

Annual Board Meeting Minutes
High Peak

The Meadows at Prince George High Peak Annual Meeting Minutes

Location: The Pavillion, Scott Park, Prince George

Date: July 8th, 2020

Time: 5:30 p.m.

Agenda details:

- I. **Call to Order:** The meeting was called to order at 5:38 p.m.
- II. **Quorum Certification:** A quorum was established and verified.
- III. **Attendance:** Board Members: Curtis Johnson (president) and Troy King.
Also attending were Susan Kelly-Wyatt (secretary) and Ms. Margie Langston of Great Day Management, and Homeowners of High Peak Subdivision. Sebastian Wyatt (vice president) was excused.
- IV. **Approval of Minutes:** The minutes from February 2019 were approved. Note: minutes for the HOA meeting from October 2019 were not taken.
- V. **Amendment to Allow Annexation:** Ms. Cindy King (homeowner and former president) provided an overview of the actions already completed reference the amendment to allow annexation. The homeowners present were encouraged to participate in collecting the required 2/3 votes (signatures). Attendees took their applicable lists of homeowners (sorted by street). Requested receipt of signatures to Cindy King was July 31, 2020.

- VI. Management Report - Inspections and Financials:** Margie Langston of Great Day Management reported having seen progress in the standards of the neighborhood. The financials were reported as \$19k and a reserve of \$21k and the operating account is within budget. There is a concern about the landscaping costs. As the association is still working on a handful of chronic delinquent accounts, the association will maintain the present cadence of collecting delinquencies.
- VII. Presidents Report:** Curtis Johnson requested homeowners to please communicate if the dog station bags require refills. The neighborhood should take a holistic approach, be mindful of each other and minimize disturbance.
- VIII. Nominations for Board Positions:** the board of directors took names of homeowners interested in board positions (Michelle Davis and Dwayne Simpkins). The agenda item of board positions was postponed until the board is able to discuss.
- IX. General Discussion:** The National Night Out, originally scheduled August 4th has been postponed until October 6th, 2020.
- X. Adjournment**
There being no further business, the meeting was adjourned at 6:26 p.m.

Annual Financials
High Peak



April 9, 2021

To: High Peak Board of Directors

From: Margie Langston, PCAM

RE: 1st Quarter Financial report

Please review the attached financial report for High Peak and let me know if you have any questions or need further detail.

The package includes:

- Balance Sheet
- Income/Expenses 1st quarter compared to Year-to-Date
- Income/Expenses 1st quarter compared to Annual Budget
- Homeowner Balances
- Delinquency Report
- Check Listing
- Bank statements
- General Ledger



Balance Sheet

As of 3/31/2021, Accrual Basis

Great Day Management
8010 Ridge Road, Suite F
Richmond, VA 23229
www.greatdaymanage.com
804-447-5801

High Peak

Assets

Current Asset

Accounts Receivable	9,098.27
Accounts Receivable-Former Owners	989.37
High Peak operating	19,429.09

Total Current Asset

\$29,516.73

Total Assets

\$29,516.73

Liabilities

Current Liability

Accounts Payable	20.30
Prepaid Assoc Fee	6.40

Total Current Liability

\$26.70

Total Liabilities

\$26.70

Equity

Replacement Reserve Fund	20,467.12
Retained Earnings	0.00
Net Income	9,022.91

Total Equity

\$29,490.03

Total Liabilities & Equity

\$29,516.73



Budget vs. Actuals

Accrual basis

Great Day Management
8010 Ridge Road, Suite F
Richmond, VA 23229
www.greatdaymanage.com
804-447-5801

High Peak - 2021 High Peak Budget

Y-T-D

Account	1/1/2021 - 3/31/2021			1/1/2021 - 3/31/2021				
	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	12,672.00	12,672.00	0.00	100.00 %	12,672.00	12,672.00	0.00	100.00 %
Atty/Collection costs reimbursement	131.00	0.00	131.00	--	131.00	0.00	131.00	--
Interest Income	1.79	25.00	(23.21)	7.16 %	1.79	25.00	(23.21)	7.16 %
Late Fee to Owner or HOA	543.39	200.00	343.39	271.70 %	543.39	200.00	343.39	271.70 %
Other Income to Owner or HOA	(545.41)	502.00	(1,047.41)	-108.65 %	(545.41)	502.00	(1,047.41)	-108.65 %
Total for Income	\$12,802.77	\$13,399.00	(\$596.23)	95.55 %	\$12,802.77	\$13,399.00	(\$596.23)	95.55 %
Expenses								
5000 Landscaping								
5010 Grounds - contract	487.50	475.00	12.50	102.63 %	487.50	475.00	12.50	102.63 %
5020 Grounds improvements	0.00	0.00	0.00	--	0.00	0.00	0.00	--
Total for 5000 Landscaping	\$487.50	\$475.00	\$12.50	102.63 %	\$487.50	\$475.00	\$12.50	102.63 %
5100 General & Administrative								
5110 Accounting & Tax Return	37.00	25.00	12.00	148.00 %	37.00	25.00	12.00	148.00 %
5135 Collection costs	62.50	100.00	(37.50)	62.50 %	62.50	100.00	(37.50)	62.50 %
5140 Insurance	648.00	650.00	(2.00)	99.69 %	648.00	650.00	(2.00)	99.69 %
5150 Legal/Professional	1,092.00	175.00	917.00	624.00 %	1,092.00	175.00	917.00	624.00 %
5155 Management Fees	1,320.00	1,320.00	0.00	100.00 %	1,320.00	1,320.00	0.00	100.00 %



Budget vs. Actuals

Accrual basis

Great Day Management
 8010 Ridge Road, Suite F
 Richmond, VA 23229
 www.greatdaymanage.com
 804-447-5801

Account	1/1/2021 - 3/31/2021			1/1/2021 - 3/31/2021				
	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
5159 Other Administrative	10.00	25.00	(15.00)	40.00 %	10.00	25.00	(15.00)	40.00 %
5160 Postage /Mailings	30.31	100.00	(69.69)	30.31 %	30.31	100.00	(69.69)	30.31 %
5180 Social	0.00	0.00	0.00	--	0.00	0.00	0.00	--
Total for 5100 General & Administrative	\$3,199.81	\$2,395.00	\$804.81	133.60 %	\$3,199.81	\$2,395.00	\$804.81	133.60 %
6000 Repairs & Maintenance								
6199 Misc repairs & supplies	92.55	50.00	42.55	185.10 %	92.55	50.00	42.55	185.10 %
Total for 6000 Repairs & Maintenance	\$92.55	\$50.00	\$42.55	185.10 %	\$92.55	\$50.00	\$42.55	185.10 %
Total for Expenses	\$3,779.86	\$2,920.00	\$859.86	129.45 %	\$3,779.86	\$2,920.00	\$859.86	129.45 %
Net Operating Income	\$9,022.91	\$10,479.00	(\$1,456.09)	86.10 %	\$9,022.91	\$10,479.00	(\$1,456.09)	86.10 %
Net Income	\$9,022.91	\$10,479.00	(\$1,456.09)	86.10 %	\$9,022.91	\$10,479.00	(\$1,456.09)	86.10 %



Budget vs. Actuals

Accrual basis

Great Day Management
 8010 Ridge Road, Suite F
 Richmond, VA 23229
 www.greatdaymanage.com
 804-447-5801

High Peak - 2021 High Peak Budget

Annual budget

Account	1/1/2021 - 3/31/2021			1/1/2021 - 12/31/2021				
	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	12,672.00	12,672.00	0.00	100.00 %	12,672.00	12,672.00	0.00	100.00 %
Atty/Collection costs reimbursement	131.00	0.00	131.00	--	131.00	0.00	131.00	--
Interest Income	1.79	25.00	(23.21)	7.16 %	1.79	100.00	(98.21)	1.79 %
Late Fee to Owner or HOA	543.39	200.00	343.39	271.70 %	543.39	250.00	293.39	217.36 %
Other Income to Owner or HOA	(545.41)	502.00	(1,047.41)	-108.65 %	(545.41)	2,008.00	(2,553.41)	-27.16 %
Total for Income	\$12,802.77	\$13,399.00	(\$596.23)	95.55 %	\$12,802.77	\$15,030.00	(\$2,227.23)	85.18 %
Expenses								
5000 Landscaping								
5010 Grounds - contract	487.50	475.00	12.50	102.63 %	975.00	4,750.00	(3,775.00)	20.53 %
5020 Grounds improvements	0.00	0.00	0.00	--	0.00	1,000.00	(1,000.00)	0.00 %
Total for 5000 Landscaping	\$487.50	\$475.00	\$12.50	102.63 %	\$975.00	\$5,750.00	(\$4,775.00)	16.96 %
5100 General & Administrative								
5110 Accounting & Tax Return	37.00	25.00	12.00	148.00 %	337.00	300.00	37.00	112.33 %
5135 Collection costs	62.50	100.00	(37.50)	62.50 %	62.50	800.00	(737.50)	7.81 %
5140 Insurance	648.00	650.00	(2.00)	99.69 %	648.00	1,450.00	(802.00)	44.69 %
5150 Legal/Professional	1,092.00	175.00	917.00	624.00 %	1,324.00	700.00	624.00	189.14 %
5155 Management Fees	1,320.00	1,320.00	0.00	100.00 %	1,760.00	5,280.00	(3,520.00)	33.33 %



Budget vs. Actuals

Accrual basis

Great Day Management
 8010 Ridge Road, Suite F
 Richmond, VA 23229
 www.greatdaymanage.com
 804-447-5801

Account	1/1/2021 - 3/31/2021			1/1/2021 - 12/31/2021				
	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
5159 Other Administrative	10.00	25.00	(15.00)	40.00 %	10.00	100.00	(90.00)	10.00 %
5160 Postage /Mailings	30.31	100.00	(69.69)	30.31 %	30.31	400.00	(369.69)	7.58 %
5180 Social	0.00	0.00	0.00	--	0.00	150.00	(150.00)	0.00 %
Total for 5100 General & Administrative	\$3,199.81	\$2,395.00	\$804.81	133.60 %	\$4,171.81	\$9,180.00	(\$5,008.19)	45.44 %
6000 Repairs & Maintenance								
6199 Misc repairs & supplies	92.55	50.00	42.55	185.10 %	92.55	100.00	(7.45)	92.55 %
Total for 6000 Repairs & Maintenance	\$92.55	\$50.00	\$42.55	185.10 %	\$92.55	\$100.00	(\$7.45)	92.55 %
Total for Expenses	\$3,779.86	\$2,920.00	\$859.86	129.45 %	\$5,239.36	\$15,030.00	(\$9,790.64)	34.86 %
Net Operating Income	\$9,022.91	\$10,479.00	(\$1,456.09)	86.10 %	\$7,563.41	\$0.00	\$7,563.41	0.00 %
Net Income	\$9,022.91	\$10,479.00	(\$1,456.09)	86.10 %	\$7,563.41	\$0.00	\$7,563.41	0.00 %



Check Detail

From 1/1/2021 to 3/31/2021

Great Day Management
8010 Ridge Road, Suite F
Richmond, VA 23229
www.greatdaymanage.com
804-447-5801

Check Date	Check Number	Property or company	Name	Memo	Amount
High Peak operating					
1/4/2021	206	High Peak	Great Day Management	Management fee	440.00
1/4/2021	207	High Peak	Solodar & Solodar		62.50
1/21/2021	208	High Peak	Craze Law, PLLC	Attorney fees	715.00
1/21/2021	209	High Peak	Berkley Insurance Company	10052205 account number	648.00
1/27/2021	210	High Peak	Dog Waste Depot		92.55
1/31/2021	211	High Peak	Great Day Management	Payout of management income	9.34
2/1/2021	212	High Peak	Great Day Management	1099 preparation	37.00
2/1/2021	213	High Peak	Great Day Management	Management fee	440.00
2/28/2021	215	Multiple	Great Day Management	Payout of management income	50.72
3/1/2021	216	High Peak	Great Day Management	Management fee	440.00
2/3/2021		Multiple	Alliance Bank	Return homeowner hoa payment	168.40
3/3/2021	217	High Peak	Craze Law, PLLC	Collection fees	377.00
3/10/2021	218	High Peak	Great Day Management	Printing and postage	10.01
3/11/2021	219	High Peak	J&S Lawn Care LLC	1001 - High Peak Homeowner Association	487.50
3/31/2021	220	High Peak	Great Day Management	Payout of management income	21.44
Total for High Peak operating					\$3,999.46

Summary by bank account

Bank Account	Amount
High Peak operating	3,999.46
Grand total	\$3,999.46



Alliance Association Bank

Alliance Association Bank, a division of Western Alliance Bank.
Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

Last statement: February 28, 2021

This statement: March 31, 2021

Total days in statement period: 31

HIGH PEAK SUBDIVISION ASSOCIATION INC
C/O GREAT DAY MANAGEMENT, INC.
OPERATING
8010 RIDGE RD SUITE F
HENRICO VA 23229-7288

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Direct inquiries to:
888-734-4567

Alliance Association Bank
3033 W Ray Road, Ste 200
Chandler AZ 85226

THANK YOU FOR BANKING WITH US!

AAB Community Checking

Account number	XXXXXX8107	Beginning balance	\$19,642.78
Enclosures	6	Total additions	1,265.53
Low balance	\$18,685.85	Total subtractions	1,457.78
Average balance	\$19,112.05	Ending balance	\$19,450.53
Avg collected balance	\$19,091		

CHECKS

Number	Date	Amount	Number	Date	Amount
210	03-02	92.55	218	03-10	10.01
215 *	03-01	50.72	219	03-17	487.50
216	03-01	440.00	* Skip in check sequence		
217	03-09	377.00			

CREDITS

Date	Description	Additions
03-02	' ACH Credit BUILDUM 231838 210302 CC-0301-79159	163.07
03-12	' Lockbox Deposit	158.40
03-15	' ACH Credit BUILDUM 231838 210315 CC-0312-8A4BC	179.38
03-22	' Lockbox Deposit	158.40

HIGH PEAK SUBDIVISION ASSOCIATION INC
March 31, 2021

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Date	Description	Additions
03-23	' ACH Credit BUILDIUM 231838 210323 ACH-0322-327BD	200.00
03-24	' ACH Credit BUILDIUM 231838 210324 CC-0323-5B5C1	405.78
03-31	' Interest Credit	0.50

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
02-28	19,642.78	03-10	18,835.57	03-22	18,844.25
03-01	19,152.06	03-12	18,993.97	03-23	19,044.25
03-02	19,222.58	03-15	19,173.35	03-24	19,450.03
03-09	18,845.58	03-17	18,685.85	03-31	19,450.53

INTEREST INFORMATION

Annual percentage yield earned 0.03%
Interest-bearing days 31
Average balance for APY \$19,091.66
Interest earned \$0.50

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Alliance Association Bank

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd, Suite 200
Chandler, AZ 85226

03/22/2021

PAY TO THE ORDER OF Dog Waste Depot \$92.55 DOLLARS

FIFTY TWO AND 55/100

Dog Waste Depot
12316 World Trade Drive #102
San Diego CA 92123

VOID AFTER 90 DAYS

MEMO

#000000240# 41224059804 8611788407#

03/02/2021 210 \$92.55

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd, Suite 200
Chandler, AZ 85226

03/28/2021

PAY TO THE ORDER OF Great Day Management \$50.72 DOLLARS

FIFTY AND 72/100

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

VOID AFTER 90 DAYS

MEMO Payout of management income

#000000245# 41224059804 8611788407#

03/01/2021 215 \$50.72

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd, Suite 200
Chandler, AZ 85226

03/01/2021

PAY TO THE ORDER OF Great Day Management \$440.00 DOLLARS

FOUR HUNDRED FORTY

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

VOID AFTER 90 DAYS

MEMO Management fee

#000000246# 41224059804 8611788407#

03/01/2021 216 \$440.00

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd, Suite 200
Chandler, AZ 85226

03/09/2021

PAY TO THE ORDER OF Craze Law, PLLC \$377.00 DOLLARS

THREE HUNDRED SEVENTY SEVEN

Craze Law, PLLC
P.O. Box 1654
Macomber VA 23113

VOID AFTER 90 DAYS

MEMO Collection fees

#000000247# 41224059804 8611788407#

03/09/2021 217 \$377.00

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd, Suite 200
Chandler, AZ 85226

03/10/2021

PAY TO THE ORDER OF Great Day Management \$10.01 DOLLARS

TEN AND 1/100

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

VOID AFTER 90 DAYS

MEMO Printing and postage

#000000248# 41224059804 8611788407#

03/10/2021 218 \$10.01

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd, Suite 200
Chandler, AZ 85226

03/17/2021

PAY TO THE ORDER OF JSS Lawn Care LLC \$487.50 DOLLARS

FOUR HUNDRED EIGHTY SEVEN AND 50/100

JSS Lawn Care LLC
6218 Colburn Dr
Chesapeake VA 23027

VOID AFTER 90 DAYS

MEMO 1001 - High Peak Homeowner Association

#000000249# 41224059804 8611788407#

03/17/2021 219 \$487.50



Alliance Association Bank

Alliance Association Bank, a division of Western Alliance Bank.
Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

HIGH PEAK SUBDIVISION ASSOCIATION INC
C/O GREAT DAY MANAGEMENT, INC.
OPERATING
8010 RIDGE RD SUITE F
HENRICO VA 23229-7288

Last statement: January 31, 2020
This statement: February 29, 2020
Total days in statement period: 29

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Direct inquiries to:
888-734-4567

Alliance Association Bank
3033 W Ray Road, Ste 200
Chandler AZ 85226

THANK YOU FOR BANKING WITH US!

AAB Community Checking

Account number	XXXXXX8107	Beginning balance	\$13,360.21
Enclosures	5	Total additions	5,912.31
Low balance	\$14,834.44	Total subtractions	1,029.55
Average balance	\$16,313.75	Ending balance	\$18,242.97
Avg collected balance	\$16,082		

CHECKS

Number	Date	Amount	Number	Date	Amount
151	02-10	490.20	154	02-05	34.00
152	02-12	426.31	155	02-18	40.00
153	02-10	39.04			

CREDITS

Date	Description	Additions
02-03	' Remote Deposit	1,474.23
02-04	' ACH Credit	158.40
	FORTE 231838 200204	
	ACH-0203-2AD8A	
02-04	' Lockbox Deposit	316.80
02-06	' Remote Deposit	158.40
02-06	' Lockbox Deposit	316.80
02-10	' Lockbox Deposit	792.00
02-11	' Lockbox Deposit	475.20

Date	Description	Additions
02-12	' ACH Credit FORTE 231838 200212 ACH-0211-67D4D	158.40
02-18	' Lockbox Deposit	316.80
02-19	' Lockbox Deposit	160.00
02-21	' Lockbox Deposit	316.80
02-24	' Remote Deposit	158.40
02-24	' Lockbox Deposit	158.40
02-25	' Lockbox Deposit	475.20
02-27	' Lockbox Deposit	316.80
02-28	' Lockbox Deposit	158.40
02-29	' Interest Credit	1.28

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
01-31	13,360.21	02-11	16,488.80	02-25	17,766.49
02-03	14,834.44	02-12	16,220.89	02-27	18,083.29
02-04	15,309.64	02-18	16,497.69	02-28	18,241.69
02-05	15,275.64	02-19	16,657.69	02-29	18,242.97
02-06	15,750.84	02-21	16,974.49		
02-10	16,013.60	02-24	17,291.29		

INTEREST INFORMATION

Annual percentage yield earned	0.10%
Interest-bearing days	29
Average balance for APY	\$16,082.68
Interest earned	\$1.28

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Alliance Association Bank

DO NOT ACCEPT THIS CHECK without confirming presence of ALL Official Watermark on back. Other security features are listed on back.

