

**FERGUSON GLADE OWNERS ASSOCIATION, INC.**  
**COMMONWEALTH OF VIRGINIA**  
**ADMINISTRATIVE RESOLUTION NO. 25-05-28-FG**  
**SUBJECT: Amendment to Assessment Due Date Period**

**WHEREAS,**

The Board of Directors of Ferguson Glade Owners Association, Inc., a Virginia nonstock corporation organized and existing under the laws of the Commonwealth of Virginia, is authorized by its Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), and the Bylaws of the Association, to adopt reasonable rules and regulations for the management of the Association's affairs;

**WHEREAS,**

Pursuant to Article XIII, Section D of the Declaration, the Board of Directors has the authority to set and amend policies related to the payment of assessments, including the imposition of interest and late charges, and due dates on delinquent accounts;

**WHEREAS,**

Article XIII, Section D of the Declaration currently provides that any assessment or installment thereof not paid within five (5) days after becoming due shall accrue a late charge in the amount of Fifteen Dollars (\$15.00), or such other amount as may be established by the Board of Directors;

**NOW, THEREFORE, BE IT RESOLVED,**

That the Board of Directors hereby changes the grace period for payment of assessments from five (5) days to fifteen (15) days after the assessment due date before a late fee is incurred;

**BE IT FURTHER RESOLVED,**

That all other terms and provisions of the Declaration and Bylaws remain in full force and effect unless expressly amended by this or subsequent resolution;

**ADOPTION:**

This Resolution was duly adopted at a meeting of the Board of Directors of the Ferguson Glade Owners Association, Inc. held on the 28 day of May, 2025, at which a quorum was present.

IN WITNESS WHEREOF, the undersigned officers of the Board of Directors have executed this Administrative Resolution on behalf of the Association as of the date written below.

Name	Title	Signature	Date
Marcus Carasquero	President	<u>Marcus Carasquero</u>	<u>5/28/25</u>
Judy Finley	Secretary	<u>Judy Finley</u>	<u>5/28/25</u>

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
FERGUSON GLADE OWNER'S ASSOCIATION, INC.**

The following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Association duly held and convened on April 9, 2024, at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

**A RESOLUTION PERTAINING TO:** Sliding Glass Doors

**PURPOSE OF THE RESOLUTION:** To provide policy guidance to the Architectural Review Committee regarding acceptable sliding glass doors within Ferguson Glade.

**SCOPE OF THE RESOLUTION:** Applicable to all existing installed sliding glass doors, newly installed or replaced by property owners after April 1, 2024.

**Now therefore, be it resolved that:** All existing sliding glass doors, newly installed or replaced within Ferguson Glade after April 2024 must conform to the following Board-approved design style:

- **APPROVED DESIGN STYLE:**
  - Full glass
  - French glass doors
  - Built in blinds within the glass
  - Glass with grids

Respectfully submitted,

FERGUSON GLADE OWNERS ASSOCIATION  
BOARD OF DIRECTORS

Dated 4-9-24

By: Marcus Carasquero  
Marcus Carasquero, President

Dated 4-9-24

By: Theresa Swartzbaugh  
Theresa Swartzbaugh, Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
FERGUSON GLADE OWNER'S ASSOCIATION, INC.**

The following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Association duly held and convened on May 09, 2023, at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

**A RESOLUTION PERTAINING TO:** Fences

**PURPOSE OF THE RESOLUTION:** To provide policy guidance to the Architectural Review Committee regarding acceptable standards of materials, construction, and design of fences erected within Ferguson Glade.

**SCOPE OF THE RESOLUTION:** Applicable to all fences erected or replaced by property owners after 1 July 2023.

**Now therefore, be it resolved that:** All fences erected or replaced within Ferguson Glade after 1 July 2023 must conform to the following Board-approved materials and design style:

- **APPROVED MATERIALS:** Wood, vinyl and/or composite
- **APPROVED DESIGN STYLE:**
  - **FENCE STYLE:**
    - 6' privacy, dog eared or straightedged
    - 4' picket style will be allowed for lakefront and directly wooded homes within Ferguson Glade.
  - **FENCE COLOR:**
    - Transparent, Semi-Transparent, Semi-Solid finishes
    - Colors: light oak, redwood, walnut, pecan and cedar
    - No white will be allowed or considered

Respectfully submitted,

FERGUSON GLADE OWNERS ASSOCIATION  
BOARD OF DIRECTORS

Dated 5-09-23

By: Marcus Carasquero  
Marcus Carasquero, President

Dated 5-09-23

By: Theresa Swartzbaugh  
Theresa Swartzbaugh, Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
FERGUSON GLADE OWNER'S ASSOCIATION, INC.**

The following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Association duly held and convened on May 09, 2023, at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

**A RESOLUTION PERTAINING TO: Storm Doors**

**PURPOSE OF THE RESOLUTION:** To provide policy guidance to the Architectural Review Committee regarding acceptable storm doors within Ferguson Glade. No crossbuck or temporary doors will be approved.

**SCOPE OF THE RESOLUTION:** Applicable to all storm doors newly installed or replaced by property owners after 1 July 2023.

**Now therefore, be it resolved that:** All storm doors newly installed or replaced within Ferguson Glade after 1 July 2023 must conform to the following Board-approved design style:

- **APPROVED DESIGN STYLE:**
  - Full glass type with no dividing bar
  - Half glass with retractable screen

Respectfully submitted,

FERGUSON GLADE OWNERS ASSOCIATION  
BOARD OF DIRECTORS

Dated 5/9/23

By: Marcus Carasquero  
Marcus Carasquero, President

Dated 5-09-23

By: Theresa Swartzbaugh  
Theresa Swartzbaugh, Secretary

## RESOLUTION OF THE BOARD OF DIRECTORS OF FERGUSON GLADE OWNER'S ASSOCIATION, INC.

I, Theresa Swartzbaugh do hereby certify that I am duly elected and qualified Secretary and record keeper of the Ferguson Glade Owner's Association, Inc., a Virginia non-stock corporation (the "Association"), organized and existing under the laws of Virginia, and having its principle place of business at 100 Wrought Iron Bend, Yorktown, Virginia 23693. The following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Association duly held and convened on March 14, 2023, at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

Therefore, it is resolved:

Langley Federal Credit Union, (hereinafter referred to as the 'bank') will be a financial institution of the association, and that an account will be opened in the name of, for and on behalf of the corporation. The name that the account will be opened in will be the same as the association name shown above.

It is further resolved that delivery to the bank of funds, checks, drafts, or other property, with or without endorsement, will be deposited to the credit of the association, and such credits may be withdrawn by check, draft or other instrument, executed for the corporation by any of the following individuals.

