

1 Governing 2 Documents

3 Amberleigh Homeowners Association, Inc.

4 Chapter 100

5 Organization

6 100.01 Definitions¹

7 As used in the governing documents, unless
8 context otherwise requires:

9 "Agent" means a professional management
10 organization retained by the board or such
11 other persons who shall be so named from time
12 to time.

13 "Annual Assessment" means the annual charge
14 shared by all members, established pursuant to
15 the governing documents.

16 "Assessable Unit" means any real property
17 within the properties which is subject to
18 assessments pursuant to the governing
19 documents.

20 "Association" means Amberleigh Homeowners
21 Association, Inc., a Virginia homeowners
22 association.

23 "Board" means the duly elected governing body
24 of the Association pursuant to the Governing
25 Documents.

26 "Board Representative" means the president,
27 vice-president, officer, director, or a board
28 member formally authorized by the board to
29 act as liaison with the agent between duly
30 convened meetings of the board.

31 "Common Area" means all real property owned
32 or leased by the association for the common
33 use and enjoyment of the owners pursuant to
34 the governing documents.

35 "Fees" means all fees, rates, and charges
36 established by the association that the owners
37 are obligated to pay pursuant to the governing
38 documents, including, but not limited to: annual
39 assessments, services assessments, special
40 assessments, maintenance and service charges,
41 interest, late payment costs and other charges
42 pursuant to the governing documents.

43 "Governing Documents" means the declaration
44 of covenants, conditions and restrictions,
45 supplementary declaration, covenants,
46 conditions and restrictions, if any, amendments
47 to the declaration, covenants, conditions and
48 restrictions, bylaws, deed of dedication,
49 subdivision, easement and rules and regulations
50 adopted by the board and any federal, state, or
51 local laws, rules, or regulations applicable to the
52 properties.

53 "Incident" means an accident, injury to a
54 person, damage to property

55 "Member" means a person entitled to
56 membership pursuant to the governing
57 documents.

58 "Owner" means the record owner, whether one
59 or more persons or entities, of the fee simple
60 title to any lot which is part of the properties,
61 including contract sellers, but excluding those
62 having such interest merely as security for the
63 performance of an obligation.

¹ Enacted May 17, 2012; amended October 2013;
amended by order June 20, 2014. Note, these
definitions do not apply to chapters 200, 300, and
400 which have their own definitions. However,
other provisions may be used to interpret chapters
200, 300, and 400.

1 "Person" means a natural person, any legal
2 entity recognized by the commonwealth of
3 Virginia, and any governmental entity.

4 "Properties" means certain real property
5 described in the governing documents.

6 "Proof of compliance" means documentation
7 demonstrating compliance with a requirement
8 to hold a current license, bond, permit,
9 workers' compensation coverage; and general
10 liability insurance.

11 "Record" means any material on which written,
12 drawn, printed, spoken, visual or
13 electromagnetic information is recorded or
14 preserved, regardless of physical form or
15 characteristics, which has been created or is
16 being kept by an authority, including but not
17 limited to, handwritten, typed or printed pages,
18 maps, charts, photographs, films, recordings,
19 tapes, including computer tapes, computer
20 printouts and optical disks, drafts, notes,
21 preliminary computations and like materials.

22 "Resident" means:

23 (A) each individual occupying any
24 assessable unit pursuant to a lease
25 agreement with the owner thereof
26 who, if requested by the board, has
27 delivered proof of such lease
28 agreement to the board;

29 (B) members of the immediate family of
30 such individual or of an owner who
31 actually resides in an assessable unit
32 and in the same household with each
33 such individual or owner; or

34 (C) any person who has a fixed place of
35 habitation at an assessable unit of any
36 such individual or owner to which,

37 whenever he is absent, he has the
38 intention of returning.

39 "Special Assessment" means any special charge
40 established pursuant to the governing
41 documents.

42 "Tenant" means a person who occupies space in
43 an assessable unit either by virtue of a lease
44 with an owner or with the association.

45 "Townhouse" means the dwelling located on
46 an assessable unit.

47 "Vendor" means any person and their agents,
48 employees, or other persons engaged to
49 preform services or provide goods to the
50 association.

51 **100.02 Governing documents construction**²

52 (1) DIVISION. Unless context otherwise
53 requires, the governing documents shall be
54 divided as follows:

55 (a) Chapter, abbreviated "ch" or in the
56 plural "chs" and sequenced starting at
57 100.

58 (b) Section, abbreviated "s" or in the
59 plural "ss" and sequenced started at
60 "000.01"

61 (c) Subsection, abbreviated "sub" or in
62 the plural "subs" and sequenced
63 starting at "(1)"

64 (d) Paragraph, abbreviated "par" or in
65 the plural "pars" and sequenced
66 starting at "(a)".

² Enacted May 17, 2012; amended October 2013.

1	(e) Subdivision, abbreviated “subd” or	38	(ii) If the last day within which
2	in the plural “subds” and sequenced	39	an act is to be done, or
3	starting at “(i)”.	40	proceeding had or taken, falls
		41	on a Sunday or legal holiday the
4	(f) Subdivision paragraphs, abbreviated	42	act may be done or the
5	“subd par” or in the plural “subds par”	43	proceeding had or taken on the
6	and sequenced starting at “(A)”	44	next secular day.
7	(2) CONSTRUCTION RULES. In construing the	45	(iii) Regardless of whether the
8	governing documents, the following shall be	46	time limited in any statute for
9	observed unless construction in accordance	47	the taking of any proceeding or
10	with a rule would produce a result inconsistent	48	the doing of an act is measured
11	with the manifest intent of the association:	49	from an event or from the date
		50	or day on which such event
12	(a) <i>Singular and plural.</i> The singular	51	occurs, the day on which such
13	includes the plural, and the plural	52	event took place shall be
14	includes the singular.	53	excluded in the computation of
		54	such time.
15	(b) <i>Gender.</i> Words importing one	55	(iv) "Legal holiday" as used in
16	gender extend and may be applied to	56	the governing documents
17	any gender. Any person who is	57	means any legal holiday
18	designated a chairman or other similar	58	designated by the
19	title may use another equivalent title	59	commonwealth or by the
20	such as, in the case of a chairman,	60	United States of America.
21	"chair", "chairperson", "chairwoman" or		
22	other such appropriate title.		
		61	(v) This subd. (v) shall not apply
23	(c) <i>Tenses.</i> The present tense of a verb	62	to ch. 737.
24	includes the future when applicable.		
25	The future perfect tense includes past	63	(e) <i>Titles and history notes.</i> The titles
26	and future tenses.	64	to subchapters, sections, subsections,
		65	paragraphs and subdivisions of the
27	(d) <i>Time, how computed.</i>	66	governing documents and history notes
		67	are not part of the governing
28	(i) The time within which an act	68	documents.
29	is to be done, or proceeding		
30	had or taken, shall be	69	(f) <i>Construction of governing</i>
31	computed by excluding the first	70	<i>documents.</i> A governing document is to
32	day and including the last; and	71	be understood in the same sense as the
33	when any such time is	72	original unless the change in language
34	expressed in hours the whole of	73	indicates a different meaning so clearly
35	Sunday and of any legal holiday,	74	as to preclude judicial construction. If
36	from midnight to midnight,	75	the revision motion or resolution
37	shall be excluded.		

1 contains a note which says that the
2 meaning of the statute to which the
3 note relates is not changed by the
4 revision, the note is indicative of the
5 board's intent.

6 (3) CONSTRUCTION OF WORDS AND PHRASES.
7 In the construction of governing documents the
8 words and phrases which follow shall be
9 construed as indicated unless such construction
10 would produce a result inconsistent with the
11 manifest intent of the board:

12 (a) *General rule.* All words and phrases
13 shall be construed according to
14 common and approved usage; but
15 technical words and phrases and others
16 that have a peculiar meaning in the
17 governing documents shall be
18 construed according to such meaning.

19 (b) *Following.* "Following," when used
20 by way of reference to any division of
21 the governing documents, means the
22 division next following that in which the
23 reference is made.

24 (c) *Heretofore and hereafter.*
25 "Heretofore" means any time previous
26 to the day on which the governing
27 document containing it takes effect;
28 "hereafter" means the time after the
29 governing document containing such
30 word takes effect.

31 (d) *Month.* "Month" means a calendar
32 month unless otherwise expressed.

33 (e) *Nighttime.* "Nighttime," used in any
34 governing document means the time
35 between one hour after sunset on one
36 day and one hour before sunrise on the
37 following day; and the time of sunset
38 and sunrise shall be ascertained

39 according to the mean solar time of
40 Eastern Time, as given in any almanac.

41 (f) *Preceding.* "Preceding," when used
42 by way of reference to any division of
43 the governing documents, means the
44 division next preceding that in which
45 the reference is made.

46 (g) *Week.* "Week" means seven (7)
47 consecutive days.

48 (h) *Written or in writing.* "Written" or
49 "in writing" includes any representation
50 of words, letters, symbols or figures.

51 **100.03 Certified governing documents.**³

52 The governing documents as certified by the
53 board shall be prima facie evidence of the
54 governing documents in effect; but they shall
55 not preclude reference to, nor control, in case
56 of any discrepancy, any original motion or
57 resolution of the board or membership.