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

02/04/2020

181

PAY TO THE ORDER OF Great Day Management \$490.20
DOLLARS

FOUR HUNDRED NINETY AND 20/100

VOID AFTER 90 DAYS

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

MEMO Multiple bills

Marcie Loveston
AUTHORIZED SIGNATURE

⑈000000151⑈ ⑆122105980⑆ 8611788107⑈

02/10/2020 151 \$490.20

DO NOT ACCEPT THIS CHECK without confirming presence of ALL Official Watermark on back. Other security features are listed on back.

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

02/04/2020

152

PAY TO THE ORDER OF Sofdar & Sofdar \$426.31
DOLLARS

FOUR HUNDRED TWENTY SIX AND 31/100

VOID AFTER 90 DAYS

Sofdar & Sofdar
4625 Radford Ave.
Suite 201
Richmond VA 23230

MEMO Collections costs

Marcie Loveston
AUTHORIZED SIGNATURE

⑈000000152⑈ ⑆122105980⑆ 8611788107⑈

02/12/2020 152 \$426.31

DO NOT ACCEPT THIS CHECK without confirming presence of ALL Official Watermark on back. Other security features are listed on back.

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

02/04/2020

153

PAY TO THE ORDER OF SouthData, Inc. \$39.04
DOLLARS

THIRTY NINE AND 4/100

VOID AFTER 90 DAYS

SouthData, Inc
201 Technology Lane
Mount Airy NC 27030-6584

MEMO E10715 - Pencil Statements

Marcie Loveston
AUTHORIZED SIGNATURE

⑈000000153⑈ ⑆122105980⑆ 8611788107⑈

02/10/2020 153 \$39.04

DO NOT ACCEPT THIS CHECK without confirming presence of ALL Official Watermark on back. Other security features are listed on back.

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

02/09/2020

154

PAY TO THE ORDER OF Great Day Management \$34.00
DOLLARS

THIRTY FOUR

VOID AFTER 90 DAYS

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

MEMO 1509 E File Charge reimbursement to Great Day

Marcie Loveston
AUTHORIZED SIGNATURE

⑈000000154⑈ ⑆122105980⑆ 8611788107⑈

02/05/2020 154 \$34.00

DO NOT ACCEPT THIS CHECK without confirming presence of ALL Official Watermark on back. Other security features are listed on back.

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

02/18/2020

155

PAY TO THE ORDER OF Great Day Management \$40.00
DOLLARS

FORTY

VOID AFTER 90 DAYS

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

MEMO 1509 - Annual box storage fee

Mm
AUTHORIZED SIGNATURE

⑈000000155⑈ ⑆122105980⑆ 8611788107⑈

02/18/2020 155 \$40.00



Alliance Association Bank

Alliance Association Bank, a division of Western Alliance Bank.
Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

HIGH PEAK SUBDIVISION ASSOCIATION INC
C/O GREAT DAY MANAGEMENT, INC.
OPERATING
8010 RIDGE RD SUITE F
HENRICO VA 23229-7288

Last statement: January 31, 2021
This statement: February 28, 2021
Total days in statement period: 28

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XXXXXX8107
(4)

Direct inquiries to:
888-734-4567

Alliance Association Bank
3033 W Ray Road, Ste 200
Chandler AZ 85226

THANK YOU FOR BANKING WITH US!

AAB Community Checking

Account number	XXXXXX8107	Beginning balance	\$17,262.65
Enclosures	4	Total additions	3,749.87
Low balance	\$16,214.38	Total subtractions	1,369.74
Average balance	\$18,179.47	Ending balance	\$19,642.78
Avg collected balance	\$18,077		

CHECKS

Number	Date	Amount	Number	Date	Amount
208	02-02	715.00	213	02-01	440.00
211 *	02-01	9.34	* Skip in check sequence		
212	02-01	37.00			

DEBITS

Date	Description	Subtractions
02-03	' Return Deposit Item	158.40
02-03	' Direct S/C CHARGE BACK FEE	10.00

CREDITS

Date	Description	Additions
02-02	' Lockbox Deposit	158.40
02-03	' ACH Credit BUILDIUM 231838 210203 CC-0202-3B8B7	163.07

Date	Description	Additions
02-04	' ACH Credit BUILDIUM 231838 210204 ACH-0203-F85CC	158.40
02-04	' Lockbox Deposit	475.20
02-08	' ACH Credit BUILDIUM 231838 210208 CC-0205-21733	163.07
02-08	' ACH Credit BUILDIUM 231838 210208 CC-0206-D81D9	245.70
02-08	' Lockbox Deposit	475.20
02-09	' Remote Deposit	158.40
02-10	' Lockbox Deposit	158.40
02-12	' ACH Credit BUILDIUM 231838 210212 CC-0211-76102	163.07
02-12	' Lockbox Deposit	316.80
02-17	' Lockbox Deposit	158.40
02-23	' Lockbox Deposit	316.80
02-26	' ACH Credit BUILDIUM 231838 210226 CC-0225-CE9E2	163.07
02-26	' ACH Credit BUILDIUM 231838 210226 ACH-0225-69B76	475.20
02-28	' Interest Credit	0.69

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
01-31	17,262.65	02-08	17,731.95	02-23	19,003.82
02-01	16,776.31	02-09	17,890.35	02-26	19,642.09
02-02	16,219.71	02-10	18,048.75	02-28	19,642.78
02-03	16,214.38	02-12	18,528.62		
02-04	16,847.98	02-17	18,687.02		

INTEREST INFORMATION

Annual percentage yield earned	0.05%
Interest-bearing days	28
Average balance for APY	\$18,077.65
Interest earned	\$0.69

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
2033 W. Ray Rd. Suite 200
Chandler, AZ 85226

01/21/2021

PAY TO THE ORDER OF Craze Law, PLLC \$715.00 DOLLARS

SEVEN HUNDRED FIFTEEN

Craze Law, PLLC
P.O. Box 1654
Medford VA 23113

VOID AFTER 90 DAYS

MEMO Attorney fees

AUTHORIZED SIGNATURE

#000000208# ⑆122105980⑆ 8611788107⑆

02/02/2021 208 \$715.00

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
2033 W. Ray Rd. Suite 200
Chandler, AZ 85226

01/21/2021

PAY TO THE ORDER OF Great Day Management \$9.34 DOLLARS

NINE AND 34/100

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

VOID AFTER 90 DAYS

MEMO Payroll management/home

AUTHORIZED SIGNATURE

#000000211# ⑆122105980⑆ 8611788107⑆

02/01/2021 211 \$9.34

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
2033 W. Ray Rd. Suite 200
Chandler, AZ 85226

02/01/2021

PAY TO THE ORDER OF Great Day Management \$37.00 DOLLARS

THIRTY SEVEN

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

VOID AFTER 90 DAYS

MEMO 1099 preparation

AUTHORIZED SIGNATURE

#000000212# ⑆122105980⑆ 8611788107⑆

02/01/2021 212 \$37.00

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
2033 W. Ray Rd. Suite 200
Chandler, AZ 85226

02/01/2021

PAY TO THE ORDER OF Great Day Management \$440.00 DOLLARS

FOUR HUNDRED FORTY

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

VOID AFTER 90 DAYS

MEMO Management fees

AUTHORIZED SIGNATURE

#000000213# ⑆122105980⑆ 8611788107⑆

02/01/2021 213 \$440.00



January 7, 2020

To: High Peak Board of Directors

From: Margie Langston, PCAM

RE: 4th Quarter Financial report

Please review the attached financial report for High Peak and let me know if you have any questions or need further detail.

The package includes:

- Balance Sheet
- Income/Expenses 4th quarter compared to Annual Budget
- Outstanding Balances and Prepaid balances
- Check Listing
- Bank statements for operating account



Balance Sheet

As of 12/31/2019, Accrual Basis

Prepared By: Great Day
Management
8010 Ridge Road
Suite F
Henrico, VA 23229

High Peak

Assets	
Current Asset	
Accounts Receivable	8,938.88
Accounts Receivable-Former Owners	989.37
High Peak operating	11,951.22
Total Current Asset	\$21,879.47
<hr/>	
Total Assets	\$21,879.47
<hr/>	
Liabilities	
Current Liability	
Prepaid Assoc Fee	318.40
Total Current Liability	\$318.40
Total Liabilities	\$318.40
<hr/>	
Equity	
Retained Earnings	17,573.26
Net Income	3,987.81
Total Equity	\$21,561.07
Total Liabilities & Equity	\$21,879.47



Budget vs. Actuals

Accrual basis

Prepared By: Great Day Management
 8010 Ridge Road
 Suite F
 Henrico, VA 23229

High Peak - High Peak 2019 Budget

Account	10/1/2019 - 12/31/2019			1/1/2019 - 12/31/2019		
	Actual	Budget	% of Budget	Actual	Budget	% of Budget
Income						
Association Fee Income	0.00	0.00	--	12,672.00	12,672.00	100.00 %
Atty/Collection costs reimbursement	145.12	0.00	--	474.72	0.00	--
Disclosure package income	0.00	0.00	--	50.00	0.00	--
Interest Income	3.21	0.00	--	15.85	0.00	--
Late Fee to Owner or HOA	0.00	0.00	--	403.28	0.00	--
Other Income to Owner or HOA	3,490.00	0.00	--	3,490.00	0.00	--
Total for Income	\$3,638.33	\$0.00	0.00 %	\$17,105.85	\$12,672.00	134.99 %
Expenses						
5000 Landscaping						
5010 Grounds - contract	528.75	528.75	100.00 %	2,835.00	2,115.00	134.04 %
5020 Grounds improvements	945.00	0.00	--	945.00	0.00	--
Total for 5000 Landscaping	\$1,473.75	\$528.75	278.72 %	\$3,780.00	\$2,115.00	178.72 %
5100 General & Administrative						
5110 Accounting & Tax Return	0.00	0.00	--	250.00	300.00	83.33 %
5120 Bad debt/Uncollectible acct	0.00	144.00	0.00 %	0.00	144.00	0.00 %
5135 Collection costs	127.12	200.00	63.56 %	1,394.95	800.00	174.37 %
5140 Insurance	0.00	0.00	--	1,426.00	1,400.00	101.86 %

Budget vs. Actuals

Accrual basis

Account	10/1/2019 - 12/31/2019			1/1/2019 - 12/31/2019				
	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
5155 Management Fees	1,320.00	1,320.00	0.00	100.00 %	5,379.00	5,280.00	99.00	101.88 %
5159 Other Administrative	10.00	8.75	1.25	114.29 %	35.00	35.00	0.00	100.00 %
5160 Postage /Mailings	186.02	75.00	111.02	248.03 %	417.83	300.00	117.83	139.28 %
5180 Social	0.00	0.00	0.00	--	0.00	150.00	(150.00)	0.00 %
Total for 5100 General & Administrative	\$1,643.14	\$1,747.75	(\$104.61)	94.01 %	\$8,902.78	\$8,409.00	\$493.78	105.87 %
6000 Repairs & Maintenance								
6199 Misc repairs & supplies	0.00	277.75	(277.75)	0.00 %	435.26	1,111.00	(675.74)	39.18 %
Total for 6000 Repairs & Maintenance	\$0.00	\$277.75	(\$277.75)	0.00 %	\$435.26	\$1,111.00	(\$675.74)	39.18 %
Total for Expenses	\$3,116.89	\$2,554.25	\$562.64	122.03 %	\$13,118.04	\$11,635.00	\$1,483.04	112.75 %
Net Operating Income	\$521.44	(\$2,554.25)	\$3,075.69	0.00 %	\$3,987.81	\$1,037.00	\$2,950.81	384.55 %
Net Income	\$521.44	(\$2,554.25)	\$3,075.69	0.00 %	\$3,987.81	\$1,037.00	\$2,950.81	384.55 %



Check Detail

From 10/1/2019 to 12/31/2019

Prepared By: Great Day
 Management
 8010 Ridge Road
 Suite F
 Henrico, VA 23229

Check Date	Check Number	Property or company	Name	Memo	Amount
High Peak operating					
10/1/2019	137	High Peak	Great Day Management	August & September Postage	70.02
10/3/2019	138	High Peak	Great Day Management	1209 - October Management Fee	440.00
10/8/2019	139	Multiple	J&S Lawn Care LLC	118 - October grounds contract, Fall bush hog, 6 cuts	1,046.25
10/8/2019	140	High Peak	Solodar & Solodar	Collections costs	43.56
11/5/2019	141	Multiple	Great Day Management	Multiple bills	556.00
11/5/2019	142	High Peak	Solodar & Solodar	Collections costs	43.56
11/5/2019	143	High Peak	Treasurer of Virginia	550008668 - Common Interest Community Association Registration Renewal	10.00
11/19/2019	144	Multiple	J&S Lawn Care LLC	119 - November grounds contract, 3 Cuts on Rolling Hill Dr.	251.25
12/3/2019	145	High Peak	Great Day Management	1211 - December Management Fee	440.00
12/10/2019	146	High Peak	J&S Lawn Care LLC	121 - December Grounds Contract	176.25
12/31/2019	147	High Peak	Solodar & Solodar	Collections costs	40.00
Total for High Peak operating					\$3,116.89

Summary by bank account

Bank Account	Amount
High Peak operating	3,116.89
Grand total	\$3,116.89



Alliance Association Bank

Alliance Association Bank, a division of Western Alliance Bank.
Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

HIGH PEAK SUBDIVISION ASSOCIATION INC
C/O GREAT DAY MANAGEMENT, INC.
OPERATING
8010 RIDGE RD SUITE F
HENRICO VA 23229-7288

Last statement: November 30, 2019
This statement: December 31, 2019
Total days in statement period: 31

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Direct inquiries to:
888-734-4567

Alliance Association Bank
3033 W Ray Road, Ste 200
Chandler AZ 85226

*IF YOU ARE A CALIFORNIA RESIDENT, CALIFORNIA LAW MAY PROVIDE YOU WITH
ADDITIONAL RIGHTS REGARDING OUR USE OF YOUR PERSONAL INFORMATION.
TO LEARN MORE ABOUT YOUR CALIFORNIA PRIVACY RIGHTS, PLEASE VISIT
WESTERNALLIANCEBANCORPORATION.COM/ PRIVACY-LEGAL-HOME/
PRIVACY-POLICY*

AAB Community Checking

Account number	XXXXXX8107	Beginning balance	\$12,448.05
Enclosures	2	Total additions	159.42
Low balance	\$11,831.80	Total subtractions	616.25
Average balance	\$11,973.26	Ending balance	\$11,991.22
Avg collected balance	\$11,968		

CHECKS

Number	Date	Amount	Number	Date	Amount
145	12-04	440.00	146	12-13	176.25

CREDITS

Date	Description	Additions
12-26	' Remote Deposit	158.40
12-31	' Interest Credit	1.02

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
11-30	12,448.05	12-13	11,831.80	12-31	11,991.22
12-04	12,008.05	12-26	11,990.20		

INTEREST INFORMATION

Annual percentage yield earned	0.10%
Interest-bearing days	31
Average balance for APY	\$11,968.17
Interest earned	\$1.02

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Alliance Association Bank

High Peak Subdivision Association		High Peak	145
8110 Ridge Road		8110 Ridge Road	
Henrico, VA 23228		Henrico, VA 23228	12/03/2019
MEMO 1211 - December Management Fee			
ORDER OF Great Day Management		\$440.00	
**** FOUR HUNDRED FORTY ****		DOLLARS	
Great Day Management 8010 Ridge Ave. - Suite F Henrico VA 23228		<i>Maria Tomlinson</i>	
MEMO 1211 - December Management Fee			
⑈000000445⑈ ⑆122105980⑆ 8811788107⑈			

12/04/2019 145 \$440.00

High Peak Subdivision Association		High Peak	146
8110 Ridge Road		8110 Ridge Road	
Henrico, VA 23228		8110 Ridge Road	12/13/2019
MEMO 1211 - December Management Fee			
ORDER OF JSS Lawn Care LLC		\$176.25	
**** ONE HUNDRED SEVENTY SIX AND 25/100 ****		DOLLARS	
JSS Lawn Care LLC 8218 Goldburn Dr Chesapeake VA 23137		<i>JSS</i>	
MEMO 1211 - December Grounds Dollars			
⑈000000445⑈ ⑆122105980⑆ 8811788107⑈			

12/13/2019 146 \$176.25

Annual Registration
High Peak

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
11-30-2021

NUMBER
0550008668

COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION



HIGH PEAK SUBDIVISION ASSOCIATION INC
MARGIE LANGSTON
GREAT DAY MANAGEMENT INC
8010 RIDGE ROAD SUITE F
RICHMOND, VA 23229



Mary Bradford
Mary Bradford, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

Articles of Incorporation
High Peak

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, August 21, 2007

This is to certify that the certificate of incorporation of

High Peak Subdivision Association, Inc.

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: August 21, 2007



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

**SGC819
(07/05)**

**ARTICLES OF INCORPORATION
VIRGINIA NONSTOCK CORPORATION**

The undersigned, pursuant to Chapter 10 of Title 13.1 of the Code of Virginia, state(s) as follows:

1. The name of the corporation is

High Peak Subdivision Association, Inc.

2. The corporation is to have no members. Mark this box, if applicable.

OR

The corporation is to have the following class(es) of members:

Class A Members: Shall be all owners with the exception of the Declarant. Class A Members shall be entitled to one vote for each lot owned. When more than one person holds interest in any lot all such Person's shall be members. The vote for each lot shall be exercised as they among themselves determine, but no more than one vote shall be cast with respect to any lot.

Class B Members: The class B Member shall be the Declarant which shall be entitled to three (3) votes for each lot owned. The class B membership shall terminate and become class A membership on the first to occur of the following (a) when seventy five percent (75%) of the total anticipated number of lots that may be developed on the property have certificates of occupancy issued thereon and have been conveyed to Persons other than the Builders, (b) on September 1, 2017, or (c) when the class B member in his discretion determines and voluntarily relinquishes such right in written instrument executed by the Declarant and recorded in the Clerk's Office at the Circuit Court of Prince George County, Virginia.

3. The directors of the corporation shall be elected or appointed as follows:

Number and Term: The affairs of the Association shall be managed by the Board of Directors. Until the expiration or termination of the Class B membership as provided in the Declaration (the period from the date of recordation of the Declaration in the Clerk's office of the Circuit Court of Prince George County, Virginia, to the date of such expiration or termination of the Class B membership shall be referred to herein as the "Declarant Control Period"), the Board of Directors shall be comprised of at least two (2) Directors, but not more than five (5) Directors, none of whom need to be Members, and all of such Directors shall be appointed by the Declarant. At the first annual meeting after the expiration of the Declarant Control Period, the Members shall elect five (5) directors. The three (3) persons receiving the highest number of votes shall serve for terms of two (2) years each. The persons receiving the fourth and fifth highest number of votes shall serve for terms of one (1) year each. Thereafter, Directors shall serve for terms of two (2) years each. Directors may be elected for an unlimited number of terms.