Respectfully submitted,

FERGUSON GLADE OWNERS ASSOCIATION  
BOARD OF DIRECTORS

Dated 3/14/23

By: Marcus Carasquero  
Marcus Carasquero, President

Dated 3/14/23

By: David Dierberger  
David Dierberger, Treasurer

Dated 3/14/23

By: Theresa Swartzbaugh  
Theresa Swartzbaugh, Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
FERGUSON GLADE OWNER'S ASSOCIATION, INC.**

**Resolution # 1 Regarding Deposit Resolution - Online Banking**

**Effective Date: March 8, 2022**

At a duly noted, regular meeting of the Board of Directors of Ferguson Glade Owner's Association, Inc., a Virginia non-stock corporation (the "Association"), held on March 8, 2022, at which a quorum was present, the Board of Directors did hereby approve the following:

The following Board of Directors will have a signature card on file with TowneBank: David Dierberger, Marcus Carasquero and Theresa Swartzbaugh.

Any two of the aforementioned Directors will sign all Association checks for payments received to the Association as well as outgoing payments for services rendered..

David Dierberger will have the ability to conduct online banking for the Association.

Respectfully submitted,

FERGUSON GLADE OWNERS ASSOCIATION  
BOARD OF DIRECTORS

Dated 3/8/22

By: Marcus Carasquero  
Marcus Carasquero, President

Dated 3/8/22

By: David Dierberger  
David Dierberger, Treasurer

Dated 3/8/22

By: Theresa Swartzbaugh  
Theresa Swartzbaugh, Secretary

**RESOLUTION of the Board of Directors  
Of the  
FERGUSON GLADE OWNERS ASSOCIATION, INC.**

**(Policy for Records Inspection and Cost Schedule)**

**WHEREAS**, Section 55-510(D) of the Code of Virginia of The Virginia Property Owners Act provides that associations shall establish a Policy for Records Inspection and a Cost Schedule; and

**WHEREAS**, a copy of this resolution shall be provided to all current Owners using the association's established reasonable, effective and free method, which is appropriate to the size and nature of the association and to all future owners by including the Resolution in resale disclosure packages prepared pursuant to section 55-509.5 of Virginia Code; and

**WHEREAS**, the Board of Directors of Ferguson Glade Home Owners Association desires to create and establish a policy and procedure by which association members in good standing may access association books and records for predetermined fees in accordance with state and local regulations; and

**THEREFORE, BE IT RESOLVED** that the Board of Directors of the Association does hereby adopt the attached Policy for Records Inspections and Cost Schedule adopted by the Board of Directors of the Association on September 20, 2016

**IN WITNESS WHEREOF** the Board of Directors of Ferguson Glade Home Owners Association has set their hands on this 20th day of September, 2016.

Director

Director

Director

Director

Director

Director (print name)

Director (print name)

Director (print name)

Director (print name)

Director (print name)

**Ferguson Glade Owner's Association Inc.**

**Policy for Records Inspections and Cost Schedule**

Adopted by the Board of Directors of the Association on September 20, 2016:

1. In accordance with §55-510(D) of the Virginia Property Owners Association Act, prior to allowing inspection and/or providing copies of any books and records to a member of the Association who requested the same in accordance with the provisions of §55-510 and §13.1-933 of the Code of Virginia, as amended, the Association may impose and collect a charge for both of the following:

a. for the labor costs associated with the Association's employees and/or agents complying with such copying and production at a rate of \$40.00 per hour.

b. for the costs of materials, .10 cents per page, for the cost of black and white copies, and \$.95 per page, for the cost of color copies. Copies of documents larger in width and/or length than standard (8 1/2 x 11) copy paper and/or legal-sized paper shall be charged at a rate that shall be determined by the Association in its discretion, but in no case shall the rate be greater than the actual copying cost thereof. Digital copies of documents will be provided in lieu of paper copies at no material cost, however labor costs will apply if information gathering/preparation exceeds 15 minutes per owner, per month.

2. This cost schedule shall apply equally to all members of the Association in good standing and this schedule shall be provided to a requesting member at the time a request is made.

3. Inspection and/or copy services shall be commenced only after an owner has complied with the requirement of Section 55-510 B which requires that the request is for a proper purpose related to membership in the Association

4. The right of examination may be exercised only during business hours at the office of the association and upon at least five (5) days written notice reasonably identifying the purpose for the request and the specific books and records requested.



5. The furnishing of records is subject to the right of the Association to withhold certain records pursuant to Section 55-510(C) of the Act. The following records may be withheld from examination or copying by owners and contract purchasers:

a. drafts not yet incorporated into the owners' association's books and records or if such books and records concern;

b. personnel matters relating to specific, identified persons or a person's medical records;

c. contracts, leases, and other commercial transactions to purchase or provide goods or services, currently in or under negotiation;

d. Pending or probable litigation where there has been a specific threat of litigation from a party or the legal counsel of a party;

e. matters involving state or local administrative or other formal proceedings before a government tribunal for enforcement of the Declaration, Bylaws, Articles of Incorporation or rules and regulations;

f. communications with legal counsel which relates to subdivisions a through d or which is protected by the attorney-client privilege or the attorney work product doctrine;

g. disclosure of information in violation of law;

h. meeting minutes or other confidential records of an executive session of the executive organ;

i. documentation, correspondence or management or executive organ reports compiled for or on behalf of the owners' association or the executive organ by its agents or committees for consideration by the executive organ in executive session; and

j. individual owner or member files, other than those of the requesting owner, including any individual owner's files kept by or on behalf of the owners' association.

**RESOLUTION  
of the  
Board of Directors  
of  
FERGUSON GLADE OWNER'S ASSOCIATION, INC.**

**(Association Complaint Procedures)**

**WHEREAS**, the Code of Virginia, 1950, as amended (the Virginia Code), was amended by statute effective July 1, 2008, to create a Common Interest Community Board (CIC Board) and the Office of the Common Interest Ombudsman (CICO); and

**WHEREAS**, Section 55-530 E states the CIC Board "shall establish by regulation a requirement that each association shall establish reasonable procedures for the resolution of written complaints from the members of the association and other citizens"; and

**WHEREAS**, for the benefit and protection of the Association and of its individual Members, and with a goal of reducing and resolving conflicts among and/or between the Association and its Members, the Board of Directors deems it desirable to establish such procedures in accordance with the requirements of Sections 55-530 E and F; and

**WHEREAS**, the Board of Directors will provide notice of this policy to all current owners by mailing a copy of this Resolution to current owners and to all future owners by including the Resolution in the resale disclosure packet prepared pursuant to Section 55-509.5 of Virginia Code; and

**WHEREAS**, this Resolution shall remain in full force and effect until the CIC Board adopts any applicable regulations pursuant to Section 55-530 E or until amended by further resolution of the Board, whichever first occurs.

