

**RESOLUTION**  
**of the Board of Directors of**  
**COURTHOUSE ESTATES COMMUNITY ASSOCIATION, INC.**

**(Due Process Procedures for Enforcement of Covenants)**

**WHEREAS**, Courthouse Estates Associates, A Joint Venture, a Virginia Joint Venture ("Declarant"), submitted to record various restrictive covenants by Declaration of Covenants, Conditions And Restrictions For Courthouse Estates (the "Declaration") and Bylaws of Courthouse Estates Community Association, Inc. ("Bylaws"), dated August 23, 1994, and recorded on November 16, 1994, in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia ("Clerk's Office"), in Deed Book 3452, Page 0069, and the same has been or may be amended, modified and/or supplemented from time to time; and

**WHEREAS**, the Association is managed and operated pursuant to the Declaration and the Bylaws; and

**WHEREAS**, all Owners in the Association are members of Courthouse Estates Community Association, Inc. by virtue of Section 3.02 of the Declaration, and as such all Owners are subject to all of the covenants, conditions and restrictions in the Declaration; and

**WHEREAS**, the Association's Board of Directors is empowered by Article IX of the Declaration and by Article 4 of the Bylaws to enforce the covenants contained in the Declaration and to enforce any Board Resolutions, Architectural Guidelines and Rules and Regulations adopted pursuant to the Declaration and Bylaws; and

**WHEREAS**, it is the intent of the Board to adopt the provisions of Section 55-513 of Virginia's Property Owners' Association Act and to establish procedures for the Board and such Committees as may be designated by the Board in the future where they must take action relative to questions of covenant enforcement; and

**WHEREAS**, for the benefit and protection of the Association and of the Association's Members, the Board of Directors deems it desirable to establish procedures to assure due process ("due process procedures") in cases where there is a question of compliance by an Association Member ("Owner"), the Owner's family, guests, invitees, licensees and/or tenant(s) and the tenant's(s') family, guests, invitees and licensees, with the provisions of the Declaration, the Articles of Incorporation, Bylaws, adopted Board Resolutions, Architectural Guidelines and Rules and Regulations and/or any amendments and/or supplements thereto (all such documents collectively referred to herein as the "Governing Documents"), thereby attempting to minimize the necessity of seeking action in or through a court of law; and

**WHEREAS**, as this Resolution supercedes Resolution 2005-1, the Board of Directors will provide notice of this policy to all current Owners by mail and to all future Owners by including the Resolution in resale disclosure packages prepared pursuant to Virginia's Property Owners' Association Act.

**NOW THEREFORE**, the Board of Directors of Courthouse Estates Community Association, Inc. (the "Board") does hereby adopt this Resolution in order to adopt the following provisions, which will become effective May 1, 2010:

1. Adoption of Section 55-513 of Virginia's Property Owners' Association Act. The Association's Board hereby adopts the provisions of Section 55-513 of Virginia's Property Owners' Association Act, which states, in part, that the Board shall have the power to assess charges against any Association Member ("Owner") for any violation of the Governing Documents for which the Owner's family, guests, invitees, licensees and/or tenant(s) and the tenant's(s') family, guests, invitees and licensees are responsible.

2. Due Process Procedures, Governing Documents.

a. Continuing Violation, First Notice. When a violation of the Governing Documents is either observed by or reported to the Board of Directors or the Association's Manager, the Owner will be issued a written warning or, where appropriate, a "cease and desist" letter, to notice the Owner of the violation ("covenant violation notice"). This covenant violation notice will state the specific nature of the violation, the action required to abate or cure the violation, a reasonable time to cure the violation and the Board's authority to impose sanctions for failure to abate or correct the violation, after an opportunity to be heard.

b. Non-Continuing, Single Occurrence Violation. If the covenant violation is of a non-continuing, single occurrence, nature, the Board may, in its sole discretion, schedule a due process hearing without any or further written covenant violation notices other than the due process hearing notice provided for in Rule 3 below.

