

**WEXFORD CONSERVANCY
POLICY RESOLUTION 2018-01
(INSPECTION and ENFORCEMENT PROCESSES)**

WHEREAS Wexford's Articles of Incorporation, Article IV, Section 4.1 say, "*The Conservancy does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are:*

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Conservancy as set forth in the Wexford Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", and all Supplementary Declarations applicable to all or any part of the Wexford Conservancy and recorded in the Office of the Clerk, Prince William County, Virginia, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length. Unless the context requires otherwise, the term Declaration shall include all Supplementary Declarations.

(b) To provide for maintenance, preservation, and architectural control of the Lots and Common Area within that certain tract of property described as Wexford and any and all properties which may be annexed thereto in accordance with the provisions of the Declaration." AND;

WHEREAS Wexford's Articles of Incorporation, Article IV, Section 4.2 (h) say, "*To perform such acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, to enforce or effectuate any of the provisions of the Declaration, these Articles, and the Bylaws." AND;*

WHEREAS Wexford's Declaration of Covenants, Conditions and Restrictions Article III, Section 3 say, "... (c) Powers and Duties. Without limiting the generality thereof the Board shall have the power and obligation to perform the following duties:

(2) Rule Making. To establish rules and regulations for the use of property as provided in Articles IV and VI and to review, modify, and approve Architectural standards adopted by the Architectural Review Board; and

(3) Assessments. To fix, levy, and collect assessments as provided in Article V; and

(7) Enforcement of Governing Documents. To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, to enforce or effectuate any of the provisions of the Governing Documents, subject to any appeal which may be filed and is pending." AND;

WHEREAS Wexford's Declaration of Covenants, Conditions and Restrictions Article III, Section 4 say, "*(b) Powers and Duties. The Architectural Review Board shall regulate the external design, appearance, and location of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Board shall:*

(2) In accordance with the Bylaws and Book of Resolutions, monitor Lots for compliance with Architectural standards and approved plans for alteration; and

(3) Adopt Architectural standards subject to the confirmation of the Board of Trustees; and

(4) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions.” AND;

WHEREAS Wexford’s Declaration of Covenants, Conditions and Restrictions Article III, Section 5 say, *“(b) Periodically inspect the Properties for compliance with architectural standards and approved plans for alteration; and*

(d) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions.” AND;

WHEREAS Wexford’s Declaration of Covenants, Conditions and Restrictions Article V, Section 5, Special Assessments say: *“(b) Restoration Assessment. The Conservancy may levy a Restoration Assessment upon any Lot whose Owner fails to maintain such Lot, as provided in Article VI, Section 2, or who fails to provide such maintenance funds as may be required by the, Supplementary Declaration for such Lot. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and the cost of collection itself.” AND;*

WHEREAS Wexford’s Declaration of Covenants, Conditions and Restrictions Article VI, Section 1, Protective Covenants say: *“(a) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or be detrimental to the wellbeing of Members. (c) Conditions for Architectural Control. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work, which in any way alters the exterior of any Lot or Common Area of the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this Declaration, shall be made or done without the prior approval of the Architectural Review Board. No building, residence, or other structure, fence, wall, or landscaping in lieu thereof, shall be commenced, erected, maintained, improved, altered, made, or done on such property without the prior written approval of the Architectural Review Board.” AND;*

WHEREAS Wexford’s Declaration of Covenants, Conditions and Restrictions Article VI, Section 2, Maintenance of Property say, *“(a) Owner Obligation. To the extent that exterior maintenance is not provided for in a Supplementary Declaration, each owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is consistent with good property management. (b) Failure to Maintain. In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon as provided herein, the Conservancy, after Notice to the Owner and approval by two thirds (2/3) vote of the Board of Trustees, shall have the right to enter upon said Lot to correct drainage and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Conservancy and remedies provided for herein for non-payment.” AND;*

WHEREAS Wexford’s Declaration of Covenants, Conditions and Restrictions Article VI, Section 3, Resale of Lots say, *“(a) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration as well as any applicable Supplementary Declaration. (b) Notification. Further, the Contract Seller of a Lot shall notify the Board of Trustees of the Contract Purchaser and the scheduled date and place conveyance*

will be accomplished. (c) Estoppel Certificate. The Board thereupon shall prepare an Estoppel Certificate which shall set forth any assessments and charges due upon such Lot at time of conveyance and certify as to whether or not there are violations of the Governing Documents remaining on the Lot as of the date of preparation of such Certificate. This Certificate shall be delivered to the place of closing, and outstanding assessments, if any, and a reasonable charge to cover the cost of providing such Certificate shall be deducted from the Seller's account at the closing and transmitted directly to the Conservancy." AND;