**NOW THEREFORE**, the Board of Directors of the *Ferguson Glade Owner's Association, Inc.* does hereby adopt this Resolution in order to adopt the following Association Complaint Procedures:

1. When any Association Member (Member or Complainant) observes or reasonably believes the Board of Directors (Board), the Association's Common Interest Community Manager (Association Manager) or any individual Board Member has or is continuing to violate any law or regulation governing common interest communities, the Member shall have the right to acquire, complete and submit an Association Complaint Form in writing.
2. The written complaint shall be submitted in writing utilizing the Association Complaint Form attached hereto as Exhibit A, or with any form required by regulation duly promulgated by Virginia's CIC Board.

3. The Association Complaint Form shall be mailed to *Ferguson Glade Owner's Association, Inc.*, ATTN: Dana Shotts-Neff, 603 Pilot House Drive, Suite 300, Newport News, VA 23606, by Fax to (757) 534-7765, or by email to [dsneff@1cbm.com](mailto:dsneff@1cbm.com).
4. The Association shall provide written acknowledgment of receipt of the association complaint to the Complainant within seven (7) days of receipt. Such acknowledgment shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided, or if consistent with established association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.
5. Specific documentation that must be included with the association complaint shall include, but not be limited to the following:
  - (a) The law or regulation governing common interest communities which the Complainant believes the association is not adhering to or which is the essence of the complaint.
  - (b) To the extent the Complainant has knowledge of the law or regulation applicable to the complaint, the Complainant shall provide that reference.
  - (c) Copies of any relevant correspondence between the association, association manager, and/or the board of directors regarding the complaint contained in the form.
  - (d) Any other documentation which would assist the board in making a determination regarding the complaint.
  - (e) The requested action or resolution desired by the Complainant.
6. If upon receipt of the Association Complaint Form from the Complainant the Association requires additional information in order to properly review and continue processing the complaint, the Association shall send notice of the requested additional information to the Complainant within seven (7) business days of receipt of the complaint. This notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided, or if consistent with established association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery. The Association shall request the information be provided within seven (7) business days of the notice that additional information is requested and shall advise the Complainant that if the requested information is not received within that timeframe, or a written request for additional time in which to provide the information is not received, the matter will be considered closed until a new complaint form containing the requested information is received.
7. Any Association Complaint Form fully completed and submitted to the Association's Manager shall be reviewed at the Board's next regularly scheduled Board Meeting.

provided, however the Association Complaint Form must be submitted at least five (5) business days prior to the next scheduled regular Board Meeting to ensure review at that meeting. If the Association Complaint Form is received less than five (5) business days prior to the next regularly scheduled Board Meeting, the Association Complaint Form shall be reviewed at the next subsequent regular Board Meeting.

8. Notice of the date, time, and location that the matter will be considered shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided or, if consistent with established association procedure, delivered by electronic means, provided the sender retains sufficient proof of the electronic delivery.
9. The Board shall review any Association Complaint Form received and shall, if necessary, consult with the Association's Attorney and/or any other vendor or professional providing services to the Association to provide as complete a review as possible to arrive at its decision.
10. The Board may, but shall not be required to, consult with the Member who submitted the Association Complaint Form to understand more fully the substance and/or basis of the Member's Complaint.
11. After the final determination is made, the written notice of final determination shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided or, if consistent with established association procedure, delivered by electronic means, provided the sender retains sufficient proof of the electronic delivery, within seven (7) days.
12. The notice of final determination shall contain:
  - (a) The date of issuance
  - (b) Specific citations to applicable law or regulation governing common interest communities that led to the final determination
  - (c) The registration number of the association
  - (d) The name and license number of the common interest community manager
  - (e) The following statement pursuant to Section 55-530 F:

"A complainant may give notice to the Common Interest Community Board of any final adverse decision in accordance with regulations promulgated by the Common Interest Community Board. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the Common Interest Community Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The fee shall be collected by the Director and paid

directly into the state treasury and credited to the Common Interest Community Management Information Fund, § 55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the association that made the final adverse decision."

The contact information for the CICO follows:

Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400  
Richmond, VA 23233-1463  
804-367-2941  
email: [cicombudsmanoffice@dpor.virginia.gov](mailto:cicombudsmanoffice@dpor.virginia.gov)

13. This association complaint procedure will be made readily available upon request to all members of the association and citizens.
14. There is no appeal process with relation to a notice of adverse decision other than escalation to the Common Interest Community Board as described in 12(e) above.
15. This association complaint procedure shall be included as an attachment to the association disclosure packet.
16. The Association Board shall amend and restate this Association Complaint Procedure Resolution each time the name, address, telephone number and email address of the Association Manager changes to remain compliant with Section 55-530 E of the Virginia Code.
17. Should any Member need assistance in understanding the Member's rights and the processes available to common interest community Members, the Member may contact Virginia's Office of the CICO for assistance. The CICO contact information as of the date of this policy follows:

Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400  
Richmond, VA 23233-1463  
804-367-2941  
email: [cicombudsmanoffice@dpor.virginia.gov](mailto:cicombudsmanoffice@dpor.virginia.gov)

18. Complainants Rights Description required by Section 55-530 E 2 of the Code of Virginia, 1950, as amended. In accordance with Section 55-530 F of the Code of Virginia, as amended, a complainant may give notice to the Board of any final adverse decision in

accordance with regulations promulgated by the Board. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25 filing fee. The fee shall be collected by the Director and paid directly into the state treasury and credited to the Common Interest Community Management Information Fund, § 55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the association that made the final adverse decision.

19. The Association Complaint Form, all attachments thereto and a copy of the Complaint Response correspondence (Complaint File) shall be retained by the Association for not less than one (1) year after the Board renders a decision on the Complaint. The Complaint File shall be eligible for review and duplication solely by the Association's Board of Directors, the Association Manager and the Complainant(s) who submitted the original Complaint Form, provided however, the Complaint File shall be produced upon order of an appropriate judicial or administrative body having jurisdiction over the Association.

IN WITNESS WHEREOF the Board of Directors of the *Ferguson Glads Owner's Association, Inc.* has set their hands on this 9 day of February 20 16.


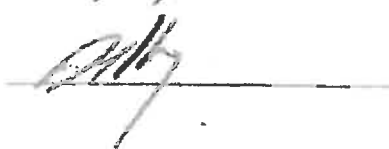
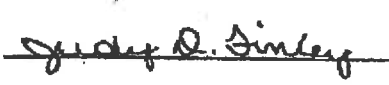




  
  
  
  
  
  


Exhibit A

**FERGUSON GLADE OWNER'S ASSOCIATION, INC.  
COMPLAINT FORM**

This Form is available to all Association Owners as required by Section 55-530.E of the Code of Virginia, 1950, as amended (Virginia Code). Please complete and return this Form to the Association's Manager at least five (5) days prior to the next scheduled regular Board of Directors Meeting to ensure review at that meeting. The Board will provide a written response to any submitted Association Complaint Form within seven (7) days of the Board Meeting during which the complaint is reviewed.