58 **100.04 Renumbering.**⁴

59 The treasurer or president may renumber,
60 retitle, and reorganize these rules.

61 **100.05 How cited.**⁵

62 These rules shall be styled Amberleigh Rules
63 and cited by section number and any division
64 within the rules. When cited outside the rules,
65 the citation shall be followed "AMB rules".

66 **100.06 Duty to comply.**⁶

67 Every person subject to the governing
68 documents has a duty to comply.

³ Enacted May 17, 2012.

⁴ Enacted May 17, 2012; amended May 16, 2013.

⁵ Enacted May 17, 2012.

⁶ Enacted May 17, 2012.

1 **100.07 Effective date of rules.**⁷

- 2 Unless otherwise directed or when required by
3 law, a rule or rule amendment is effective when
4 adopted.

⁷ Enacted May 17, 2012.

1 **Chapter 200⁸**

2 **Declaration**

3 **DECLARATION OF COVENANTS CONDITIONS**
4 **AND INSTRUCTIONS**

5 THIS DECLARATION, made this ____ day of
6 _____, 1981 by AMBERLEIGH
7 LIMITED PARTNERSHIP, a Virginia Limited
8 Partnership, hereinafter referred to as
9 "Declarant".

10 **WITNESSETH**

11 WHEREAS, Declarant is the sole owner of
12 certain property located in the Lee Magisterial
13 District, County of Fairfax, Virginia, known as
14 Lots 1 through 82, inclusive, Section One,
15 Amberleigh, containing 26,77647 acres, which is
16 more particularly described by reference to
17 Schedule "A" attached hereto as a part hereof,
18 said land together with such additional lands as
19 shall be subjected to this Declaration being
20 hereinafter referred to as the "Property" or
21 "Properties" and,

22 WHEREAS, Declarant desires to provide for the
23 preservation and enhancement of the property
24 values, amenities and opportunities in said
25 community contributing to the personal and
26 general health, safety and welfare of residents
27 and for the maintenance of the land and
28 improvements thereon, and to this end desires
29 to subject the real property described above
30 and in Schedule "A" together with such
31 additions as may hereafter be made thereto to
32 the covenants, conditions, restrictions,
33 easements, changes, and liens hereinafter set
34 forth, it being intended that the covenants,

35 conditions, restrictions, and easements, shall
36 run with the land and shall be binding on all
37 persons or entities having or acquiring any right,
38 title or interest in the real property or any part
39 thereof and shall inure to the benefit of each
40 owner thereof; and,

41 WHEREAS, to provide a means for meeting the
42 purposes and intents herein set forth and the
43 intents and requirements of the County of
44 Fairfax, Virginia, the Declarant has caused to be
45 incorporated under the laws of the
46 Commonwealth of Virginia, the AMBERLEIGH
47 ASSOCIATION, INC.;

48 NOW, THEREFORE, Declarant for and in
49 consideration of the premises and covenants
50 contained herein, hereby declares that all of the
51 properties described in Schedule "A", and such
52 additions thereto as may hereafter be made is
53 and shall be held, transferred, sold, conveyed
54 and occupied subject to the covenants,
55 conditions, restriction, easements, charges and
56 liens hereinafter set forth, all of which are for
57 the purpose of protecting the value and
58 desirability of, and which shall run with, the real
59 property and be binding on all parties having
60 any right, title or interest in the described
61 property or any part thereof, their heirs,
62 successors, and assigns, and shall inure to the
63 benefit of each owner thereof.

64 **ARTICLE I**

65 **DEFINITIONS**

66 **Section 1.** "Association" shall mean and refer to
67 Amberleigh Homeowners Association, Inc, its
68 successors and assigns.

69 **Section 2.** "Owner" shall mean and refer to the
70 record owner whether one or more persons or
71 entities, of a fee simple title to any Lot which is
72 part of the properties, including contract sellers,

⁸ This is an unofficial and uncertified copy. For an official copy, please contact the agent.

1 but excluding those having such interest merely
2 as security for the performance of an
3 obligation.

4 **Section 3.** “Properties” shall mean and refer to
5 that certain real property hereinbefore
6 described, and such additions thereto as may
7 hereafter be brought within the jurisdiction of
8 the Association.

9 **Section 4.** “Common Area” shall mean all real
10 property owned by the Association for the
11 common use and enjoyment of the owners. The
12 Common Area to be owned by the Association
13 at the time of the conveyance of the first lot is
14 described as follows: Parcels B and C, Section
15 One, AMBERLEIGH

16 **Section 5.** “Lot” shall mean and refer to any plot
17 of land shown upon any recorded subdivision
18 map of the properties with the exception of the
19 Common Area and streets dedicated to public
20 use.

21 **Section 6.** “Declarant” shall mean and refer to
22 Amberleigh Limited Partnership, a Virginia
23 Limited Partnership, their successor and assigns
24 if such successors or assigns shall acquire more
25 than one undeveloped Lot from the Declarant
26 for the purpose of development.

27 **Section 7.** “Assemble Unit” shall mean and refer
28 to any real property within the Properties which
29 is subject to assessment, as provided in Article
30 V.

31 **Section 8.** “Declaration” shall mean and refer to
32 the covenants, condition and restrictions and all
33 other provisions herein set forth in this entire
34 document, as some may from time to time be
35 amended.

36 **Section 9.** “Member” shall mean and refer to
37 every person or entity who holds a membership
38 in the Association.

39 **Section 10.** “Notice” shall mean and refer to (a)
40 written notice delivered personally or mailed to
41 the last known address of the intended
42 recipient, or (b) notice published at least once a
43 week for two consecutive weeks in a newspaper
44 having general circulation in the County of
45 Fairfax.

46 **ARTICLE II**

47 **PROPERTY RIGHTS**

48 **Section 1. Owner’s Easements of Enjoyment.**
49 Every owner shall have a right and easement of
50 enjoyment in and to the Common Area which
51 shall be appurtenant to and shall pass with the
52 title to every Lot, subject to the following
53 provisions:

54 (a) the right of the Association to charge
55 reasonable admission and other fees for the use
56 of any recreational facility situated upon the
57 Common Area;

58 (b) the right of the Association to suspend the
59 voting rights and right to use of the recreational
60 facilities by an owner for any period during
61 which any assessment against his Lot remains
62 unpaid; and for a period not to exceed sixty (60)
63 days for any infraction of its published rules and
64 regulations;

65 (c) the right of the Association to dedicate or
66 transfer all or any part of the Common Area to
67 any public agency, authority, or utility for such
68 purposes and subject to such conditions as may
69 be agreed to by the members. No such
70 dedication or transfer shall be effective unless
71 an instrument signed by two-thirds (2/3) or

1 each class of members agreeing to such
2 dedication or transfer has been recorded.

3 (d) the right of the Association to limit the
4 number of guests of members.

5 (e) the right of the Association to mortgage any
6 or all of the Common Area with the assent of
7 more than two-thirds (2/3) of the Class A votes
8 and the consent of the Class B member so long
9 as the Class B member shall exist. In the event
10 of a default upon any mortgage the lender's
11 rights hereunder shall be limited to a right, after
12 taking possession of such properties, to charge
13 reasonable admission and other fees as a
14 condition to continued enjoyment by the
15 Members and, if necessary, to open the
16 enjoyment of such properties to a wider public
17 until the mortgage debt is satisfied, whereupon
18 the possession of such properties shall be
19 returned to the Association and all rights of the
20 Owners hereunder shall be fully restored;

21 (f) the right of the Association to regulate the
22 use of the Common Area for the benefit of the
23 Members.

24 (g) the right of individual owners to the use of
25 parking spaces as provided in this article.

26 **Section 2. Delegation of Use.** Any owner may
27 delegate in accordance with the By-Laws, the
28 right of enjoyment to the Common Area and
29 facilities to family members, tenants, or
30 contract purchasers who reside on the
31 property. No member shall make exclusive or
32 private use of any common area.

33 **Section 3. Declarant's Reservation.** So long as
34 there are Class B members, or Declarant owns
35 any lot, Declarant reserves a non-exclusive
36 easement over all the Common areas which are
37 subject to this Declaration or any Supplement
38 thereto for any purpose whatsoever.

39 **Section 4. Parking Rights.** Ownership of each lot
40 shall entitle the owner or owners thereof to use
41 automobile parking spaces which shall be a part
42 of the Common Area, together with the right of
43 ingress and egress in and upon said parking
44 area.

45 **ARTICLE III**

46 **MEMBERSHIP AND VOTING RIGHTS**

47 **Section 1.** Every owner of a Lot which is subject
48 to assessment shall be a member of the
49 Association. Membership shall appurtenant to
50 and may to be separated from ownership of any
51 Lot which is subject to assessment. Ownership
52 shall be the sole qualification for membership.

53 **Section 2.** The Association shall have two
54 classes of voting membership.

55 **Class A.** Class A members shall be all Owners
56 with the exception of the Declarant and shall be
57 entitled to one vote for each Lot owned. When
58 more than one person holds an interest in any
59 Lot, all such persons shall be members. The
60 vote for such Lot shall be exercised as they
61 among themselves determine, but in no event
62 shall more than one vote be cast with respect to
63 any Lot.