4. A. The name of the corporation's initial registered agent is

Russell H. Malone, III

- B. The initial registered agent is (mark appropriate box):

- (1) an individual who is a resident of Virginia and
 an initial director of the corporation.
 A member of the Virginia State Bar.

OR

- (2) A domestic or foreign stock or nonstock corporation, limited liability company, or Registered limited liability partnership authorized to transact business in Virginia.

A. The corporation's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is

3650 Gaskins Rd. Suite 120 Richmond Va. 23233
(number/street) (city or town) (state) (zip)

B. The registered office is physically located in the county or city of Henrico County, Virginia.

6. The initial directors are (see instructions):

NAME(S)	ADDRESS(ES)
<u>Russell H. Malone, III</u> Russell H. Malone, III	<u>9604 Cragmont Drive Richmond, Va. 23229</u>
<u>Randolph L. Simmons</u> Randolph L. Simmons	<u>2213 Dartford Rd. Richmond Va. 23229</u>

7. INCORPORATOR(S):

<u>Russell H. Malone, III</u>	<u>Russell H. Malone, III</u>
<u>Randolph L. Simmons</u>	<u>Randolph L. Simmons</u>
SIGNATURE(S)	PRINTED NAME(S)

Telephone number (optional): (804) 747-3391

See instructions on the reverse.

Budget
High Peak

Bylaws
High Peak

BY-LAWS
OF
HIGH PEAK SUBDIVISION ASSOCIATION INC.
(THE MEADOWS OF PRINCE GEORGE SUBDIVISION)

ARTICLE 1

Meetings of Members.

1.1 *Places of Meetings.* All meetings of the Members shall be held at such place, either within or without the Commonwealth of Virginia, as from time to time may be fixed by the Board of Directors and/or the person or entity calling the meeting.

1.2 *Annual Meetings.* The first annual meeting of the Members shall be held on Monday, _____, 201__ at 7 p.m. and annual meetings shall be held each year thereafter on [the _____ Monday in _____, at 7 p.m.], if that day is not a legal holiday. If that day is a legal holiday, the annual meeting shall be held on the next succeeding day not a legal holiday. The purposes of annual meetings are (a) following the expiration of the Class B membership, the election of Directors, and (b) the transaction of such other business as may come before the meeting.

1.3 *Special Meetings.* A special meeting of the Members for any purpose or purposes may be called at any time in the manner provided for in the Articles of Incorporation and/or by applicable laws. At a special meeting no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting.

1.4 *Notice of Meetings.* Written or printed notice stating the place, day and hour of every meeting of the Members and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed not less than ten nor more than sixty days before the date of the meeting to each member of record entitled to vote at such meeting, at his address which appears in the books of the Association. Such further notice shall be given as may be required by law, but meetings may be held without notice if all the Members entitled to vote at the meeting are present in person or by proxy or if notice is waived in writing by those not present, either before or after the meeting.

1.5 *Quorum.* Any number of Members together holding at least one-fourth of the of the votes entitled to be cast by each class of voting membership, represented in person or by proxy, shall constitute a quorum for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the Members present or represented by proxy without notice other than by announcement at the meeting.

1.6 *Voting.* At any meeting of the Members each member of a class entitled to vote on any matter coming before the meeting shall, as to such matter, have the number of votes provided for in the Declaration, in person or by proxy on the date, not more than seventy days prior to such meeting, fixed by the Board of Directors as the record date for the purpose of determining Members entitled to vote. Every proxy shall be in writing, dated and signed by the member entitled to vote or his duly authorized attorney-in-fact.

ARTICLE 2

Directors.

2.1 *General Powers.* The property, affairs and business of the Association shall be managed under the direction of the Board of Directors, and, except as otherwise expressly provided by law, the Declaration, the Articles of Incorporation or these By-laws, all of the powers of the Association shall be vested in such Board.

2.2 *Number of Directors.* The number of Directors constituting the Board of Directors is specified in the Articles of Incorporation.

2.3 *Election and Removal of Directors; Quorum.*

(a) The election, replacement and removal of Directors are governed by the Articles of Incorporation.

(b) A majority of the number of Directors prescribed in the the Articles of Incorporation will constitute a quorum for the transaction of business. The act of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Less than a quorum may adjourn any meeting.

2.4 *Meetings of Directors.* An annual meeting of the Board of Directors shall be held as soon as practicable after the adjournment of the annual meeting of Members at such place as the Board may designate. Other meetings of the Board of Directors shall be held at places within or without the Commonwealth of Virginia and at times fixed by resolution of the Board, or upon call of the chairman of the Board of Directors, the President, any two members of the Board of Directors and/or, prior to the expiration of Class B membership, the Declarant . The Secretary or officer performing the Secretary's duties shall give not less than twenty-four hours' notice by letter, telegraph or telephone (or in person) of all meetings of the Board of Directors, provided that notice need not be given of the annual meeting or of regular meetings held at times and places fixed by resolution of the Board. The Secretary or officer performing the Secretary's duties shall also (a) publish notice of the meeting where it is reasonably calculated to be available to a majority of the Owners in accordance with Virginia Code § 55-510.1.B, and (b) provide such other notices as are required by applicable laws. The notice of meetings of the Board need not state the purpose of the meeting.

2.5 *Powers.* The Board of Directors will have the following powers, without limitation: (A) adopt and publish rules and regulations governing the use of the Common Area and recreational and other facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties (including but not limited to monetary penalties) for the infraction thereof pursuant to the Property Owners Association Act, Code of Virginia; (B) suspend the voting rights and right to use of the common areas and/or recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association (C) levy charges or fines (including daily fines for ongoing violations) for violations of the governing documents, including but not limited to Articles of Incorporation, By-Laws, the Declaration, Rules and Regulations, and Architectural Standards; (D) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; (E) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; **(F) promulgate rules and regulations governing the care and maintenance of any private or public Lot; and (G) exercise such further powers as may be granted or reserved by the Declaration.**

2.6 *Duties.* The Board of Directors will have the following duties, without limitation: (A) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the Class A Members who are entitled to vote; (B) provide for the administration of the business of the Association as more fully provided for in the Declaration; (C) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid (the Board having the power to charge a reasonable charge for issuance of any such certificate); (D) produce and maintain adequate liability and hazard insurance on property owned by the Association; and (E) cause the Common Area to be maintained.

2.7 *Compensation.* No Director shall receive compensation for any service he may render to the Association, however, any Director may be reimbursed for his actual, reasonable expenses incurred in the performance of his duties.

ARTICLE 3

Committees.

3.1 *Architectural Control Committee.* The Board of Directors may elect an Architectural Control Committee composed of two (2) or more representatives, who may or may not be Directors, Officers or Owners.

3.2 *Nominating Committee.* The Board of Directors may elect a Nominating Committee composed of two (2) or more representatives, who may or may not be Directors, Officers or Owners.

3.3 *Other Committees.* The Board of Directors, by resolution adopted by a majority of the number of Directors fixed by the Articles of Incorporation, may establish such other standing or special committees of the Board as it may deem advisable, consisting of not less than two persons, who may or may not be Directors, Officers or Owners, and the members, terms and authority of such committees shall be as set forth in the resolutions establishing the same.

3.4 *Meetings.* Regular and special meetings of any Committee established pursuant to this Article may be called and held subject to the same requirements with respect to time, place and notice as are specified in these By-laws for regular and special meetings of the Board of Directors; provided, however, that meetings of Committees need not be open to all Owners, and notice need not be published or given to any person other than the members of the applicable Committee.

3.5 *Quorum and Manner of Acting.* A majority of the members of any Committee serving at the time of any meeting thereof shall constitute a quorum for the transaction of business at such meeting. The action of a majority of those members present at a Committee meeting at which a quorum is present shall constitute the act of the Committee.

3.6 *Term of Office.* Members of any Committee shall be elected as above provided and shall hold office until the earlier of (a) the date their successors are elected by the Board of Directors, and (b) the date such Committee is dissolved by the Board of Directors.

3.7 *Resignation and Removal.* Any member of a Committee may resign at any time by giving written notice of his intention to do so to the President or the Secretary of the Association, or may be removed, with or without cause, at any time by such vote of the Board of Directors as would suffice for his election.

3.8 *Vacancies.* Any vacancy occurring in a Committee resulting from any cause whatever may be filled by a majority of the number of Directors.

3.9 *Compensation.* No member of a Committee shall receive compensation for any service he may render to the Association, however, any member of a Committee may be reimbursed for his actual, reasonable expenses incurred in the performance of his duties.

ARTICLE 4

Officers.

4.1 *Election of Officers; Terms.* The officers of the Association shall consist of a President, a Secretary and a Treasurer. Other officers, including a Chairman of the Board and assistant and subordinate officers, may from time to time be elected by the Board of Directors. Subject to Section 4.2 below, all officers shall hold office until the later of (a) the date of the next annual meeting of the Board of Directors, and (b) the date that their successors are elected by the Board of Directors. The President shall be chosen from among the Directors. Any two officers may be combined in the same person as the Board of Directors may determine.

4.2 *Removal of Officers; Vacancies.* Any officer of the Association may be removed summarily with or without cause, at any time, by the Board of Directors. Vacancies may be filled by the Board of Directors.

4.3 *Duties.* The officers of the Association shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Directors. The Board of Directors may require any officer to give such bond for the faithful performance of his duties as the Board may see fit.

4.4 *Duties of the President.* The President shall be the chief executive officer of the Association and shall be primarily responsible for the implementation of policies of the Board of Directors. He shall have authority over the general management and direction of the business and operations of the Association and its divisions, if any, subject only to the ultimate authority of the Board of Directors. He shall be a Director, and, except as otherwise provided in these By-laws or in the resolutions establishing such committees, he shall be *ex officio* a member of all Committees of the Board. In the absence of the Chairman of the Board, or if there are no such officers, the President shall preside at all corporate meetings. He may sign and execute in the name of the Association deeds, mortgages, bonds, contracts or other instruments except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Directors or by these By-laws to some other officer or agent of the Association or shall be required by law otherwise to be signed or executed. In addition, he shall perform all duties incident to the office of the President and such other duties as from time to time may be assigned to him by the Board of Directors.

4.5 *Duties of the Treasurer.* The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Association, and shall deposit all monies and securities of the Association in such banks and depositories as shall be designated by the Board of Directors. He shall be responsible (i) for maintaining adequate financial accounts and records in accordance with generally accepted accounting practices; (ii) for the preparation of appropriate operating budgets and financial statements; (iii) for the preparation and filing of all tax returns required by law; and (iv) for the performance of all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of

Directors, the Finance Committee or the President. The Treasurer may sign and execute in the name of the Association deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Directors or by these By-laws to some other officer or agent of the Association or shall be required by law or otherwise to be signed or executed.

4.6 *Duties of the Secretary.* The Secretary shall act as secretary of all meetings of the Board of Directors and Members of the Association. When requested, he shall also act as secretary of the meetings of the committees of the Board. He shall keep and preserve the minutes of all such meetings in permanent books. He shall see that all notices required to be given by the Association are duly given and served; shall have custody of all deeds, leases, contracts and other important corporate documents; shall have charge of the books, records and papers of the Association relating to its organization and management as a Association; shall see that all reports, statements and other documents required by law (except tax returns) are properly filed; and shall in general perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors or the President.

4.7 *Compensation.* No officer of the Association shall receive compensation for any service he may render to the Association, however, any officer may be reimbursed for his actual, reasonable expenses incurred in the performance of his duties.

ARTICLE 5

Books and Records

5.1 *Books and Records.* The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member pursuant to the provisions of the Property Owners Association Act, Code of Virginia.

ARTICLE 6

Miscellaneous Provisions.

6.1 *Defined Terms.* Capitalized terms not otherwise defined in these By-laws will have the meanings ascribed to them, directly or by reference, in the Association's Articles of Incorporation.

6.2 *Fiscal Year.* The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

6.3 *Checks, Notes and Drafts.* Checks, notes, drafts and other orders for the payment of money shall be signed by such persons as the Board of Directors from time to time may authorize. When the Board of Directors so authorizes, however, the signature of any such person may be a facsimile.

6.4 *Amendment of By-laws.* These By-laws may be amended or altered at any meeting of the Board of Directors by affirmative vote of a majority of the number of Directors fixed by the Articles of Incorporation. The Members may adopt an amendment to these By-Laws at a duly called regular or special meeting of the Members, by majority vote of both Class A members and, prior to the expiration of Class B membership, Class B member(s), voting as separate voting groups. Any amendment to these By-laws adopted by the Members may not be amended, altered or repealed by the Board of Directors.

CC&Rs
High Peak

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH PEAK SUBDIVISION ASSOCIATION, INC.

THIS DECLARATION is made as of the 8th day of August, 2006, by High Peak Partner's, L.L.C., a Virginia limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant owns certain real property in Prince George County, Virginia, which is described on Exhibit "A" hereto; and

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest therein or in any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Areas of Common Responsibility" shall mean the Common Area together with those areas which by supplemental declaration or contract become the responsibility of the Association whether or not owned by the Association.

Section 2. "Association" shall mean and refer to The Meadows of Prince George Association, Inc., a Virginia non-stock corporation, its successors and assigns.

Section 3. "Builder" shall mean and refer to any Person who is duly licensed as a contractor and who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such Person's business. Any Person occupying or leasing a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers.

Section 4. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners and shall include, without limitation, any improvements now or hereafter located on or within the Common Area and required by local, state or federal laws or regulations. The platted Common Area shall be conveyed by the Declarant to the Association at any time after the conveyance of the first Lot to an Owner other than the Declarant, or promptly thereafter upon the request of the Association. The Declarant may convey certain lake and wetlands areas owned or acquired by the Declarant in the vicinity of the Property to the Association for use as Common Area at any time or from

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time to time while this Declaration is in effect, but shall not be required to convey any particular property. Unplatted Common Area, including without limitation the lakes and wetlands, if any, need not be conveyed by the Declarant at all, but if conveyed, need not be conveyed to the Association until such time as all recorded Lots have been conveyed by the Declarant. The Association cannot decline acceptance of the conveyance of any Common Area, including, without limitation, the lakes and wetlands, if any, from the Declarant, but shall be deemed to have automatically and irrevocably accepted the Common Area conveyed to it simultaneously with the recordation of a deed of conveyance from the Declarant to the Association conveying property described as or to be held as Common Area. The Association shall not be responsible to maintain any Common Area until the same is conveyed to the Association. The initial Common Area is described on Exhibit "B" hereto.

Section 5. "Declarant" shall mean and refer to High Peak Partner's, L.L.C., a Virginia limited liability company, and its successors and assigns, provided that (a) such successors or assigns acquire more than one Unimproved Lot from the Declarant for the purpose of constructing improvements thereon, and (b) the Declarant assigns to such successors or assigns the Declarant's rights hereunder as to the Lots.

Section 6. "Declarant's Utility Rights" shall mean and refer to the exclusive and alienable rights, powers, easements and privileges hereby reserved by the Declarant to go on, over, under and upon every portion of the Common Area to erect, lay, construct, install, maintain, repair and use electric, telephone and television wires, cables and conduits, drainage ways, sewers, water lines and water mains and such other utilities and utility systems as the Declarant finds necessary or advisable in connection with the development of the Property. These rights include the right to cut bushes and trees, grade soil and such other actions reasonably necessary to economically and safely install, repair and use such utility systems. The Declarant's Utility Rights shall also include the exclusive and alienable right to sell, grant, convey and/or dedicate any utility system (and adjoining area) within the Common Area to the County of Henrico or one or more public utility or service companies. The Declarant's Utility Rights shall continue in effect until such time as the Declarant, including any successor Declarant, has conveyed or relinquished all of the Declarant's right, title and interest in and to any portion of the Property.

Section 7. A "Dwelling" shall refer to the house approved by the Architectural Committee (as defined in Article V) that has been constructed upon an Improved Lot regardless of whether such homes are occupied by the owner as a principal residence.

Section 8. The "Governing Documents" shall mean and refer to, collectively, this Declaration of Covenants, Conditions and Restrictions, the By- Laws, and the Articles of Incorporation for The Meadows of Prince George Association, Inc., the rules and regulations of the Association as adopted by the Board and as amended from time to time, and the Standards (as defined in Article V, Section 1).

Section 9. An "Improved Lot" shall mean and refer to any Lot which has all of the following characteristics:

- (a) a Dwelling has been constructed thereon;
- (b) either a permanent or temporary certificate of occupancy has been issued for the Dwelling constructed thereon or one (1) year has passed from the date of issuance of a building permit for such Dwelling; and,
- (c) the Lot has been conveyed to an Owner other than Declarant.

Section 10. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of the Property with the exception of the Common Area.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including Declarant and Builders, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person, or any other legal entity.

Section 13. "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto.

Section 14. "Unimproved Lot" shall mean and refer to any Lot that is not an Improved Lot.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of existing recreational facilities, if any, from time to time situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations, provided that access to the Owner's Lot over Common Area is not disturbed or interfered with;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area, subject to the Declarant's Utility Rights, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective and no mortgaging of the Common Area to secure a debt shall be effective, unless an instrument approved by two-thirds (2/3) of the members of each class of membership agreeing to such dedication, transfer or mortgaging has been recorded. So long as there is a Class B membership, no mortgaging, dedication or transfer of the Common Area or any part thereof (except for the dedication of easements for utilities) for public use shall be made to any public body without the prior approval of the United States Department of Housing and Urban Development and the Veterans Administration, if such approvals are required. If ingress or egress to any Lot is through the Common Area, any mortgage or conveyance of that portion of the Common Area shall be made subject to the Owners' easement.

(d) The rights reserved to Declarant in Article VII, Section 1 (Reservation [of Easements] by Declarant) of this Declaration.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Association's By-Laws, his right of enjoyment to the Common Area and facilities thereon to the members of his family, his tenants, or contract purchasers who reside in a Dwelling. If an Owner leases a Dwelling to a Person, the Owner's right of enjoyment of the Common Area and facilities appurtenant to the Lot shall automatically transfer to the Person leasing the Dwelling, unless the Owner provides written notice to the Association stating that the Owner will maintain the sole right of enjoyment of the Common Area and facilities thereon. Either the Owner or the Person to whom the Owner is leasing the Dwelling, but not both, may enjoy the right of enjoyment of the Common Area and facilities thereon, provided, however, the transfer of the right of enjoyment to the tenant shall not disturb or interfere with the Owner's access to the Dwelling or Lot over the Common Area.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but no more than one vote shall be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant which shall be entitled to three (3) votes for each Lot owned. The Class B membership shall terminate and become Class A membership on the first to occur of the following: (a) when seventy-five percent (75%) of the total anticipated number of Lots that may be developed on the Property have certificates of occupancy

issued thereon and have been conveyed to Persons other than Builders; (b) on September 1, 2014, or (c) when the Class B member, in his discretion, determines and voluntarily relinquishes such right in a written instrument executed by Declarant and recorded in the Clerk's Office at the Circuit Court of Henrico County, Virginia.