WHEREAS Wexford's Declaration of Covenants, Conditions and Restrictions Article VII, Section 3 say, *"The Members' easement of enjoyment created hereby shall be subject to the following:*

(b) The rights of the Conservancy to suspend the right of a Member to use the recreational facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice until such default has been remedied; the right of the Conservancy to suspend the right of a Member to use the recreational facilities for a period not to exceed sixty (60) days for any other infraction of the Governing Documents." , AND;

WHEREAS Wexford's Declaration of Covenants, Conditions and Restrictions Article VII, Section 4, Easement to Inspect say, *"There is hereby created an easement in favor of the Conservancy for ingress and egress on any Lot, (a) to inspect such property for alleged violations of the Governing Documents , based on formal, written complaints, and/or compliance with Architectural standards and/or approved plans for alterations and improvements, and (b) performing such maintenance as is required by the Supplementary Declaration on such Lots, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least' three days in advance thereof and such inspection is performed during reasonable hours." , AND;*

WHEREAS Wexford's Declaration of Covenants, Conditions and Restrictions Article IX, Section 3 say, *" ... any Member or First Mortgagee, as their interest may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter." , AND;*

WHEREAS Wexford's Declaration of Covenants, Conditions and Restrictions Article IX, Section 9 says, *"Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof."*

THEREFORE the Wexford Board of Trustees is defining an Inspection and Enforcement process to ensure that homeowners understand when the Board of Trustees, Management Company, Standing or Ad hoc Committees, any Volunteers or Contractors may inspect any private or common property that is

subject to the Governing Documents of the Wexford Conservancy and who and when may enforce of any of the Governing Documents. This policy becomes effective September 21, 2018.

1. Definitions

- A. Annual - Occurring or happening every year or once a year
- B. Architectural Control - The overall process of inspecting and maintaining property and structures that are subject to the Declaration to a desired standard and the approval or denial of modification requests to ensure compliance and conformity with accepted standards.
- C. Assessment - An amount that a person is officially required to pay. Assessments may be the Annual Assessment which is what the community needs to operate, pay bills and maintain common property. Assessments may also be an amount that the Board of Trustees charges a member of the Association for one or more violations of the Governing Documents. They can be Fifty-Dollars (\$50) for any single infraction or Ten-Dollars (\$10) per day for up to Ninety-days for a violation that persists.
- D. Association - The Association is the collective and is made up of all home owners and represented by the Board of Trustees.
- E. Bylaws - Bylaws contain provisions concerning actual association operations, such as meetings, procedures for electing the board members and officers, and general duties of the board.
- F. Declaration or Covenants, Conditions and Restrictions - The Declaration (or Master Deed) contains the Covenant, Conditions and Restrictions (CC&Rs) that regulate resident behavior. They bind all the owners to the association, establish association responsibilities, and define owners' rights and obligations.
- G. Estoppel Certificate - Now known as a Resale Disclosure Packet.
- H. Governing Documents - All documents including but not limited to the Articles of Incorporation, Declarations, Bylaws, Architectural Guidelines and all duly passed Resolutions.
- I. Good property management - Each lot and any improvements thereon shall be kept in good order and repair, including, but not limited to, seeding, watering, fertilizing, trimming and mowing all lawns, pruning and cutting of trees and shrubbery, and painting, staining, replacement or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.
- J. Improvement - Improvement to real property means "a permanent addition to or betterment of real property that enhances its capital value and that involves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs."
- K. Maintenance - (a) the act of maintaining (b) the upkeep of property or equipment.
- L. Owner - The person or persons listed on the mortgage and deed is/are the owner(s). Legally the Association can only deal with the "owner(s)" and cannot discuss anything with someone who is not. There are instances where only one person will appear on the mortgage or deed and the

person not listed wishes to speak with the Association. In order for someone not on the mortgage or deed to speak with the Association the "Owner" must obtain a Power of Attorney giving the person the and the Association authority to exchange information on behalf of the owner to include financial issues.