64 **Class B.** The Class B member(s) shall be the
65 Declarant and shall be entitled to three (3)
66 votes for each Lot owned. The Class B
67 membership shall cease and be converted to
68 Class A membership on the happening of any of
69 the following events, whichever occurs earlier:

70 (a) when the total votes outstanding in the Class
71 A membership equal the total votes
72 outstanding in the Class B membership, or

73 (b) on December 31, 1985, or

1 (c) upon the surrender of said Class B
2 membership by the then holder thereof for
3 cancellation on the books of the Association.

4 Nonetheless, upon annexation by the Declarant
5 of additional properties, if any, Class B
6 membership shall be revived and/or extended
7 for a period of four (4) years from the date of
8 recordation of the Deed of Declaration and
9 Subdivision for such annexed property.

10 **ARTICLE IV**

11 **COVENANT FOR MAINTENANCE ASSESSMENTS**

12 **Section 1. Creation of the Lien and Personal**
13 **Obligation of Assessments.**

14 The Declarant, for each Lot owned within the
15 properties, hereby covenants and each Owner
16 of any Lot by acceptance of a Deed therefor,
17 whether or not it shall be so expressed in such
18 Deed, is deemed to covenant and agree to pay
19 to the Association: (1) annual assessments or
20 charges, and (2) special assessments for capital
21 improvements, such assessments to be
22 established and collected as hereinafter
23 provided. The annual and special assessments,
24 together with interest, costs and reasonable
25 attorney's fees, shall be a charge on the land
26 shall be a continuing lien upon the property
27 against which each such assessment is made.
28 Each such assessment, together with interest,
29 costs and reasonable attorney's fees, shall also
30 be the personal obligation of the person who
31 was the Owner of such property at the time
32 when the assessment fell due. The personal
33 obligation for delinquent assessments shall not
34 pass to successors in title unless expressly
35 assumed by them. No owner may waive or
36 otherwise escape liability for the assessments
37 provided for herein by non-use of the Common
38 area or abandonment of the lot owned.

39 **Section 2. Purpose of Assessment.** The
40 assessments levied by the Association shall be
41 used exclusively to promote the recreation,
42 health, safety, and welfare of the residents in
43 the Properties and for the improvements and
44 maintenance of the Common Area, Tennis
45 Courts, parking and sidewalk easements and of
46 the homes situated upon the Properties.

47 **Section 3. Maximum Annual Assessment.** The
48 initial annual maintenance assessment for each
49 lot having Class A membership shall be Four
50 Hundred Dollars (\$400.00) per annum.

51 (a) from and after January 1, 1981, the
52 maximum annual assessment may be increased
53 each year not more than 10% above the
54 maximum assessment for the previous year
55 without a vote of membership.

56 (b) from and after January 1, 1981, the
57 maximum annual assessment may be increased
58 above 10% by a vote of two-thirds (2/3) of each
59 class of members who are voting in person or
60 by proxy, at a meeting duly called for this
61 purpose.

62 (c) the Board of Directors may fix the annual
63 assessment at an amount not in excess of the
64 maximum.

65 **Section 4. Special Assessment for Capital**
66 **Improvements.**

67 (a) **Capital Improvement Assessment.** In
68 addition to the annual assessment authorized
69 above, the Association may levy, in any
70 assessment year, a special assessment
71 applicable to that year only for the purpose of
72 defraying, in whole or in part, the cost of any
73 construction, reconstruction, repair or
74 replacement of a capital improvement upon the
75 Common Area including fixtures and personal
76 property, related thereto, provided that any

1 such assessment shall have the assent of two-
2 thirds (2/3) of the votes of each class of
3 members who are voting in person or by proxy
4 at a meeting duly called for this purpose.

5 (b) Restoration Assessment. The Association
6 may levy a Restoration Assessment upon any
7 Lot whose Owner fails to maintain such Lot as
8 provided for in these Articles. Such Assessments
9 shall be limited to the amount necessary to
10 meeting the cost of the restoration.

11 **Section 5. Notice and Quorum for any Action**
12 **Authorized Under Section 3 and 4.** Written
13 notice of any meeting called for the purpose of
14 taking any action authorized under Section 3(b)
15 or 4 shall be sent to all members not less than
16 thirty (30) days nor more than sixty (60) days in
17 advance of the meeting. At the first such
18 meeting called, the presence of members or of
19 proxies entitled to cast sixty per cent (60%) of
20 all the votes of each class of membership shall
21 constitute a quorum. If the required quorum is
22 not present another meeting may be called
23 subject to the same notice requirement, and
24 the required quorum at the subsequent
25 meeting shall be one-half (1/2) of the required
26 quorum at the preceding meeting. No such
27 subsequent meeting shall be held more than
28 sixty (60) days following the preceding
29 meeting.

30 **Section 6. Uniform Rate of Assessments.** Both
31 annual and special assessments must be fixed at
32 a uniform rate for all Lots, except as provided in
33 Sections 3, 4, and 7 of this Article, and may be
34 collected on a monthly basis.

35 **Section 7. Date of Commencement of Annual**
36 **Assessments: Due Dates:**

37 (a) Date of Commencement. The annual
38 assessments provided for herein for all lots shall

39 commence on the date of the conveyance of
40 the Common Area to the Association. The first
41 monthly installment of each such annual
42 assessment shall be made for the balance of the
43 month during which the Deed for the Common
44 Area to the Association is recorded and shall
45 become due payable and a lien on the date a
46 deed for the conveyance of the Common Area is
47 recorded. The monthly installments of each
48 such annual assessment for any lot for any
49 month after the first month shall become due
50 and payable and a lien on the first day of each
51 successive month. Full Assessments shall be
52 paid on all occupied lots, whether they are held
53 by a Class A or Class B member.

54 (b) Class B. Any unoccupied lot held by the
55 Declarant (or the maker of any Supplementary
56 Declaration made pursuant to Article VII of this
57 Declaration for the purpose of annexing
58 additional property) shall have the right to pay
59 an assessment in an amount equal to twenty-
60 five percent (25%) of the assessment levied
61 against Class A lots or occupied Class B lots,
62 (this shall apply to both regular and special
63 assessments) provided however, if the
64 Declarant (or the maker of any Supplementary
65 Declaration made pursuant to Article VII of this
66 Declaration for the purpose of annexing
67 additional property) shall elect to pay a partial
68 assessment of twenty-five percent (25%) on
69 unoccupied lots, then the Declarant (of the
70 maker of any Supplementary Declaration) must
71 maintain the Common Area at no cost to the
72 Association and/or fund any budget deficit in
73 the Association as long as the Declarant or the
74 maker of any Supplementary Declaration holds
75 Class B membership.

76 (c) Annual Assessment. The Board of Directors
77 shall fix the amount of the annual assessments
78 against each Lot at least thirty (30) days in

1 advance of each annual assessment period.
2 Written notice of the annual assessment shall
3 be sent to every Owner subject thereto. The
4 due dates shall be established by the Board of
5 Directors.

6 (d) Certificate. The Association shall, upon
7 demand, and for a reasonable charge, furnish a
8 certificate signed by an officer of the
9 Association setting forth whether the
10 assessments on a specified Lot have been paid.
11 A properly executed certificate of the
12 Association as to the status of assessments on a
13 lot is binding upon the Association as of the
14 date of its issuance.

15 **Section 8. Effect of Nonpayment of**
16 **Assessments: Remedies of the Association.** Any
17 assessment installment not paid within thirty
18 (3) days after the due date shall be delinquent.
19 Thereupon, the Association shall provide Notice
20 of such delinquency and may (a) declare the
21 entire balance of such Annual or Special
22 Assessment due and payable in full; (b) charge
23 interest from the due date at the rate of ten per
24 cent (10%) per annum; (c) give Registered
25 Notice to the Owner that in the event payment
26 with accrued interest is not paid within thirty
27 (30) days from the date of such notice, then
28 expressed contractual lien provided for herein
29 shall be foreclosed; (d) upon Registered Notice
30 to the Owner, suspend the right of such Owner
31 to vote or to use the recreational facilities until
32 the assessment and accrued interest is paid in
33 full.

34 **Section 9. Subordination of the Lien to**
35 **Mortgages.** The lien of the assessments
36 provided for herein shall be subordinate to the
37 lien of any first mortgage or first Deed of Trust.
38 Sale or transfer of any Lot shall not affect the
39 assessment lien. However, the sale or transfer
40 of any Lot pursuant to foreclosure of a

41 mortgage or first Deed of Trust or any
42 proceeding in lieu thereof shall extinguish the
43 lien of such assessments as to payments which
44 became due prior to such sale or transfer. No
45 sale or transfer shall relieve such Lot from
46 liability for any assessments thereafter
47 becoming due or from the lien thereof.

48 **Section 10. Exempt Property.** The following
49 property subject to this Declaration shall be
50 exempted from the assessments, charge and
51 lien created herein: (1) all properties to the
52 extent of any easement or other interest
53 therein dedicated and accepted by a public
54 authority and devoted to public use; (2) all
55 Common Areas; (3) all properties exempted
56 from taxation by the state or county
57 government upon the terms and to the extent
58 of such legal exemption. However, no land or
59 improvements devoted to dwelling units shall
60 be exempt from said assessments.

61 **Section 11. County Maintenance Assessments.**
62 If, as provided by and in accordance with the
63 Fairfax County Zoning Ordinance, the County
64 assumes maintenance responsibilities of the
65 Common Area upon the failure of the
66 responsible organization to maintain this in the
67 manner required by the Zoning Ordinance, such
68 Lots as have a right of enjoyment of the
69 Common Area, be that right primary or
70 otherwise, shall be obligated to pay a ratable
71 proper of the maintenance costs within thirty
72 (30) days after receipt of a statement of charges
73 from the County.