Member "Complainant" Name (Printed): \_\_\_\_\_

Member "Complainant" Name (Signature): \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Please outline and/or address your specific complaint and attach to this Form. The following documents must be included in order to ensure processing of this form in a timely manner:

- o The Common Interest Community law or regulation which the Complainant believes the association is not adhering to.
- o To the extent the Complainant has knowledge of the law or regulation applicable to the complaint, the Complainant shall provide that reference.
- o Copies of any relevant correspondence between the association, association manager, and/or the board of directors regarding the complaint contained in the form.
- o Any other documentation which would assist the board in making a determination regarding the complaint.
- o The requested action or resolution desired by the Complainant.

Forward the completed Association Complaint Form and all attachments to:

***Ferguson Glade Owner's Association, Inc.***

ATTN: Dana Shotts-Neff  
603 Pilot House Drive, Suite 300  
Newport News, VA 23606  
(757) 534-7751 Phone  
(757) 534-7765 Fax  
e-mail: [dsneff@1cbm.com](mailto:dsneff@1cbm.com)





Should you need assistance in understanding your rights and the processes available to common interest community Members, you may contact Virginia's Office of the Common Interest Community Ombudsman (CICO) for assistance. The CICO may be reached:

Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400  
Richmond, VA 23233-1463  
804-367-2941  
email: [cicombudsmanoffice@deor.virginia.gov](mailto:cicombudsmanoffice@deor.virginia.gov)

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**This Block for Association Use Only:**

Date Complaint Received by the Association's Manager: \_\_\_\_\_

Printed Name of Association Manager who received Complaint:

\_\_\_\_\_  
Signature of Association Manager to certify Date of Complaint Received:

\_\_\_\_\_  
Date Complaint Reviewed by the Board of Directors: \_\_\_\_\_

Date Complaint Response forwarded to Complainant: \_\_\_\_\_

Printed Name of Person who prepared Response:

\_\_\_\_\_  
Signature of Person who prepared Response:

\_\_\_\_\_  
Please attach a copy of the Response to this Association Complaint Form.

**Complainant's Rights Description required by Section 55-530 E.2 of the Virginia Code**

In accordance with Section 55-530.F of the Code of Virginia, as amended, an Association Complainant may give notice to Virginia's Common Interest Community Board (The Board) of any final adverse decision in accordance with regulations promulgated by the Board. The notice shall be filed within 30 days of the final adverse decision, shall be in writing on forms prescribed by the Board, shall include copies of all records pertinent to the decision, and shall be accompanied by a \$25.00 filing fee. The fee shall be collected by the Director of Professional and Occupational Regulation and paid directly into the state treasury and credited to the Common Interest Community Management Information Fund, § 55-530.1. The Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the member. The Director shall provide a copy of the written notice to the Association that made the final matter adverse decision.

# **Ferguson Glade Owner's Association Policy Resolution**

## **Collection Policy**

**A RESOLUTION PERTAINING TO:** The Associations' policy for collection of residential assessments.

**AUTHORITY FOR THE RESOLUTION:** The authority for this resolution is provided in the Declaration of Covenants, Conditions, and Restrictions of the Coventry Planned Unit Development, the Declaration of Covenants, Conditions, and Restrictions of Ferguson Glade and the Bylaws of Ferguson Glade Owner's Association.

**PURPOSE OF The RESOLUTION:** To establish policies and procedures for collecting residential assessment and effecting relief for non-payment.

**SCOPE OF RESOLUTION:** Prompt payment of assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of the carriage homes. The following policies and procedures define the approach to and procedures for collecting delinquent assessments in a timely and fair manner.

### **COLLECTION POLICY:**

**Annual Assessments:** The Board of Directors adopts the Association's budget prior to the start of each fiscal year (i.e., January 1st). The budget includes the total estimated funds required to meet the operating costs of the Association and any reserve funds needed for repairs, replacement and restoration of common area improvements and the exterior of the carriage homes.

The total amount of the upcoming year's budget is divided by the number of Lots in the Association to derive the annual regular assessment each Lot Owner is obligated to pay. Regular assessments are levied annually and are payable in monthly installments.

**Notice of Assessments:** Notice of the upcoming fiscal year's regular assessments, with a copy of the annual budget, will be sent to each Owner within ten (10) days after the annual Association's meeting. This notice will include the annual amount due and installment amounts due if paid monthly. Assessment and collection notices will be sent by first class mail or hand delivered to an Owner at the address on record with the Association. It is the duty of each Owner to maintain their current contact information with the Association.

**Due Date/Delinquency Date:** Regular monthly assessments are due and payable on the first (1st) day of each month. All other assessments are due and payable on the date specified by the Board in the Notice of Assessment. An Owner's account is deemed delinquent if payment for any assessment is not received at the Association's office (i.e., 100 Wrought Iron Bend, Yorktown, Virginia 23693-4539) prior to or on the due date.

**Charges on Delinquent Assessments:** If an Owner fails to pay in full any assessment or installment thereof within fifteen (15) days after becoming due it shall accrue a late charge in the amount of fifteen (\$15.00) dollars. All late charges shall be due and payable immediately. Partial payments will be received and applied to the owners account but will not prevent additional late charges from being applied to the owner's account. If any assessment is not paid in full for a period in excess of thirty (30) days from the due date, the principal amount unpaid shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum. Late charges and interest are due and payable immediately.

**Application of Payments:** Any payments received by the Association will be applied to the Owner's account in the following order:

- 1) Assessments
- 2) Late charges
- 3) Administrative charges.
- 4) Attorney's fees and legal charges.

**Returned Checks:** Any checks returned by the bank for insufficient funds, stop payment or any other reasons will be charged back to the Owner's account and a twenty five (\$25.00) dollars administrative charge plus any bank fees will be assessed to the Owner's account. Any returned check amount applied to an Owner's account will be reversed which may cause the account to become delinquent.

**Payment Plans:** Any owner who is unable to pay their delinquent account in full will be entitled to make a request for a payment plan to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant a payment plan request. If a payment plan is approved and agreed to by both the Board of Directors and the Owner, additional late charges from the Owner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was initially approved.

**Collection Costs.** Any costs and fees incurred in processing and collecting delinquent accounts, including, without limitation, late and interest charges, charges for preparation of delinquency notices or referral to collection, postage and copies, attorney's fees, and court costs shall become an additional charge

against the owner's account and shall be subject to collection pursuant to this Policy.

**Charges:** Charges assessed against an Owner for violations of the Declaration, Articles of Incorporation, Bylaws, or any rules and regulations adopted by the Board shall be treated as an assessment against the Lot.

