

RESOLUTION 2018-1
of the
Board of Directors
of
CAMPUS EAST COMMUNITY ASSOCIATION, INC.
Maintenance of Lawns and Planting

WHEREAS, Campus East Associates, Inc, a Virginia corporation ("Declarant"), submitted to record various restrictive covenants to create the subdivision of Campus East ("Association") by Campus East Community Association Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated September 23, 1982, and recorded on January 7, 1983, in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia ("Clerk's Office"), in Deed Book 2234, Page 0760, and the same has been or may be amended from time to time; and

WHEREAS, the Declarant did cause incorporation of Campus East Community Association, Inc., as a non-stock corporation effective October 1, 1982, and thereafter adopted Bylaws of the non-stock corporation ("Bylaws"); and

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

WHEREAS, all Owners in the Association are Members of the Association by pursuant to Article VI of the Declaration, and as such all Owners are subject to all of the covenants, conditions and restrictions in the Declaration pursuant to Article IX, Section 1 of the Declaration; and

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

WHEREAS, for the benefit and protection of the Association and of the individual Members, the Board of Directors deems it desirable to restate and to clarify the Maintenance of Lawn and Planting provisions of the Association's Declaration and Architectural Guidelines, thereby attempting to minimize the necessity of seeking action to enforce such maintenance in or through a court of law; and

GPINS: See Exhibit A attached (too numerous to list)

Prepared By and Return To: Inman and Stricker
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Suite 200
Virginia Beach, Virginia
23452-7350

WHEREAS, the Association's Declaration and Architectural Guidelines contain the following provisions regarding Maintenance of Lawns and Planting:

Article IV of the Association's Declaration of Covenants, Conditions and Restrictions ("Declaration"), entitled Land Use Classifications, Permitted Uses and Restrictions, Section 2, Permitted Uses and Restrictions - Single Family, subsection H, Maintenance of Lawn and Planting, states:

(1) **By Owner**. Each Owner of a Lot within Campus East shall, unless exterior maintenance is otherwise provided for in supplemental Tract Declarations or Master Deeds, keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material; provided, however, that. Such Owner shall not be responsible for maintenance of any other Area as to which Declarant or the Association has assumed the responsibility. Should any Owner fail to perform the acts required by this subsection, Declarant or the Association or its authorized agents shall have the right at any reasonable time to enter upon the Lot of such Owner to plant, replace, maintain, and cultivate shrubs, trees, grass or other plantings located thereon at cost to the Owner.

(2) **By Declarant or the Association**. Declarant or the Association shall have the right, at any time, to plant, replace, maintain and cultivate shrubs, trees, grass and plantings on any property within Campus East other than on a Lot, and on such easements over an Owner's Lot as may have been granted to Declarant or the Association regardless of whether any Owner or the Association is responsible hereunder for maintenance of such areas. No Owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any such property by Declarant or the Association without the written consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon any property within such other areas, at any reasonable time, for the purpose of planting, replacing, maintaining or cultivating such shrubs, trees, grass or plantings, and shall not be liable for trespass for so doing. Anything herein to the contrary notwithstanding, the Association or its authorized agents shall enter upon any Owner's Lot for the purposes set forth in this subsection only when Owner has failed to maintain the shrubs, trees, grass and plantings as required by this Declaration.

The Association's Architectural Guidelines regarding Landscaping Maintenance and Planting, states:

1. Owners shall keep all shrubs, trees, grass and plantings of every kind on the Lot neatly trimmed, properly cultivated, free of trash, weeds and other unsightly materials. These areas include set-back areas and other areas located between the boundary line of their property and the street or other property to which such property abuts.

1(a). In Campus East & Wesleyan Pines, trees and shrubs that cover or partially cover windows tend to present an unaesthetic appearance. Accordingly shrubs planted under or near front or side windows shall be trimmed so that the view through no portion of the window is obstructed. Trees shall be neatly trimmed and not contact any part of the dwelling as this can cause structural damage.

2. Should any Owner fail to perform the acts described herein, the association shall have the right, at any reasonable time, to enter upon the Owner's Lot to plant, replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon at cost to the Owner.