74 **ARTICLE V**

75 **REVIEW**

76 **Section 1. Architectural Review Committee.**
77 Except for construction or development by, for
78 or under contract with the Declarant, and

1 except for any improvements to any lot or to
2 the common areas accomplished by the
3 Declarant concurrently with said construction
4 and development, and except for purposes of
5 proper maintenance and repair, no building,
6 fence, wall or other improvements or structures
7 shall be commenced, erected, placed, moved,
8 altered or maintained upon The Property, or
9 any Lot, nor shall any exterior addition to or
10 change (including any change of color) or other
11 alteration thereupon be made until the
12 complete plans and specifications showing the
13 location, nature, shape, height, material, color,
14 type of construction and any other proposed
15 form of change (including, without limitation,
16 any other information specified by the
17 Architectural Review Committee) shall have
18 been submitted to and approved in writing as to
19 safety, harmony of external design, color and
20 location in relation to surrounding structures
21 and topography and conformity with the design
22 concept for the community by an Architectural
23 Review Committee designated by the Board of
24 Directors.

25 Subject to the same limitations as hereinabove
26 provided for, it shall be prohibited to install,
27 erect, attach, apply, paste, hinge, screw, nail,
28 build, alter, remove or construct any lighting,
29 shades, screens, awnings, patio covers, fences,
30 wall, slabs, sidewalks, curbs, gutters, patios,
31 balconies, porches, driveways, or to make any
32 change or otherwise alter (including any
33 alteration in color) in any manner whatsoever
34 the exterior of any improvement constructed
35 upon any lot or upon any of the common areas,
36 or to combine or otherwise join two or more
37 dwellings, or to partition the same after
38 combination, or to remove or alter any
39 windows or exterior doors of any dwelling until
40 the complete plans and specifications showing
41 the location, nature, shape, height, material

42 color, type of construction and any other
43 proposed form of change (including, without
44 limitation, any other information specified by
45 the Architectural Review Committee) shall have
46 been submitted to and approved in writing as to
47 safety, harmony of external design, color and
48 location in relation to surrounding structures
49 and topography and conformity with the design
50 concept for the community by the Architectural
51 Review Committee designated by the Board of
52 Directors.

53 **Section 2. Architectural Control Committee –**
54 **Operation.** The Board of Directors shall appoint
55 an Architectural Control Committee composed
56 of three (3) or more natural persons designated
57 from time to time by the Board of Directors.
58 The affirmative vote of a majority of the
59 members of the Architectural Control
60 Committee shall be required in order to adopt
61 or promulgate any rule or regulation, or to
62 make any finding, determination, ruling or
63 order, or to issue and permit, consent,
64 authorization, approval or the like pursuant to
65 the authority contained in this Article.

66 **Section 3, Approvals, etc.** Upon approval by the
67 Architectural Review Committee of any plans
68 and specifications submitted pursuant to the
69 provisions of this Article, a copy of such plans
70 and specifications, as approved, shall be
71 deposited among the permanent records of
72 such Committee and a copy of such plans and
73 specifications bearing such approval, in writing,
74 shall be returned to the applicant submitting
75 the same. In the event the Committee fails to
76 approve or disapprove any plans and
77 specifications which may be submitted to its
78 pursuant to the provisions of this Article within
79 sixty (60) days after such plans and
80 specifications (and all other materials and
81 information required by the Architectural

1 Control Committee) have been submitted to it
2 in writing, then approval will not be required
3 and this Article will be deemed to have been
4 fully complied with.

5 **Section 4. Committee of Compliance.** Upon the
6 completion of any construction or alterations or
7 other improvements or structure in accordance
8 with plans and specifications approved by the
9 Architectural Review Committee in accordance
10 with the provisions of this Article, the
11 Architectural Review Committee shall, at the
12 request of the owners thereof, issue a
13 certificate of compliance which shall be prima
14 facie evidence that such construction, alteration
15 or other improvements referenced in such
16 certificate have been approved by the
17 Architectural Review Committee and
18 constructed or installed in full compliance with
19 the provisions of this Article and with such
20 other provision and requirements of the
21 Declaration as may be applicable.

22 **Section 5. Appeal.** The decisions of the
23 Architectural Review Committee shall be final
24 except that any member who is aggrieved by
25 any action or forbearance from action by the
26 Committee may appeal the decision of the
27 Architectural Review Committee to the Board of
28 Directors and, upon the request of such
29 member, shall be entitled to a hearing before
30 the Board of Directors of the Association.

31 **ARTICLE VI**

32 **PROTECTIVE COVENANTS AND RESTRICTIONS**

33 In order to conserve the natural beauty of the
34 subdivided property, to insure its best use and
35 most appropriate development and to prevent
36 the erection of poorly designed or constructed
37 improvements, the entire are subject to this
38 Declaration shall be subject to those protective

39 covenants and restrictions as more specifically
40 set forth as follows:

41 1. No clothing, laundry, or wash shall be aired
42 or dried on any portion of the Properties in any
43 area other than in the rear yard of the Lots.

44 2. No tree, hedge, or shrub planting shall be
45 maintained in such manner as to obstruct sight
46 lines for vehicular traffic.

47 3. No noxious or offensive activity shall be
48 carried on upon any portion of the residential
49 property, nor shall anything be done thereupon
50 or permitted to remain on any lot which may be
51 or become a nuisance or annoyance to the
52 neighborhood.

53 4. No sign of any kind that is illuminated and/or
54 larger than two square feet shall be displayed to
55 the public view on any lot, except temporary
56 real estate signs not more than four square feet
57 in area advertising the property for sale or rent
58 and except for temporary signs erected by the
59 Declarant in connection with the construction,
60 lease or sale of building and lots.

61 5. No horse, pony, cow, chicken, hog, sheep,
62 goat or other domestic animal shall be kept or
63 maintained on any lot other than common
64 household pets, provided that they are not
65 kept, bred or maintained for commercial
66 purposes.

67 6. Trash and garbage containers shall not be
68 permitted to remain in public view except on
69 days of trash collection. No accumulation or
70 storage of litter, new or used building materials,
71 or trash or any other kind shall be permitted on
72 any lot.

73 7. No person shall paint the exterior of any
74 building a color different than the original color
75 or said building without the proposed color

1 having been approved by the Board of Directors
2 of the Association, or by an Architectural
3 Review Committee approved by the Board.

4 8. No permanent or temporary structure or
5 addition to be a structure shall be erected,
6 placed or altered on any lot until the plan and
7 specification, including elevation, material,
8 color and texture and a site plan showing
9 location of improvement with grading
10 modifications shall be filed with and approved
11 in writing by the Board of Directors of the
12 Association, or an Architectural Review
13 Committee appointed by the Board. Structure
14 shall be defined to include any building or
15 portion thereof, fence, pavement, driveway,
16 shed, playhouse, or appurtenances to any of
17 the aforementioned.

18 9. No junk vehicle or house trailer or camper
19 shall be kept on any lot or common are. The
20 Association may provide an area suitable for
21 parking any vehicle.

22 10. No motorized vehicles including
23 motorcycles, motorbikes or go-carts shall be
24 permitted on any pathways or Common Area
25 within the area of the described property.

26 11. No TV antennas shall be permitted on any
27 roof that is visible from the street; lot owners
28 are encouraged to place TV antennas inside
29 their attics.

30 12. EXCLUSIONS. Nothing contained in the
31 preceding paragraphs shall be construed to
32 prevent Declarant, during the course of
33 construction, from permitting commercial
34 vehicles and construction equipment owned by
35 it or its agents to remain or be parked on any
36 Lot or on the streets in the subdivision, or from
37 storing building materials and supplies on any
38 Lot placing any advertising signs on any Lot

39 relating to the sale or finance of the
40 improvements thereon, or from using homes
41 constructed on any Lot as a model house or as a
42 sales office.

43 In addition to those covenants and restrictions
44 enumerated above, the Board of Directors may
45 from time to time formulate, publish and
46 enforce reasonable rules and regulations
47 concerning the use and enjoyment of Common
48 Areas.

49 ARTICLE VII

50 STAGED DEVELOPMENT

51 So long as there are Class B members of the
52 Association additional real property that is
53 contiguous to the property described herein
54 may be annexed to the above-described
55 property by the Declarant without the consent
56 of the Class A members of the Association.
57 Declarant retains the exclusive right to bring
58 that property within the scope of this
59 Declaration by executing and recording a
60 Supplementary Declaration of Covenants and
61 Restrictions among the Land Records for the
62 County of Fairfax, Virginia, which
63 Supplementary Declaration shall extend the
64 scheme of the within Declaration of Covenants
65 and Restrictions to such annexed property.

66 ARTICLE VIII

67 PARTY WALLS

68 Section 1. Party Walls. Each wall which is built
69 as part of the original construction of the
70 dwellings upon The Property and placed on the
71 dividing line between lots or partly on one lot
72 and partly on another shall constitute a party
73 wall, and to the extent not inconsistent with the
74 provisions of this Article, the general rules of
75 law regarding party walls and of liability for

1 property damage due to negligent or willful acts
2 or omissions shall apply thereto.