**Collection Procedure:** The following procedure will be followed for collecting delinquent assessments:

1. If an assessment remains past due on the 16th day of the month, a late notice will be sent, by first class mail, to the Owner reminding them of their overdue assessment and to inform them that a late charge of fifteen ( \$15.00) dollars has been applied to their account. The late charge is due and payable on the date it is levied. The late notice will include the total amount due on their account.
2. If an Owner's assessment remains delinquent thirty (30) days after the due date a delinquency notice will be sent, by certified first class mail receipt requested and normal first class mail, to the Owner advising the Owner that the account remains delinquent. The notice will contain the following information:
  - a. The total amount due on their account.
  - b. A copy of the Owner's account ledger.
  - c. The address and contact information for disputing the amount due or arranging for payment in full.
  - d. How to request a hearing with the Board of Directors to resolve any outstanding disputes with the account and to request a payment plan.
  - e. A statement informing the Owner that the delinquency must be cured within thirty (30) days and that failure to do so may result

in the account being turned over to the Associations attorney for collections.

3. If the Owner does not pay the account in full within sixty (60) days from the due date, contact the Association to make payment arrangements, or request a hearing with the Board of Directors to discuss the account; it may be immediately transferred to the Association's attorney for collections. Collection actions that may be taken include a lawsuit against the Owner which may result in the garnishment of wages or bank accounts, placement of a lien on the property, and foreclosure of the lien on the property. All costs and fees incurred by the Association in any collection action will be assessed against the Owner. The Board of Directors may take such other action as is authorized by the governing documents including suspension of voting rights and use of recreational facilities.

~~Now therefore, be it resolved that at the board of directors meeting duly held on~~  
January 13, 2015 at which a quorum was present the Board of Directors hereby adopts the above described collection policies and procedures. This resolution shall become effective on January 1, 2015.

Attest:

Secretary

President



Brenda Sours.  
Exp. 7-31-17

**Ferguson Glade Owner's Association (FGOA)  
Policy Resolution**

**Maintenance, Repair and Replacement of Common Area  
Improvements and Carriage Home Exteriors and Roofs  
(As Amended)**

**A RESOLUTION PERTAINING TO:** Association and Owner roles and responsibilities for the maintenance, repair and replacement of the exterior and roofs of the carriage home buildings.

**AUTHORITY FOR THE RESOLUTION:**

**Declaration of Covenants, Conditions and Restrictions of Ferguson Glade**

**Article Seven, Maintenance and Repair of the Lots, Carriage Homes, Townhouses, and Common Area of the Project.**

**Section One. Duties of the Association:** The Association shall cause the Common Area of the Project to be kept in good order, condition and repair and in clean and sanitary condition and appearance, and shall cause to be performed and furnished, at the expense of the Association, all the labor and materials which may at any time be necessary to accomplish the same. The Association shall not be required to maintain any grass, shrubs, trees, flower beds, and gardens on any Lot or any portion of any Lot surrounded by fencing and such maintenance shall be the sole responsibility of the Owner. No repair or maintenance of the exterior of any Carriage Home, Townhouse, Lot, or any portion of or improvements upon the Common Area, other than those of a minor nature as may be established from time to time by the Association, may be made by an Owner without the prior consent of the Association.

**Section Two. Duties of Owner and Association for Exterior and Roofs.** The Association shall cause the exterior and roof of the Carriage Homes and Townhouses to be kept in good order, condition and repair and shall cause to be performed and furnished, at the sole expense of the Owners of such carriage Home or Townhouse, all the labor and materials which may at any time be necessary to accomplish the same. The Association, through its duly authorized and designated agents, shall have the sole right to determine whether any such repair and/or maintenance is necessary and shall have the sole right to determine the method and manner in which such repairs and/or maintenance is to be performed.



**Article Seven, Section Three. Reserve Fund.** The Association shall establish a reserve fund for the replacement of the Common Area of Carriage Homes and Townhouses which it maintains. Such a reserve fund shall set aside monies for the replacement of certain items including, but not limited to, roads, driveways, parking lots, recreational facilities, if any, and building exteriors.

**Article Nine, Section Five. Reserves and Special Assessments.** ... Maintenance, repairs or replacement of the exterior and roofs of the carriage Homes and Townhouses performed by the Association at the sole expense of the Owner of the Carriage Home or Townhouse shall be assessed against the Owners of the Carriage Homes or Townhouses upon which such maintenance and repairs or replacement is performed. ...

#### **Bylaws of Ferguson Glade Owners' Association**

**Article Three. Board of Directors. Section Ten. Powers and Duties;**  
**Paragraph C:** To provide for the maintenance, repair, replacement, operation, improvement and management of the roofs and exterior of the Carriage Homes and Townhouses, Lots and the Common Area, wherever the same are required to be done and accomplished by the Association for the benefit of its Members  
The expenses of the Association are not the expenses of the Owners.

**PURPOSE OF THE RESOLUTION:** This policy is designed to provide guidance for the Board of Directors and Owners of the Association in carrying out their respective responsibilities for maintaining the entire community in a manner that contributes to the residential property values for all Owners.

#### **POLICY AND GUIDELINES:**

**Replacement and Refurbishment Responsibilities** - The FGOA is responsible for planning, funding, and causing to be performed the replacement or refurbishment of the common area improvements (e.g., the roadways, signage, and mailbox enclosures) and certain common elements of the Carriage Homes (e.g., roofing, siding, and wood eaves, rakes and trim boards). The Association conducts a reserve study every 5-years for the purpose of estimating the funding levels required for the replacement and refurbishment to these common area improvements and Carriage Home elements. The reserve study is referenced and adjusted on a yearly basis and serves as a management tool for planning for and funding the necessary replacement or refurbishment projects to be undertaken in any given fiscal year. Replacement and refurbishment projects shall be considered and approved by the Board of Directors at a duly called meeting. When a project is approved by the Board, the following guidelines shall be used to help implement the project.

- Appoint a board member to serve as a liaison to the project manager. The project manager shall be selected and appointed by the Board of Directors.
- Select and approve a contractor to perform the work.
- Establish an implementation schedule and manage schedule changes.
- Negotiate and execute change orders as needed.
- Direct the contractor as to implementation of the work effort and provide field oversight for performance and completion of the contracted work.
- Conduct periodic status reviews with the Board of Directors.
- Inspect all work for satisfactory completion prior to approving invoice payments.

**Preventative and Corrective Maintenance Responsibilities** - The Association is responsible for causing the exterior and roof of the Carriage Homes to be kept in good order, condition and repair and shall cause to be performed and furnished, at the sole expense of the Owners of such carriage Home, all the labor and materials which may at any time be necessary to accomplish the same. The Association shall meet these responsibilities by implementing a comprehensive preventative and corrective maintenance plan consisting of the following elements.