- M. Periodic - (a) occurring or recurring at regular intervals (b) occurring repeatedly from time to time (c) sometimes, but not regularly.
- N. Preservation - The act or process of applying measures necessary to sustain the existing form, integrity, and materials of a property.
- O. Resale Disclosure Packet - The resale packet is requested by the seller through their real estate agent and is prepared by an association or management company. It provides details about the home and community to help a prospective purchaser of a home in a community/home owners association make a well-informed decision prior to the purchase and must be provided to the prospective buyer at least 72 hours prior to settlement.
- P. Resolution - A formal expression of opinion, will, or intent voted by an official body or assembled group. As resolutions apply to Wexford, these set forth and define procedures, processes, rules and requirements that all owners, residents and tenants must abide by.

2. Who may conduct inspections and cause the any and all of the Governing Documents to be enforced?

Answer. Generally, inspections will be conducted by a member of the Architectural Review Board, a member of the Board of Trustees, a Property Management Agent, a contractor, a member of a Standing or Ad hoc Committee or a Volunteer working with any of the aforementioned entities. This does not preclude any Member or First Mortgagee from exercising their right under Wexford's Declaration of Covenants, Conditions and Restrictions to make note of and report any violations existing regarding one or more home owners, residents or their guests.

3. **Inspections.** Inspections are the tool used to monitor and ensure compliance with any and all aspects of architectural control, maintenance of property consistent with good property management and all improvements upon all lots and common areas. Inspections are also to ensure that any and all modifications or improvements were properly requested and approved and that the materials used and workmanship meet high standards. Inspections may be all encompassing as done for annual inspections or resale inspections where entry into an enclosed yard may need to be scheduled with the homeowner or they may be periodic inspections for compliance with any one or combination of requirements set forth in any of the Governing Documents. Many of these inspections do not require entry into an enclosed portion of the property therefor no appointment may be necessary.

A. **Annual Inspections.** The Board of trustees through the Architectural Review Board will cause an Annual Inspection to be conducted of all properties and common areas that fall under architectural control. This inspection may be conducted at the same time of each year or at any time within the year. It is preferred that the inspection be conducted between April and May each year in order for owners to correct any deficiencies noted before summer. Annual inspections are meant to be a comprehensive inspection of all aspects of the property to ensure compliance with

all architectural controls and to ensure that the owner is performing required maintenance to the property and on all improvements and is consistent with good property management.

- B. **Resale Inspections.** Resale inspections are required when a property in Wexford is being sold. The seller is responsible for ensuring that the Resale Disclosure Package is ordered whether they actually do it or their Agent does. The placing of the order for a resale inspection shall automatically authorize the person doing the inspection to gain access to the rear yard of the property to inspect. If there is no latch or ability to open any gate to access the rear yard from the outside the owner or agent must ensure that the person conducting the inspection is able to access the rear yard. These inspections are comprehensive and will note the condition of the property, any maintenance issues and deficiencies regarding minimum standards set by the builder, list whether any modifications or improvements were made to the property without prior submission and approval of an Architectural Request and what must be done to bring the property into compliance prior to settlement. All items listed in the resale disclosure package must be corrected to bring the property into compliance prior to settlement however if the sale proceeds and the new owner(s) accept the home in its current state he, she or they must perform all actions required to bring the property into compliance within Thirty (30) days of closing or request an extension and provide a schedule listing when each item listed will be corrected.
 - C. **Spot Inspections.** These inspections may be held at regular or periodic intervals and may be for any one or any combination of requirements under the Governing Documents. These inspections will generally cover multiple properties on one or more streets in Wexford. They may be for but not limited to compliance with parking rules, mowing/trimming or edging of grass, trees or shrubbery, proper storage of trash on or prior to days when trash is picked up or anything that a homeowner is obligated to do as defined in the Governing Documents.
4. **Enforcement.** The Wexford Board of Trustees is obligated under the Declaration to enforce all aspects of the Governing Documents. The Board of Trustees, Management company, contractor and any Standing or ad hoc Committees that report to the Board of Trustees will do their best to enforce any and all requirements set forth in the Governing Documents and do so as equally and fairly as possible. There is no possible way that Board members can find every possible violation at any given time and document each and every one so that no owner is left out. Just as law enforcement cannot stop and ticket every driver that is speeding on a highway is not considered unlawful and unfair, the Associations ability to cite all violations at once is not and cannot be interpreted as “targeting”. Home owners, residents, tenants and their guests must realize that it is their obligation and responsibility to follow and willingly comply with all requirements set forth in the Governing Documents to include duly passed resolutions. They must also realize that failure to comply with the Governing Documents and to meet their obligations can and will result in them being cited with a violation and are subject to any actions necessary to bring the home owner, resident, tenant or guest into compliance.
- A. **Owner Obligation.** The owner(s) of any property or designee by Power of Attorney or contract is who the Association must work or have contact with for legal reasons. All owners are obligated to do the following and ensure that everyone residing at or visiting their home in any capacity does as well.