c. Repeat of Cured Continuing or Single Occurrence Violation. In the event the Owner cures or abates the violation within the time frame stated in the covenant violation letter, the Owner is hereby notified the Board of Directors may, in its sole discretion, consider any repeat of the same violation within the next twelve (12) months a continuing violation of the noticed covenant violation and may schedule a due process hearing in accordance with Rule 3 below without any or further written covenant violation notices.

d. When an Owner will be asked to attend a Due Process Hearing. If the covenant violation is not cured within the time frame set forth in the covenant violation letter, or if the violation is of a non-continuing, single occurrence, nature and the Board determines a due process hearing is necessary, notice that a due process hearing has been scheduled will be issued. The due process hearing notice and results correspondence will comply with Rule 3 below.

e. Possible Covenant Violation Due Process Hearing Result. If the Board finds the Owner to be in violation of the covenant for which the due process hearing is noticed, charges may be assessed in an amount not to exceed fifty (\$50.00) dollars for a single offense or ten (\$10.00) dollars per day for a violation of a continuing nature until the violation is cured or, if the violation is not cured, for a period not to exceed ninety (90) days. Such charge(s) shall be treated as a lien against said Owner's Unit and shall have the same force and effect as if the charge was a part of the Common Expenses attributable to such Owner.

The Board of Directors may, in its sole discretion, consider any repeat of the same violation within twelve (12) months of the date of the due process hearing results letter a continuing violation of the violation for which the due process hearing was held and may impose charges for such covenant violation *provided* such notice of and potential imposition of charges is set forth in the due process hearing result letter required by Rule 3 below.

3. Due Process Notice, Hearing and Results Correspondence.

a. Due Process Hearing Notice. The due process hearing notice will set forth the time, date and location of the due process hearing and identify the official body to preside over the hearing.

Notice of the due process hearing shall, at least fourteen (14) days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such Owner at the Lot address as well as any alternate address upon the books and records of the Association and shall be delivered as may otherwise be required for notices of meetings of the Association. The Owner shall be advised that an attorney may be present to represent the Owner at the due process hearing.

Any request to change a scheduled due process hearing date must be submitted in writing to the Association's office no later than twenty-four (24) hours prior to the due process hearing date. Only one due process hearing postponement will be granted. Approval of the Owner's request to postpone the due process hearing shall be mailed by U.S. Mail only to the Owner's address of record with the Association. The postponement approval shall state the time, date and place of the rescheduled due process hearing.

b. Due Process Hearing. The due process hearing shall be conducted by at least a quorum of the Association's Board of Directors or by a hearing body duly appointed by the Board of Directors from time to time.

Failure of an Owner to attend the scheduled due process hearing shall not waive the Board's right to continue to hold the due process hearing unless a postponement has been requested and granted in accordance with Rule 3.a above. Should the Owner fail to request a postponement and/or fail to attend the due process hearing, the Board shall, even though the Owner is absent, have the authority to impose charges against the Owner.

All due process hearing results shall apply to the Owner, the Owner's family, guests, invitees, licensees and/or tenant(s) and the tenant's(s') family, guests, invitees and licensees

c. Due Process Hearing Result Correspondence. The due process hearing result shall be mailed by registered or certified mail, return receipt requested, to the Owner at the address of record with the Association and to the Unit's address within seven (7) days of the due process hearing.

d. Costs of Enforcement. Owners shall be assessed administrative costs, including but not limited to postage and mailing fees, and all litigation expenses that occur or result in the enforcement of the Association's Governing Documents. Such fees and costs shall have the same force and effect as if the charge was a part of the Common Expenses attributable to such Owner.

**IN WITNESS WHEREOF** the Board of Directors of Courthouse Estates Community Association, Inc. has set their hands on this 21st day of April, 2010.

Tad Sh... Madison  
Director

Helen Riveia Sussex  
Director

Jrissa Box Matthews  
Director

Director

Kimi O'Neill Charlotte  
Director

Director

S.A. Wilcox S.A. WILCOX ARDMATTOX  
Director

Director

J. Zimmerman Amherst  
Director

Director

Jerry Eber Lancaster  
Director

Director

[Signature] Wythe  
Director

Director

Suzanna Wooden Westmoreland  
Director