- The Association will contract for yearly inspections of the exterior and roof of the carriage home buildings. The costs for inspections shall be the responsibility of the Association and will be budgeted as an operating expense. The inspection will consist of, at a minimum, the following checks.
  - Check siding for loose or missing pieces, lifting or warping, or any sign of mildew.
  - Check painting surfaces for paint failure (peeling, chipping, blistering, caking), water damage or mildew.
  - Examine all trim for tightness of fit, damage, or decay.
  - Check the condition of caulking where two different materials meet, such as where window and door trim meets the siding.
  - Check for curled, damaged, loose, or missing shingles.
  - Check the lower edge of roof sheathing for water damage.
  - Examine all roof flashing and the flashing around chimneys, vent stacks, roof edges and skylights.
  - Check for cracked or rusting skylights.
  - Check vents and louvers for free air movement.
  - Check for damaged gutters, downspouts, hangers, and strainers.
- The Board of Directors shall review the findings of the inspection with the Contractor and, where deemed necessary for maintaining the integrity of the exterior wrapping, will present the findings and estimated costs for making the

necessary repairs to the Owner. The Owner may elect to make the necessary repairs themselves or they may ask the Association to cause such repairs to be made on their behalf. If the repairs are not made within 45 days of the inspection, the Association will task the Contractor to perform the work needed to correct the deficiencies. If the Association tasks the Contractor to perform the necessary repairs, the costs of such repairs shall be charged to the Owner as a special assessment. Each Owner will be given thirty (30) days notice prior to the inspection and corrective maintenance activities.

- The Owner of a Carriage Home is responsible for the maintenance, repair, and replacement of the windows, front and rear entrance doors, and garage doors. Any deficiencies to these components identified during the yearly inspection will be noted in the findings. The Owner shall take corrective actions to remedy the identified deficiencies within 180 days following the inspection.

**Emergency Repairs and Restoration Responsibilities** - Certain repair and restoration needs occur as a result of local natural events (e.g., strong winds, extreme heat and dry weather, hail storms, and hurricanes) or manmade events (e.g., fire, flowing water, and vehicular impacts). The Owner of the Carriage Home damaged by such an event shall be responsible for causing the necessary repairs and restoration to be performed at the sole expense of the Owner. Likewise, it shall be the responsibility of the Owner to cause minor emergency repairs (e.g., roof leaks, siding separation and window leaks) to be performed at the sole expense of the Owner. Such repairs and restoration activities are expected to be completed in a timely fashion. It shall be the responsibility of all Owners to maintain adequate insurance coverage to defray the costs of such events when they do occur.

Now therefore, be it resolved that at a board of directors meeting duly held on May 13, 2014 at which a quorum was present the Board of Directors hereby adopts the following maintenance, repair and replacement policies as amended.

Attest: Judith A. Dinkley for Joyce Moore  
Secretary

[Signature]  
President

**Ferguson Glade Owner's Association (FGOA)  
Policy Resolution**

**Maintenance, Repair and Replacement of Common Area  
Improvements and Carriage Home Exteriors and Roofs**

**A RESOLUTION PERTAINING TO:** Association and Owner roles and responsibilities for the maintenance, repair and replacement of the exterior and roofs of the carriage home buildings.

**AUTHORITY FOR THE RESOLUTION:**

Declaration of Covenants, Conditions, and Restrictions of Ferguson Glade

**Article Seven, Maintenance and Repair of the Lots, Carriage Homes, Townhouses, and Common Area of the Project.**

**Section One. Duties of the Association:** The Association shall cause the Common Area of the Project to be kept in good order, condition and repair and in clean and sanitary condition and appearance, and shall cause to be performed and furnished, at the expense of the Association, all the labor and materials which may at any time be necessary to accomplish the same. The Association shall not be required to maintain any grass, shrubs, trees, flower beds, and gardens on any Lot or any portion of any Lot surrounded by fencing and such maintenance shall be the sole responsibility of the Owner. No repair or maintenance of the exterior of any Carriage Home, Townhouse, Lot, or any portion of or improvements upon the Common Area, other than those of a minor nature as may be established from time to time by the Association, may be made by an Owner without the prior consent of the Association.

**Section Two. Duties of Owner and Association for Exterior and Roofs.** The Association shall cause the exterior and roof of the Carriage Homes and Townhouses to be kept in good order, condition and repair and shall cause to be performed and furnished, at the sole expense of the Owners of such carriage Home or Townhouse, all the labor and materials which may at any time be necessary to accomplish the same. The Association, through its duly authorized and designated agents, shall have the sole right to determine whether any such repair and/or maintenance is necessary and shall have the sole right to determine the method and manner in which such repairs and/or maintenance is to be performed.

**Article Seven, Section Three. Reserve Fund.** The Association shall establish a reserve fund for the replacement of the Common Area of Carriage Homes and

Townhouses which it maintains. Such a reserve fund shall set aside monies for the replacement of certain items including, but not limited to, roads, driveways, parking lots, recreational facilities, if any, and building exteriors.

**Article Nine, Section Five. Reserves and Special Assessments. ...**  
Maintenance, repairs or replacement of the exterior and roofs of the carriage Homes and Townhouses performed by the Association at the sole expense of the Owner of the Carriage Home or Townhouse shall be assessed against the Owners of the Carriage Homes or Townhouses upon which such maintenance and repairs or replacement is performed. ...

### **Bylaws of Ferguson Glade Owners' Association**

**Article Three. Board of Directors. Section Ten. Powers and Duties;**  
**Paragraph C:** To provide for the maintenance, repair, replacement, operation, improvement and management of the roofs and exterior of the Carriage Homes and Townhouses, Lots and the Common Area, wherever the same are required to be done and accomplished by the Association for the benefit of its Members  
The expenses of the Association are not the expenses of the Owners.

**PURPOSE OF THE RESOLUTION:** This policy is designed to provide guidance for the Board of Directors and Owners of the Association in carrying out their respective responsibilities for maintaining the entire community in a manner that contributes to the residential property values for all Owners.

### **POLICY AND GUIDELINES:**

**Replacement and Refurbishment Responsibilities** - The FGOA is responsible for planning, funding, and causing to be performed the replacement or refurbishment of the common area improvements (e.g., the roadways, signage, and mailbox enclosures) and certain common elements of the Carriage Homes (e.g., roofing, siding, and wood eaves, rakes and trim boards). The Association conducts a reserve study every 5-years for the purpose of estimating the funding levels required for the replacement and refurbishment to these common area improvements and Carriage Home elements. The reserve study is referenced and adjusted on a yearly basis and serves as a management tool for planning for and funding the necessary replacement or refurbishment projects to be undertaken in any given fiscal year. Replacement and refurbishment projects shall be considered and approved by the Board of Directors at a duly called meeting. When a project is approved by the Board, the following guidelines shall be used to help implement the project.

- Appoint a board member to serve as a liaison to the project manager.

The project manager shall be selected and appointed by the Board of Directors.

- Select and approve a contractor to perform the work.
- Establish an implementation schedule and manage schedule changes.
- Negotiate and execute change orders as needed.
- Direct the contractor as to implementation of the work effort and provide field oversight for performance and completion of the contracted work.
- Conduct periodic status reviews with the Board of Directors.
- Inspect all work for satisfactory completion prior to approving invoice payments.

