

MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION # 4

(as amended on July 13, 2010)

COVENANTS COMMITTEE CHARTER

Whereas, Article 4, Section 4.1 of the Bylaws for Meadows at Morris Farm Community Association ("Bylaws") provides that Meadows at Morris Farm Community Association ("Association") Board of Directors ("Board") "shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the members" ; and;

Whereas, Article 9, Section 9.1 of the Association's Declaration provides that a Covenants Committee shall be appointed by the Board of Directors;

Whereas, Article 9, Section 9.1 of the Declaration provides that the purposes of the Covenants Committee include, among other things, to (1) assure that the property within the Meadows at Morris Farm community is being maintained in a manner that provides for visual harmony and soundness of repair and avoids activities deleterious to the aesthetic or property values of the community, (2) to regulate the external design, appearance, use and upkeep of the community, and (3) to review applications for architectural and other external modifications or improvements;

Whereas, for the benefit of the Association and its Members, the Board deems it necessary to set forth the Covenants Committee's responsibilities and guidelines for conduct of the Covenants Committee;

NOW THEREFORE, be it resolved that the following procedures for the Covenants Committee are hereby adopted and implemented herewith:

[Note: capitalized terms used in this Resolution shall have the same meanings specified in the definitions located in Section 1.1 of the Association's Declaration.]

A. RESPONSIBILITIES / AUTHORITY

1. The Covenants Committee (the "Committee") shall serve as an architectural review board and shall review the external design, signage, appearance, use and Upkeep of the Lots and the improvements thereon, so as to enforce the architectural provisions of the Declaration and related Association Design Guidelines and Rules and Regulations [see, e.g., Declaration, Sec. 9.1(b)(1) and Sec. 9.4];
2. The Covenants Committee shall have the powers specified in Section 9.1 of the Declaration except where specifically limited in this Charter or by subsequent vote or resolution of the Board of Directors;

- a. Any fees established by the Committee related to the processing or review of architectural/design applications (per Section 9.1(b)(2) of the Declaration) require the Board's prior written approval;
 - b. Any changes to architectural/design application forms developed by the Committee or the Board require the Board's prior written approval;
 - c. Any Committee interpretations of the Association Documents (pursuant to Section 9.1(b)(4) of the Declaration) made in response to an Owner's request shall be reviewed by the Board prior to the Committee providing its interpretation to the requesting Owner or otherwise publishing it in any manner. In no event shall a Committee interpretation be binding on the Association or the Board unless such interpretation is approved in writing by the Board, and all such interpretations are subject to modification to account for changes in circumstances or for other good cause as determined by the Board;
 - d. The Committee shall not have the authority to waive enforcement of, or grant variances or exceptions to or from, the Design Guidelines pursuant to Section 9.1(d) of the Declaration except to the extent the waiver, variance or exception is specifically authorized in the Design Guidelines or unless the Committee contains the Board's prior written approval on a case-by-case basis.
- 3. The Covenants Committee shall carry out its duties in manner to preserve and enhance values and maintain a harmonious relationship among Structures and the Property.
 - 4. The Covenants Committee shall serve in such other capacities as may be determined, from time to time, by the Board of Directors in monitoring for compliance with the provisions of the Declaration, Design Guidelines and Rules and Regulations of the Association.
 - 5. Any determination or recommendation of the Covenants Committee shall be submitted to the Board for final approval where required by Section 9.1 of the Declaration, by subsection 2 above of this Resolution, or otherwise by direction of the Board from time to time.

B. ELIGIBILITY

- 1. Covenants Committee candidates and members shall be members of the Association in good standing who are residents of their Lot within the Meadows at Morris Farm community.

2. For purposes of this Resolution, "good standing" shall be defined as (i) the absence of any liens, suspension of privileges, assessment delinquency (i.e., 30+ days delinquent), or pending legal action with the Meadows at Morris Farm Community Association, and (ii) not currently in violation, or previously in violation within the past 60 days, of the Association Documents or Rules and Regulations as determined by the Board or applicable committee after notice and a hearing.

C. **APPOINTMENT AND TERMS**

1. The Committee shall consist of five members appointed by the Board of Directors, but may thereafter be increased in size by the Board of Directors, from time to time.
2. Members of the Committee shall serve for a term of three years, or until their successors are elected and qualified.
3. The Board of Directors shall invite interested candidates to express their desire to serve on the Committee. Recruitment of candidates may be done through the newsletter, word of mouth, announcement at the annual meeting, or by any other means deemed appropriate by the Board. Interested Candidates may submit a written request for appointment to the Board including any personal or professional information which might assist the Board in the appointment process.
4. If the Board of Directors determines that there is insufficient interest or participation in the Committee, or if the Committee is acting inconsistently with its Charter or the Association's governing documents, the Board may disband the Committee until such time as the Board deems appropriate. In the absence of an appointed Covenants Committee, the Board of Directors shall serve in the role of the Covenants Committee.

D. **VACANCY**

1. Any vacancy in the membership of the Covenants Committee shall be filled by the Board to serve for the remaining portion of the term of the originally appointed member.
2. If any vacancy shall occur, the remaining members of the Covenants Committee may continue to act until the vacancy has been filled.

E. **REMOVAL OF COVENANTS COMMITTEE MEMBER**

1. Any member may be removed from the Covenants Committee, with or without cause, by the Board.

2. Any member of the Covenants Committee who is delinquent in the payment of the Annual Assessment may be removed by the Board in its sole discretion.

