

STONE RIDGE ASSOCIATION, INC.

Community Code No. 5

Procedures and Standards Relating to Lawn and Yard Maintenance

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stone Ridge Association, Inc. (the "Declaration"), the Articles of Amendment and Restatement of Articles of Incorporation for Stone Ridge Association, Inc. (the "Articles"), the Amended and Restated Bylaws for Stone Ridge Association, Inc. (the "Bylaws"), as amended, and Community Codes, collectively known as the Governing Documents, provide that the Lots are subject to the Governing Documents of Stone Ridge Association, Inc. (the "Association"); and

WHEREAS, Article IV, Section 4.1 of the Bylaws of the Association states that the business and affairs of the Association shall be managed by the Board of Directors appointed by the Declarant or elected in accordance with the Articles of Incorporation and the Bylaws; and

WHEREAS, Article IV, Section 4.1 (4) and Article IV, Section 4.1 (6) of the Bylaws permit the Board to adopt and amend any Community Codes not inconsistent with the Governing Documents, and to enforce the provisions of the Governing Documents; and

WHEREAS, Article VIII, Section 8.1 of the Declaration establishes the authority of the Covenants Committee; and

WHEREAS, Section 55-515 of the Virginia Property Owners' Association Act, Code of Virginia (1950, as amended) ("POAA") and provisions of the Declaration and Bylaws require that all Lot Owners (hereinafter "Members") and their tenants, guests and invitees comply with the Governing Documents and all provisions of the POAA; and

WHEREAS, Article VIII of the Declaration permits the Board of Directors and Covenants Committee to regulate the external appearance, use and maintenance of Lots in the Association; and

WHEREAS, Article XII, Section 12.1 of the Declaration requires Members to keep their Lots in good order and repair and free of debris, and further provides that in the event a Member fails to so maintain his/her Lot, the Association shall have the right to enter the Lot to maintain and restore same at the expense of the defaulting Member, and shall not thereby be deemed guilty of trespassing; and

WHEREAS, Article VIII, Section 8.1 and Article XVI, Section 16.2 of the Declaration, and Section 55-513 of the POAA provide the Association, through its Board and Covenants Committee, (i) the authority to take certain actions for violations of the Governing Documents, including the authority to enter onto a Member's Lot for the purpose of abating and removing violations, and (ii) the power to assess monetary charges and to suspend a Member's rights to use facilities or services, as well as that Member's household members, tenants, invitees, guests, or licensees, as applicable; and

WHEREAS, for the benefit and protection of all Members, the Board deems it desirable to formally adopt a Community Code to set forth enforcement procedures for the requirements of Article XII, Section 12.1 of the Declaration and other provisions of the Governing Documents that require Members' Lots to be properly and sufficiently maintained;

THEREFORE, it is hereby RESOLVED THAT Policy Resolution No. 2007-3 (Procedures and Standards Relating to Yard and Lawn Maintenance) is repealed in its entirety, and that the following lawn maintenance procedures, collectively entitled Community Code No. 5, Procedures and Standards Relating to Lawn and Yard Maintenance, are hereby adopted:

I. **Standards for Lawns and Yards**

A. **Lawn & Grass.**

Members and residents shall ensure that any grass lawns on their Lots, including in the back of the residence, are regularly mowed so as to keep a neat appearance of the lawn and Lot. Grass height shall not exceed 6 inches. Driveways and sidewalks shall be swept clear of grass clippings. Members and residents are responsible for maintaining the health and good appearance of lawns on their Lots, which may include seeding, watering, weed removal and edging and other tasks, as required to properly maintain lawns.

B. **Weeding & Pruning.**

Members and residents shall keep their properties free of weeds, leaves and overgrown or unsightly shrubbery or other plant growth. Members and residents shall undertake any weeding and mulching of planted beds, removal of leaves from lawns and planted beds, and pruning and shaping of shrubbery and trees which is necessary so as to keep a proper, neat and clean appearance of the Lot. Pruning of trees includes the removal of suckers and below lateral growth from ornamental trees; however, no trees with a diameter of more than four inches measuring two feet or more above ground level shall be removed without the express written authorization of the Covenants Committee or Board of Directors. Members and residents shall remove any and all dead plants and shrubs from their Lots.