Section 3. The affairs of the Association shall be managed by its Board of Directors which shall elect the officers of the Association.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether 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 and otherwise, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing pro-rata lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, 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 assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments and Exterior Maintenance.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property, for the improvement and maintenance of the Common Area, Areas of Common Responsibility and of the improvements situated thereon, and such other services and areas of Association responsibility as defined by the Governing Documents. The Association shall, at a minimum, maintain, repair and replace the Common Areas and each component thereof in a good and workmanlike manner consistent with sound property management practices in accordance with all applicable local, state and federal laws and regulations.

(b) The Association hereby assumes all responsibilities set forth in any agreement between the Declarant and the County of Prince George, Virginia for the creation of and maintenance by the Association of best management practices facilities ("BMPs") on the Property (each, a "BMP Agreement") and shall indemnify, defend and hold Declarant, its partners, and their successors-in-interest and assigns harmless from and against all claims, costs, expenses and liabilities arising under the BMP Agreement or otherwise associated with the BMPs. The Association shall provide maintenance for the BMPs located on and serving the Property described herein to insure that the BMPs are and remain in proper working condition. The Association shall also provide and maintain perpetual access from public rights-of-way to the BMPs for use by the County of Prince George and its agents.

(c) The Association shall pay any real and personal property taxes and other charges assessed against the Common Area.

(d) The Association shall maintain a policy or policies of liability insurance, insuring the Association and its agents, guests, permittees, and invitees and the Owners of the Lots against liability to the public or to the Owners, their guests, permittees or invitees incident to the ownership or use of the Common Area or Areas of Common Responsibility, in an amount not less than a combined single limit per occurrence (bodily injury and/or property damage) of One Million Dollars (\$1,000,000) and a Two Million Dollar (\$2,000,000) aggregate limit (maximum limit for the policy period), unless the cost of the premiums for such coverages are unreasonably high for the Association to bear, as determined by the Board of Directors in their discretion. The foregoing limits shall be reviewed at intervals of not more than three (3) years and adjusted if necessary to provide such coverage and protection as the Association may deem prudent.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Improved Lot to an Owner other than Declarant or a Builder, the maximum annual assessment shall be \$120.00 per Lot for Improved Lots. The annual assessment for Unimproved Lots shall not be more than twenty-five percent (25%) of the annual assessment for Improved Lots.

(a) From and after January 1 of the year immediately following the conveyance of the first Improved Lot to an Owner other than Declarant or a Builder, the maximum annual assessment may be increased each year above the maximum assessment for the previous year, with a vote of the membership, by not more than twenty percent (20%).

(b) From and after January 1 of the year immediately following the conveyance of the first Improved Lot to any Owner other than Declarant or a Builder, any budget and resulting annual assessment approved by the Board of Directors which is more than twenty percent (20%) greater than the previous year's annual assessment must be presented to the members at the annual meeting of the Association preceding the fiscal year in which such assessment shall go into effect or at a special meeting. The annual assessment described above shall go into effect automatically on the first day of the succeeding fiscal year unless disapproved by a vote of two-thirds (2/3), or more, of each class of members present, in person or by proxy, at a meeting duly called for this and any other purpose and at which a quorum is present.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum described in Section 3(b) above and the members shall have no right to disapprove such assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, and in addition to, and not in limitation of, such other special assessments as may be authorized by applicable law (the Virginia Property Owners Association Act, Code of Virginia 55-508 et seq., for example), the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of any capital improvement upon the Common Area or Areas of Common Responsibility, including fixtures and personal property related thereto or the cost of maintaining the BMPs, or any other area of Association responsibility, as defined in the Governing Documents, provided that any such special assessment shall be approved by a vote of two-thirds (2/3), or more, of each class of members present, in person or by proxy, at a meeting duly called for this purpose and at which a quorum is present. Any such special assessment for Unimproved Lots shall be twenty-five percent (25%) of the special assessment for Improved Lots.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all members not less than twenty-one (21) days, nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, the meeting may be adjourned and reconvened, and the required quorum at the reconvened meeting shall be one-third (1/3) of the votes of each class of membership in person or by proxy. No such reconvened meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for Improved Lots and at a uniform rate for Unimproved Lots and may be collected on a monthly, bi-monthly, quarterly, semi-annual or annual basis, as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the sooner to occur of (a) the first day of the month following the date upon which services are first provided to the Owners by the Association, or (b) the first day of the month following the conveyance of the Common Area to the Association. Notwithstanding the foregoing to the contrary, the inclusion of Lots on a recorded subdivision plat submitted to this Declaration shall not subject a Lot to assessment under this Article IV until such time as that Lot is conveyed to a Person other than Declarant. With respect to any Lot owned by a Builder, assessments shall commence on the earlier of (a) actual occupancy of the Lot for residential purposes or (b) one (1) year from the date that such Builder or any entity or Person related to such Builder acquired title to such Lot. The first annual assessment shall be adjusted pro rata according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association

as to the status of assessments against a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or installment thereof not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum, or the maximum amount allowed by law, together with a late charge in the amount of the greater of ten dollars (\$10.00) or ten percent (10%) of the assessment amount that is due and unpaid. The Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the delinquent Owner's Lot, or exercise the rights reserved in Section 1(b) of Article II of this Declaration. If assessments are payable in installments and if any installment of assessments is not paid within thirty (30) days after the date when due, then the entire balance of all unpaid installments of such assessment may be declared immediately due and payable in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages and Other Liens. The lien of the assessments provided for herein shall be subordinate and inferior to the lien for real estate taxes and bona fide duly recorded first deeds of trust on each Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Initial Working Capital Assessment. In addition to all assessments, an initial working capital assessment shall be payable by the initial purchaser of each Lot at the closing of the first bona fide sale of the Lot. The amount of the initial working capital assessment shall be equal to two monthly installments of the annual assessment for the year in which the closing occurs.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Approval Required. No building, fence, wall, walkway, driveway or other structure or landscaping shall be commenced, erected or maintained upon the Property, nor shall any exterior addition, change or alteration therein be made, including exterior painting, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an "Architectural Committee" composed of two (2) or more representatives appointed by the Board. The Architectural Committee or if none exists, the Board shall prepare for the Board's approval architectural standards consistent with and supplementing the minimum standards set forth in this Declaration (the "Standards"). Approval or disapproval of plans, locations or specifications may be based by the Architectural Committee or the Board upon any ground incorporated within the Standards including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the Architectural Committee or the Board, shall be sufficient. If the Board or the Architectural Committee has not approved or rejected such plans and specifications within thirty (30) days following receipt of written request for approval,

the party making the submission for approval shall deliver to the Architectural Committee or the Board written notice of its failure to act, and, if approval is not granted or denied within fifteen (15) days thereafter, the plans and specifications shall be deemed not approved.

Section 2. Failure to Obtain Approval. By accepting a conveyance of a Lot, each Owner, for himself, his heirs, successors and assigns, covenants that if he alters or redecorates the exterior of the premises before submission of plans thereof to the Board of Directors, the Board of Directors shall have the right, through agents and employees of the Association, and in addition to any other rights or remedies that it may have at law or in equity, to enter upon the Lot and to repair, redecorate, maintain, rehabilitate and restore the premises and the exterior of any improvement thereon, and that the costs thereof shall be a special assessment to and become a lien upon the Lot so redecorated, repaired, maintained, rehabilitated, or restored and that the Owner will pay, to the Association, the amount of the charge in the time and manner set forth above.

Section 3. Minimum Standards. The following minimum standards shall apply to all Dwellings located on the Property;

(a) Size. All Dwellings ^{SHALL BE APPROVED FOR CONSTRUCTION BY THE COMMITTEE} shall have a minimum of 2000 square feet of finished floor area. ~~Committee reserves the right to approve ranches with a minimum 1400 square feet with a two car garage. Committee reserves the right to approve dwellings with less than 2000 square feet if they feel the Market has diminished.~~

(b) Foundations. The exposed exterior portions of any exterior Dwelling foundations shall be constructed of brick, stone, or any material the Committee deems satisfactory.

(c) Decks. All decks shall be approved the Committee.

(d) Minimum Standards. ~~Committee reserves the right to change minimum standards as Market changes.~~

ARTICLE VI EASEMENTS

Section 1. Reservation by Declarant. Declarant reserves unto itself, its successors and assigns, a perpetual easement and right of way on, over, along and under the streets and roads of the Property and over the easement areas designated in this Declaration to install, maintain and use underground electric, cable television and telephone wires, cables, conduits, drainage ways, sewers, water mains and other equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities and vehicular and pedestrian ingress and egress to and from the Property and public rights of way as may be necessary or desirable to serve the Property. These easements and rights expressly include the

right to cut any trees, bushes or shrubbery or to take any other action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

Section 2. Adjoining Areas. Each Lot and its Owner are hereby declared to have an easement and the same is hereby granted by the Declarant over all adjoining Lots and Common Areas, as the case may be, for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause, provided such encroachments do not exceed one foot or touch any building or interfere with the use of any improvements on the servient property. There shall be valid easements for the maintenance of such encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful misconduct of the Owner or Owners.

Section 3. Duties of the Association. There is hereby reserved to the Association such easements over, through and across the Property as are necessary to perform the duties and obligations of the Association as are set forth in Article IV above.

Section 4. Priority of Easements. Each of the easements hereinabove referred to shall be deemed to have been established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lots, and the Common Area, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Property or any portion thereof.

ARTICLE VII

PARTICULAR RESTRICTIONS AND INSURANCE REQUIREMENTS

Section 1. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on or upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective Dwelling, or which shall in any way increase the rate of insurance.

Section 2. Animals. No animals, livestock, poultry of any kind or domestic animal which is kept, bred or maintained for a commercial purpose shall be raised, bred or kept on any Lot or in any Dwelling. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in any annoyance or are obnoxious to residents in the vicinity, and each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees, and to the Association, for any and all damage to person or property caused by any pets brought upon or kept upon the Lots, Dwelling, Area of Common Responsibility or Common Area by any Owner or by members of his family, guests, permittees or invitees. No Owner shall permit any dog to be let out of that Owner's Dwelling unless the dog is kept within a fence or on a leash. Any Owner keeping an animal on a Lot or in a Dwelling must comply with all requirements of law applicable to such animal.

Section 3. Parking. Unless otherwise established by the Board of Directors, all common area parking shall be on a first-come, first-served basis.

Section 4. Prohibited and Restricted Vehicles. Commercial vehicles (weighing in excess of three-fourths of a ton when empty), vehicles primarily used or designated for commercial purposes, tractors, mobile homes, buses, vehicles used primarily for recreational purposes, trailers (either with or without wheels), campers, camper trailers, boat and other watercraft, and boat trailers shall not be parked on any street or in a front yard, but shall be parked only in enclosed garages or in other areas, if any, designated by the Board of Directors. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Property. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot, a Dwelling, or the Common Areas. Any vehicle parked in violation of this Section or the Rules and Regulations promulgated by the Board of Directors may be towed.

Section 5. Residential Use. All Improved Lots shall be used for single family residential purposes exclusively. The use of a portion of any Improved Lot for business purposes by the owner or occupant thereof shall be considered a residential use only if the Improved Lot is used primarily for residential purposes, and if such business use (i) is not detectable by sight, sound or smell from the exterior of the residence, (ii) is consistent with zoning and does not violate applicable law; (iii) does not increase the liability or casualty insurance premium or obligation of the Association or of other residents of the Property; (iv) does not create any customer or client traffic which is detrimental to the residential characteristics of the Property as determined by the Board of Directors in their discretion; and (v) is consistent with the residential character of the Property and does not constitute a nuisance, hazard, offensive use, or threaten the security or safety of any Lot Owner, as determined by the Board of Directors in their discretion. The use of an Improved Lot shall not be deemed to be for single family purposes if the Improved Lot is used (whether by common owners or tenants) by more than three (3) unrelated persons as a residence.

ARTICLE VIII ENFORCEMENT

Section 1. Enforcement. Declarant, the Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If, in any litigation for the enforcement of these covenants, conditions and restrictions, the Declarant, the Association or any Owner bringing suit prevails, such Person shall be entitled to be reimbursed for reasonable attorney's fees incurred in seeking such enforcement. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Invalidation. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

ARTICLE IX
TERM AND AMENDMENT

Section 1. Term. These covenants shall run with the land and shall be binding on all parties and all Persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time they shall automatically be extended for additional ten (10) year periods, unless an instrument signed by Owners representing at least two-thirds (2/3) of the Lots has been recorded, agreeing to change the covenants in whole or in part.

Section 2. Amendment. This Declaration may be amended by an instrument approved by Owners representing at least two-thirds (2/3) of the Lots and Declarant; provided, however, that no approval of the Owners shall be required to make any technical amendment to this Declaration as requested by any government agency, mortgagee or insurer which does not materially or adversely affect the rights of the Owners. Any amendment must be recorded in the Clerk's Office of the Circuit Court of Prince George County, Virginia and must either be signed by Owners representing at least two-thirds of the Lots and Declarant or have appended to it an acknowledged certificate of the secretary of the Association that the Amendment has been approved as required hereby.

ARTICLE X
GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 2. Liability and Indemnification of Declarant, Officers and Directors. The Association shall indemnify the Declarant and every officer and director of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon the Declarant, any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which the Declarant, an officer or director may be made a party by reason of being or having been the Declarant or an officer or director of the Association regardless of whether he is the Declarant or an officer or director at the time such expenses are incurred. The Declarant, officers and directors of the Association shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Declarant and the officers and directors of the Association shall have no personal liability with respect to any contract or other commitment (including any BMP Agreement made and entered into by the Declarant) made by them, in good faith, on behalf of the Association (except to the extent of such officers', directors' or the Declarant's obligations as Lot Owners) and the Association shall indemnify and forever hold the Declarant and each officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which the Declarant or any officer or director of the Association, or former officer or director of the Association or the Declarant, may be entitled.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Declaration to be executed as of this 8th day of August, 2006.

DECLARANT:

High Peak Partner's, LLC., a Virginia limited liability compan

By: Randolph L. Simmons - MEMBER
Member

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF Henrico

The foregoing instrument was acknowledged before me this 8th day of August, 2006, by Randolph L. Simmons member of High Peak Partner's, L.L.C., a Virginia limited liability company, on behalf of the company.

My commission expires: 9/30/08

Notary Public: Chermy J. Maner

EXHIBIT A

Property
Shown on recorded plat to follow.

EXHIBIT B

Common Area
Shown on recorded plat to follow.

#574463 v2 029267.00001

INSTRUMENT #060004157
RECORDED IN THE CLERK'S OFFICE OF
PRINCE GEORGE ON
AUGUST 8, 2006 AT 10:39AM
BISHOP KNOTT, CLERK
Cayce Jackson
RECORDED BY JBJ

10/16/06

AMMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH PEAK SUBDIVISION ASSOCIATION, INC. RECORDED ON 8/08/2006.

THIS DECLARATION AMMENDMENT is made THIS 16th day of October, 2006, by High Peak Partner's , L.L.C., a Virginia limited liability company (the "Declarant").

AMMENDMENT:

Whereas this amendment shall replace Section 3 of Article 5 of the Declaration of Covenants, Conditions and Restrictions for High Peak Subdivision dated and recorded on August 8, 2006 at the clerks office of Prince George, Virginia referenced by instrument number 06004157.

ARTICLE I
AMMENDMENT DEFINITIONS

SECTION 3 MINIMUM STANDARDS IS HEREBY AND FURTHERMORE AMMENDED FROM THE FOLLOWING:

- (a) SIZE. All dwellings shall have a minimum of 2000 square feet of finished floor area. Committee reserves the right to approve ranches with a minimum of 1400 square feet with a two car garage. Committee reserves the right to approve dwellings with less than 2000 square feet if they feel the market has diminished.

AMMENDED TO:

It is herby amended that the Architectual Control Committee shall have approval over square footage for all dwellings.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Declaration to be executed as of this 16th day of October, 2006.

DECLARANT:

High Peak Partner's, LLC, a Virginia limited liability company

By: Randolph L. Simmons - Member
Member

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF Henrico

The foregoing instrument was acknowledged before me this 16 day of October, 2006, by Randolph L. Simmons member of High Peak Partner's, L.L.C., a Virginia limited liability company, on behalf of the company.

Notary Public: [Signature]

My commission expires: 11/31/2009

Prepared by and return to:
Cassie R. Craze, VSB #70054
P.O. Box 1654
Midlothian, VA 23113

Parcel Id #: 13J(01)00-047-0 (property in High Peaks Subdivision)

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HIGH PEAK SUBDIVISION ASSOCIATION, INC.
To Allow Annexation of Additional Property

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGH PEAK SUBDIVISION ASSOCIATION, INC. ("Amendment") is made this _____ day of September, 2020 by High Peak Subdivision Association, Inc., a Virginia non-stock corporation ("Association," Grantor and Grantee for indexing purposes).

W I T N E S S E T H :

WHEREAS, High Peak Partner's, L.L.C., a Virginia limited liability company ("Declarant") recorded the Declaration of Covenants, Conditions and Restrictions for High Peak Subdivision Association, Inc. (as amended and supplemented, "Declaration") in the Clerk's Office for the Circuit Court of Prince George County, Virginia ("Clerk's Office") on August 8, 2006 as Instrument # 060004157;

WHEREAS, Article IX, Section 2 of the Declaration allows the Declaration to be amended "by an instrument approved by Owners representing at least two-thirds (2/3) of the Lots and Declarant;"

WHEREAS, the Declarant no longer exists so its approval cannot be obtained;

WHEREAS, the Owners, who are also members of the Association, desire to amend the Declaration to correct certain errors in the Declaration and to allow the real property located in The Meadows, Section Two to be subjected to the Declaration.

NOW, THEREFORE, in accordance with Article IX, Section 2 of the Declaration, the Declaration is hereby amended as follows:

1. Article I, Section 2 of the Declaration shall be amended to correct an error regarding the name of the Association, so that Article I, Section 2 of the Declaration provides as follows:

Section 2. "Association" shall mean and refer to High Peak Subdivision Association,

Inc., a Virginia non-stock corporation, its successors and assigns.

2. Article I, Section 8 of the Declaration shall be amended to correct an error regarding the name of the Articles of Incorporation for the Association, so that Article I, Section 8 of the Declaration provides as follows:

Section 8. The "Governing Documents" shall mean and refer to, collectively, this Declaration of Covenants, Conditions and Restrictions, the By-Laws, the Articles of Incorporation, the rules and regulations of the Association as adopted by the Board and as amended from time to time, and the Standards (as defined in Article V, Section 1).

3. Article I, Section 13 of the Declaration shall be amended to modify the definition of "Property" to include any real property that may be subjected to the Declaration, so that Article I, Section 13 of the Declaration provides as follows:

Section 13. "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto, and any Additional Property that is subjected to this Declaration pursuant to Article IX, Section 3.

