

COUNTRY CREEK ASSOCIATION, INC.
NOTICE OF PROPOSED AMENDMENTS TO ASSOCIATION'S
DECLARATION OF COVENANTS

YOUR IMMEDIATE ACTION IS NEEDED

June 1, 2022

Our community is aging, and our governing documents are outdated. We must take action to amend our Declaration of Covenants to bring the Association into alignment with current Virginia standards.

Due to changes in Virginia law, the Board of Directors believes it is necessary for the overall efficiency, operations, and well-being of the community that proposed Amendments to the Declaration must be presented to and adopted by the owners within our community. In an abundance of caution and to ensure that our community continues to be able to operate within its covenants, rules, and regulations in an efficient and cost-effective manner in protection of the community, the Board of Directors is hereby proposing to amend the sections of the Declaration that are enclosed.

If these Amendments are not passed, the Association may lose its ability to protect the safety and aesthetics of the neighborhood, which could result in diminished property values and increased costs to the Association homeowners. Furthermore, enforcement of the covenants, rules, and regulations is necessary in order to protect the value, desirability, and attractiveness of the Country Creek community and to maintain individual property values.

Our community needs all homeowners to participate in the vote.

The proposed amendments to the Declaration are as follows (with new language in italics and bold):

Proposed Amendment to

**Article VI, Section 1 of the Association's Declaration –
Section 1. Creation of the lien and Personal Obligation of Assessments**

EXPLANATION:

This amendment and the one that follows are intended to protect owners and residents of Country Creek Association against the negative effects of delinquent assessment accounts. The proposed language provides for a personal obligation of members to pay for costs of collection and administrative charges incurred by the Association on accounts that are more than thirty (30) days in arrears. It authorizes the Board of Directors to assess attorney fees and declare the fees a lien against the property on these accounts.

**Article VI, Section 1 of the Association's Declaration –
Section 1. Creation of the lien and Personal Obligation of Assessments.**

Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, ***late fees, administrative charges, court costs*** and all costs of collection, including but not limited to attorney's fees incurred by the Association, shall be a charge on the land and

shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late fees, interest, administrative charges, court costs, and costs of collection, including but not limited to attorney's fees incurred by the Association, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title, unless expressly assumed by them. The Association may assess costs of collection and attorney's fees incurred by the Association to the Owner and declare such fees a lien against the lot and the personal obligation of the Owner whether or not court action is initiated.

Proposed Amendment to

Article VI, Section 8 of the Association's Declaration -

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association

EXPLANATION:

This amendment, along with the previous one, is intended to protect homeowners and residents of Country Creek Association against the negative effects of delinquent assessment accounts. The proposed language provides for a personal obligation of members to pay for costs of collection and administrative charges incurred by the Association on accounts that are more than thirty (30) days in arrears. It authorizes the Board of Directors to assess attorney fees and declare the fees a lien against the property on these accounts. Finally, it authorizes the Board of Directors to request late fees on those accounts that are more than thirty (30) days overdue.

Article VI, Section 8 of the Association's Declaration -

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum and shall be subject to a late fee of twenty-five dollars (\$25.00) or such other amount as may be established by the Board of Directors from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability against the property. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area and the recreation facilities or abandonment of their Lot.

Proposed Amendment to

Article XI, Section 1 of the Association's Declaration –

Section 1. Enforcement

EXPLANATION:

This amendment is intended to protect the structural and aesthetic integrity and uniformity of property located within the Association and owned by members, keeping the property safe and maintaining market appeal of the property. This amendment provides authority for the Board of Directors to levy monetary charges against owners who do not comply with the governing documents, rules, or regulations. It also provides for the suspension of owners' privileges who are in violation of the governing documents, rules, or regulations. In all cases, Section 55-513 of the Virginia Code affords the owners with a right to cure violations and an opportunity to participate in a hearing before the Board prior to imposing any charges or suspending the privileges of a Lot Owner.

Article XI, Section 1 of the Association's Declaration –

Section 1. Enforcement.

The Association, or any Owner, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any

covenant or restrict herein contained shall in no event be deemed a waiver of the right to do so thereafter. *The Association shall have the power to assess monetary penalties for violations of the Declaration and any duly adopted policies, rules, or regulations, subject to the procedures and limitations in the Virginia Property Owners' Association Act. Owners shall be assessed monetary penalties for any infraction of the Declaration and any duly adopted policies, rules, or regulations committed by their guests, family members, invitees, and tenants. Monetary penalties shall be treated in the same manner as assessments in this Declaration. In addition, the Association shall have the power to suspend an Owner's privileges and right to use the Common Area for any period during which any assessment against his Lot remains unpaid for more than 60 days, and for a period not exceeding sixty (60) days for any violation of the Declaration and any duly adopted policies, rules, or regulations, subject to the procedures and limitations of the Virginia Property Owners Association Act. The Association shall have the power to suspend an Owner's privileges and right to use the Common Area for any infraction of the Declaration and any duly adopted policies, rules, or regulations committed by an Owner's guests, family members, invitees, and tenants. The Board of Directors may adopt rules and regulations to implement this authority.*

**Proposed Amendment to
Articles I, II, IV, V, VI, Article X and Article XI of the Association's Declaration**

EXPLANATION:

This amendment is intended to update the language of the Association's Declaration, serving to help modernize the language of the document and to bring it into alignment with current standards and practices.

Articles I, II, IV, V, VI, Article X and Article XI of the Association's Declaration

The amendments to the Articles above are solely for the purpose of removing references to the "Declarant", "Class A", and "Class B" member. The terms "Class A" and "Class B" members will be replaced with the terms "Owner" or "Lot Owner" where necessary, and references to the Declarant will be deleted. Sections of the Declaration that solely refer to the Declarant and are no longer applicable will be deleted in their entirety. This amendment is intended to bring the documents into conformity with the current operations of the Association as the "Declarant" entity and "Class B" member no longer exist.