V. POLICY RESOLUTION NO. 2 – ENFORCEMENT PROCEDURE

WHEREAS, Article 4, Section 4.1 of the Bylaws states that the business and affairs of the Association shall be managed by the Board of Directors (the "Board");

WHEREAS, Article 4, Sections 4.1.4 and 4.1.6 of the Bylaws empowers the Board to adopt and enforce rules and Rules and Regulations; and

WHEREAS, for the benefit and protection of the Association and of its members (the "Members"), the Board deems it necessary and desirable to establish a procedure to ensure due process in cases involving compliance by a Member or resident of the subdivision with provisions of the Declaration, the Bylaws or the Rules and Regulations of the Board.

NOW, THEREFORE, BE IT RESOLVED THAT the following Enforcement Procedure is hereby adopted by the Board of Directors.

I. PROCEDURE

- A. <u>Initial Actions to Secure Compliance.</u> If any Member believes that a violation of the Rules and Regulations exists, such Member shall first informally request that the Member causing or allowing such alleged violation to occur, cease or correct any act or omission which appears to be in violation of the Rules and Regulations. Such informal request shall be made before the formal process is initiated in some cases, but shall not be a condition precedent to the initiation of the formal enforcement procedures set forth below. If the informal request does not result in the correction of the act or omission which appears to be in violation of the Rules and Regulations, a written complaint setting forth in detail the specifics of the alleged violation, including the underlying facts of the alleged violation, the dates of the alleged violation and the specific provisions of the Rules and Regulations that are alleged to have been violated, may be filed with the CC.
- **Preliminary Investigation.** Upon receipt of a written complaint alleging a violation of the Rules and Regulations, the CC may request the Managing Agent, if any, or a member of the CC to make a preliminary investigation as to the validity of the complaint and promptly report the findings to the members of the CC. The CC shall receive the report concerning the alleged violation and determine, in the sole and absolute discretion of the CC, the appropriate disposition of the matter.
- C. Request for Abatement or Corrective Action by the CC. In the event that the CC determines that there is reason to believe that a violation of the Rules and Regulations has occurred and determines that corrective action is necessary, the CC shall comply with the following procedures:
 - (1) Written Request. A written request (the "Notice of Violation") shall be prepared and sent by the CC, or any other designated agent of the Association, to the Member alleged to have caused or allowed the occurrence of the violation of the Rules and Regulations. The Notice of Violation shall set forth (a) the facts of the alleged violation and the specific

provision of the Rules and Regulations alleged to have been violated, (b) the action to be ceased or the action required by the CC to be taken to correct the violation; and (c) a time period, not less than fifteen (15) days after the mailing of the written request during which the violation may be abated without sanctions or a statement that any further violations of the same provision may result in the imposition of sanctions after notice and hearing.

- (2) The Notice of Violation shall be mailed to the Member alleged to have caused or allowed the occurrence of the violation of the Rules and Regulations at the address on file with the CC, and to the resident of the property, if not a Member.
- (3) A copy of the Notice of Violation shall be filed in the Associations records.
- **D.** Failure to Comply with Request. If the Member to whom a Notice of Violation has been sent does not cease and desist from causing or allowing the violation to occur fails to take the actions requested by the CC to cure the alleged violation, then the CC shall, if the CC determines that further action is necessary, comply with the following procedures:
 - The CC shall serve a notice ("Notice of Hearing") on the Member (the "Respondent") alleged to have caused or allowed the occurrence of the violation set forth in the Notice of Violation. The Notice of Hearing shall advise the Respondent (a) that the CC believes that the Respondent has caused or allowed a violation of the Rules and Regulations to occur, as set forth in the Notice of Violation, (b) of the nature of the sanctions that may be imposed on the Respondent by the CC as a result of the alleged violation of the Regulation, (c) that the CC will hold a hearing concerning the alleged violation, (d) that the Respondent has the right to be present at such hearing and may be represented by counsel if the Respondent so desires, (e) that the Respondent shall be entitled to deny the allegations set forth in the Notice of Violation and present evidence and witnesses in support there, and (f) of the date, time and place of such hearing.
 - (2) The Notice of Hearing shall be served on the Respondent not less than 14 days prior to the date of the hearing. Service of the Notice of Hearing shall be made by hand delivery or by first class United States certified mail, return receipt requested, to the Respondent at the address or addresses to which notices of meeting of the Association are to be delivered, and, in the case of Respondents who are not residents, to the property address as well.
 - (3) If the Respondent promptly advises the CC that they cannot, for good cause shown, attend the hearing on the set date and indicates times and dates on which they would be available, the CC shall reset the time and date of hearing and promptly deliver notice of the new hearing date to the Respondent by regular mail.