4. A new provision, designated Article IX, Section 3, shall be added to the Declaration, so that Article IX, Section 3 of the Declaration provides as follows:

Section 3. The real property in The Meadows, Sections 2, 4 and 5 ("Additional Property") may be subjected to the Declaration, the other Governing Documents of the Association, and the jurisdiction of the Association without further approval by the Association or its members by recording of a supplemental declaration or amendment to the existing declaration application to such property in the Clerk's Office for the Circuit Court of Prince George County, Virginia by the owner or existing property owners' association for such property. This may be done at the same time or at different times for each Section. Upon recording of such supplemental declaration or amendment, such Additional Property shall be part of the "Property" as defined in Article I, Section 13 of this Declaration and all Common Areas located in such Additional Property shall become Common Areas of the Association.

5. The effective date of this Amendment shall be the date of recordation.

CERTIFICATE OF THE PRESIDENT & SECRETARY

The President and Secretary of High Peak Subdivision Association, Inc. ("Association") hereby certify that the requisite majority of the members of the Association and Owners approved the foregoing Amendment to Declaration of Covenants, Conditions, and Restrictions for High Peak Subdivision Association, Inc. by signing the amendment or ratifications thereof and such amendment was duly approved as required by Article IX, Section 2 of the Declaration and Section 55.1-1829 of the Property Owners' Association Act.

[Handwritten Signature]

President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Prince George

On this 9th day of ~~September~~ ^{October}, 2020, before me, the undersigned notary public, personally appeared Curtis Johnson, the President of High Peak Subdivision Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Handwritten Signature: Kimylon D. Sills]

Notary Public

My commission expires: 12-31-2024
Notary registration #: 7866202

[Handwritten Signature]

Secretary

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Prince George

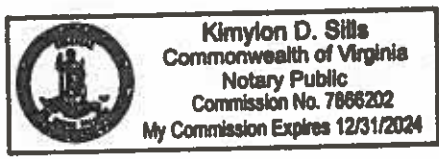
On this 9th day of ~~September~~ ^{October}, 2020, before me, the undersigned notary public, personally appeared Susan Kelly-Wyatt, the Secretary of High Peak Subdivision Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Handwritten Signature: Kimylon D. Sills]

Notary Public

My commission expires: 12-31-2024
Notary registration #: 7866202



6. Except as modified by this Amendment, all of the terms and provisions of the Declaration are expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the President of the Association has caused this Amendment to the Declaration to be executed on behalf of the Association pursuant to the required approval by the Owners.

HIGH PEAK SUBDIVISION ASSOCIATION, INC.,
a Virginia non-stock corporation.

By: [Signature]
President

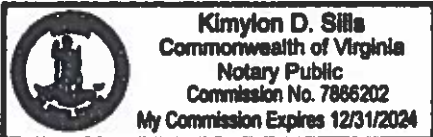
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Prince George

On this 9th day of October, 2020, before me, the undersigned notary public, personally appeared Curtis Johnson, the President of High Peak Subdivision Association, Inc., a Virginia non stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My commission expires: 12-31-2024
Notary registration #: 7866202



Current Unaudited Financial Documents
High Peak



April 9, 2021

To: High Peak Board of Directors

From: Margie Langston, PCAM

RE: 1st Quarter Financial report

Please review the attached financial report for High Peak and let me know if you have any questions or need further detail.

The package includes:

- Balance Sheet
- Income/Expenses 1st quarter compared to Year-to-Date
- Income/Expenses 1st quarter compared to Annual Budget
- Homeowner Balances
- Delinquency Report
- Check Listing
- Bank statements
- General Ledger



Balance Sheet

As of 3/31/2021, Accrual Basis

Great Day Management
8010 Ridge Road, Suite F
Richmond, VA 23229
www.greatdaymanage.com
804-447-5801

High Peak

Assets

Current Asset

Accounts Receivable	9,098.27
Accounts Receivable-Former Owners	989.37
High Peak operating	19,429.09

Total Current Asset

\$29,516.73

Total Assets

\$29,516.73

Liabilities

Current Liability

Accounts Payable	20.30
Prepaid Assoc Fee	6.40

Total Current Liability

\$26.70

Total Liabilities

\$26.70

Equity

Replacement Reserve Fund	20,467.12
Retained Earnings	0.00
Net Income	9,022.91

Total Equity

\$29,490.03

Total Liabilities & Equity

\$29,516.73



Budget vs. Actuals

Accrual basis

Great Day Management
8010 Ridge Road, Suite F
Richmond, VA 23229
www.greatdaymanage.com
804-447-5801

High Peak - 2021 High Peak Budget

Y-T-D

Account	1/1/2021 - 3/31/2021			1/1/2021 - 3/31/2021				
	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	12,672.00	12,672.00	0.00	100.00 %	12,672.00	12,672.00	0.00	100.00 %
Atty/Collection costs reimbursement	131.00	0.00	131.00	--	131.00	0.00	131.00	--
Interest Income	1.79	25.00	(23.21)	7.16 %	1.79	25.00	(23.21)	7.16 %
Late Fee to Owner or HOA	543.39	200.00	343.39	271.70 %	543.39	200.00	343.39	271.70 %
Other Income to Owner or HOA	(545.41)	502.00	(1,047.41)	-108.65 %	(545.41)	502.00	(1,047.41)	-108.65 %
Total for Income	\$12,802.77	\$13,399.00	(\$596.23)	95.55 %	\$12,802.77	\$13,399.00	(\$596.23)	95.55 %
Expenses								
5000 Landscaping								
5010 Grounds - contract	487.50	475.00	12.50	102.63 %	487.50	475.00	12.50	102.63 %
5020 Grounds improvements	0.00	0.00	0.00	--	0.00	0.00	0.00	--
Total for 5000 Landscaping	\$487.50	\$475.00	\$12.50	102.63 %	\$487.50	\$475.00	\$12.50	102.63 %
5100 General & Administrative								
5110 Accounting & Tax Return	37.00	25.00	12.00	148.00 %	37.00	25.00	12.00	148.00 %
5135 Collection costs	62.50	100.00	(37.50)	62.50 %	62.50	100.00	(37.50)	62.50 %
5140 Insurance	648.00	650.00	(2.00)	99.69 %	648.00	650.00	(2.00)	99.69 %
5150 Legal/Professional	1,092.00	175.00	917.00	624.00 %	1,092.00	175.00	917.00	624.00 %
5155 Management Fees	1,320.00	1,320.00	0.00	100.00 %	1,320.00	1,320.00	0.00	100.00 %



Budget vs. Actuals

Accrual basis

Great Day Management
 8010 Ridge Road, Suite F
 Richmond, VA 23229
 www.greatdaymanage.com
 804-447-5801

Account	1/1/2021 - 3/31/2021			1/1/2021 - 3/31/2021				
	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
5159 Other Administrative	10.00	25.00	(15.00)	40.00 %	10.00	25.00	(15.00)	40.00 %
5160 Postage /Mailings	30.31	100.00	(69.69)	30.31 %	30.31	100.00	(69.69)	30.31 %
5180 Social	0.00	0.00	0.00	--	0.00	0.00	0.00	--
Total for 5100 General & Administrative	\$3,199.81	\$2,395.00	\$804.81	133.60 %	\$3,199.81	\$2,395.00	\$804.81	133.60 %
6000 Repairs & Maintenance								
6199 Misc repairs & supplies	92.55	50.00	42.55	185.10 %	92.55	50.00	42.55	185.10 %
Total for 6000 Repairs & Maintenance	\$92.55	\$50.00	\$42.55	185.10 %	\$92.55	\$50.00	\$42.55	185.10 %
Total for Expenses	\$3,779.86	\$2,920.00	\$859.86	129.45 %	\$3,779.86	\$2,920.00	\$859.86	129.45 %
Net Operating Income	\$9,022.91	\$10,479.00	(\$1,456.09)	86.10 %	\$9,022.91	\$10,479.00	(\$1,456.09)	86.10 %
Net Income	\$9,022.91	\$10,479.00	(\$1,456.09)	86.10 %	\$9,022.91	\$10,479.00	(\$1,456.09)	86.10 %



Budget vs. Actuals

Accrual basis

Great Day Management
8010 Ridge Road, Suite F
Richmond, VA 23229
www.greatdaymanage.com
804-447-5801

High Peak - 2021 High Peak Budget

annual budget

Account	1/1/2021 - 3/31/2021			1/1/2021 - 12/31/2021				
	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	12,672.00	12,672.00	0.00	100.00 %	12,672.00	12,672.00	0.00	100.00 %
Atty/Collection costs reimbursement	131.00	0.00	131.00	--	131.00	0.00	131.00	--
Interest Income	1.79	25.00	(23.21)	7.16 %	1.79	100.00	(98.21)	1.79 %
Late Fee to Owner or HOA	543.39	200.00	343.39	271.70 %	543.39	250.00	293.39	217.36 %
Other Income to Owner or HOA	(545.41)	502.00	(1,047.41)	-108.65 %	(545.41)	2,008.00	(2,553.41)	-27.16 %
Total for Income	\$12,802.77	\$13,399.00	(\$596.23)	95.55 %	\$12,802.77	\$15,030.00	(\$2,227.23)	85.18 %
Expenses								
5000 Landscaping								
5010 Grounds - contract	487.50	475.00	12.50	102.63 %	975.00	4,750.00	(3,775.00)	20.53 %
5020 Grounds improvements	0.00	0.00	0.00	--	0.00	1,000.00	(1,000.00)	0.00 %
Total for 5000 Landscaping	\$487.50	\$475.00	\$12.50	102.63 %	\$975.00	\$5,750.00	(\$4,775.00)	16.96 %
5100 General & Administrative								
5110 Accounting & Tax Return	37.00	25.00	12.00	148.00 %	337.00	300.00	37.00	112.33 %
5135 Collection costs	62.50	100.00	(37.50)	62.50 %	62.50	800.00	(737.50)	7.81 %
5140 Insurance	648.00	650.00	(2.00)	99.69 %	648.00	1,450.00	(802.00)	44.69 %
5150 Legal/Professional	1,092.00	175.00	917.00	624.00 %	1,324.00	700.00	624.00	189.14 %
5155 Management Fees	1,320.00	1,320.00	0.00	100.00 %	1,760.00	5,280.00	(3,520.00)	33.33 %



Budget vs. Actuals

Accrual basis

Great Day Management
 8010 Ridge Road, Suite F
 Richmond, VA 23229
 www.greatdaymanage.com
 804-447-5801

Account	1/1/2021 - 3/31/2021			1/1/2021 - 12/31/2021				
	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
5159 Other Administrative	10.00	25.00	(15.00)	40.00 %	10.00	100.00	(90.00)	10.00 %
5160 Postage /Mailings	30.31	100.00	(69.69)	30.31 %	30.31	400.00	(369.69)	7.58 %
5180 Social	0.00	0.00	0.00	--	0.00	150.00	(150.00)	0.00 %
Total for 5100 General & Administrative	\$3,199.81	\$2,395.00	\$804.81	133.60 %	\$4,171.81	\$9,180.00	(\$5,008.19)	45.44 %
6000 Repairs & Maintenance								
6199 Misc repairs & supplies	92.55	50.00	42.55	185.10 %	92.55	100.00	(7.45)	92.55 %
Total for 6000 Repairs & Maintenance	\$92.55	\$50.00	\$42.55	185.10 %	\$92.55	\$100.00	(\$7.45)	92.55 %
Total for Expenses	\$3,779.86	\$2,920.00	\$859.86	129.45 %	\$5,239.36	\$15,030.00	(\$9,790.64)	34.86 %
Net Operating Income	\$9,022.91	\$10,479.00	(\$1,456.09)	86.10 %	\$7,563.41	\$0.00	\$7,563.41	0.00 %
Net Income	\$9,022.91	\$10,479.00	(\$1,456.09)	86.10 %	\$7,563.41	\$0.00	\$7,563.41	0.00 %



Alliance Association Bank

Alliance Association Bank, a division of Western Alliance Bank.
Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

Last statement: February 28, 2021
This statement: March 31, 2021
Total days in statement period: 31

HIGH PEAK SUBDIVISION ASSOCIATION INC
C/O GREAT DAY MANAGEMENT, INC.
OPERATING
8010 RIDGE RD SUITE F
HENRICO VA 23229-7288

Page 1
XXXXXX8107
(6)

Direct inquiries to:
888-734-4567

Alliance Association Bank
3033 W Ray Road, Ste 200
Chandler AZ 85226

THANK YOU FOR BANKING WITH US!

AAB Community Checking

Account number	XXXXXX8107	Beginning balance	\$19,642.78
Enclosures	6	Total additions	1,265.53
Low balance	\$18,685.85	Total subtractions	1,457.78
Average balance	\$19,112.05	Ending balance	\$19,450.53
Avg collected balance	\$19,091		

CHECKS

Number	Date	Amount	Number	Date	Amount
210	03-02	92.55	218	03-10	10.01
215 *	03-01	50.72	219	03-17	487.50
216	03-01	440.00	* Skip in check sequence		
217	03-09	377.00			

CREDITS

Date	Description	Additions
03-02	' ACH Credit BUILDIUM 231838 210302 CC-0301-79159	163.07
03-12	' Lockbox Deposit	158.40
03-15	' ACH Credit BUILDIUM 231838 210315 CC-0312-8A4BC	179.38
03-22	' Lockbox Deposit	158.40



Check Detail

From 1/1/2021 to 3/31/2021

Great Day Management
8010 Ridge Road, Suite F
Richmond, VA 23229
www.greatdaymanage.com
804-447-5801

Check Date	Check Number	Property or company	Name	Memo	Amount
High Peak operating					
1/4/2021	206	High Peak	Great Day Management	Management fee	440.00
1/4/2021	207	High Peak	Solodar & Solodar		62.50
1/21/2021	208	High Peak	Craze Law, PLLC	Attorney fees	715.00
1/21/2021	209	High Peak	Berkley Insurance Company	10052205 account number	648.00
1/27/2021	210	High Peak	Dog Waste Depot		92.55
1/31/2021	211	High Peak	Great Day Management	Payout of management income	9.34
2/1/2021	212	High Peak	Great Day Management	1099 preparation	37.00
2/1/2021	213	High Peak	Great Day Management	Management fee	440.00
2/28/2021	215	Multiple	Great Day Management	Payout of management income	50.72
3/1/2021	216	High Peak	Great Day Management	Management fee	440.00
2/3/2021		Multiple	Alliance Bank	Return homeowner hoa payment	168.40
3/3/2021	217	High Peak	Craze Law, PLLC	Collection fees	377.00
3/10/2021	218	High Peak	Great Day Management	Printing and postage	10.01
3/11/2021	219	High Peak	J&S Lawn Care LLC	1001 - High Peak Homeowner Association	487.50
3/31/2021	220	High Peak	Great Day Management	Payout of management income	21.44
Total for High Peak operating					\$3,999.46

Summary by bank account

Bank Account	Amount
High Peak operating	3,999.46
Grand total	\$3,999.46

HIGH PEAK SUBDIVISION ASSOCIATION INC
 March 31, 2021

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 XXXXXX8107

Date	Description	Additions
03-23	' ACH Credit BUILDIUM 231838 210323 ACH-0322-327BD	200.00
03-24	' ACH Credit BUILDIUM 231838 210324 CC-0323-5B5C1	405.78
03-31	' Interest Credit	0.50

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
02-28	19,642.78	03-10	18,835.57	03-22	18,844.25
03-01	19,152.06	03-12	18,993.97	03-23	19,044.25
03-02	19,222.58	03-15	19,173.35	03-24	19,450.03
03-09	18,845.58	03-17	18,685.85	03-31	19,450.53

INTEREST INFORMATION

Annual percentage yield earned 0.03%
 Interest-bearing days 31
 Average balance for APY \$19,091.66
 Interest earned \$0.50

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Alliance Association Bank

388591

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

01/27/2021

PAY TO THE ORDER OF Dog Waste Depot \$92.55
DOLLARS

NINETY TWO AND 55/100

Dog Waste Depot
12316 World Trade Drive #102
San Diego CA 92128

VOID AFTER 90 DAYS

Olmi
AUTHORIZED SIGNATURE

MEMO

⑆000000210⑆ ⑆122105980⑆ 8811788107⑆

03/02/2021 210 \$92.55

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

02/28/2021

PAY TO THE ORDER OF Great Day Management \$50.72
DOLLARS

FIFTY AND 72/100

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

VOID AFTER 90 DAYS

Olmi
AUTHORIZED SIGNATURE

MEMO Payout of management income

⑆000000215⑆ ⑆122105980⑆ 8811788107⑆

03/01/2021 215 \$50.72

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

03/01/2021

PAY TO THE ORDER OF Great Day Management \$440.00
DOLLARS

FOUR HUNDRED FORTY

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

VOID AFTER 90 DAYS

Olmi
AUTHORIZED SIGNATURE

MEMO Management fee

⑆000000216⑆ ⑆122105980⑆ 8811788107⑆

03/01/2021 216 \$440.00

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

03/02/2021

PAY TO THE ORDER OF Craze Law PLLC \$377.00
DOLLARS

THREE HUNDRED SEVENTY SEVEN

Craze Law, PLLC
P.O. Box 1654
McIntosh VA 23113

VOID AFTER 90 DAYS

Olmi
AUTHORIZED SIGNATURE

MEMO Collection fees

⑆000000217⑆ ⑆122105980⑆ 8811788107⑆

03/09/2021 217 \$377.00

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

03/10/2021

PAY TO THE ORDER OF Great Day Management \$10.01
DOLLARS

TEN AND 1/100

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

VOID AFTER 90 DAYS

Olmi
AUTHORIZED SIGNATURE

MEMO Printing and postage

⑆000000218⑆ ⑆122105980⑆ 8811788107⑆

03/10/2021 218 \$10.01

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

03/11/2021

PAY TO THE ORDER OF J&S Lawn Care LLC \$487.50
DOLLARS

FOUR HUNDRED EIGHTY SEVEN AND 50/100

J&S Lawn Care LLC
5218 Goldburn Dr
Chesterfield VA 23237

VOID AFTER 90 DAYS

Olmi
AUTHORIZED SIGNATURE

MEMO 1001 - High Peak Homeowner Association

⑆000000219⑆ ⑆122105980⑆ 8811788107⑆

03/17/2021 219 \$487.50



Alliance Association Bank

Alliance Association Bank, a division of Western Alliance Bank.
Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

HIGH PEAK SUBDIVISION ASSOCIATION INC
C/O GREAT DAY MANAGEMENT, INC.
OPERATING
8010 RIDGE RD SUITE F
HENRICO VA 23229-7288

Last statement: January 31, 2020
This statement: February 29, 2020
Total days in statement period: 29

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Direct inquiries to:
888-734-4567

Alliance Association Bank
3033 W Ray Road, Ste 200
Chandler AZ 85226

THANK YOU FOR BANKING WITH US!

