINS ALL SPACES) Owners will be assigned 2 parking spaces for exclusive use of their unit. Assignment of said spaces does not imply ownership, only exclusive use as long as the owners remain in good standing with the association with all dues paid in full. If assessments are more than 30 days overdue, the association will send a letter advising that the owner must pay the outstanding debt within 30 days. When dues are 60 days overdue or more, owners will lose their parking privileges and be placed on a tow list where any vehicles of the homeowner parked in the assigned spaces will be towed without notice. It will be the owner's responsibility to contact management, ensure the payment has cleared AND THEN contact community manager to ensure privileges are reinstated. UNTIL THAT TIME, PARKING IS STILL SUSPENDED AND YOU MAY BE TOWED.
9. YOU MAY DEFEND YOUR ASSIGNED SPACE. If a vehicle parks in a unit's numbered spaces without the unit owner's permission, the owner has the right to have the vehicle towed without notice.
10. VISITORS AND GUEST PARKING. Residents are not permitted, at any time to park their vehicle in a visitor's parking spot. Visitor and guest vehicles may be parked in non-numbered spaces for a maximum of 48 hours without moving. Vehicles must move out of the HOA for a minimum of 24 hours before time allowance begins again. If a resident has a visitor that will stay for a period of two weeks or more, the resident may apply for a temporary long-term visitor pass. ALL VISITOR AND GUEST VEHICLES PARKED IN A VISITOR PARKING SPACE MUST DISPLAY A CAROLYN FOREST HANGTAG to park in visitor's parking. If it is determined by a Board member that an owner or their guest is monopolizing a visitor's space by continued use to the exclusion of their neighbor's ability to use the spaces, the vehicle will have a warning sticker placed upon it and after 48 hours will be reported to the towing contractor and may be towed at the owner's expense without warning from any visitor's space for a period of one year.
11. PARKING HANGTAGS. All visitor and guest vehicles parked in non-numbered spaces must display a hangtag distributed by the association. Residents must apply for the hangtag by completing the form attached to this document (or by calling customer service for a form). The tag will be mailed to the owner's designated mailing address. One tag will be issued per unit. Replacement of hangtags will be made at a cost of \$100. We suggest that all renters sign for these hangtags.
12. If any owner or their guest is found to be using a hangtag reported lost or stolen, uses parking hangtags when their parking privileges have been suspended, or loans a hangtag to another party within the HOA, they may lose all right to parking in non-numbered spaces for 1 year.

13. Owners may apply for temporary extra parking passes for visitors, gatherings or events. They must contact management at least 2 weeks prior to be guaranteed issuance. Management will make a good faith effort to issue passes when needed in a shorter period of time.

The Association, Board, and management agent bear no responsibility for the safety or security of any parking areas or streets within the Association's boundaries. In the event any owner or his family members, tenants, guests or other invitees violate any of the rules or regulations adopted herein and such person's vehicle is towed, that person will be responsible for the cost thereof, and in the event the Association incurs any expense associated with the violation or the towing, said charges will be treated as an assessment against the homeowner's lot.

Carolyn Forest Home Owner's Association

RESOLUTION ACTION RECORD

Resolution Type: Regulatory Number 10-1

Pertaining to: Parking Regulations

Duly adopted by an email vote of the Board of Directors held 4/10/2010, 2010.

Motion by: [Signature] Seconded by: [Signature]

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

ATTEST:

Secretary _____ Date: _____

Resolution effective: JULY 1, 2010.

ATTEST:

Secretary _____ Date: _____

Resolution effective: _____, 2010.

The effective date of this Resolution shall be JULY 1, 2010.

CAROLYN FOREST HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
President

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of the Carolyn Forest Homeowners Association, Inc. on this 3rd day of May, 2000.

Lynn Roberts, Property Manager