- E <u>Hearing.</u> The hearing shall be conducted in closed session by the CC and shall afford the Respondent an opportunity to present a defense against the alleged violation of the Rules and Regulations. The following procedure shall apply to the hearing:
 - (1) Proof of service of the Notice of Hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if the date and manner of delivery is entered by the party who caused service of such notice to be made on the Respondent. Service of Notice of Hearing shall be deemed by the Respondent if the Respondent appears at the meeting for any purpose other than to contest the proper service of the Notice of Hearing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
 - (2) At the commencement of the hearing, the CC shall select a person to serve as the hearing officer and preside over the hearing. Such hearing officer need not be a Member of the CC. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The CC may determine the manner in which the hearing will be conducted, so long as the rights set forth in this section are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions.
 - (3) The Respondent shall have the right to do the following, but may waive any or all of these rights:
 - a. make an opening statement;
 - **b.** introduce evidence, testimony, and witnesses:
 - **c.** cross-examine opposing witnesses by directing questions to the hearing officer:
 - d. rebut evidence and testimony; and
 - e. make a closing statement.
 - (4) After the testimony and evidence has been presented to the CC, the CC shall convene in closed session to consider the matter. Agreement of a majority of those voting shall be required for a decision. The CC will convene in open session to vote upon the matter. The CC shall prepare written findings of fact within seven (7) days after the hearing. A copy of the findings and decision shall be mailed by regular mail to the Respondent. A summary of the decision, excluding names of persons involved and addressing only the issue and the CC decision shall be included in the CC Minutes.
- F. <u>Appeal.</u> Upon receipt of a written request therefore made within ten days after the date of an action by the CC, the Board may afford any Respondent deemed by the Board to have standing as an aggrieved party the right to appeal to the Board, and the Board may reconsider, review, modify or reverse any action taken by the CC.

G. <u>Sanctions</u>. The sanctions which may be imposed by the CC include, but are not limited to, assessment of special charges of \$50.00 per single offense, or \$10.00 per day for a continuing offense. Such special charges, if not promptly paid, shall constitute a lien on the owner's lot and may be subjected to collection as set forth in the Declaration and Bylaws of the Association.

II. INTERPRETATION

This Resolution is intended to serve as a protection to Members to ensure that their rights are protected and to serve as a guideline for the CC as it carries out its duties to enforce the Rules and Regulations. The CC may determine the specific manner in which the provisions of this Resolution are to be implemented, provided that due process is afforded. Any inadvertent omission or failure to conduct any proceeding in the exact conformity with this Resolution shall not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth in this Resolution.

III. LEGAL ACTION

Notwithstanding any provision of this Resolution, the Association may initiate legal action at any time without following the procedures set forth herein if, in the judgment of the CC, the interests of the Association so require.

The foregoing Resolution is hereby adopted, without meeting, by all the Members of the Board of Directors:

Autumn Oaks Community Association

| By: 4.111/1 | Date: 3-19-2012 |
|---------------------|-----------------|
| President | |
| By: Vice President | Date: 3/20/12 |
| By Con Marca | Date: 3/19/12 |
| Secretary/Treasurer | 8 |

VI. POLICY RESOLUTION NO. 3 - RULES AND REGULATIONS PERTAINING TO COLLECTIONS

(Relating to Collection of Annual Assessments, Special and Additional Assessments and Delinquent Payments)

WHEREAS, Article 6, Section 6.1.2 of the Declaration creates an assessment obligation for Owners.

WHEREAS, Article 6, Section 6.1.2 of the Declaration empowers the Board to make assessments against Lot Owners for the management and upkeep of the property, for services to the Lots and Owners, for the maintenance of adequate reserves, or for meeting other obligations of the Association established pursuant to the Declaration. The Board of Directors shall establish an Annual Assessment rate for each Lot for Common Expenses, in an equal amount against all Lots subject to the Assessment.