Wexford Policy Resolution 2018-01, Inspection and Enforcement Processes

- 1) Voluntarily comply with the Governing Documents. This means that all owners shall read and become familiar with all of the Governing Documents in order to know what living in a community governed by an HOA entails. If there is or are any question(s) property owners need to ask for clarification in order to understand all conditions and restrictions.
- 2) Pay Annual Assessments in full and on time
- 3) Maintain their property to the minimum standards set forth by the builder and as modified by the Architectural Review Board in order to preserve and maintain property values. This includes but is not limited to:
 - a) Repair, clean or replace the roof if shingles are curling, missing tabs or is stained by algae
 - b) Repair, clean, paint or replace any vents or pipes that penetrate or are on the roof
 - c) Repair, clean or replace gutters and downspouts
 - d) Repair, clean or replace windows and screens if they are dirty or broken
 - e) Repair, clean, paint or replace siding
 - f) Repair, clean, paint or replace shutters
 - g) Repair, clean, paint or replace doors and door trim
 - h) Repair, clean, paint or replace storm doors if installed. If removed all parts of the storm door and frame must be removed and all screw holes must be repaired and trim repainted
 - i) Repair, clean, paint or replace garage doors and trim
 - j) Repair, clean, paint or replace concrete stoops, porches stairs railings and sidewalks
 - k) Repair, clean, or replace all light fixtures, post lamps and light bulbs
 - l) Maintain bushes trees and shrubs required by watering, fertilizing trimming and replacing as necessary
 - m) Maintain flower beds and beds under and around shrubbery and bushes by keeping them mulched and sharply defined. If brick or blocks are used as an edging they must look like they were professionally installed and not just laid on the ground and must remain upright and not falling over
 - n) Maintain grass in front and rear yards by regularly mowing, trimming, watering, fertilizing, seeding and over seeding and using weed control products. For those concerned about the environment there are a number of earth friendly products that can be used
 - o) Pick up any and all trash and dog feces that may be on any part of their property on a daily basis and not allow it to accumulate
 - p) Repair, clean, stain, waterproof or replace any wood on decks or fences to keep them in good repair
 - q) Repair, clean or replace any patio or materials used

- r) Repair, clean or replace anything visible in any windows such as blinds and curtains. Broken and crooked blinds or sheets hanging in windows or anything that a normal person would consider unsightly cannot be left in public view as it has a negative effect on curb appeal and therefore will generally lower property values.
- s) Park only in their assigned and authorized spaces and not park in any Visitor space
- t) Observe the 15 MPH speed limit that is in effect throughout the community
- u) Prior to making any change to, the installation or building of, the removal of, painting of or a change in color of anything owners are required to submit a properly written and complete Architectural Request and receive written approval prior to doing any work.

If a neighbor is not adding value to the community and doing their part to keep their property well maintained, other owners need to bring it to the attention of the Board of Trustees and the Property Management company. A poorly maintained home will reduce values of nearby homes significantly.

- B. **Effect of Non-Compliance.** In the event that an owner fails to meet their obligations intentionally or unintentionally the Association through the Board of Trustees is obligated to take whatever measures are reasonable and necessary to bring the owner, owner's account and/or property into compliance in order to preserve the association and architectural standards.

The Association is required by statute to provide the owner, resident, tenant, etc., a reasonable period of time to correct a violation. This is true for all situations except for most trash violations. If the violation is for improperly stored or uncontained trash on trash day and the trash truck removes the trash, the owner did not cure or correct the problem, the trash hauler cured the problem when the trash was removed and placed into the truck.

The period in which the violation is to be cured begins upon receipt of a hang tag or letter and ends at the time indicated. If the owner receives a letter to come to a hearing then the owner will have received an additional two weeks minimum to cure the problem prior to attending their hearing. In many cases waiting until or after the hearing to cure a violation instead of curing it within the three or more weeks prior can only work against the owner unless they can show some compelling evidence as to why they were unable to affect corrective action.