3 **Section 2. Repairs and Maintenance.** The cost
4 of reasonable repair and maintenance of a
5 party wall shall be shared by the Owners who
6 make use of the wall in equal shares. Nothing
7 shall be done by any Owner which impairs the
8 structural integrity of any party wall or which
9 diminishes the fire protection afforded by any
10 party wall. No Owner shall use any party wall
11 for any purpose which creates a hazard or
12 nuisance for any other Owner who makes use
13 of the party wall.

14 **Section 3. Destruction by Fire or Other**
15 **Casualty.** If a party wall is destroyed or
16 damaged by fire or other casualty, any Owner
17 who has used the wall may restore it, and if the
18 other Owners thereafter make use of the wall,
19 they shall contribute to the cost of restoration
20 thereof in proportion to such use; without
21 prejudice, however, of the right of any such
22 Owner to call for a larger contribution from the
23 others under any rule of law regarding liability
24 for negligent or willful acts or omissions.

25 **Section 4. Weatherproofing.** Notwithstanding
26 any other provision of this Article, any Owner
27 who by his negligent or willful act causes a party
28 wall to be exposed to the elements shall bear
29 the whole cost of furnishing the necessary
30 protection against such elements.

31 **Section 5. Right to Contribution Runs with**
32 **Land.** The right of any Owner to contribution
33 from any other Owner under this Article shall
34 be appurtenant to the land and shall pass to
35 such Owner's successors in title.

36 **Section 6. Encroachments.** If any portion of a
37 party wall shall encroach upon any adjoining lot,
38 or upon the common areas of community

39 facilities, by reason of reconstruction,
40 settlement or shifting of any building, or
41 otherwise, a valid easement for the
42 encroachment and for the maintenance of the
43 same as long as the building stands, shall exist.

44 **Section 7. Easement.** The Owner of each Lot is
45 hereby granted an easement on and over each
46 and every Lot and Common Area, which is
47 adjacent to such first Lot for all building and
48 roof overhands, projections, gutters and
49 downspouts, and other portions of the first
50 Owner's buildings which extend or project into,
51 onto, or over such adjacent Lots.

52 When any building or appurtenance extends to
53 or over the Lot line of an adjoining Lot, the
54 Owner of said building shall have the right to
55 enter upon a reasonable portion of such
56 adjoining Lot at reasonable times for the
57 purpose of performing repairs or maintenance
58 to this building. Such right of entry shall place
59 no obligation on the entering party to maintain
60 the land entered upon, except to promptly
61 restore any disturbed areas to their condition
62 prior to the time of entry.

63 **ARTICLE IX**

64 **GENERAL PROVISIONS**

65 **Section 1. Enforcement.** The Association, or any
66 Owner, or Mortgagee shall have the right to
67 enforce, by a proceeding at law or in equity, all
68 restrictions, conditions, covenants,
69 reservations, liens and charges now or
70 hereafter imposed by the provisions of this
71 Declaration. Failure by the Association or by
72 and Owner, or Mortgagee to enforce any
73 covenant or restriction herein contained shall in
74 no event be deemed a waiver of the right to do
75 so thereafter.

1 **Section 2. Severability.** Invalidation of any one
2 of these covenants or restrictions by judgment
3 or court order shall in no way affect any other
4 provisions which shall remain in full force and
5 effect.

6 **Section 3. Amendment.** The covenants and
7 restrictions of this Declaration shall run with
8 and bind the land, for a term of twenty (20)
9 years from the day this Declaration is recorded,
10 after which time they shall be automatically
11 extended for successive periods of twenty (20)
12 years. For a period of one (1) year after the
13 recording of this Declaration, no amendment,
14 excepting those required by the Federal
15 Mortgage Agencies, may be made by the
16 Declarant unless the Declarant has the consent
17 of one other member of Amberleigh
18 Homeowners Association, Inc. For a period of
19 one (1) year after the recording of this
20 Declaration, the Developer may make any
21 amendment required by the Federal Mortgage
22 Agencies or the County of Fairfax, Virginia, as a
23 condition of approval of the documents by the
24 execution and recordation of such amendment
25 following notice to all then Owners. This
26 Declaration may be amended during the first
27 twenty (20) year period by an instrument signed
28 by not less than ninety (90) per cent of the Lot
29 Owners, and thereafter by an instrument signed
30 by not less than seventy-five (75) per cent of
31 the Lot Owners. Any amendment must be
32 recorded.

33 **Section 4. Annexation.** Additional residential
34 property and Common Areas may be annexed
35 to the Properties with the consent of two-thirds
36 (2/3) of each class of members.

37 **Section 5. Utility Easements.** There is hereby
38 created an easement upon across, over,
39 through and under the Properties for ingress,
40 egress, installation, replacement, repair and

41 maintenance of all utility and service lines and
42 systems, including, but not limited to water,
43 sewer, gas, telephones, electricity, television,
44 cable or communication lines and systems. By
45 virtue of this easement, it shall be expressly
46 permissible for the Developer or the providing
47 utility or service company to install and
48 maintain facilities and equipment on the
49 Property, to excavate for such purposes and to
50 affix and maintain wires, circuits and conduits
51 on, in and under the roofs and exterior wall of
52 Living Units providing such company restores
53 disturbed areas to the condition in which they
54 were found.

55 **Section 6. FHA/VA Approval.** As long as there is
56 a Class B membership, the following actions will
57 require the approval of the Federal Housing
58 Administration or the Veterans Administration;
59 Annexation of additional properties, dedication
60 of Common Area, and amendment of this
61 Declaration of Covenants, Conditions and
62 Restrictions.

63 **Section 7. Conflict.** In the event of conflict
64 among the Founding Documents, this
65 Declaration shall control, then the Articles of
66 Incorporate of the Association, then the By-
67 Laws, except that in all cases where the
68 Founding Documents may be found to be in
69 conflict with statute, the statute shall control.

70 **Section 8. Interpretation.** Unless the context
71 otherwise required, the use herein of the
72 singular shall include the plural and vice versa;
73 the use of one gender shall include all genders;
74 and the use of the term "including" shall mean
75 "including, without limitation". This Declaration
76 shall be liberally construed in favor of the party
77 seeking to enforce the provisions hereof to
78 effectuate the purpose of protecting and
79 enhancing the value, marketability, and
80 desirability of the Properties by providing a

1 common plan for the development thereof. The
2 headings used herein are for indexing purposes
3 only and shall not be used as means of
4 interpreting or construing the substantive
5 provisions hereof.

6 **Section 9. Limitations.** As long as the Developer
7 has an interest in developing the Properties as
8 defined in Article I, hereof, the Association may
9 not use its financial resources to defray any
10 costs of opposing the development activities so
11 long as they remain consistent with the general
12 intents of the Development Plan. Nothing in this
13 Section shall be construed to limit the rights of
14 Members to act as individuals or in affiliation
15 with other Members or groups.

16 IN WITNESS WHEREOF, the undersigned, being
17 the Declarant herein, has hereunto set its hand
18 and seal this ____ day of _____, 1981.

19 AMBERLEIGH LIMITED PARTNERSHIP, a Virginia
20 Limited Partnership, by Miller and Smith, Inc., a
21 Virginia Corporation, General Partner

22 By: _____

23 Gordon V. Smith, President of Miller and Smith,
24 Inc., a Virginia Corporation, General Partner

1 **Chapter 300⁹**

2 **Articles of Incorporation**

3 **ARTICLES OF INCORPORATION OF**
4 **AMBERLEIGH HOMEOWNERS ASSOCIATION,**
5 **INC.**

6 In compliance with the requirements of Chapter
7 2 of Title 13.1 of the 1950 Code of Virginia, as
8 amended, we, the undersigned, Gordon V.
9 Smith, 7621 Carteret Road, Bethesda, Maryland
10 20034, Richard J. North, 6529 Sunnyhill Court,
11 McLean, Virginia 22101, and Spencer R.
12 Stouffer, 8728 Arlington Boulevard, Fairfax,
13 Virginia 22031, are of full age, have this day
14 voluntarily associated themselves together for
15 the purpose of forming a corporation not for
16 profit and do hereby certify:

17 **ARTICLE I**

18 The name of the corporation is AMBERLEIGH
19 HOMEOWNERS ASSOCIATION, INC., hereinafter
20 called the "Association".

21 **ARTICLE II**

22 The address of the initial registered office of the
23 Association is located at 6627-A Old Dominion
24 Drive, McLean, Virginia, 22101, Fairfax County,
25 Virginia.

26 **ARTICLE III**

27 Richard C. Scalise, a resident of Virginia and a
28 member of the Virginia State Bar, whose
29 business address is 6627-A Old Dominion Drive,
30 McLean, Virginia 22101, is hereby appointed
31 the initial registered agent of this Association.

32 **ARTICLE IV**

⁹ This is an unofficial and uncertified copy. For an official copy, please contact the agent.