WHEREAS, Article 6, Section 6.5 of the Declaration specify the types of remedies the Association may seek when an Owner is in default under the terms of the Declaration and Bylaws; and

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments.

NOW THEREFORE, BE IT RESOLVED THAT the Board duly adopts the following assessment procedures:

I. ROUTINE COLLECTIONS

- A. All monthly installments of the annual assessments shall be due and payable in advance on the first day of the applicable month; all additional or special assessments shall be due and payable on the first day of the next month which begins more than ten days after delivery or mailing to the Lot Owner of notice of such special assessment or as specified in the note ("Due Date").
- **B.** All documents, correspondence, and notices relating to the charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by an Owner. Notices of special assessment shall be sent by first class mail postage prepaid. Non Resident Owners shall furnish the Board of Directors with an address where mail will be promptly received by the Owner.
- C. Non-receipt of payment coupons shall in no way relieve the Owner of the obligations to pay the amount due by the Due Date.

II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

A. Pursuant to Article 6, Section 5 of the Declaration, any assessment, or installment thereof, not paid within ten (10) days after the Due Date shall accrue a late charge of \$25.00. A late fee shall only be imposed once for the same delinquent period.

If a check is returned to an Owner because it has been improperly filled out (including but not limited to missing signature, amounts do not match, post dated) and is not resubmitted to the

Association within ten (10) days after the Due Date, the late fee will be added.

- B. Furthermore, pursuant to Article 12, Section 1(e) of the Declaration, if a Lot Owner defaults in paying any sum assessed against his/her Lot, which continues for a period in excess of thirty (30) days, the assessment shall bear interest from the due date at a rate not to exceed that interest rate then charged by the IRS on delinquent taxes from the date of delinquency. The Board of Directors may determine to establish different late fees or interest rates subject to the limitations imposed by law. The imposition of interest shall not preclude collection of a late charge. Additionally, the Board shall suspend the voting rights of such owner until the account is paid in full.
- C. A "Late Notice" shall be sent to Owners who have not paid assessment in full within thirty (30) days after the due date, if directed by the Board of Directors.
- D. No additional notice of the imposition of interest, and late fees, need be provided to the Owner other than the Late Notice as set forth in Article 12 of the Declaration. Such interest and late fees shall constitute a lien upon the Lot of the defaulting Owner.
- E. If a check is not honored, and is returned, and an assessment due and owing is not otherwise received in the applicable time period as provided in paragraph II A B above, the account shall be deemed late and the late fee and interest shall be added. In addition, a \$25.00 return check charge will be added.
- F. If payment in full of any assessment payable in installments including annual assessments, special assessments, late fees, and returned check charges and interest is not received by the Association or its appointed agent by the sixtieth (60th) day after the Due Date, the account will be referred to an attorney for collection and a "Notice of Intent to Accelerate Installments and File Lien" shall be mailed to the Owner at the address listed on the books of the Association, or other address as furnished by the Owner, via Certified Mail, return receipt requested, with all costs added to the delinquent Owner's account.
- G. If payment in full of any assessment payable in installments including annual assessments, special assessment, interest charges, late fees, and returned check charges, is not received by the Association or its duly appointed agent within 10 days after the "Notice of Intent to Accelerate Installments and File Lien" has been issued, then the remaining installments of the annual assessments shall be accelerated and declared due and payable in full. Interest as indicated in Article 12 Section 1(e) hereof shall be added at the time of the acceleration, and a memorandum of lien shall be filed by Counsel with the Loudoun County Circuit Court. The Owner shall be so notified with a copy of the memorandum of lien, and counsel shall also notify the Mortgagee, if known. The cost of filing the memorandum of lien will be added to the account.
- H. Counsel for the Association shall take other appropriate legal action including, but not limited to, filing suit in Loudoun County General District Court. As directed in writing, by the Board, Counsel for the Association may also initiate action to foreclose on the property to enforce the assessment or judgment liens against the property.
 - If the Association receives from any Owner, in any accounting year, two or more returned checks for payments of assessments, and the Board may require all future payments to be made by certified check or money order for the remainder of the fiscal year. A \$25.00 charge will be made for every returned check. Action may also be taken under Chapter 26, Section 55-516, of the Code of Virginia, at the discretion of the Board.
- I. All Costs incurred by the Association as a result of any violation of the Declaration, Bylaws, or Rules and Regulations of the Association by an Owner, his/her family, employees, agents or licensees, shall be specifically assessed against such Owner. Such costs include, without

limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from an Owner's failure to pay assessment when due or from any other default referred to in this paragraph II J.