C. **Trash & Refuse.**

Members and residents shall maintain their Lots to be free from all litter, trash, debris and like items. It is the responsibility of the Member and/or resident to implement proper and appropriate trash collection measures for any item sought to be discarded, such as used appliances and other items which require special pick-up or removal, and to ensure that such item is promptly collected by the appropriate trash collection service.

D. **Neat Appearance.**

No unsightly conditions shall be permitted to be maintained upon the Lot. Determinations as to whether the condition of a Lot is sufficiently neat and orderly shall remain within the sole discretion of the Covenants Committee, Board of Directors and/or Association Personnel.

II. **Enforcement.**

A. Notices of Violation.

1. First Notice. The Board or Covenants Committee or the Managing Agent or Association Personnel (together, "Manager") shall issue a First Notice of Violation to the relevant Member via first class mail or hand delivery at the Member's address as listed in the Association's records, and to the property address within the Association, if the Member's listed address is different from the property address within the Association. The First Notice of Violation shall describe the condition creating the violation and shall state that if the Member fails to correct the violation within seven (7) days, the Association may undertake the necessary steps to correct the condition at the expense of the Member, and the Member shall be assessed the costs of performing the corrective work (i.e., mowing of the lawn, removal of weeds or offending shrubbery, etc.). The First Notice of Violation may further state that the Member may be assessed additional charges as may be allowed by law (including violation charges authorized by the POAA, which are currently \$50 per non-recurring violation or \$10 per day for up to ninety (90) days for violations of a continuing nature). If such charges are sought, the relevant Member will be given an opportunity to be heard prior to the imposition of these charges.

2. Final Notice on Door. If the Association plans to undertake corrective action on the Lot, a Final Notice describing the action to be taken shall be placed on the front door of the Lot at least one (1) day prior to the day corrective action is scheduled to be taken.

B. Corrective Action.

If the Member does not cure the violation as requested in the First Warning Notice by the deadline set forth therein, the Association (or its authorized agents or contractors) may enter the Lot and cure the violation at the expense of the Member. The Member shall be assessed all the costs of any corrective action and may be assessed additional charges in the amounts permitted under the POAA, as amended.

C. Photographs.

Prior to the Association correcting the condition, the Manager, or other authorized person, may take pictures of the violating condition for the Member's file.

D. Other Actions.

This Community Code shall not be construed to prevent the Association from immediately abating violations on Lots when the condition on the Lot constitutes an emergency and/or requires immediate action, as contemplated in Article XII, Section 12.1 of the Declaration or as otherwise required or justified by law and/or the Governing Documents. An emergency shall include, but is not limited to, any condition on a Lot which threatens the health or safety of any person, any Lot or the Common Area.

The effective date of this Community Code shall be June 5, 2009.

STONE RIDGE ASSOCIATION, INC.



Denise Harrover, President

**STONE RIDGE ASSOCIATION, INC.
Community Code Action Record**

**Community Code No. 5
PROCEDURES AND STANDARDS RELATING TO LAWN AND
YARD MAINTENANCE**

Resolution Type: Community Code Pertaining to: Lawn and Yard Maintenance

Duly adopted at a meeting of the Board of Directors held May 19, 2009

Motion by: Mr. Rhodes

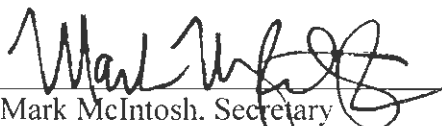
Seconded by: Mr. Edier

VOTE

	YES	NO	ABSTAIN	ABSENT
<u>Ms. Harrover, President</u>	<u>X</u>	_____	_____	_____
<u>Ms. McCracken, Vice President</u>	_____	_____	_____	<u>X</u>
<u>Mr. McIntosh, Secretary</u>	<u>X</u>	_____	_____	_____
<u>Mr. Rhodes, Treasurer</u>	<u>X</u>	_____	_____	_____
<u>Ms. Conner, Director</u>	<u>X</u>	_____	_____	_____
<u>Mr. Edier, Director</u>	<u>X</u>	_____	_____	_____
<u>Mr. Deal, Director</u>	<u>X</u>	_____	_____	_____

Resolution Effective Date: June 5, 2009

ATTEST: I hereby certify that a vote was duly taken and the Board of Directors adopted the above Resolution on the 19th day of May 2009.



Mark McIntosh, Secretary

May 19, 2009
Date

Book of Minutes No. 1

Meeting No. 47