33 **PURPOSE AND POWERS OF THE ASSOCIATION**

34 This Association does not contemplate
35 pecuniary gain or profit to the members
36 thereof, and the specific purposes for which it is
37 formed are to provide maintenance,
38 preservation and architectural control of the
39 residential Lots and Common Area within that
40 certain tract of property located in Fairfax
41 County, Virginia consisting of 59.45 acres of
42 land, more or less, and being the same property
43 more particularly described by reference to
44 metes and bounds description set forth in those
45 certain Deeds recorded in Deed Book 1234 at
46 Page 45, in Deed Book 2234 at Page 524, and in
47 Deed Book 2234 at Page 5018, among the land
48 records of Fairfax County, Virginia; and, to
49 promote the health, safety and welfare of the
50 residents within the above described property
51 and any additions thereto as my hereafter be
52 brought within the jurisdiction of this
53 Association for this purpose to:

54 (a) exercise all of the powers and privileges and
55 to perform all of the duties and obligations of
56 the Association set forth in that certain
57 Declaration of Covenants, Conditions and
58 Restrictions, hereinafter called the
59 "Declaration", applicable to the property and
60 recorded or to be recorded in the Office of the
61 Clerk of the Circuit Court for Fairfax County,
62 Virginia, and as the same may be amended
63 from time to time as therein provided, said
64 Declaration being incorporated herein as if set
65 forth at length;

66 (b) fix, levy, collect and enforce payment by any
67 lawful means, all charges or assessments
68 pursuant to the terms of the Declaration; to pay
69 all expenses in connection therewith and all
70 office and other expenses incident to the
71 conduct of the business of the Association,
72 including all licenses, taxes or governmental

1 charged levied or imposed against the property
2 of the Association;

3 (c) acquire, (by gift, purchase or otherwise),
4 own, hold, improve, build upon, operate,
5 maintain, convey, sell, lease, transfer, dedicate
6 for public use or otherwise dispose of real or
7 personal property in connection with the affairs
8 of the Association;

9 (d) borrow money, and with the assent of two-
10 thirds (2/3) of each class of members mortgage,
11 pledge, deed in trust, or hypothecate any or all
12 of its real or personal property as security for
13 money borrowed or debts incurred;

14 (e) dedicate, sell or transfer all or any part of
15 the Common Area to any public agency,
16 authority, or utility for such purpose and
17 subject to such conditions as may be agree to
18 by the members. No such dedication, sale or
19 transfer shall be effective unless assented to by
20 more than two-thirds (2/3) of each class of
21 members who are entitled to vote, agreeing to
22 such dedication, sale or transfer.

23 (f) participate in mergers and consolidations
24 with other nonprofit corporation organized for
25 the same purposes or annex additional
26 residential property and Common Area,
27 provided that any such merger, consolidation or
28 annexation shall have the assent of more than
29 two-thirds (2/3) of each class or members who
30 are entitled to vote.

31 (g) have and to exercise any and all powers,
32 rights and privileges which a corporation
33 organized under the Non-Profit Corporation
34 Law of the Commonwealth of Virginia by law
35 may now or hereafter have or exercise.

36 **ARTICLE V**

37 **MEMBERSHIP**

38 Every person or entity who is a record owner of
39 a fee or undivided fee interest in any Lot which
40 is subject by covenants of record to assessment
41 by the Association, including contract sellers,
42 shall be a member of the Association. The
43 foregoing is not intended to include persons or
44 entities who hold an interest merely as security
45 for the performance of an obligation.
46 Membership shall be appurtenant to and may
47 not be separated from ownership of any Lot
48 which is subject to assessment by the
49 Association. Ownership of such Lot shall be the
50 sole qualification for membership.

51 **ARTICLE VI**

52 **VOTING RIGHTS**

53 The Association shall have two clauses of voting
54 membership:

55 Class A. Class A members shall be all Owners
56 with the exception of the Declarant, and shall
57 be entitled to one vote for each Lot owned.
58 When more than one person holds an interest
59 in any Lot, all such persons shall be members.
60 The vote for such Lot shall be exercised as they
61 determine, but in no event shall more than one
62 vote be cast with respect to any Lot.

63 Class B. Class B member(s) shall be the
64 Declarant or its successors or assigns (as
65 defined in the Declaration), and shall be entitled
66 to three (3) votes for each Lot owned. The Class
67 B membership shall cease and be converted to
68 Class A membership on the happening of either
69 of the following events, whichever occurs
70 earlier:

71 (a) when the total votes outstanding in the Class
72 A membership equal the total votes
73 outstanding in the Class B membership; or

74 (b) on December 31, 1986; or

1 (c) upon the surrender of said Class B
2 membership by the then holder thereof for
3 cancellation on the books of the Association.

4 **ARTICLE VII**

5 **BOARD OF DIRECTORS**

6 The affairs of this Association shall be managed
7 by a Board of three (3) to nine (9) Directors,
8 who need not be members of the Association.
9 The number of directors may be changed by
10 amendment of the By-Laws of the Association.
11 The names and addresses of the persons who
12 are to act as the initial directors until the
13 selection of their successors are:

14 NAME ADDRESS

15 Gordon V. Smith, 7621 Carteret Road, Bethesda,
16 Maryland 20034

17 Spencer R. Stouffer, 8728 Arlington Boulevard,
18 Fairfax, Virginia 22031

19 Richard J. North, 6529 Sunnyhill Court, McLean,
20 Virginia 22101

21 At the first annual meeting the members shall
22 elect one director for a term of one year, one
23 director for a term of two years and one
24 directors for a term of three years; and at each
25 annual meeting thereafter the members shall
26 elect one director for a term of three years. At
27 any time the Board of Directors may expand the
28 Board of Directors to nine (9) members and at
29 such time an appropriate number of Directors
30 shall be elected for staggered terms in the same
31 proportion as provided above. Any vacancy
32 occurring in the initial or any subsequent Board
33 of Directors may be filled at any meeting of the
34 Board of Directors by the affirmative vote of a
35 majority of the then remaining directors,
36 though less than a quorum of the Board of

37 Directors, or by a sole remaining director. If not
38 so previously filled, the vacancy shall be filled at
39 the next succeeding meeting of members of the
40 corporation. Any director elected to fill a
41 vacancy shall serve as such until the expiration
42 of the term of the director, the vacancy in
43 whose position he was elected to fill.

44 **ARTICLE VIII**

45 **LIABILITIES**

46 The highest amount of indebtedness or liability,
47 direct or contingent, to which this corporation
48 may be subject at any one time shall not exceed
49 one-hundred fifty percent (150%) of the annual
50 assessment of the members while there is Class
51 B membership, and thereafter shall not exceed
52 one-hundred fifty percent (150%) of the
53 corporation's income for the previous fiscal
54 year, provided that additional amounts may be
55 authorized by the assent of more than two-
56 thirds (2/3) of the total membership.

57 **ARTICLE IX**

58 **AUTHORITY TO MORTGAGE**

59 Any mortgage by the Association of the
60 Common Area conveyed to it in fee simple or by
61 deed of easement for homeowner association
62 purposes shall have the assent of more than
63 two-thirds (2/3) of the Class A membership, and
64 more than two-thirds (2/3) of the Class B
65 membership, if any.

66 **ARTICLE X**

67 **DISSOLUTION**

68 The Association may be dissolved with the
69 consent of more than two-thirds (2/3) of each
70 class of members. Upon dissolution of the
71 Association, other than incident to a merger or
72 consolidation, the assets of the Association shall

1 be dedicated to an appropriate public agency to
2 be used for purposes similar to those for which
3 this Association was created. In the event that
4 such dedication is refused acceptance, such
5 assets shall be granted, conveyed and assigned
6 to any nonprofit corporation, association, trust
7 or other organization to be devoted to such
8 similar purposes.

9 **ARTICLE XI**

10 **DURATION**

11 The Association shall exist perpetually.

12 **ARTICLE XII**

13 **AMENDMENTS**

14 Amendment of these Articles shall require the
15 assent of more than two-thirds (2/3) of the
16 entire membership.

17 **ARTICLE XIII**

18 **FHA/VA APPROVAL**

19 As long as there is a Class B membership, the
20 following actions will require the prior approval
21 of the Federal Housing Administration or the
22 Veterans Administration: annexation of
23 additional properties, mergers and
24 consolidations, mortgaging of Common Area,
25 dedication of Common Area, dissolution and
26 amendment of these Articles.

27 IN WITNESS WHEREOF, for the purposes of
28 forming this corporation under the laws of the
29 Commonwealth of Virginia, we, the
30 undersigned, constitution the incorporators of
31 this Association, have executed these Articles of
32 Incorporation this ___ day of _____,
33 1980.

34 GORDON V. SMITH, RICHARD J. NORTH,
35 SPENCER R. STOUFFER

36

37

COMMONWEALTH OF VIRGINIA

38

STATE CORPORATION COMMISSION

39

40

At Richmond,

41

42

January 13, 1981

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The accompanying articles having been
delivered to the State Corporation Commission
on behalf of

Amberleigh Homeowners Association, Inc.

and the Commission having found that the
articles comply with the requirements of law
and all required fees have been paid, it is

ORDERED that this CERTIFICATE OF
CORPORATION

be issued, and that this order, together with the
articles, be admitted to record in the office of
the Commission; and that the corporation have
the authority conferred on it by law in
accordance with the articles, subject to the
conditions and restrictions imposed by law.

Upon completion of such recordation, this
order and the articles shall be forwarded for
recordation in the office of the clerk of Circuit
Court of Fairfax County

STATE CORPORATION COMMISSION

By Commissioner:

VIRGINIA:

1 In the Clerk's Office of the Circuit Court of
2 Fairfax County

3 The foregoing certificate (including the
4 accompanying articles) has been duly recorded
5 in my office this ____ day of
6 _____ and is now returned to
7 the State Corporation Commission by certified
8 mail.