**Preventative and Corrective Maintenance Responsibilities** - The Association is responsible for causing the exterior and roof of the Carriage Homes to be kept in good order, condition and repair and shall cause to be performed and furnished, at the sole expense of the Owners of such carriage Home, all the labor and materials which may at any time be necessary to accomplish the same. The Association shall meet these responsibilities by implementing a comprehensive preventative and corrective maintenance plan consisting of the following elements.

- The Association will contract for yearly inspections of the exterior and roof of the carriage home buildings. The costs for inspections shall be the responsibility of the Association and will be budgeted as an operating expense. The inspection will consist of, at a minimum, the following checks.
  - Check siding for loose or missing pieces, lifting or warping, or any sign of mildew.
  - Check painting surfaces for paint failure (peeling, chipping, blistering, caking), water damage or mildew.
  - Examine all trim for tightness of fit, damage, or decay.
  - Check the condition of caulking where two different materials meet, such as where window and door trim meets the siding.
  - Check for curled, damaged, loose, or missing shingles.
  - Check the lower edge of roof sheathing for water damage.
  - Examine all roof flashing and the flashing around chimneys, vent stacks, roof edges and skylights.
  - Check for cracked or rusting skylights.
  - Check vents and louvers for free air movement.
  - Check for damaged gutters, downspouts, hangers, and strainers.
- The Board of Directors shall review the findings of the inspection with the contractor and, where deemed necessary for maintaining the integrity of the exterior wrapping, will task the contractor to perform the work needed to correct the deficiencies. The findings will be presented to the Owner of the carriage

home in question with an estimate of the costs for making the necessary corrections. The costs for such corrective actions will be assessed against the Owners of the Carriage Homes upon which such maintenance is performed. Each Owner will be given thirty (30) days notice prior to the inspection and corrective maintenance activities.

- The Owner of a Carriage Home is responsible for the maintenance, repair, and replacement of the windows, front and rear entrance doors, and garage doors. Any deficiencies to these components identified during the yearly inspection will be noted in the findings. The Owner shall take corrective actions to remedy the identified deficiencies within 180 days following the inspection.

**Emergency Repairs and Restoration Responsibilities** - Certain repair and restoration needs occur as a result of local natural events (e.g., strong winds, extreme heat and dry weather, hail storms, and hurricanes) or manmade events (e.g., fire, flowing water, and vehicular impacts). The Owner of the Carriage Home damaged by such an event shall be responsible for causing the necessary repairs and restoration to be performed at the sole expense of the Owner. Likewise, it shall be the responsibility of the Owner to cause minor emergency repairs (e.g., roof leaks, siding separation and window leaks) to be performed at the sole expense of the Owner. Such repairs and restoration activities are expected to be completed in a timely fashion. It shall be the responsibility of all Owners to maintain adequate insurance coverage to defray the costs of such events when they do occur.

Now therefore, be it resolved that at a board of directors meeting duly held on September 4, 2012 at which a quorum was present the Board of Directors hereby adopts the following maintenance, repair and replacement policies.

Attest: Suzanne Simley  
Secretary

James C. Long  
President

**Ferguson Glade Owner's Association (FGOA)  
Policy Resolution**

**Maintenance of Carriage Home Lots**

**A RESOLUTION PERTAINING TO:** Owner and Association responsibilities for the maintenance of the Carriage Home lots.

**AUTHORITY FOR THE RESOLUTION:**

**Declaration of Covenants, Conditions and Restrictions of Ferguson Glade**

**Article Seven, Section One. Duties of the Association:** ... The Association shall not be required to maintain any grass, shrubs, trees, flower beds, and gardens on any Lot or any portion of an Lot surrounded by fencing and such maintenance shall be the sole responsibility of the Owner. ...

**Article Eight, Section Three. Liability of Owner.** ... (ii) should an Owner fail to maintain the lawn, grass, shrubs, trees, flower beds, gardens or fences on the Lot of his Carriage Home or Townhouse in good order, condition and repair, then the Association shall have the right to undertake such repairs, replacement or maintenance as may be necessary under the circumstances and levy a special assessment for the cost thereof against said Owner.

**PURPOSE OF THE RESOLUTION:** This policy is designed to provide guidance for the Board of Directors and Owners of the Association in carrying out their respective responsibilities for maintaining individual Carriage Home Lots in a manner that contributes to the residential property values for all Owners.

**POLICY AND GUIDELINES:**

**Owner Maintenance Responsibilities** - The Owner of a Carriage Home Lot shall be responsible for maintaining their Lot in good order and appearance. The minimum maintenance requirements include:

- Mowing of the lawn at regular intervals so that the height does not exceed eight(8) inches at the maximum.
- Bushes and shrubs are to be trimmed appropriately so as to have a well groomed and manicured appearance and so they will not intrude on neighboring lots or common areas.
- Weeding and mulching of planting beds.
- Removing and replacing plants and trees in poor condition or dead.
- Edging of the lawn along the sidewalk, roadway curbing, and driveway.



- Cultivating, seeding, and fertilizing lawns to ensure a healthy and disease free landscape.

Owners who rent or lease their properties, in no instance, defer any liability for maintaining the Lot to their renters, tenants, or others. The Carriage Home Owner is ultimately responsible for complying with this policy regardless of who resides in the unit.

**Association Responsibilities:** The Board of Directors have a duty to the Association to ensure the Lot maintenance activities are carried out. As such, should an Owner fail to maintain the Lot in good order, condition and repair, the Board of Directors shall undertake such maintenance activities as may be necessary to restore the Lot to a minimally acceptable condition. The cost of such maintenance shall be charged to the Owner as a special assessment due within 30 days from which the maintenance was performed.

**Property Inspections:** The Association will perform periodic inspections of the Lots to assess the condition of the Lots and initiate corrective actions as needed. The inspections will be performed on a bi-weekly basis during the growing season (April thru September) and may be performed on a specific Lot in response to complaints by other Association member(s). Such inspections will be made on a case-by-case basis, as determined by the Board of Directors.

**Corrective Action Procedures:** When an Owner fails to maintain their Lot in a minimally acceptable manner, the Association will implement the follow procedures:

- The Association Manager will send a letter to the unit owner of the property in question clearly identifying the problem with a reference to the relevant portions of above listed requirements.
- In most cases, the Owner will be given ten (10) days to resolve the problem or contact the Association Manager to request an additional reasonable amount of time, if necessary, to address the problem.
- The Owner may request a hearing with the Board of Directors to resolve any disputes or contributing circumstances.
- If the Owner does not correct the problem within ten (10) days, or does not contact the Association Manager, or ask for a hearing with the Board of Directors, the Board may take one or more of the following actions:
  - Direct the Association Manager to hire a landscape contractor to perform the requisite maintenance on the Lot. The Owner of the Lot will be levied a special assessment equal to the cost of the contractor services.
  - If the Owner continuously fails to maintain the Lot, the Board of Directors may assess fines or charges against the Owner for violations of the Covenants, Conditions and Restrictions of Ferguson Glade. Before any such charges are assessed, the

Owner will be given an opportunity to be heard and to be represented by counsel before the Board.