AAB Community Checking

Account number	XXXXXX8107	Beginning balance	\$13,360.21
Enclosures	5	Total additions	5,912.31
Low balance	\$14,834.44	Total subtractions	1,029.55
Average balance	\$16,313.75	Ending balance	\$18,242.97
Avg collected balance	\$16,082		

CHECKS

Number	Date	Amount	Number	Date	Amount
151	02-10	490.20	154	02-05	34.00
152	02-12	426.31	155	02-18	40.00
153	02-10	39.04			

CREDITS

Date	Description	Additions
02-03	' Remote Deposit	1,474.23
02-04	' ACH Credit	158.40
	FORTE 231838 200204	
	ACH-0203-2AD8A	
02-04	' Lockbox Deposit	316.80
02-06	' Remote Deposit	158.40
02-06	' Lockbox Deposit	316.80
02-10	' Lockbox Deposit	792.00
02-11	' Lockbox Deposit	475.20

Date	Description	Additions
02-12	' ACH Credit FORTE 231838 200212 ACH-0211-67D4D	158.40
02-18	' Lockbox Deposit	316.80
02-19	' Lockbox Deposit	160.00
02-21	' Lockbox Deposit	316.80
02-24	' Remote Deposit	158.40
02-24	' Lockbox Deposit	158.40
02-25	' Lockbox Deposit	475.20
02-27	' Lockbox Deposit	316.80
02-28	' Lockbox Deposit	158.40
02-29	' Interest Credit	1.28

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
01-31	13,360.21	02-11	16,488.80	02-25	17,766.49
02-03	14,834.44	02-12	16,220.89	02-27	18,083.29
02-04	15,309.64	02-18	16,497.69	02-28	18,241.69
02-05	15,275.64	02-19	16,657.69	02-29	18,242.97
02-06	15,750.84	02-21	16,974.49		
02-10	16,013.60	02-24	17,291.29		

INTEREST INFORMATION

Annual percentage yield earned	0.10%
Interest-bearing days	29
Average balance for APY	\$16,082.68
Interest earned	\$1.28

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Thank you for banking with Alliance Association Bank

DO NOT ACCEPT THIS CHECK without confirming presence of Artificial Watermark on back. Other security features are listed on back.

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

151

02/04/2020

PAY TO THE ORDER OF Great Day Management \$490.20

**** FOUR HUNDRED NINETY AND 20/100 ****
DOLLARS

VOID AFTER 90 DAYS

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

MEMO Multiple bills

Marie Lampton
AUTHORIZED SIGNATURE

⑆000000⑆51⑆ ⑆122⑆05980⑆ 86⑆1⑆788⑆107⑆

02/10/2020 151 \$490.20

DO NOT ACCEPT THIS CHECK without confirming presence of Artificial Watermark on back. Other security features are listed on back.

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

152

02/04/2020

PAY TO THE ORDER OF Solodar & Solodar \$426.31

**** FOUR HUNDRED TWENTY SIX AND 31/100 ****
DOLLARS

VOID AFTER 90 DAYS

Solodar & Solodar
4825 Redford Ave.
Suite 201
Richmond VA 23230

MEMO Collections costs

Marie Lampton
AUTHORIZED SIGNATURE

⑆000000⑆52⑆ ⑆122⑆05980⑆ 86⑆1⑆788⑆107⑆

02/12/2020 152 \$426.31

DO NOT ACCEPT THIS CHECK without confirming presence of Artificial Watermark on back. Other security features are listed on back.

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

153

02/04/2020

PAY TO THE ORDER OF SouthData, Inc \$39.04

**** THIRTY NINE AND 4/100 ****
DOLLARS

VOID AFTER 90 DAYS

SouthData, Inc
201 Technology Lane
Mount Airy NC 27030-6684

MEMO 010710 - Flexbill Statements

Marie Lampton
AUTHORIZED SIGNATURE

⑆000000⑆53⑆ ⑆122⑆05980⑆ 86⑆1⑆788⑆107⑆

02/10/2020 153 \$39.04

DO NOT ACCEPT THIS CHECK without confirming presence of Artificial Watermark on back. Other security features are listed on back.

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

154

02/05/2020

PAY TO THE ORDER OF Great Day Management \$34.00

**** THIRTY FOUR ****
DOLLARS

VOID AFTER 90 DAYS

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

MEMO 1099 E File Charge reimbursement fo Great Day

Marie Lampton
AUTHORIZED SIGNATURE

⑆000000⑆54⑆ ⑆122⑆05980⑆ 86⑆1⑆788⑆107⑆

02/05/2020 154 \$34.00

DO NOT ACCEPT THIS CHECK without confirming presence of Artificial Watermark on back. Other security features are listed on back.

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

155

02/18/2020

PAY TO THE ORDER OF Great Day Management \$40.00

**** FORTY ****
DOLLARS

VOID AFTER 90 DAYS

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

MEMO 1256 - Annual box storage fee

Marie Lampton
AUTHORIZED SIGNATURE

⑆000000⑆55⑆ ⑆122⑆05980⑆ 86⑆1⑆788⑆107⑆

02/18/2020 155 \$40.00



Alliance Association Bank

Alliance Association Bank, a division of Western Alliance Bank.
Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

HIGH PEAK SUBDIVISION ASSOCIATION INC
C/O GREAT DAY MANAGEMENT, INC.
OPERATING
8010 RIDGE RD SUITE F
HENRICO VA 23229-7288

Last statement: January 31, 2021
This statement: February 28, 2021
Total days in statement period: 28

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Direct inquiries to:
888-734-4567

Alliance Association Bank
3033 W Ray Road, Ste 200
Chandler AZ 85226

THANK YOU FOR BANKING WITH US!

AAB Community Checking

Account number	XXXXXX8107	Beginning balance	\$17,262.65
Enclosures	4	Total additions	3,749.87
Low balance	\$16,214.38	Total subtractions	1,369.74
Average balance	\$18,179.47	Ending balance	\$19,642.78
Avg collected balance	\$18,077		

CHECKS

Number	Date	Amount	Number	Date	Amount
208	02-02	715.00	213	02-01	440.00
211 *	02-01	9.34			
212	02-01	37.00			

* Skip in check sequence

DEBITS

Date	Description	Subtractions
02-03	' Return Deposit Item	158.40
02-03	' Direct S/C CHARGE BACK FEE	10.00

CREDITS

Date	Description	Additions
02-02	' Lockbox Deposit	158.40
02-03	' ACH Credit BUILDIUM 231838 210203 CC-0202-3B8B7	163.07

Date	Description	Additions
02-04	' ACH Credit BUILDIUM 231838 210204 ACH-0203-F85CC	158.40
02-04	' Lockbox Deposit	475.20
02-08	' ACH Credit BUILDIUM 231838 210208 CC-0205-21733	163.07
02-08	' ACH Credit BUILDIUM 231838 210208 CC-0206-D81D9	245.70
02-08	' Lockbox Deposit	475.20
02-09	' Remote Deposit	158.40
02-10	' Lockbox Deposit	158.40
02-12	' ACH Credit BUILDIUM 231838 210212 CC-0211-76102	163.07
02-12	' Lockbox Deposit	316.80
02-17	' Lockbox Deposit	158.40
02-23	' Lockbox Deposit	316.80
02-26	' ACH Credit BUILDIUM 231838 210226 CC-0225-CE9E2	163.07
02-26	' ACH Credit BUILDIUM 231838 210226 ACH-0225-69B76	475.20
02-28	' Interest Credit	0.69

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
01-31	17,262.65	02-08	17,731.95	02-23	19,003.82
02-01	16,776.31	02-09	17,890.35	02-26	19,642.09
02-02	16,219.71	02-10	18,048.75	02-28	19,642.78
02-03	16,214.38	02-12	18,528.62		
02-04	16,847.98	02-17	18,687.02		

INTEREST INFORMATION

Annual percentage yield earned	0.05%
Interest-bearing days	28
Average balance for APY	\$18,077.65
Interest earned	\$0.69

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

708

01/21/2021

PAY TO THE ORDER OF Craze Law, PLLC \$715.00

SEVEN HUNDRED FIFTEEN DOLLARS

Craze Law, PLLC
P.O. Box 1654
Midlothian VA 23113

VOID AFTER 90 DAYS

MEMO Attorney fees

AUTHORIZED SIGNATURE

⑆000000208⑆ ⑆122105980⑆ 8611788107⑆

02/02/2021 208 \$715.00

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

211

01/21/2021

PAY TO THE ORDER OF Great Day Management \$9.34

NINE AND 34/100 DOLLARS

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

VOID AFTER 90 DAYS

MEMO Payout of management income

AUTHORIZED SIGNATURE

⑆000000211⑆ ⑆122105980⑆ 8611788107⑆

02/01/2021 211 \$9.34

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

212

02/01/2021

PAY TO THE ORDER OF Great Day Management \$37.00

THIRTY SEVEN DOLLARS

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

VOID AFTER 90 DAYS

MEMO 1099 preparation

AUTHORIZED SIGNATURE

⑆000000212⑆ ⑆122105980⑆ 8611788107⑆

02/01/2021 212 \$37.00

High Peak Subdivision Association
8010 Ridge Road
Suite F
Henrico, VA 23229

Alliance Association Bank
3033 W. Ray Rd. Suite 200
Chandler, AZ 85226

213

02/01/2021

PAY TO THE ORDER OF Great Day Management \$440.00

FOUR HUNDRED FORTY DOLLARS

Great Day Management
8010 Ridge Ave., Suite F
Henrico VA 23229

VOID AFTER 90 DAYS

MEMO Management fee

AUTHORIZED SIGNATURE

⑆000000213⑆ ⑆122105980⑆ 8611788107⑆

02/01/2021 213 \$440.00

Design Document
High Peak

HIGH PEAK SUBDIVISION ASSOCIATION, INC.
Resolution #1

Rules and Regulations

WHEREAS, Article 2, Section 2.5 (a) of the By-Laws of High Peak Subdivision Association, Inc. grant the Board of Directors ("Board") the power to adopt and publish rules and regulations governing the use of the open or Common Area and other facilities, and the personal conduct of the members and their guests thereon.

WHEREAS, Article 2, Section 2.5 (d) of the Bylaws ("Bylaws") of High Peak Subdivision Association, Inc. (the "Association") permits the Board of Directors (the "Board") of the Association to "exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration, and

WHEREAS, at it has been determined that there is a need to establish maintenance requirements of the Lot Owners with respect to the general maintenance of the property to protect the overall aesthetics of the community for preservation and protection of the property values in the community.

NOW, THEREFORE, BE IT RESOLVED, the following general provision will be followed:

Property Maintenance. Property maintenance includes the upkeep of lots, buildings, and other improvements consistent with good property management, proper trash disposal, and animal control.

Each Property Owner has the following responsibilities:

a. **General Property and Lawn Care:**

Each Lot shall be maintained free of tall grass, undergrowth, dead or fallen trees, weeds and trash, and generally free of any condition that would decrease the attractiveness of the Property. Dead or fallen trees which are visible from the street or adjacent properties shall be removed promptly.

Lawns shall be maintained on a regular basis (every 7-10 days) during the growing season to ensure proper lawn height. Regular turf maintenance to include weed control, edging, and pruning must also be conducted on a regular basis as determined by the Board of Directors.

Pruning and care of all trees and shrubbery. No live tree having a diameter over 6" (measured at a point two feet above the ground) may be removed or substantially altered without the prior written approval of the Architectural Control Committee.

Planting beds (including tree rings) must be maintained on a regular basis to remove growth of weed material from established planting bed(s) and to remove any dead plant material. Mulch shall be added to planting beds on an annual basis or as needed.

Enlargement or reduction of existing planting bed areas upon the Lot must be approved by the Board of Directors / Architectural Review Committee.

Painting and external care of structures and other improvements. All improvements made upon the Lot (Home, Shed, Fence, Shutters, Mailboxes, etc.) shall be maintained in good

HIGH PEAK SUBDIVISION ASSOCIATION, INC.
Resolution #1

Rules and Regulations

repair and free from defect. All improvements shall be cleaned on a regular basis to remove dirt, mold, and / or mildew from the exterior of the structure(s) as needed. Mailbox structures must be maintained as originally constructed and installed in regard to color and numbering.

b. **Trash:**

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers maintained in a neat and orderly manner. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition generally out of sight from streets.

Trash cans may only be placed curbside for the purpose of collection. The bin may only be placed curbside for a period of 24 hours from the time of trash collection. Any trash receptacle that has not been removed from the curbside within the provided 24 hour period will be removed at the expense of the Owner.

Large items such as furniture, building materials and all articles which are too large to be placed in trash cans, must be removed from the site by the homeowner within a 24 hour period and may not be placed at the curb for longer than provided 24 hour period for contracted pick up. Any large items that has not been removed from the curbside within the provided 24 hour period will be removed at the expense of the Owner.

c. **Vehicles:**

On Street Parking is discouraged by any member of the association, since it makes it more difficult to safely maneuver vehicles and reduces visibility, especially when children may be playing near the street. The Board of Directors notes that all public streets are governed by VDOT / Prince George County. As such, it is the responsibility of VDOT / Prince George County to ensure proper usage of these streets.

As provided in Article VII of the Declaration, Commercial vehicles (defined as weighing in excess of ¾ tons when empty), vehicles primarily used or designated for commercial purposes, tractors, mobile homes, buses, vehicles used primarily for recreational purposes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall not be parked on any street or in a front yard, but shall only be parked within an enclosed garage or in other areas, if any, designated by the Board of Directors.

Stored vehicles and vehicles which are either obviously inoperable or do not have current licenses plates or inspection sticker, and is defined by the Commonwealth of Virginia as non-compliant with vehicle registration requirements, shall not be permitted upon the Property within the High Peak Subdivision Community.

Delivery and service vehicles may be parked on the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot.

Vehicles shall only be parked within approved parking areas of the community. No vehicle shall be parked or stored upon the Lot in a manner that damages the lawn or turf of the Lot or

HIGH PEAK SUBDIVISION ASSOCIATION, INC.
Resolution #1

Rules and Regulations

Common Area.

ATVs (All-Terrain Vehicles) shall not be operated upon the common area or public streets within the community.

d. Driveway Maintenance

The preferred surface for driveway areas upon a Lot is that of asphalt or concrete. However, the Board acknowledges that gravel driveways are acceptable, but require additional regular maintenance to keep the area free from weeds, and to define such space as designated parking area. All driveway surfaces shall be regularly maintained to ensure proper and adequate parking surface, which includes sealing of asphalt and concrete surfaces, as well as regular maintenance of stone base driveways. Maintenance of stone base driveways shall include:

- Proper edging of the perimeter of the driveway to reduce encroachment of weed material within the parking area.
- Regular weed control maintenance.
- Regular upkeep of stone to ensure a solid base (3-5" of stone) to reduce the establishment of potholes within the parking area.

Material change of driveway surface must be submitted to the Board or Architectural Review Committee for review and approval prior to the installation.

e. Pets

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that of a dog, cat or other household pet, may be kept on a lot provided that it is not kept, bred, or maintained for any commercial purpose.

All animals, when outdoors, shall be under a person's command and maintained on a leash. They shall be supervised by a responsible individual at all times. Such individuals shall be responsible for the immediate clean up and removal of pet waste

Each homeowner shall be absolutely liable to each and all remaining owners, their families, guests, and invitees, and to the Association for any and all damage to person or property caused by such pet brought upon or kept on the Lots or Common Areas by any owner, or by members of his family, guests, or invitees.

Homeowners with yards enclosed by fences may leave dogs or other domestic animals unattended in the enclosed area as long as the animal(s) does not cause a nuisance resulting in any annoyance, and/or is not obnoxious to the members of the Association and/or other residents in the vicinity or is not in violation of the rules and regulations. This includes barking dogs and excessive pet excrement. Homeowners are responsible for the actions for their animals. Any damage caused by the animal is the homeowner's responsibility. Likewise, homeowners must see that their pets do not disturb their neighbors with barking and whining for extended periods of time or during the night and early morning hours.

All Owners shall be responsible for compliance with applicable Prince George County animal

HIGH PEAK SUBDIVISION ASSOCIATION, INC.

Resolution #1

Rules and Regulations

control ordinance.

f. Renting or Leasing

Each owner shall, within thirty (30) days following the execution of any lease of their dwelling, notify the Board of Directors in writing of lessees' name(s), address, telephone number, additional family members and/or occupants and, if applicable, the name, address and telephone number of the rental agent. Said notification shall also include a confirmed copy of the executed lease agreement. The foregoing provisions of this paragraph, shall not apply to a Mortgagee in possession of a property as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

Homeowner(s) must provide a signed Rental Information Form that the tenant understands and agrees to be bound by the Declaration and Bylaws and Rules and Regulations of the Association and agrees to abide by them. Full name(s) of the lessee, and the permanent address and emergency telephone number of the owner(s) and lessee must be provided for the Association by the owner(s).

Any homeowner who does not comply with the Association's requirement to provide names and addresses of tenants as well as required signatures shall be considered to be in violation of the Rules and Regulations of the Association and may be subject to a hearing before the Board of Directors and consequential charges or actions.

Homeowner is responsible for any violation(s) of the Association's Declaration, Bylaws, and Rules and Regulations by the tenant(s). In the event of a violation, the homeowner may be subject to a hearing before the Board of Directors and consequential charges.

g. Miscellaneous Items

Household furniture is not permitted in front or side yards. Patio furniture is permitted in the rear yard and within the confines of any front porch only unless approved in writing by the Board of Directors / Architectural Review Committee.

Each owner shall keep his/her Lot in good order, free of debris, all in a manner and with such frequency as is acceptable to the Association. Front porches will be kept neat in appearance. Front porch storage of appliances, trash, unapproved (household) furniture, building materials, or items that present a cluttered or unkempt appearance is prohibited.

Personal property, including toys, bicycles, gardening tools etc. may not be left in visible areas and should be stored in an area not visible from the street when not being used.

Decorative flags, (in good condition and temporary in nature) up to 3 feet by 5 feet in size, are permitted to be placed upon the Lot. Permanent placement of the flag must be approved by the Architectural Review Committee.

The American Flag may be flown or displayed at any time following normal flag protocol as established. Permanent placement of flagpole upon a lot must be submitted to the ARB /

HIGH PEAK SUBDIVISION ASSOCIATION, INC.

Resolution #1

Rules and Regulations

Board of Directors for approval.

Satellite receiving antennae (dishes) in excess of 1 meter (3.3 feet) in diameter shall be prohibited. Satellite dishes 1 meter or less in diameter are permitted and do not require approval of the board provided that the antennae is located in an area that is reasonably screened from view of the street. Satellite dishes located within front yards may require landscape screening to minimize visual impact, as determined by the Board of Directors.

One (1) For Rent and For Sale sign may be posted upon a lot for the sole purpose of rental or selling a home. Signs shall not be posted within the common areas or rights of way within the common area.

Maximum allowable size of the sign is not to exceed 24' X 36".

Political/Election sign policy: Political/Election signage may be placed upon a private Lot no more than 30 days prior to election date and must be removed within 24 hours of election.

Holiday decorations may not infringe on a neighbors quiet enjoyment of their property. They may be displayed no more than 30 calendar days before the holiday and must be removed within 30 days after the holiday.

Street facing windows shall be free of visible debris and covered with appropriate window treatments or left uncovered. Appropriate window treatments do not include sheets, towels, newspaper or any other paper products unless those coverings are temporary and specifically for the purpose of painting or remodeling and/or providing temporary privacy during the initial move-in. Inappropriate window treatments shall not remain for more than 30 days after the move-in or 30 days after the start of the painting project or remodeling project. Any such violation of this ruling will result in a notice of violation.