9 Clerk

1 **Chapter 400¹⁰**

2 **Bylaws**

3 **BY-LAWS OF AMBERLEIGH HOMEOWNERS**
4 **ASSOCIATION, INC.**

5 **ARTICLE I**

6 NAME AND LOCATION. The name of the
7 corporation is AMBERLEIGH HOMEOWNERS
8 ASSOCIATION, INC., hereinafter referred to as
9 the "Association". The principal office of the
10 corporation shall be located at 1301 Beverly
11 Road, McLean, Virginia 22101, but meetings of
12 the members and directors may be held at such
13 places within the Commonwealth of Virginia,
14 County of Fairfax, as may be designated by the
15 Board of Directors.

16 **ARTICLE II**

17 **Section 1.** "Association" shall mean and refer to
18 AMBERLEIGH HOMEOWNERS ASSOCIATION,
19 INC., its successors and assigns.

20 **Section 2.** "Properties" shall mean and refer to
21 that certain real property described in the
22 Declaration of the Covenants, Conditions and
23 Restrictions, and such additions thereto as may
24 hereafter be brought within the jurisdiction of
25 the Association.

26 **Section 3.** "Common Area" shall mean all real
27 property owned by the Association for the
28 common use and enjoyment of the Owners.

29 **Section 4.** "Lot" shall mean and refer to any plot
30 of land shown upon any recorded subdivision
31 map of the Properties with the exception of the
32 Common Area.

¹⁰ This is an unofficial and uncertified copy. For an official copy, please contact the agent.

33 **Section 5.** "Owner" shall mean and refer to the
34 record owner, whether one of more persons or
35 entities, of the fee simple title to any Lot which
36 is part of the Properties, including contract
37 sellers, but excluding those having such interest
38 merely as security for the performance of an
39 obligation.

40 **Section 6.** "Declarant" shall mean and refer to
41 AMBERLEIGH LIMITED PARTNERSHIP, their
42 successors and assigns if such successors or
43 assigns should acquire more than one
44 undeveloped lot from the Declarant for the
45 purpose of development.

46 **Section 7.** "Declaration" shall mean and refer to
47 the Declaration of Covenants, Conditions and
48 Restrictions applicable to the Properties
49 recorded in the Office of the Clerk of the Circuit
50 Court, Fairfax County, Virginia.

51 **Section 8.** "Member" shall mean and refer to
52 those persons entitled to membership as
53 provided in the Declaration.

54 **ARTICLE III**

55 **MEMBERSHIP**

56 **Section 1. Membership.** Every person or entity
57 who is a record owner of a fee or undivided fee
58 interest in any lot which is subject to covenants
59 of record to assessment by the Association,
60 including contract sellers, shall be members of
61 the Association. The foregoing is not intended
62 to include persons or entities who hold an
63 interest merely as security for the performance
64 of an obligation. Membership shall be
65 appurtenant to and may not be separated from
66 ownership of any lot which is subject to
67 assessments by the Association. Ownership of
68 such lot shall be the sole qualification for
69 membership.

1 Each member shall be entitled to one vote,
2 subject to the provisions of Article VI of the
3 Articles of Incorporation as to the vote of Class
4 B members, and any member owning more
5 than one lot shall be entitled to one vote for
6 each lot owned. In the event that the ownership
7 in the said subdivision is held in more than one
8 name, any joint owner present shall have the
9 right to exercise the membership vote for the
10 respective lot.

11 **Section 2. Suspension of Membership.** During
12 any period in which a member shall be in
13 default in the payment of any assessment levied
14 by the Association, or any installment thereof,
15 the voting rights of such member shall be
16 suspended by the Board of Directors until
17 payment has been made. Such rights of a
18 member may also be suspended, after notice
19 and hearing, for a period not to exceed sixty
20 (60) days, for violation of any rules and
21 regulations established by the Board of
22 Directors or the Declaration of Covenants,
23 Conditions and Restrictions.

24 **ARTICLE IV**

25 **PROPERTY RIGHTS – RIGHT OF ENJOYMENT**

26 **Section 1.** Each member shall be entitled to the
27 use and enjoyment of the Common Area in
28 accordance with rules and regulations adopted
29 by the membership. Any member may delegate
30 his rights of enjoyment of the Common Area to
31 the members of his family, his tenants or
32 contract purchasers, who reside on the
33 property. Such member shall notify the
34 secretary in writing of the name of such
35 delegee. The rights and privileges of such
36 delegee are subject to suspension to the same
37 extent as those of the member.

38 **ARTICLE V**

39 **MEETING OF MEMBERS**

40 **Section 1. Annual Meetings.** The first annual
41 meeting of the members shall be held within
42 one year from the date of incorporation of the
43 Association, and each subsequent regular
44 annual meeting of the members shall be held
45 on the same day of the same month of each
46 year thereafter, at the hour of 8:00 o'clock p.m.
47 If the day for the annual meeting of the
48 member is a legal holiday, the meeting will be
49 held at the same hour of the first day following
50 which is not a legal holiday.

51 **Section 2. Special Meetings.** Special meetings
52 of the members may be called at any time by
53 the President or by the Board of Directors, or
54 upon written request of the members who are
55 entitled to vote one-fourth (1/4) of all the votes
56 of the membership.

57 **Section 3. Notice of Meetings.** Written notice
58 of each meeting of the members shall be given
59 by, or at the direction of, the secretary or
60 person authorized to call the meeting, by
61 mailing a copy of such notice, postage prepaid,
62 at least fifteen (15) days before such meeting to
63 each member entitled to vote thereat,
64 addressed to the member's address last
65 appearing on the books of the Association, or
66 supplied by such member to the Association for
67 the purpose of notice. Such notice shall specify
68 the place, day and hour of the meeting, and, in
69 the case of a special meeting, the purpose of
70 the meeting.

71 **Section 4. Quorum.** The presence at the
72 meeting of members entitled to cast, or of
73 proxies entitled to cast, one-tenth (1/10) of the
74 votes of each class of membership shall
75 constitute a quorum for any action except as
76 otherwise provided in the Articles of
77 Incorporation, the Declaration, these By-Laws,

1 or the statutes of the Commonwealth of
2 Virginia. If, however, such quorum shall not be
3 present or represented at any meeting, the
4 members entitled to vote thereat shall have the
5 power to adjourn the meeting from time to
6 time, without notice other than announcement
7 at the meeting, until a quorum as aforesaid
8 shall be present or be represented.

9 **Section 5. Proxies.** At all meetings of members,
10 each member may vote in person or by proxy.
11 All proxies shall be in writing and filed with the
12 secretary. Each proxy shall be revocable and
13 shall automatically cease upon conveyance by
14 the member of his Lot.

15 **ARTICLE VI**

16 **BOARD OF DIRECTORS: SELECTION: TERM OF** 17 **OFFICE**

18 **Section 1. Number.** The affairs of this
19 Association shall be managed by a Board of
20 Directors of three (3) to nine (9) directors, who
21 need not be members of the Association.

22 **Section 2. Term of Office.** At the first annual
23 meeting the members shall elect three directors
24 for a term of one year, three directors for a
25 term of two years and three directors for a term
26 of three years; and at each annual meeting
27 thereafter the members shall elect three
28 directors for a term of three years.

29 **Section 3. Removal.** Any director may be
30 removed from the Board, with or without
31 cause, by a majority vote of the members of the
32 Association. In the event of death, resignation
33 or removal of a director, his successor shall be
34 selected by the remaining members of the
35 Board and shall serve for the unexpired term of
36 his predecessor.

37 **Section 4. Compensation.** No director shall
38 receive compensation for any service he may
39 render to the Association. However, any
40 director may be reimbursed for his actual
41 expense incurred in the performance of his
42 duties.

43 **Section 5. Action taken Without a Meeting.**

44 The Directors shall have the right to take any
45 action in the absence of a meeting which they
46 could take at a meeting by obtaining the written
47 approval of all the directors. Any action so
48 approved shall have the same effect as though
49 taken at a meeting of the Directors.

50 **ARTICLE VII**

51 **NOMINATION AND ELECTION OF DIRECTORS**

52 **Section 1. Nomination.** Nomination for election
53 to the Board of Directors shall be made by a
54 Nominating Committee. Nominations may also
55 be made from the floor at the annual meeting.
56 The Nominating Committee shall consist of a
57 Chairman, who shall be a member of the Board
58 of Directors, and two or more members of the
59 Association. The Nominating Committee shall
60 be appointed by the Board of Directors prior to
61 each annual meeting of the members to serve
62 from the close of such annual meeting until the
63 close of the next annual meeting and such
64 appointment shall be announced at each annual
65 meeting. The Nominating Committee shall
66 make as many nominations for election to the
67 Board of Directors as it shall in its discretion
68 determine, but not less than the number of
69 vacancies that are to be filled. Such
70 nominations may be made from among
71 members or non-members.

72 **Section 2. Election.** Election to the Board of
73 Directors shall be by secret written ballot. At
74 such election the members or their proxies may

1 cast, in respect to each vacancy, as many votes
2 as they are entitled to exercise under the
3 provisions of the Declaration. The persons
4 receiving the largest number of votes shall be
5 elected. Cumulative voting is not permitted.

