

## Resolution of the Board of Directors of the Woodcreek Farms Homeowners Association

The undersigned, being the Board of Directors of the Woodcreek Farms Homeowners Association (the "Association"), do hereby consent, agree, authorize and resolve that with respect to the Courtyards at Woodcreek (otherwise known as "the Villas"):

In accordance with the provisions of the Governing Documents for Woodcreek Farms or this Resolution or as a part of the Neighborhood Assessment and the accompanying budget for the fifty-seven (57) home sites located within the Courtyards at Woodcreek Neighborhood Budget created and approved by this Board, the Association shall:

1. Provide yard maintenance for the entire yard, where no rear or side fencing limits admittance, as further set forth in the contract for services agreed to by the Board and the vendor providing such service for the Association.
2. For the 2016 budget period (and thereafter, unless the contract for services is amended) execute and maintain a contract that provides for forty (40) service visits per year, with service visits roughly occurring: (a) weekly during the growing season (April-September) and (b) every other week during the non-growing season (October-March), with growing season service visits including: (i) the mowing of turf areas; (ii) the blowing and edging of hardscapes; and (iii) as appropriately scheduled, the trimming of shrubbery and with non-growing season visits including the blowing of hardscapes and the removal of leaves, trash and minor debris from the yards and common areas.
3. Based upon the need of the Association to provide yard maintenance at a uniform cost per unit and upon the fact that consistency with respect to yard design, bedding area layout and plant material content are factors that greatly affect the Association's ability to provide such service at a uniform cost to all Owners, the Architectural Control Committee (the "ACC") shall be notified that they are to enforce the policy of the Association that modification to bedding or plants in yards by Owners, without prior written approval of such change from the Association, is prohibited.
4. As part of the landscape maintenance provided by the Association, replace original plants in the bedding areas, though the Association's responsibility for the replacement of plants shall be limited to original planting material only and then only where such material becomes diseased or dies, after any initial warranty period on planting material has expired. *[Should an owner request and receive written approval and, thereafter, modify the original landscape material in accordance with such approval, the owner shall thereafter bear any and all responsibility for the replacement of such plants included in or affected by the modification. Should an Owner remove or replace plant material without the specific written approval of the Association or otherwise without the consent of the Association, the Owner shall thereafter assume all responsibility for the further replacement of such plants and the Association shall be released from all such*



*responsibility. Any determination as to whether the Association bears responsibility for the replacement of plant material shall be made by the Association's Board in its sole discretion.]*

5. As part of the landscape maintenance provided by the Association, provide a single mulch application to front bedding areas only once per year, which shall be limited to no more than eight (8) yards of mulch for bedding areas. *[Should additional mulch be desired or required, the cost and labor to provide and install such mulch shall become the responsibility of the Unit Owner and must be contracted for with the Associations provider, independent of the Association.]*
6. As part of the landscape maintenance provided by the Association, provide two (2) pine straw applications to rear bedding areas annually, which shall be limited to no more than (6) bales of straw per application for bedding areas. *[Should additional pine straw be desired or required, the cost and labor to provide and install such pine straw shall become the responsibility of the Unit Owner and must be contracted for with the Associations provider, independent of the Association.]*
7. As part of the landscape maintenance provided by the Association, provide fertilizer and weed control periodically to turf and bedding areas.
8. Provide water for the Common Area and yard irrigation through a single irrigation system with water currently provided by the Developer. *[In accordance with the Neighborhood Supplement for the Courtyards at Woodcreek, the Association shall be authorized to control the flow of water through the main access line for the Villas and shall also be authorized to perform irrigation repairs on the systems serving the Units to facilitate the operational integrity of the irrigation system. The Association's responsibility for irrigation repairs shall, however, be limited as follows: (a) should damage to the irrigation system be caused by the actions of a Unit Owner, their guest or invitees, the Association shall have the authority to invoice the Unit Owner for the cost of such repair and (b) the repair of all timers, valves and clocks related to Unit irrigation systems shall be the responsibility of the Unit Owner, as this equipment serves individual Units only. Repairs to these systems may be performed immediately without notice if (i) the Owner fails to perform such repairs in the time allotted in the Notice provided to that Owner that such repairs are required; (ii) the immediate repair of the system is essential to the proper operation of the system or is required to prevent further damage to the landscaping or the system or (iii) the immediate repair of the system is necessary to prevent the loss of an unacceptable amount of water provided by the Developer. For any of the cases cited above, the decision as to whether the work shall be performed and invoiced to the individual Unit Owner shall be that of the Developer or the Board, in its sole discretion.]*
9. Be authorized to control the operation of the irrigation system. *[Such control shall include, but shall not be limited to, limiting or completely stopping the flow of water to the irrigation system for a Unit or Common Area prior to the day that yard maintenance is to be provided and/or on days that yard maintenance is to be provided by the Association.]*
10. Provide pressure cleaning for the exterior of the dwelling on each lot in the Courtyards at Woodcreek in accordance with a contract for services agreed to by the Board and the contractor providing such service. *[Pressure cleaning shall only be provided one (1) time every two (2) years, unless an alternative schedule is decided upon by the Board. Pressure cleaning service*

*will be scheduled for Spring of 2016, but after this initial service in 2016, Units must have been transferred to an owner other than the Builder for a period of at least two (2) years before the Unit's owner shall be entitled to receive such service. The Association shall provide limited gutter maintenance for Units that are pressure cleaned at the time that such pressure cleaning is performed, however, this maintenance shall be performed at the same time that the pressure cleaning is performed only and shall be limited to cleaning out the gutters and washing the exterior of the gutters. Any maintenance or repairs needed to the gutters outside of this service shall be the responsibility of the Unit Owner.]*


11. Provide for maintenance of the Common Areas, Roads and Gate System through Reserves and operating funds as deemed appropriate by the Board.
12. Along with any other items deemed appropriate by the Board, provide for Reserve funding for capital assets, the walls that surround the Neighborhood and the roads that serve the neighborhood.

Adopted this 12<sup>th</sup> day of March, 2016.

By: 

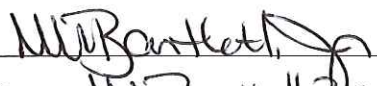
Print Name: Harold V. Pickrel, III

Title: PRGS

By: 

Print Name: EDWIN H. COOPER

Title: AUTH. REP - VICE - PRGS

By: 

Print Name: M.L. Bartlett Jr.

Title: Secretary