Street facing windows shall be free of appliances (window A/C units).

The Board of Directors shall have the right to seek injunctive relief from Prince George County courts, for repeated violation of these rules and regulations of the Association.

Fees and Charges

The following fees shall be charged and/or imposed by the Association as applicable:

Disclosure Packet. The Association has contracted with professional management of the Association and as such any fee associated with the preparation and delivery of a disclosure packet will be charged by the Management Firm directly to the homeowner at a rate in accordance with Section 55-509.7 of the Virginia Property Owners Association Act.

Statement of Assurances or Material Change. The Association has contracted with professional management of the Association and as such any fee associated with the preparation and delivery of a statement of assurances or material change to a disclosure packet will be charged by the Management Firm directly to the homeowner at a rate in

HIGH PEAK SUBDIVISION ASSOCIATION, INC.
Resolution #1

Rules and Regulations

accordance with Section 55-509.7 of the Virginia Property Owners Association Act.

Non-Compliance Enforcement. In accordance with Section 55-513 of the Virginia Property Owners Association Act, the Association shall enforce all non-compliance violations as permitted through state legislation, including but not limited to the action of requesting injunctive relief.

Violation Procedures

The following is an outline of normal procedures for notification and timeline for compliance of common regulations of the Association.

Notification of Violation will be mailed to Homeowner and Renter (if applicable) providing a reasonable period of time for resolution of violation. Homeowner will be provided an opportunity to submit a letter of appeal of any noted violation within 10 days of notification.

Second Notice of Violation will be mailed to Homeowner and Renter (if applicable) providing an additional reasonable period of time for resolution of violation.

Hearing Notice of Violation will be mailed to Homeowner via Regular Mail and Certified Mail, Return Receipt Requested – no less than 14 days prior to the date of the hearing, as provided by Virginia Property Owner's Association Act.

Within 7 days of the hearing, a hearing determination letter will be mailed to Homeowner via Regular Mail and Certified Mail, Return Receipt requested.

If Member is found in violation, Board of Directors shall have the right to refer member to association's attorney for assistance in seeking injunctive relief through the Prince George County Court System. The prevailing party of any such legal action will be entitled to reasonable legal fees as provided in Virginia Property Owners Association Act.

Rules and Regulations

THIS RESOLUTION WAS MADE AND ACCEPTED BY THE BOARD OF DIRECTORS OF THE HIGH PEAK SUBDIVISION ASSOCIATION, INC. ON Oct 2, 2015 and was passed unanimously.

ATTEST: Cynthia King
President

ATTEST: Don D. Ray
Secretary

Insurance Dec Page
High Peak

Issuing Company: Tri-State Insurance Company of Minnesota
11201 Douglas Avenue
Urbandale, IA 50322

Administrative Home Office:
4820 Lake Brook Drive, Suite 300
Glen Allen, VA 23060
804-285-2700

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

Renewal

Policy No.: ADL 4395478 - 47
Previous Policy No.: 4395478-46

Billing Method: Direct Bill
Payment Plan: 1

Named Insured Name and Address	Agency Name and Address	
High Peak Subdivision Association, Inc c/o Great Day Management 8010 Ridge Rd, Suite F Henrico, VA 23229	(804)346-3100 Wilson, Timmons & Wallerstein, Inc. 2570-A Gaskins Road Richmond, VA 23233	00002

POLICY PERIOD

Policy Period: From 01/28/2021 to 01/28/2022 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Town Home Association

Form of Business: Corporation

IN RETURN FOR YOUR PAYMENT OF THE PREMIUM AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	Premium
Commercial General Liability Coverage Part	\$ 648.00
TOTAL:	\$ 648.00

FORMS APPLICABLE TO ALL COVERAGE PARTS

See attached "Schedule of Forms and Endorsements"

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGES FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned: _____
(Date)

By: _____
(Authorized Representative)

Policy No.: ADL 4395478 - 46

CLASSIFICATION & PREMIUM

The Premium & Classifications are subject to change by audit. Audit period: ANNUALLY

Classification	Code No.	Premium Base	Rate		Advance Premium		Other
			Prem/ Ops	Prod/ Comp Ops	Prem/ Ops	Prod/ Comp Ops	
Virginia							
Location #1							
Clubs - civic, service or social - having buildings or premises owned or leased (Not-For-Profit only) - Products-completed operations are subject to the General Aggregate Limit	41668	30.00 Area	76.473		\$105		
Premium for Endorsements							\$175
Product Balance to Minimum Premium							\$145
Total Advance Premium							\$648

FORMS ATTACHED TO THIS POLICY

See attached "Schedule of Forms and Endorsements"

Cyber Coverage Insurance - see form CL IL 01 21

THIS ENDORSEMENT PROVIDES INDEPENDENT COVERAGES, TERMS, AND DEFINITIONS. PLEASE READ IT CAREFULLY.

CYBER COVERAGE INSURANCE

THE ENDORSEMENT'S AGGREGATE LIMIT OF LIABILITY WILL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DAMAGES, CLAIM EXPENSES, PRIVACY BREACH EXPENSES AND BUSINESS INCOME LOSS AND EXTRA EXPENSES.

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS OWNERS COVERAGE FORM

Various provisions in this Endorsement restrict coverage. Read the entire Endorsement carefully to determine rights, duties, and what is and is not covered.

Throughout this Endorsement the words in **bold** are defined terms within Section II, the Definitions section of this Endorsement. Throughout this Endorsement, the words "**you**" and "**your**" refer to the **Insured** as defined in Section II, J. The words "**we**," "**us**," and "**our**" refer to the Company providing this insurance.

Unless stated otherwise in this endorsement, none of the definitions, exclusions, conditions or other provisions in your Coverage Part apply to coverage found in this endorsement. This coverage is subject to the Common Policy Conditions and any superseding jurisdictional endorsements.

SCHEDULE

Coverage	Limit of Insurance/ Sublimit of Insurance
A. Third Party Cyber Liability Coverage	\$100,000
Sublimit for all PCI Fines, which is part of and not in addition to the Third Party Cyber Liability Coverage Limit.	\$10,000
B. Regulatory Proceeding Coverage	\$50,000
Sublimit for all Regulatory Fines all Regulatory Proceedings, which is part of and not in addition to the Regulatory Proceeding Coverage Limit.	\$10,000
C. First Party Privacy Breach Expense Coverage	\$50,000
Sublimit for all Extortion Threat Expenses each Privacy Breach Event or Extortion Threat, which is part of and not in addition to the First Party Privacy Breach Expense Coverage Limit.	\$10,000
Sublimit for all Data Replacement Expenses and System Restoration Expenses each System Compromise, which is part of and not in addition to the First Party Privacy Breach Expense Coverage Limit.	\$10,000
D. First Party Business Interruption Coverage Aggregate	Not Covered
E. Cyber Coverage Aggregate	\$100,000

Deductible \$ 1,000

Business Interruption Waiting Period

Endorsement Premium		\$223
Endorsement Period: From 01/28/2021 to 01/28/2022 At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein		

DIRECTORS & OFFICERS LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. CAP1556922C

Effective Date: **10/19/2020**

12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

**HIGH PEAK SUBDIVISION ASSOCIATION, INC
C/O STELLAR COMMUNITY MANAGEMENT LLC
11543-A NUCKOLS RD
GLEN ALLEN, VA 23059**

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 10/19/2020 To: 10/19/2021

Community Association Directors & Officers Liability - D&O/EPL

ITEM III. LIMITS OF LIABILITY	\$500,000	EACH CLAIM
	\$500,000	IN THE AGGREGATE

ITEM IV. RETENTION:	\$1,000	EACH CLAIM
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ITEM V. PREMIUM:	\$778	
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ITEM VI. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Endorsement EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

EXTENSION OF DECLARATIONS

Policy No. CAP1556922C

Effective Date: 10/19/2020

12:01 AM STANDARD TIME

FORMS AND ENDORSEMENTS

The following forms apply to the Directors And Officers Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CAP	08/15	Community Association Directors & Officers Liability Coverage Form
CAP-235	08/15	Data Breach & Identity Theft Endorsement
CAP-238	08/17	Amend Definition of Organization
CAP-VA	12/18	Virginia State Amendatory Endorsement
* Jacket	07/19	Policy Jacket
VA DISCL	08/18	Virginia Disclosure Notice

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

Regular Meeting Minutes
High Peak

The Meadows at Prince George HOA Meeting Minutes

Location: Virtual Meeting via GOTO Meeting

Date: April 4, 2020

Time: 5:30 PM

Agenda details:

I. Call to Order

The meeting was called to order at 5:30 p.m.

II. Quorum Certification

A quorum was established and verified.

Attendance

Board members: Curtis Johnson (president) and Sebastian Wyatt (vice president) via GOTO Meeting.

Susan Kelly-Wyatt (secretary) and board directors: Troy King and Lindsey Boykins via GOTO Meeting.

Ms. Margie Langston of Great Day Management via GOTO Meeting.

III. Approval of Minutes

Minutes of the October 2019 meeting were not taken, nor could they be approved.

IV. Owner's Forum.

Owner's Forum did not take place.

New Business

Annual Meeting

The annual meeting scheduled for April 2, 2020 was postponed due to the COVID-19

Pandemic. A future date to be determined. Current Officers will remain the same until the Annual Meeting is scheduled. Notices for the Annual Meeting were mailed to homeowners - no proxies were received.

HOA Communications/Social Events

- FaceBook page is not being used to its full potential. Board would like to add committee chairmen to be included in meetings: Social/Events Coordinator; Communications Coordinator.
- There is interest doing a "Night Out @ the Meadows" when the restrictions are lifted (suggestions were a community-wide potluck or have a food truck).
- Suggestion of community event "3K Run" in May/June - Sebastian volunteered to spearhead - clearance received from County.

LGI Builders

- Request from LGI Builders for information regarding the HOA for possible development of 180 additional homes.
- Request to also join the association, and make changes to allow for smaller houses and a longer time period to build on the lots.
- The Board raised concerns regarding road safety in the community; the ability to make the proposed changes for the smaller homes; which area specifically will be developed; would the area be 'co-located'?
- The Board expressed the importance of getting any promises of amenities to be shared in writing. Some amenities will be applicable for the current High Peak 80 homes, not just the new ones.
- This could be a good sales pitch to annex the other sections annexed as ALL homeowners will want to use the amenities (i.e., people from all sections are using the doggie stations paid for by High Peak.)
- The Board requested a timeline of when the building will start so social activities will not be impacted.
- There were concerns that the value of the new homes would come in under the current value of current properties (input from Prince George County required).

Action: Margie is authorized to contact attorney Cassie Craze to discuss how to move forward and protect the association's interests.

Violations

- Property 7713 Rolling Hill Road - Architectural Review Committee determined driveway not in compliance. Homeowner issued received violation charges amounting to \$ 900 accumulated over the extended period of non-compliance. Homeowner brought driveway into compliant state and completed architectural request after-the-fact and now requesting leniency. Board requested details

pertaining to workmanship of driveway (how many inches in depth, contactor name etc).

Action: Board requires a valid written justification why homeowner did not correct the violation nor contact the Board over a period of one year. Board will deliver a decision once homeowner has paid outstanding association fees, and is in full compliance.

Delinquencies

- All delinquencies currently listed and noted by GreatDay Management will be put on hold due to the COVID-19 pandemic. Collections efforts will continue after the courts are in session which may be another 2 months. Anyone in financial hardship due to the pandemic restrictions should contact GreatDay Management and a payment plan will be agreed between the parties.

Newsletter

- Susan and Margie to collaborate on a newsletter and mail to the community. The Board will look into a wider community reach as not all homeowners are on FaceBook . There should be a concerted effort to acquire more email addresses from homeowners.

V. Adjournment

There being no further business, the meeting was adjourned at 6:40 p.m.

Resolutions and Policies
High Peak

RESOLUTION
of the
Board of Directors
of
HIGH PEAK SUBDIVISION 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 Community 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 hereby establishes these Association Complaint Procedures to meet the requirements of Sections 55-530.E and F of the Virginia Code and regulations of the Common Interest Community Ombudsman regarding Association Complaint Procedures effective September 1, 2015; 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 resale certificates prepared pursuant to Virginia's Condominium Act and/or Property Owners' Association, as applicable; and

WHEREAS, this Resolution shall remain in full force and effect until amended by further resolution of the Board.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

NOW THEREFORE, the Board of Directors of High Peak Subdivision Association, Inc. does hereby adopt this Resolution in order to adopt the following Association Complaint Procedures:

1. Right to Submit Association Complaint. 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 provision of the Association's Declaration, Architectural Guidelines, Articles of Incorporation, Bylaws, and/or Rules and Regulations ("Governing Documents"), the Member shall have the right to acquire, complete and submit an Association Complaint Form.

2. Association Complaint Form.
 - a. The Association Complaint Form shall comport substantially with the Association Complaint Form attached to this Resolution as Exhibit A, or with any form required by regulation duly promulgated by Virginia's Common Interest Community Board ("CIC Board").

 - b. The Association Complaint Form shall be submitted to High Peak Subdivision Association, Inc., c/o Stellar Community Management, LLC, 5374 Twin Hickory Road, Glen Allen, VA 23059. Forms may be faxed to 804-273-1334 or sent via e-mail to stellarc@comcast.net. The Association Complaint may be submitted to the Association:
 - (i) By U.S. Mail, registered or certified, return receipt requested;
 - (ii) By hand delivery, *provided, however*, the method of hand delivery must provide a means to prove delivery;
 - (iii) By facsimile to the Association's Managing Agent; and/or
 - (iv) By email to the Association's Manager.

 - c. The Association Complaint Form must be submitted at least fourteen (14) days prior to the next scheduled regular Board Meeting to insure review at that meeting. If the Association Complaint Form is received less than fourteen (14) business days prior to the next scheduled regular Board Meeting, the Association Complaint Form shall be reviewed at the next subsequent regular Board Meeting.

3. Association Complaint Receipt.
 - a. The Association shall provide written acknowledgment of receipt of the

Association Complaint ("Association Complaint Receipt") to the Complainant within seven (7) days of receipt of the Association Complaint. Such acknowledgment shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.

- b. Notice of the date, time and location that the Association Complaint will be considered shall be included in the Association Complaint Receipt required by Association Complaint Provision 3a above. If such Notice is not included in the Association Complaint Receipt, such Notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery. Such Notice shall be mailed within a reasonable time prior to review of the Association Complaint but shall be mailed not less than three (3) days prior to the date set for review of the Complaint.

4. Review of the Association Complaint.

- a. 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.
- b. 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.
- c. In the event the Board determines the Association Complaint is incomplete or contains insufficient information to render a decision, the Board shall cause a written request for additional information that identifies with specificity the information needed to complete the Association Complaint to be sent to the Complainant at the address provided in the Association Complaint. Such written request shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.

5. Final Determination Letter. The Board shall render a written decision and/or review of the Complaint ("Association Complaint Final Determination Letter" or

"Final Determination Letter") to the Member within seven (7) days of the regular Board Meeting during which the Association Complaint was reviewed.

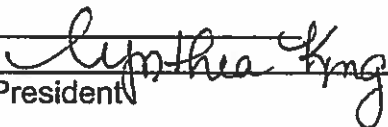
The Final Determination Letter shall:

- a. Be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided in the Association Complaint, or if consistent with established Association procedure, by electronic means provided the sender retains sufficient proof of the electronic delivery.
 - b. Be dated as of the date of issuance and include specific citations to applicable Association Governing Documents, laws or regulations that led to the Final Determination.
 - c. Include the Registration Number of the Association and the name and License Number of the Common Interest Community Association Manager.
 - d. Include the Complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman, along with the applicable contact information.
6. Appeal. The determination of the Board as reflected in the Final Determination Letter shall be the final decision of the Board. The Board has not adopted an appeal process and shall not hear an appeal of the Final Determination Letter.
7. 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 Common Interest Community Ombudsman ("CICO") for assistance. The CICO may be reached at the Department of Professional and Occupational Regulation, 9960 Mayland Drive, Suite 400, Richmond, Virginia 23233. The CICO's current telephone number is (804) 367-8510. The CICO's current email address is cic@dpor.virginia.gov.
8. Complainant's 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, 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 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 adverse decision.

9. The Association Complaint Form, all attachments thereto and a copy of the Final Determination Letter ("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 Lot Owner(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.
10. The Board shall amend and restate this Association Complaint Procedures Resolution each time the name, address, telephone number and email address of the Association's Manager changes to remain compliant with Section 55-530.E.2 of the Virginia Code.

IN WITNESS WHEREOF the Board of Directors of High Peak Subdivision Association, Inc. has set their hands on this 2 day of OCTOBER, 2015.



Director, President



Director, Secretary

**RESOLUTION 2015
OF
THE BOARD OF DIRECTORS OF THE – HIGH PEAK SUBDIVISION ASSOCIATION,
INC.
(Policy for Records Inspection and Cost Schedule)**

WHEREAS, all Owners of Lots in High Peaks Subdivision are Members of High Peak Subdivision Association, Inc. (Owners and Members collectively referred to in this Resolution as “Members”); and

WHEREAS, the Association and all Members are subject to the provisions of Virginia’s Property Owners’ Association Act and Virginia’s Nonstock Corporation Act; and

WHEREAS, Section 55-510.B of Virginia’s Property Owners’ Association Act (“POAA”) authorizes Association Members to request examination and copying of books and/or records (“Records Request”) kept by or on behalf of the Association, *provided, however*, the request is for a proper purpose related to the Member’s membership in the Association, *provided, further*, Records Requests are subject to the limitations and exemptions set forth in the POAA as set forth more fully in this Resolution; and

WHEREAS, the Association is authorized to impose and collect a charge to respond to Records Requests; and

WHEREAS, effective September 1, 2015, the Association may impose and collect a charge to respond to Records Requests only in accordance with a cost schedule (“Cost Schedule”) adopted pursuant to Section 55-510 of the POAA; and

NOW THEREFORE, the Board of Directors of High Peak Subdivision Association, Inc. (“Board”) does hereby adopt this Resolution in order to adopt the following Records Request procedures and Cost Schedule:

1. Cost Schedule: Pursuant to Section 55-510.D of Virginia’s Property Owners’ Association Act, the Association shall impose and collect a charge as follows for response to a Member’s Records Request, as defined in Section 2 below:
 - a. \$50.00 per hour, charged by the quarter hour, for the costs of labor to respond to the Member’s Records Request;
 - b. \$0.10 per page, for the cost of black and white copies, and \$0.15 per page, for the cost of color copies for the materials required to respond to the Member’s Records Request. 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.

The cost schedule shall apply equally to all Association Members in good standing, and shall be provided to an Association Member submitting a Records Request at the time the Records Request is made.