- J. The Board may grant a waiver of any provision herein upon petition in writing by an Owner alleging a personal hardship. Such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Board granting the relief and the conditions of the relief. Waiver shall be made on a case-by-case basis upon review of particular circumstances. Further, waiver on one occasion shall not be deemed or construed as a waiver in any future instance of delinquency.
- K. The Board hereby authorizes the Managing agent to waive the imposition of interest and late fees, on payments received by the Managing Agent thirty (30) days after the Due Date only if, in the judgment of the Managing Agent, the delinquent Owner has owned the Lot for less than one (1) month at the time of the delinquency and the Managing Agent determines the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment. Further, such a waiver may be granted only once to any delinquent Owner.
- L. Payments received from an Owner will be credited in the following order of priority:
 - 1. Charges for attorney's fees and costs.
 - 2. Late Fees.
 - 3. All interest accrued.
 - 4. All other charges incurred by the Association as a result of any violation of the Declaration, Bylaws, or Rules and Regulations, by an Owner, his/her family, employees, agents or licensees.
- 5. The monthly assessment for each lot, including special assessment due, as applicable. The foregoing Resolution is hereby adopted, without meeting, by all the Members of the Board of Directors:

Autumn Oaks Community Association:

| By: AMM | Date: 3-19-17- |
|---------------------|----------------|
| President | , , |
| Ву: | Date: 3/20/12 |
| Vice President | |
| BYCHOX | Date: 3/19/12 |
| Secretary/Treasurer | |

VII. POLICY RESOLUTION NO. 4 - RULES AND RULES AND REGULATIONS PERTAINING TO PETS

WHEREAS. Article 4, Section 4.1 of the Bylaws states that the business and affairs of the Association shall be managed by a Board of Directors;

WHEREAS, Article 4, Section 4.1.4 & 4.1.6 of the Bylaws empowers the Board to adopt and enforce rules and Rules and Regulations; and

WHEREAS, for the benefit and protection of the Association and of the individual owners, the Board deems it necessary and desirable to establish rules and Rules and Regulations regarding pets.

NOW, THEREFORE, BE IT RESOLVED THAT the following Rules and Rules and Regulations are hereby adopted:

1) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not raised, bred or kept for any commercial purposes. No more than two (2) pets which may regularly leave the dwelling shall be permitted on any Lot unless approved by a majority of the Board of Directors. Pet owners will be responsible for cleaning up the waste created by their pets in all areas, private and common, within the Autumn Oaks Homeowner Association Area. Owners shall be permitted to walk their pets within the Common Area on a leash. Owners shall restrain their pets from entering homeowner yard areas inside the sidewalk boundaries and at no time permit their pets to create waste in private areas other than their own yards.

Pets shall be restrained and controlled as required by ordinance now or hereafter by Loudoun County, Virginia. All pets shall be registered and inoculated as required by law. The appropriate authorities of Loudoun County are hereby granted an easement across the Property to enforce local animal control ordinances.

- 2) Each owner or his/her family member or lessee responsible for a pet being on the property shall promptly remove and dispose of any pet droppings deposited on common areas, or on the property of other homeowners. No owner shall permit pet waste to accumulate on their individual property, or to allow unhealthy, unsightly, or unsafe conditions to persist resulting from the housing of a pet, whether permanently or temporarily.
- 3) Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property.