F. **CHAIRPERSON AND ELECTION OF OFFICERS**

1. The Board shall appoint a Chair of the Covenants Committee. The Chair, or a designee, shall:
 - a. be responsible for conducting meetings of the Covenants Committee and for acting as the Committee's liaison with the Board and the Association's management agent ("Managing Agent");
 - b. attend, or send a designee to, each regularly scheduled business meeting of the Board or submit a written report for inclusion in the Board meeting packet. The Committee Chair will forward any Committee recommendations and/or reports to the Managing Agent at least two weeks before the next regularly scheduled Board meeting for inclusion in the Board meeting packet;
 - c. at Board meetings, present Committee recommendations, update the Board on the status of pending Committee tasks, request assistance from the Board, as needed, and answer any questions the Board may have regarding Covenants Committee assignments. The Board may require additional information from the Committee before a decision is by the Board, and if deemed necessary, may authorize a member of the Board to be responsible for additional follow-up actions identified by the Board, such as additional research, that are needed between meetings. If action is needed between Board meetings, the Managing Agent shall act as the point-of-contact between the Chair and the Board (or authorized Board member).
2. The Covenants Committee shall, by majority vote, elect a Secretary who will be responsible for maintaining accurate minutes of the Covenants Committee meetings and a record of the votes taken at the Covenants Committee meetings, and submitting the minutes and voting record to the Board of Directors in a timely manner.
3. If a member of the Committee other than the Chairperson brings an issue or recommendation to the attention of the Board, a Board member or Managing Agent (other than complaints about the Chairperson's performance), then that member will be re-directed to the Chairperson, who will be responsible for bringing the matter to the full Committee's attention and, if applicable, for presenting the matter to the Board as outlined above.

G. **MEETINGS**

1. The Covenants Committee shall hold regular or special meetings as necessary, which shall be in a location in or near the community that is large enough to accommodate the average or anticipated number of attendees. Meetings of the Committee may be called by the Chair of the Committee and by a majority of the members of the Committee.
2. All Covenants Committee meetings shall be open to Members of the Association. A portion of every Covenants Committee meeting shall be designated for an owner forum. Owner forum will be conducted in accordance with procedures established by the Committee. The Covenants Committee may meet in executive session to discuss matters before the Covenants Committee pursuant to Section 55.1-1816 C of the Virginia Property Owners' Association Act (the "Act"). Any vote of the Committee shall be taken at an open meeting.
3. In order for the membership to be reasonably informed of committee meetings, the Covenants Committee Chair shall ensure that all meetings of the committee are listed in the newsletter or through any other means of posting consistent with Association policy and in manner reasonably calculated to be available to a majority of the Association's members.
4. If it is necessary for the Covenants Committee to reschedule or cancel a meeting, the Covenants Committee Chair shall notify the management staff at the earliest possible time so that the membership can be reasonably notified. The Covenants Committee Chair shall be responsible for contacting the members of the Covenants Committee regarding rescheduled or canceled meetings and for ensuring the notice of the rescheduled meeting is published to the Association's members as described above. The Covenants Committee Chair should designate a limited time period on each meeting agenda for homeowner input.
5. A majority of the members of the Covenants Committee present at any meeting shall constitute a quorum.
6. A majority vote of members present at a meeting shall constitute a decision of the Committee.
7. A copy of all minutes, rules, regulations and policy statements of the Covenants Committee shall be filed with the records of the Association and shall be maintained by the Association's management agent as a permanent record. The Association shall make copies thereof available to any interested Member in good standing at a reasonable cost or shall make such minutes, rules, regulations and policy statements available to any Member for copying, except for those documents described in Section

55.1-1816.C of the Act, which shall be withheld from inspection and copying.

8. All committee meetings shall be conducted in accordance with Section 55.1-1816 of the Act.
9. When a Committee member attends a Committee meeting involving an issue directly related to that member's Lot or conduct (or the conduct of his/her family members, guests, tenants, etc.), that Committee member shall (i) prior to discussing that issue during the meeting, announce that his/her comments are being made in an individual capacity rather than as a Committee member, (ii) act in a manner so as to not exert, or appear to exert, undue or improper influence over the Committee related to that issue, and (iii) recuse him/herself from Committee deliberations and votes related to that issue.

H. BOARD MEMBERS' RESPONSIBILITIES

The Association's Board members shall adhere to the procedures noted above in their communications or interactions with the Committee or its members. Further, Board members shall not discuss, divulge, interpret or attempt to interpret the Board's actions or decisions with, to or for the Committee or the Committee's members, except to the extent specifically authorized by the Board.

When a Board member attends a Committee meeting involving an issue directly related to that Board member's Lot or conduct (or the conduct of his/her family members, guests, tenants, etc.), that Board member shall, at the beginning of the meeting, announce that he/she is attending in his/her individual capacity rather than as a Board member, and shall act in a manner so as to not exert, or appear to exert, undue or improper influence over the Committee.

I. DEFINITIONS

Except where otherwise defined in this Resolution, all capitalized terms shall have the meanings specified for those terms in the Association's Declaration, as recorded in the County's land records.

The effective date of this Resolution shall be September 1, 2023. This Resolution shall supersede and replace all prior resolutions regarding the Covenants Committee Charter.

Meadows at Morris Farm Community Association

Sam Stover

Sam Stover, President

**MEADOWS AT MORRIS FARM COMMUNITY ASSOCIATION
RESOLUTION ACTION RECORD**

Resolution Type: Administrative No. 4 (as amended)

Pertaining to: Covenants Committee Charter

Duly amended and adopted at a meeting of the Board of Directors of Meadows at Morris Farm Community Association held on August 29, 2023.

Motion by: Doug Allen

Seconded by: Sam Stover

NAME	OFFICE	YES	NO	ABSTAIN	ABSENT
	President/Director	X			
	Vice President/Director	X			
	Secretary/Treasurer/Dir	X			
	Director	X			
	Director	X			

Attest: Hally Giles Date: 8/29/23