2. Records Request Policy:

a. Pursuant to Section 55-510.B of the POAA, and subject to Section 55-510.C of the POAA and Section 3 below, and so long as the request is for a proper purpose related to a Member's membership in the Association, all books and records kept by or on behalf of the Association, shall be available for examination and copying by a Member in good standing or the Member's authorized agent ("Records Request") including but not limited to:

(1) The Association's Membership list and addresses, which shall not be used for purposes of pecuniary gain or commercial solicitation; and

(2) The actual salary of the six highest compensated employees of the Association earning over \$75,000, if any, and aggregate salary information of all other employees of the Association, if any; however, individual salary information shall not be available for examination and copying during the Declarant Control Period, if the Association is still in the Declarant Control Period.

b. The Board of Directors considers an Association Member in "good standing", and therefore eligible to submit and receive a response to, a Records Request, if the Member's financial obligation is current in accordance with the Association's Bylaws and/or Collections Policy.

c. This right of examination shall exist without reference to the duration of membership and may be exercised (i) only during reasonable business hours or at a mutually convenient time and location and (ii) upon five (5) days' written notice reasonably identifying the purpose for the request and the specific books and records of the Association requested.

3. Exemptions: Pursuant to Section 55-510.C of the POAA, books and records kept by or on behalf of the Association may, and hereby shall, be withheld from inspection and copying to the extent that they concern:

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

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

c. Pending or probable litigation. "Probable litigation" means those instances where there has been a specific threat of litigation from a party or the legal counsel of a party;

c. Pending or probable litigation. "Probable litigation" means those instances where there has been a specific threat of litigation from a party or the legal counsel of a party;

d. Matters involving state or local administrative or other formal proceedings before a government tribunal for enforcement of the association documents or rules and regulations promulgated pursuant to the POAA;

e. Communications with legal counsel that relate to subdivisions a. through d. or that are protected by the attorney-client privilege or the attorney work product doctrine;

f. Disclosure of information in violation of law;

g. Meeting minutes or other confidential records of an executive session of the Board of Directors;

h. Documentation, correspondence or management or board reports compiled for or on behalf of the association or the board by its agents or committees for consideration by the board in executive session; or

i. Individual Unit Owner or member files, other than those of the requesting Lot Owner, including any individual lot owner's or member's files kept by or on behalf of the association.

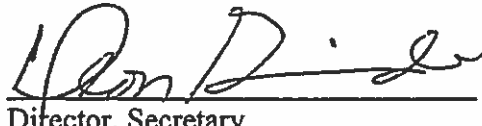
4. Section 55-510 of Virginia's Property Owners Association Act is attached hereto as Exhibit A to this Resolution.

5. Association Records Request Form: The Association's Records Request Form shall be or shall be similar to the Form attached as Exhibit B to this Resolution.

IN WITNESS WHEREOF the Board of Directors of High Peak Subdivision Association, Inc. has set their hands on this 2 day of October, 2015.



Director, President



Director, Secretary

SECTION 55-510.A through D OF
PROPERTY OWNERS' ASSOCIATION ACT (as of July 1, 2012)

§ 55-510. Access to association records; association meetings; notice.

A. The association shall keep detailed records of receipts and expenditures affecting the operation and administration of the association. All financial books and records shall be kept in accordance with generally accepted accounting practices.

B. Subject to the provisions of subsection C and so long as the request is for a proper purpose related to his membership in the association, all books and records kept by or on behalf of the association, shall be available for examination and copying by a member in good standing or his authorized agent including but not limited to:

1. The association's membership list and addresses, which shall not be used for purposes of pecuniary gain or commercial solicitation; and
2. The actual salary of the six highest compensated employees of the association earning over \$75,000 and aggregate salary information of all other employees of the association; however, individual salary information shall not be available for examination and copying during the declarant control period.

This right of examination shall exist without reference to the duration of membership and may be exercised (i) only during reasonable business hours or at a mutually convenient time and location and (ii) upon five days' written notice reasonably identifying the purpose for the request and the specific books and records of the association requested.

C. Books and records kept by or on behalf of an association may be withheld from inspection and copying to the extent that they concern:

1. Personnel matters relating to specific, identified persons or a person's medical records;
2. Contracts, leases, and other commercial transactions to purchase or provide goods or services, currently in or under negotiation;
3. Pending or probable litigation. Probable litigation means those instances where there has been a specific threat of litigation from a party or the legal counsel of a party;
4. Matters involving state or local administrative or other formal proceedings before a government tribunal for enforcement of the association documents or rules and regulations promulgated pursuant to § 55-513;
5. Communications with legal counsel that relate to subdivisions 1 through 4 or that are protected by the attorney-client privilege or the attorney work product doctrine;
6. Disclosure of information in violation of law;

7. Meeting minutes or other confidential records of an executive session of the board of directors held in accordance with subsection C of § 55-510.1;

8. Documentation, correspondence or management or board reports compiled for or on behalf of the association or the board by its agents or committees for consideration by the board in executive session; or

9. Individual unit owner or member files, other than those of the requesting lot owner, including any individual lot owner's or member's files kept by or on behalf of the association.

D. (Effective September 1, 2015) Prior to providing copies of any books and records to a member in good standing under this section, the association may impose and collect a charge, reflecting the reasonable costs of materials and labor, not to exceed the actual costs thereof. Charges may be imposed only in accordance with a cost schedule adopted by the board of directors in accordance with this subsection. The cost schedule shall (i) specify the charges for materials and labor, (ii) apply equally to all members in good standing, and (iii) be provided to such requesting member at the time the request is made.

The High Peak Subdivision Association, Inc.
Request for Access to Association Books and Records

Owner's Name: _____

Association Address: _____

Mailing Address: _____

Date: _____

Telephone Number: _____

Email Address: _____

I hereby request the Association provide access to the Association's books and records pursuant to Section 55-510 of Virginia's Property Owners' Act.

1. The books and records that I wish to review are ("Records Request"):

a. _____

b. _____

c. _____

Attach additional requests on separate sheets as necessary.

2. By my/our signature(s) below, I/we certify that my/our request to review the Association's books and records is for a proper purpose related to my/our Association membership, and if my/our request includes a request for an Association membership list and addresses ("Membership List"), the Membership List shall not be used for purposes of commercial gain or solicitation. Specifically, my/our reason(s) for wanting to review the books and records of the Association is as follows:

3. By my/our signature(s) below, I/we further acknowledge:

a. I/we have received and accept the Association's Policy for Records Inspections and Cost Schedule;

b. My/our Records Request will be made available at such time and place as the Association's policy provides;

c. There may be a cost associated with the Association's processing of the Records Request;

d. I/we agree to pay any costs associated with the Association's processing of the Records Request, including but not limited to the actual and reasonable costs of materials and labor; and

e. I/we may be required to pay for such costs prior to receipt and/or review of the completed Requests Request.

Member Signature

Date

Member's Printed Name

Member Signature

Date

Member's Printed Name

=====

This Block for Association Use Only:

Date Records Request Received by Association's Manager: _____

Records Request Received By: _____

Signature of Association Manager to certify Date Request Received:

Printed Name of Association Manager who received Records Request

Date Records Request Completed by Association's Manager: _____

Records Request Response Completed By:

Signature of Association Manager to certify Date Request Completed

Printed Name of Association Manager who received Records Request

Copies of all documents provided in response to this Records Request are attached.

A List of Documents provided in response to Requests Request:

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WHEREAS, Article 2, Section 2.5 (a) of the By-Laws of High Peak Subdivision Association, Inc. grant the Board of Directors ("Board") the power to adopt and publish rules and regulations governing the use of the open or Common Area and other facilities, and the personal conduct of the members and their guests thereon.

WHEREAS, Article 2, Section 2.5 (d) of the Bylaws ("Bylaws") of High Peak Subdivision Association, Inc. (the "Association") permits the Board of Directors (the "Board") of the Association to "exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration, and

WHEREAS, at it has been determined that there is a need to establish maintenance requirements of the Lot Owners with respect to the general maintenance of the property to protect the overall aesthetics of the community for preservation and protection of the property values in the community.

NOW, THEREFORE, BE IT RESOLVED, the following general provision will be followed:

Property Maintenance. Property maintenance includes the upkeep of lots, buildings, and other improvements consistent with good property management, proper trash disposal, and animal control.

Each Property Owner has the following responsibilities:

a. **General Property and Lawn Care:**

Each Lot shall be maintained free of tall grass, undergrowth, dead or fallen trees, weeds and trash, and generally free of any condition that would decrease the attractiveness of the Property. Dead or fallen trees which are visible from the street or adjacent properties shall be removed promptly.

Lawns shall be maintained on a regular basis (every 7-10 days) during the growing season to ensure proper lawn height. Regular turf maintenance to include weed control, edging, and pruning must also be conducted on a regular basis as determined by the Board of Directors.

Pruning and care of all trees and shrubbery. No live tree having a diameter over 6" (measured at a point two feet above the ground) may be removed or substantially altered without the prior written approval of the Architectural Control Committee.

Planting beds (including tree rings) must be maintained on a regular basis to remove growth of weed material from established planting bed(s) and to remove any dead plant material. Mulch shall be added to planting beds on an annual basis or as needed.

Enlargement or reduction of existing planting bed areas upon the Lot must be approved by the Board of Directors / Architectural Review Committee.

Painting and external care of structures and other improvements. All improvements made upon the Lot (Home, Shed, Fence, Shutters, Mailboxes, etc.) shall be maintained in good

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repair and free from defect. All improvements shall be cleaned on a regular basis to remove dirt, mold, and / or mildew from the exterior of the structure(s) as needed. Mailbox structures must be maintained as originally constructed and installed in regard to color and numbering.

b. **Trash:**

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers maintained in a neat and orderly manner. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition generally out of sight from streets.

Trash cans may only be placed curbside for the purpose of collection. The bin may only be placed curbside for a period of 24 hours from the time of trash collection. Any trash receptacle that has not been removed from the curbside within the provided 24 hour period will be removed at the expense of the Owner.

Large items such as furniture, building materials and all articles which are too large to be placed in trash cans, must be removed from the site by the homeowner within a 24 hour period and may not be placed at the curb for longer than provided 24 hour period for contracted pick up. Any large items that has not been removed from the curbside within the provided 24 hour period will be removed at the expense of the Owner.

c. **Vehicles:**

On Street Parking is discouraged by any member of the association, since it makes it more difficult to safely maneuver vehicles and reduces visibility, especially when children may be playing near the street. The Board of Directors notes that all public streets are governed by VDOT / Prince George County. As such, it is the responsibility of VDOT / Prince George County to ensure proper usage of these streets.

As provided in Article VII of the Declaration, Commercial vehicles (defined as weighing in excess of ¾ tons when empty), vehicles primarily used or designated for commercial purposes, tractors, mobile homes, buses, vehicles used primarily for recreational purposes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall not be parked on any street or in a front yard, but shall only be parked within an enclosed garage or in other areas, if any, designated by the Board of Directors.

Stored vehicles and vehicles which are either obviously inoperable or do not have current licenses plates or inspection sticker, and is defined by the Commonwealth of Virginia as non-compliant with vehicle registration requirements, shall not be permitted upon the Property within the High Peak Subdivision Community.

Delivery and service vehicles may be parked on the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot.

Vehicles shall only be parked within approved parking areas of the community. No vehicle shall be parked or stored upon the Lot in a manner that damages the lawn or turf of the Lot or

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Common Area.

ATVs (All-Terrain Vehicles) shall not be operated upon the common area or public streets within the community.

d. Driveway Maintenance

The preferred surface for driveway areas upon a Lot is that of asphalt or concrete. However, the Board acknowledges that gravel driveways are acceptable, but require additional regular maintenance to keep the area free from weeds, and to define such space as designated parking area. All driveway surfaces shall be regularly maintained to ensure proper and adequate parking surface, which includes sealing of asphalt and concrete surfaces, as well as regular maintenance of stone base driveways. Maintenance of stone base driveways shall include:

- Proper edging of the perimeter of the driveway to reduce encroachment of weed material within the parking area.
- Regular weed control maintenance.
- Regular upkeep of stone to ensure a solid base (3-5" of stone) to reduce the establishment of potholes within the parking area.

Material change of driveway surface must be submitted to the Board or Architectural Review Committee for review and approval prior to the installation.

e. Pets

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that of a dog, cat or other household pet, may be kept on a lot provided that it is not kept, bred, or maintained for any commercial purpose.

All animals, when outdoors, shall be under a person's command and maintained on a leash. They shall be supervised by a responsible individual at all times. Such individuals shall be responsible for the immediate clean up and removal of pet waste

Each homeowner shall be absolutely liable to each and all remaining owners, their families, guests, and invitees, and to the Association for any and all damage to person or property caused by such pet brought upon or kept on the Lots or Common Areas by any owner, or by members of his family, guests, or invitees.

Homeowners with yards enclosed by fences may leave dogs or other domestic animals unattended in the enclosed area as long as the animal(s) does not cause a nuisance resulting in any annoyance, and/or is not obnoxious to the members of the Association and/or other residents in the vicinity or is not in violation of the rules and regulations. This includes barking dogs and excessive pet excrement. Homeowners are responsible for the actions for their animals. Any damage caused by the animal is the homeowner's responsibility. Likewise, homeowners must see that their pets do not disturb their neighbors with barking and whining for extended periods of time or during the night and early morning hours.

All Owners shall be responsible for compliance with applicable Prince George County animal

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control ordinance.

f. Renting or Leasing

Each owner shall, within thirty (30) days following the execution of any lease of their dwelling, notify the Board of Directors in writing of lessees' name(s), address, telephone number, additional family members and/or occupants and, if applicable, the name, address and telephone number of the rental agent. Said notification shall also include a confirmed copy of the executed lease agreement. The foregoing provisions of this paragraph, shall not apply to a Mortgagee in possession of a property as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

Homeowner(s) must provide a signed Rental Information Form that the tenant understands and agrees to be bound by the Declaration and Bylaws and Rules and Regulations of the Association and agrees to abide by them. Full name(s) of the lessee, and the permanent address and emergency telephone number of the owner(s) and lessee must be provided for the Association by the owner(s).

Any homeowner who does not comply with the Association's requirement to provide names and addresses of tenants as well as required signatures shall be considered to be in violation of the Rules and Regulations of the Association and may be subject to a hearing before the Board of Directors and consequential charges or actions.

Homeowner is responsible for any violation(s) of the Association's Declaration, Bylaws, and Rules and Regulations by the tenant(s). In the event of a violation, the homeowner may be subject to a hearing before the Board of Directors and consequential charges.

g. Miscellaneous Items

Household furniture is not permitted in front or side yards. Patio furniture is permitted in the rear yard and within the confines of any front porch only unless approved in writing by the Board of Directors / Architectural Review Committee.

Each owner shall keep his/her Lot in good order, free of debris, all in a manner and with such frequency as is acceptable to the Association. Front porches will be kept neat in appearance. Front porch storage of appliances, trash, unapproved (household) furniture, building materials, or items that present a cluttered or unkempt appearance is prohibited.

Personal property, including toys, bicycles, gardening tools etc. may not be left in visible areas and should be stored in an area not visible from the street when not being used.

Decorative flags, (in good condition and temporary in nature) up to 3 feet by 5 feet in size, are permitted to be placed upon the Lot. Permanent placement of the flag must be approved by the Architectural Review Committee.

The American Flag may be flown or displayed at any time following normal flag protocol as established. Permanent placement of flagpole upon a lot must be submitted to the ARB /

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Board of Directors for approval.

Satellite receiving antennae (dishes) in excess of 1 meter (3.3 feet) in diameter shall be prohibited. Satellite dishes 1 meter or less in diameter are permitted and do not require approval of the board provided that the antennae is located in an area that is reasonably screened from view of the street. Satellite dishes located within front yards may require landscape screening to minimize visual impact, as determined by the Board of Directors.

One (1) For Rent and For Sale sign may be posted upon a lot for the sole purpose of rental or selling a home. Signs shall not be posted within the common areas or rights of way within the common area.

Maximum allowable size of the sign is not to exceed 24' X 36".

Political/Election sign policy: Political/Election signage may be placed upon a private Lot no more than 30 days prior to election date and must be removed within 24 hours of election.

Holiday decorations may not infringe on a neighbors quiet enjoyment of their property. They may be displayed no more than 30 calendar days before the holiday and must be removed within 30 days after the holiday.

Street facing windows shall be free of visible debris and covered with appropriate window treatments or left uncovered. Appropriate window treatments do not include sheets, towels, newspaper or any other paper products unless those coverings are temporary and specifically for the purpose of painting or remodeling and/or providing temporary privacy during the initial move-in. Inappropriate window treatments shall not remain for more than 30 days after the move-in or 30 days after the start of the painting project or remodeling project. Any such violation of this ruling will result in a notice of violation.

Street facing windows shall be free of appliances (window A/C units).

The Board of Directors shall have the right to seek injunctive relief from Prince George County courts, for repeated violation of these rules and regulations of the Association.

Fees and Charges

The following fees shall be charged and/or imposed by the Association as applicable:

Disclosure Packet. The Association has contracted with professional management of the Association and as such any fee associated with the preparation and delivery of a disclosure packet will be charged by the Management Firm directly to the homeowner at a rate in accordance with Section 55-509.7 of the Virginia Property Owners Association Act.

Statement of Assurances or Material Change. The Association has contracted with professional management of the Association and as such any fee associated with the preparation and delivery of a statement of assurances or material change to a disclosure packet will be charged by the Management Firm directly to the homeowner at a rate in

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accordance with Section 55-509.7 of the Virginia Property Owners Association Act.

Non-Compliance Enforcement. In accordance with Section 55-513 of the Virginia Property Owners Association Act, the Association shall enforce all non-compliance violations as permitted through state legislation, including but not limited to the action of requesting injunctive relief.

Violation Procedures

The following is an outline of normal procedures for notification and timeline for compliance of common regulations of the Association.

Notification of Violation will be mailed to Homeowner and Renter (if applicable) providing a reasonable period of time for resolution of violation. Homeowner will be provided an opportunity to submit a letter of appeal of any noted violation within 10 days of notification.

Second Notice of Violation will be mailed to Homeowner and Renter (if applicable) providing an additional reasonable period of time for resolution of violation.

Hearing Notice of Violation will be mailed to Homeowner via Regular Mail and Certified Mail, Return Receipt Requested – no less than 14 days prior to the date of the hearing, as provided by Virginia Property Owner's Association Act.

Within 7 days of the hearing, a hearing determination letter will be mailed to Homeowner via Regular Mail and Certified Mail, Return Receipt requested.

If Member is found in violation, Board of Directors shall have the right to refer member to association's attorney for assistance in seeking injunctive relief through the Prince George County Court System. The prevailing party of any such legal action will be entitled to reasonable legal fees as provided in Virginia Property Owners Association Act.

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THIS RESOLUTION WAS MADE AND ACCEPTED BY THE BOARD OF DIRECTORS OF THE HIGH PEAK SUBDIVISION ASSOCIATION, INC. ON Oct 2, 2015 and was passed unanimously.

ATTEST: Cynthia King
President

ATTEST: Don D. Ray
Secretary

W-9
High Peak

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
High Peak Subdivision Association

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **HOA**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions. **HOA**
 Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
--	--	--	---	--	--	--	--	--

OR

Employer identification number

5	6	-	2	6	5	9	4	2	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ *1/29/19*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.