If it is determined that a home owner and/or their property is not in compliance with any of the Governing Documents and/or their intent, the Board of Trustees may take any of the following types of measures or others within the authority of the Association. These measures that may be taken and time frame in which the violations should be corrected or "cured" are in based on what a normal person knows or should know that they should be doing. For example, (a) if a person receives a notice that they need to mow their front and/or rear yard this is something no one should have to tell them and that they should know grass needs to be mowed and trimmed on a regular basis and is easily corrected within a day or two and will therefore have a shorter time in which the violation needs to be cured.; (b) If a person is a home owner, resident or tenant and is parked in a Visitor space then they should already be familiar with the parking

rules as well as the label on the parking space being "VISITOR" says all that needs to be said as to who may park there therefor the vehicle may be towed without notice.; (c) If a home owner has failed to maintain an exterior portion of their home and it has water damage, peeling paint, rotting wood, etc. the home owner will be given some period of time to respond and asked either make the repairs necessary within a prescribed time frame or to provide a reasonable estimate on how long it will take to repair the item(s) cited and the Board of Trustees may take the estimate into consideration.

The Association through the Board of Trustees has several options to enforce any one or combination of violations of the Governing Documents. The least is a simple request made to the home owner to comply and the most severe is foreclosing on the owner's property and selling it to recover any money owed and/or expended by the Association to bring the property into compliance. The goal of the Association is to have everything in compliance with no action needing to be taken however the Board of Trustees realizes that it may need to employ any and all options available to them if needed.

C. Methods of Notice

- 1) Hang Tag. Hang tags may be used for minor violations and first-time infractions such as but not limited to;
 - a) Mowing or trimming of grass if six or more inches in height
 - b) Leaving bags of mulch, dirt, yard tools, toys, bicycles, etc. out in public view and not putting them away at the end of the day
 - c) Failing to pick up trash that has been dropped or blown into areas of their yard or in their assigned parking spaces or has fallen out of their vehicle(s)
 - d) Letting an owner know that their post lamp or porch light is burned out and needs to be fixed
- 2) Warning Sticker (Parking). For violations of Parking Rules, a Warning sticker may be placed on a vehicle's window to warn the owner/driver of the vehicle that they are or may be in violation of one or more of the parking rules listed in the Resolution regarding Parking Rules and Regulations. Since all vehicles throughout the community not parked in assigned parking are to move daily, a sticker should be seen within 24 hours and complied with. Use of a Warning sticker is a courtesy and not required as stated in the Parking Rules and Regulations. All vehicles known to be in violation may be towed without notice at the owner's expense.

Any of the following letters and enforcement actions may also be used if the owner/driver continues to commit violations of the parking rules.

- 3) First Class Letter by Mail. For same types of issues as listed above

For examples of Notice in 1 and 2 of the preceding sections the owner will be provided between one and three days in which to take the necessary corrective action. If the owner is unable to correct the violation within the prescribed time, they must contact the Management Company or Association and provide a reason for the delay and commit to a

date that the violation will be corrected. Failure to do any of the aforementioned will result in a notice of hearing being sent by Registered Mail with a date, time and location that the owner must make arrangements to attend. If the owner fails to pick up registered mail within five days, under the law it is considered to be delivered. If this results in a failure to attend see Section (C) 5).

- 4) Notice of Hearing. A notice of hearing will be sent for violations which the owner has been cited for on a prior occasion or if the violation is severe enough to border into negligence and should have without question been addressed and corrected long before the deficiency reached the point that has. Owners must receive the notice a minimum of 14 days prior to a scheduled hearing and by law must be provided with a reasonable amount of time to correct or cure the violation(s) listed in the letter. Receipt of the notice begins the time in which the owner is to begin correcting or curing the violation and provides the owner with a minimum of two weeks in which to do so.

A notice of hearing is sent by Registered Mail with a date, time and location that the owner must make arrangements to attend. If the owner fails to pick up registered mail within five days, under the law it is considered to be delivered. If this results in a failure to attend see Section (C) 5).

- 5) Failure to attend a hearing. If an owner fails to respond to the letter and does not attend the scheduled hearing the owner's violation(s) will be discussed in his or her absentia and the Board of Trustees will make their decision on what course of action will be taken. This could result in a \$50 assessment being applied against the owner's account for each violation listed if they are single occurrence in nature or \$10 per day for each violation that is of a continuing nature for up to 90 days. In either case there may be multiple violations of the same type or a mix and each can be assessed accordingly.
- 6) At any time beyond what is deemed to be a reasonable time by the Board of Trustees that the owner has been provided in order to cure the violation(s) the Association may contract to have the necessary actions taken to cure the violations and charge the cost to the owner's account as a Restoration Assessment to include the cost of collection if not paid.