Now therefore, be it resolved that at a board of directors meeting duly held on September 4, 2012 at which a quorum was present the Board of Directors hereby adopts the following maintenance, repair and replacement policies.

Attest: Sandy Simley  
Secretary

James A. Hays  
President

# **Ferguson Glade Owner's Association, Inc.**

100 Wrought Iron Bend, Yorktown VA 23693, Tel: (757) 867-9200, Fax (757) 766-0249

## **Ferguson Glade Board of Directors**

**RESOLUTION NUMBER: 2007-02**

**Date: 08/21/07**

**A RESOLUTION PERTAINING TO:** Signatures for withdrawal of monies from Ferguson Glades operating and reserve accounts.

**AUTHORITY FOR THE RESOLUTION:** FERGUSON GLADE BYLAWS, Article Six, Section Four. Depository Withdrawals. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Should the Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, in such event, any agreement with such Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement.

**PURPOSE OF THE RESOLUTION:** To authorize signatures for the withdrawal of monies from Ferguson Glade operating and reserve account.

**Now therefore, be it resolved that:** The Board of Directors authorizes monies to be withdrawn from either their operating and/or reserve accounts in the following manner:

- The Board limits signatures authorization to the President of Ferguson Glade, the Vice President of Ferguson Glade, the Treasurer of Ferguson Glade and the Manager of the Association if employed by the association.
- Two signatures will be required on all withdrawals.
- The President and/or Treasurer of Ferguson Glade Owner's Association shall be one of the required signatures for withdrawals from Ferguson Glade's accounts.
- All withdrawals will be recorded with the Treasurer of Ferguson Glade.
- This resolution supersedes / rescinds Resolution Number: 2002-02 dated 11/20/02

**Attest:**

  
Secretary, Kara Latorella

  
President, Fred Ard

# Ferguson Glade Owner's Association, Inc.

100 Wrought Iron Bend, Yorktown VA 23693, Tel: (757) 867-9200, Fax (757) 766-0249

## Ferguson Glade Board of Directors

**RESOLUTION NUMBER:** 2007-01

**Date:** 08/21/07

**A RESOLUTION PERTAINING TO:** Reallocation of funds. The Ferguson Glade Board of Directors is making a temporary Resolution change concerning Ferguson Glade dues allocation and distribution. With Unanimous votes from President Fred Ardis, Vice President Fred Goldman, Secretary Kara Latorella and Treasurer Joe Haxby, the resolution change is as shown below.

**AUTHORITY FOR THE RESOLUTION:** Ferguson Glade Declarations: Article Nine, Section Five. Reserves and Special Assessments. "The Association shall accumulate and maintain reasonable reserves for working capital, operations, contingencies and replacement of the Common Areas. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves."

**PURPOSE OF THE RESOLUTION:** In order to pay for additional legal fees. This temporary resolution is being done in order to increase our General Operating funds without having to raise our dues or make a special assessment to the homeowners.

**SCOPE OF THE RESOLUTION:** Effective September 1, 2007 through December 31, 2007 the dollar amounts allocated between the Ferguson Glade Reserve account and the General Operating accounts will change. The dollar amount per each FG homeowner allocated to the Reserve account will decrease by \$10.00 from \$54.00 to \$44.00. The dollar amount per each FG homeowner allocated to the General Operating account will increase by \$10.00 from \$2.00 to \$12.00.

**Now therefore, be it resolved that:** The Ferguson Glade Board of Directors had determined that this is a reasonable solution to pay legal fees without increasing dues and will greatly benefit the Ferguson Glade Homeowners, thus such resolution is approved. This resolution supersedes / rescinds resolution 2002-01 dated 4/23/02.

Attest:

  
Secretary, Kara Latorella

  
President, Fred Ardis

**Ferguson Glade Board of Directors  
Ferguson Glade Homeowners Association Coventry**

**RESOLUTION NUMBER:** 2002-02

**Date:** 11/20/02

**A RESOLUTION PERTAINING TO:** Signatures for withdrawal of monies from operating and reserve account.

**AUTHORITY FOR THE RESOLUTION:** FERGUSON GLADE BYLAWS, Article Six, Section Four. Depository Withdrawals. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Should the Association employ a Managing Agent, and should in the course of such employment said Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, in such event, any agreement with such Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement.

**PURPOSE OF THE RESOLUTION:** To authorize signatures for the withdrawal of monies from operating and reserve account.

**Now therefore, be it resolved that:** The Board of Directors authorizes monies to be withdrawn from either their operating and/or reserve accounts in the following manner:

- The Board limits signature authorization to the President of Ferguson Glade, the Treasurer of Ferguson Glade, the President of Coventry Homeowners Association, the Treasurer of Coventry Homeowners Association and the Manager of the Association.
- Two signatures will be required on all withdrawals.
- The President or Treasurer of Ferguson Glades' Homeowners Association shall be one of the required signatures for withdrawals from Ferguson Glade's accounts.
- All withdrawals will be recorded with the Treasurer of Ferguson Glade.

**Attest:**

  
**Secretary, Beth Lil**

  
**President Greg Cleckler.**

**Ferguson Glade Board of Directors  
Ferguson Glade Homeowners Association  
Coventry**

**RESOLUTION**

Number: 2002-01

Date: 4/23/02

**A RESOLUTION PERTAINING TO:** Reallocation of funds. The Ferguson Glade Board of Directors is making a temporary Resolution change concerning our dues allocation and distribution. With unanimous votes from President Greg Cleckler, Vice President Leslie Lowery, Secretary Beth Lail and Treasurer Keith Wilmer, the resolution change as shown below.

**AUTHORITY FOR THE RESOLUTION:** CHOA Declarations Article Nine, Section Two. "Any budget created by the Board of Directors while the Declarant is a Class B Member of the Association, shall not require presentation at an annual meeting of the Association and may be adjusted during any budget year as deemed appropriate by the Board.

**PURPOSE OF THE RESOLUTION:** In order to pay for much needed repairs. This temporary resolution is being done in order to increase our General Operating funds without having to raise our dues or make a special assessment to the homeowners.

**SCOPE OF THE RESOLUTION:** Effective May 1, 2002 through December 31, 2002 the dollar amounts allocated between our Reserve account and General Operating accounts will change. The dollar amount allocated to the Reserve account will decrease by \$2.00 from \$18.00 to \$16.00. The dollar amount allocated to the General Operating account will increase by \$2.00 from \$0.00 to \$2.00.

**Now therefore, be it resolved that:** The Ferguson Glade Board of Directors had determined that this is a reasonable solution to make our repairs without increasing dues and will greatly benefit the Ferguson Glade Homeowners, thus such resolution is approved.

Attest: Beth Lail  
Secretary, Beth Lail

Greg Cleckler  
President Greg Cleckler