The foregoing Resolution is hereby adopted, without meeting, by all the Members of the Board of Directors:

Autumn Oaks Community Association:

| By: <u> </u> | -MV.p | Date: | 3-19-2012 |
|--------------|-------------------|---------|-----------|
| Pre | esident | | 1 |
| By:Vio | ce President | _ Date: | 3/20/12 |
| By: C | cretary/Treasurer | Date: | 3/19/12 |

VIII. POLICY RESOLUTION NO. 5 - RULES AND REGULATIONS REQUIRING USE OF RESIDENTIAL LEASE FORM

WHEREAS, Article 4, Sections 4.1.4 and 4.1.6 of the Bylaws empowers the Board of Directors to adopt and enforce rules and Rules and Regulations governing the use of the community, and

WHEREAS, it would be beneficial to the community as a whole to ensure that the tenants are aware of and abiding by the governing documents:

NOW THEREFORE BE IT RESOLVED that:

All written leases of property within Autumn Oaks Community Association shall contain a provision advising the tenant of his/her obligation to abide by the provisions of the governing documents and rules and Rules and Regulations, provide that failure to comply constitutes a default under the lease, and certifying that the tenant has received a copy of the Association Rules and Rules and Regulations discussed herein.

All homeowners who lease to another a home within the Association must, within five (5) days of execution of the lease, file a copy of the lease with the Board of Directors at the following address:

Autumn Oaks Community Association

c/o National Realty Partners, AAMC® 365 Herndon Parkway, Suite 106 Herndon, Virginia 20170

and any homeowner failing to provide a copy of an executed lease within five (5) days of the effective date of this Resolution, or the execution of a new lease, will be in violation of this Resolution.

In the event that property within Autumn Oaks Community Association is leased without use of a written lease, the owner of the property must provide to the Association at least five (5) days prior to the tenant's occupation of the premises, or within five (5) days of the effective date of this Resolution, a written statement signed by the owner and the tenant certifying that the tenant has received a copy of the governing documents and rules and Rules and Regulations and that the tenant understands that he/she must abide by the provisions of such documents.

Any homeowner failing to comply with this Resolution may be subjected to a charge for each day in which the violation persists and any other penalties or remedies as are available to the Association, after notice and hearing.

The owner shall be held responsible for any charges or penalties incurred by or imposed as a result of the action or inaction of his/her tenant and all such charges may become a lien against the property of the owner if unpaid.

The foregoing Resolution is hereby adopted, without meeting, by all the Members of the Board of Directors:

| Autumn Oaks Community Association | |
|-----------------------------------|---------------|
| By: F. NW. M | Date: |
| President | |
| By: Vice President | Date: 3/20/12 |
| By Company Secretary/Treasurer | Date: 3/19/12 |

X. POLICY RESOLUTION NO. 6 - PARKING RULES

WHEREAS, Article 4, Section 4.1 of the Bylaws provides that the affairs of the Association shall be managed by a Board of Directors; and

WHEREAS, Article 4, Section 4.1.4 & 4.1.6 of the Bylaws empowers the Board of Directors to adopt and enforce the Rules and Regulations; and

WHEREAS, Article 7, Section 7.7 of the Declaration defines the use of Parking and Private Access, and

WHEREAS, there is a need to establish orderly and judicious Rules and Regulations regarding parking, as well as remedies for violations of such rules; and

NOW THEREFORE BE IT KNOWN THAT the following Parking Rules are adopted by the Board of Directors.

I. PARKING RIGHTS

- 1. The Autumn Oaks Community Association parking areas are for the exclusive use of Association members, members' guests, and members' lessees.
- 2. Vehicles should be parked in the driveway or the garage of the home, and shall not be parked on the common roadway (drive lanes). Vehicles shall not be parked in a manner that obstructs any driveway or parking space, or in such a manner that it blocks one or more vehicles, occupies more than one space, is parked in a posted fire lane or is parked in a designated handicapped parking space without authorization. Vehicles parked in a manner that obstruct free ingress and egress of vehicular traffic shall be subject to immediate towing WITHOUT NOTICE.
- 3. Except in connection with construction activities, no commercial vehicles (vehicles on which commercial lettering or equipment is visible or which are larger than normally used for non-commercial purposes) or trailers, campers, recreational vehicles, boats or other large vehicles, including grounds maintenance equipment, ATV's or dune buggies, may be parked or used on any portion of the Common Area or on any portion of a Lot visible from the Common Area or another Lot or on any public right-of-way within or adjacent to the Property, unless expressly permitted by the Board of Directors and then only in such parking areas or for such time periods (dairy) as may be designated for such purposes by the Board of Directors. Parking of all such vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or in areas designated by the Board of Directors, if any. The Board has no obligation to designated any such area or permit parking of such vehicles.
- 4. No junk or derelict vehicles or other vehicle on which current registration plates or decals and current county and state inspection permits are not displayed shall be kept upon any portion of the Common Area or another Lot or on any public right-of-way within or adjacent to the Property. Vehicle repairs and storage of vehicles are not permitted, except in accordance with the Rules and Regulations; provided, however, that washing of vehicles on Lots and non-commercial repair of vehicles is permitted and provided in the Rules and Regulations. All motor vehicles shall be driven only upon paved streets and parking lots. No motor vehicles, including without limitation trail bikes, motorcycles, dune buggies or snowmobiles, shall be driven on trails or unpaved portions of Common Areas, except vehicles which are authorized by the Board of Directors as