3. Since few townhomes have front yards suitable for large trees or shrubs, an application is required and will be considered on a case by case basis, looking primarily at the potential effects of the proposed planting on neighboring and adjacent properties. Any planting of trees or flowers in the front or side yard area of each home should be surrounded by a hardwood mulch bed and be kept free of weeds.

4. Lawn decorations shall be kept in good repair. Owners should use caution to assure their choice in lawn décor is not offensive when visible from neighboring properties. If an ornament becomes damaged, it is the responsibility of the Owner to remove or repair that item.

5. Climbing vines such as English Ivy and Virginia Creeper are strongly discouraged and should be avoided. No vines shall be allowed to climb on a structure such as a house, shed or fence

6. Owners may not plant or install anything on the Common Areas without the prior written approval of the Board of Directors.

7. Owners will not at any time cover any part of their yard, front, back or side with cement or any other impervious material without an approved Application. Installation of any such material without an approved Application will require immediate removal of the material.

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 resale disclosure packages prepared pursuant to Section 55-512 of the Property Owners' Association Act and by recording this Resolution in the Clerk's Office.

NOW THEREFORE, the Board of Directors of Campus East Community Association, Inc. (the "Board") does hereby adopt this Resolution in order to confirm and state the following:

The Association's Board of Directors shall enforce the Maintenance of Lawns and Planting provisions set forth in the Declaration and Architectural Guidelines as follows:

1. Driveways are to be kept free and clear at all times of any type of vegetation growth such as grass, weeds, moss, and vines.
2. Lawn areas must be maintained with grass or other approved ground cover.
3. Grass height shall not exceed 7 inches.
4. All curbs, gutter pans, sidewalks, driveways, fences, etc. must be properly trimmed, edged, and maintained free of debris/trash, including areas behind fences and along easements. Diagram 1-A provides details of homeowners responsibilities.
5. As defined by the City of Virginia Beach ordinance, homeowners are responsible for the removal of snow and ice from sidewalks in front of and/or directly adjacent to their property.
6. All shrubs, hedges and trees, must be neatly trimmed, properly maintained, and free of harmful bugs and diseases.
7. Any dead vegetation, including but not limited to shrubs, hedges, trees, and plants must be removed.
8. Shrubs, hedges, trees or other plants may not encroach on sidewalks or obstruct the view of vehicular or pedestrian traffic.
9. All flowerbeds must be free of grass and weeds.

Notification of Violation

1. The Association will place a tag on each property in violation of this resolution. Homeowner will have 72 hours to come into compliance. See Exhibit 2-A.
2. Rental Properties will also be sent an e-mail notifying the Property Owners of the violation. Rental Property Managers, Homeowners who are renting their property, or any other entity that manages the property but does not physically live on the property will be required to provide the Association Office with a valid E-mail address in order to provide the 72 hour notice as required by the Virginia Property Owners Association Act.

Charge for Non-Compliance

A one-time charge of \$50.00 as authorized the Virginia Property Owners Association Act and after due process will be assessed to all properties that do not come into compliance within the 72 hour period.

Costs of Enforcement Any Owner found to be in violation of these provisions will also be responsible for all attorneys' fees, administrative costs, including any postage fees and court costs that may result in the enforcement of the Association's Declarations, Bylaws, Architectural Guidelines and Resolutions. Such fees and costs shall have the same force and effect as if the charge was a part of the Common Expense attributable to such Owner.

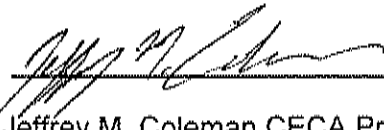
CERTIFICATION

The undersigned President of the Association does hereby certify that this Resolution 2018-1 of the Board of Directors of Campus East Community Association, Inc. has been approved by a vote of more than a majority of the Members of the Board of Directors, as evidenced by their approval on file with the Association.

EXECUTED on the date first written above by a duly authorized officer of the Association.

Campus East Community Association Inc.

A Virginia Non-Stock Corporation

By: 

Jeffrey M. Coleman CECA President

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____

The foregoing instrument was acknowledged this _____ day of _____ 2018, before me, the undersigned Notary Public, by Jeffrey M. Coleman, President of Campus East Community Association, Inc.

Notary Public

Notary Registration Number _____

My Commission Expires: _____