needed to maintain, repair or improve the Common Area or for other specific purposes approved by the Declarant. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

5. All vehicles must be kept in proper operating condition so as to not be a hazard or a nuisance by noise, exhaust, emission, appearance or otherwise.

II. NOTICE

The Board or Managing Agent shall make a reasonable attempt to give notice to the owner of an offending vehicle in a manner generally consistent with the attachment of a Warning Notice. Reasonable notice shall consist of placing notice on the vehicle. If such vehicle is not removed or the violation corrected with seventy-two (72) hours of issuance of the notice, the Board may have the offending vehicle towed at the sole expense and risk of the vehicle owner. Any vehicle previously noticed for a violation of the same regulation shall be subject to towing <u>WITHOUT NOTICE</u> for any second offense of the same regulation.

The Board, the Managing Agent, or designees of the Board shall have authority to tow offending vehicles.

III. PARKING SPACES

No signs, initials, numbers, storage containers or any other additions or alterations to parking spaces may be painted, displayed or erected by any resident.

IV. ASSOCIATION NOT RESPONSIBLE

Nothing in this Resolution shall be construed to hold the Homeowners Association, Board of Directors, or their Agents responsible for damage to vehicles or loss of property from vehicles parked upon the Common Areas or towed there from.

V. ENFORCEMENT OF THE REGULATIONS

In addition to the towing provisions above, violations of the regulations are subject to appropriate action by the Board including, but not limited to, the initiation of legal action by the Board of Directors. Should any legal action be required, all legal fees and costs shall be assessed and attributed to the lot owner responsible for the offense. Lot owners shall be responsible for the offenses of their tenants and their guests.

The foregoing Resolution is hereby adopted, without meeting, by all the Members of the Board of Directors:

Autumn Oaks Community Association

| Ву: _ | J.M.M. | Date: | 3-19-2012 |
|-------|---------------------|--------|-----------|
| | President | | |
| Ву: | Vice President | Date:_ | 3/20/12 |
| Ву | 2 m/ax | Date: | 3/19/12 |
| | Secretary/Treasurer | | |

I. POLICY RESOLUTUION NO. 1 – RULES AND REGULATIONS/DESIGN GUIDELINES/COVENANTS COMMITTEE

WHEREAS, Article 8, of the Declaration authorizes the Board of Directors to adopt Rules and Regulations restricting and regulating the use and enjoyment of the Property; and

WHEREAS, Article 9, of the Declaration requires and authorizes the Board of Directors to create a Covenants Committee (hereinafter "CC"); and

WHEREAS, Article 9 of the Declaration charges the CC with the duty to regulate the external design, signage, appearance, use and upkeep of the property and to propose Design Guidelines.

NOW THEREFORE, BE IT KNOWN THAT the following is hereby adopted, without meeting, by all the Members of the Board of Directors:

- 1. The Covenants Committee is established, whose initial members shall be those currently on the Board of Directors.
- 2. The Board of Directors has adopted the Rules and Regulations, which shall also include the Design Guidelines, as set forth hereinafter.

| Autumn Oaks Community Association | |
|-----------------------------------|-----------------|
| By: FAWA | Date: 3-19-2012 |
| President | |
| By: Vice-President | Date: 3/20/12 |
| By: Company Secretary/Treasurer | Date: 3/19/12 |