6 **ARTICLE VIII**

7 **MEETING OF DIRECTORS**

8 **Section 1. Regular Meetings.** Regular meetings
9 of the Board of Directors shall be held monthly
10 without notice, at such place and hour as may
11 be fixed from time to time by resolution of the
12 Board. Should said meeting fall upon a legal
13 holiday, then that meeting shall be held at the
14 same time on the next day which is not a legal
15 holiday.

16 **Section 2. Special Meetings.** Special meetings
17 of the Board of Directors shall be held when
18 called by the President of the Association, or by
19 any two directors, after not less than three (3)
20 days notice to each director.

21 **Section 3. Quorum.** A majority of the number of
22 directors shall constitute a quorum for the
23 transaction of business except that for the
24 purposes of filling vacancies on the Board of
25 Directors, a majority of the number of Directors
26 then serving shall constitute a quorum for such
27 purposes. Every act or decision done or made
28 by a majority of the directors present at a duly
29 held meeting at which quorum is present shall
30 be regarded as the act of the Board.

31 **ARTICLE IX**

32 **POWERS AND DUTIES OF THE BOARD OF** 33 **DIRECTORS**

34 **Section 1. Powers.** The Board of Directors shall
35 have the power to:

36 (a) adopt and publish rules and regulations
37 governing the use of the Common Area and
38 facilities, and the personal conduct of the
39 members and their guests thereon, and to
40 establish penalties for the infraction thereof;

41 (b) suspend the voting rights and right to use of
42 the recreational facilities of a member during
43 any period in which such member shall be in
44 default in the payment of any assessment levied
45 by the Association. Such rights may also be
46 suspended after notice and hearing, for a
47 period not to exceed sixty (60) days for
48 infraction of published rules and regulations.

49 (c) exercise for the Association all powers,
50 duties and authority vested in or delegated to
51 this Association and not reserved to the
52 membership by other provisions of these By-
53 Laws, the Articles of Incorporation, or the
54 Declaration.

55 (d) declare the office of a member of the Board
56 of Directors to be vacant in the event such
57 member shall be absent from three (3)
58 consecutive regular meetings of the Board of
59 Directors; and

60 (e) employ a manager, an independent
61 contractor, or such other employees as they
62 deem necessary, and to prescribe their duties.

63 **Section 2. Duties.** It shall be the duty of the
64 Board of Directors to:

65 (a) cause to be kept a complete record of all its
66 acts and corporate affairs and to present a
67 statement thereof to the members at the
68 annual meeting of the members, or at any
69 special meeting when such statement is
70 requested in writing by one-fourth (1/4) of the
71 members who are entitled to vote.

1 (b) supervise all officers, agents and employees
2 of this Association, and to see that their duties
3 are properly performed;

4 (c) as more fully provided in the Declaration, to:

5 (1) fix the amount of the annual
6 assessment against each Lot at least
7 thirty (30) days in advance of each
8 annual assessment period;

9 (2) send written notice of each
10 assessment to every Owner subject
11 thereto at least thirty (30) days in
12 advance of each annual assessment
13 period; and

14 3) foreclose the lien against any
15 property for which assessments are not
16 paid within thirty (30) days after due
17 date or to bring an action at law against
18 the owner personally obligated to pay
19 the same.

20 (d) issue, or cause an appropriate officer to
21 issue, upon demand by any person, a certificate
22 setting forth whether or not any assessment
23 has been paid. A reasonable charge may be
24 made by the Board of Directors for the issuance
25 of these certificates. If a certificate states an
26 assessment has been paid, such certificates
27 shall be conclusive evidence of such payment;

28 (e) procure and maintain adequate liability and
29 hazard insurance on property owned by the
30 Association.

31 (f) cause all officers or employees having fiscal
32 responsibilities to be bonded, as it may deem
33 appropriate;

34 (g) cause the Common Area to be maintained.

35 (h) approve an annual budget.

36 (i) enforce compliance with all provisions of the
37 Declaration of Covenants, Conditions and
38 Restrictions.

39 **Section 3.** Each member of the Board of
40 Directors shall be bonded in the performance of
41 his duties by a Fidelity Bond and the cost of said
42 bond shall be paid for by the Association.

43 **ARTICLE X**

44 **OFFICERS AND THEIR DUTIES**

45 **Section 1. Enumeration of Officers.** The Officers
46 of this Association shall be president and vice-
47 president, who shall at all times be members of
48 the Board of Directors, a secretary, and a
49 treasurer, and such other officers as the Board
50 may from time to time by resolution create.

51 **Section 2. Election of Officers.** The election of
52 officers shall take place at the first meeting of
53 the Board of Directors following each annual
54 meeting of the members.

55 **Section 3. Term.** The Officers of this Association
56 shall be elected annually by the Board and each
57 shall hold office for one (1) year unless he shall
58 sooner resign, or shall be removed, or
59 otherwise disqualified to serve.

60 **Section 4. Special Appointments.** The Board
61 may elect such other officers as the affairs of
62 the Association may require, each of whom
63 shall hold office for such period, have such
64 authority, and perform such duties as the Board
65 may, from time to time, determine.

66 **Section 5. Resignation or Removal.** Any officer
67 may be removed from office with or without
68 cause by the Board. Any officer may resign at
69 any time giving written notice to the Board, the
70 president or the secretary. Such resignation
71 shall take effect on the date of receipt of such

1 notice or at any later time specified therein,
2 unless otherwise specified therein, the
3 acceptance of such resignation shall not be
4 necessary to make it effective.

5 **Section 6. Vacancies.** A vacancy in any office
6 may be filled by appointment by the Board. The
7 Officer appointed to such vacancy shall serve
8 for the remainder of the term of the officer he
9 replaces.

10 **Section 7. Multiple Offices.** The offices of
11 secretary and treasurer may be held by the
12 same person. No person shall simultaneously
13 hold more than one of any of the other offices
14 except in the case of special offices created
15 pursuant to Section IV of this Article.

16 **Section 8. Duties.** The duties of the officers are
17 as follows:

18 **President**

19 (a) The President shall preside at all meeting of
20 the Board of Directors; shall see that orders and
21 resolutions of the Board are carried out; shall
22 sign all leases, mortgages, deeds and other
23 written instruments and shall co-sign all checks
24 and promissory notes. The President shall make
25 appointments of Committee Chairman of all
26 standing Committees.

27 **Vice-President**

28 (b) The Vice-President shall act in the place and
29 stead of the President in the event of his
30 absence, inability, or refusal to act, and shall
31 exercise and discharge such other duties as may
32 be required of him by the Board.

33 **Secretary**

34 (c) The Secretary shall record the votes and
35 keep the minutes of all meetings and
36 proceedings of the Board and of the members;

37 keep the corporate seal of the Association and
38 affix it on all papers requiring said seal; serve
39 notice of meetings of the Board and of the
40 members; keep appropriate current records
41 showing the members of the Association
42 together with their addresses, and shall
43 perform such other duties as required by the
44 Board.

45 **Treasurer**

46 (d) The Treasurer shall receive and deposit in
47 appropriate bank accounts all monies of the
48 Association and shall disburse funds as directed
49 by resolution of the Board of Directors; shall
50 sign all checks and promissory notes of the
51 Association; keep proper books of account;
52 cause an annual audit of the Association books
53 to be made a certified public accountant at the
54 completion of each fiscal year; and shall
55 prepare an annual budget and a statement of
56 income and expenditures to be represented to
57 the membership at its regular annual meeting,
58 and deliver a copy of each to the members.

59 **ARTICLE XI**

60 **COMMITTEES**

61 The Association shall appoint an Architectural
62 Review Committee as provided in the
63 Declaration, and a Nominating Committee, as
64 provided in these By-Laws. In addition, the
65 Board of Directors shall appoint other
66 committees as deemed appropriate in carrying
67 out its purpose.

68 **ARTICLE XII**

69 **BOOKS AND RECORDS**

70 The books, records, and papers of the
71 Association shall at all times during reasonable
72 business hours, be subject to inspection by any

1 member. The Declaration, the Articles of
2 Incorporation and the By-Laws of the
3 Association shall be available for inspection by
4 any member at the principal office of the
5 Association where copies may be purchased at
6 a reasonable cost.

7 **ARTICLE XIII**

8 **ASSESSMENTS**

9 As more fully provided in the Declaration, each
10 member is obligated to pay to the Association
11 annual and special assessments which are
12 secured by a continuing lien upon the property
13 against which the assessment is made. Any
14 assessments which are not paid when due shall
15 be delinquent. If the assessment is not paid
16 within thirty (30) days after the due date, the
17 assessment shall bear interest from the date of
18 delinquency at the rate of ten per cent (10%)
19 per annum, and the Association may bring an
20 action at law against the Owner personally
21 obligated to pay the same or foreclose the lien
22 against the property, and interest, costs and
23 reasonable attorney's fees of any such action
24 shall be added to the amount of such
25 assessment. No Owner may waive or otherwise
26 escape liability for the assessments provided for
27 herein by nonuse of the Common Area or
28 abandonment of his Lot.

29 **ARTICLE XIV**

30 **LIABILITY, INDEMNIFICATION AND**

31 **INSURANCE OF DIRECTORS**

32 **Section 1. Liability.** No director or officer shall
33 be liable for transacting business for the
34 simultaneous benefit of the Association and
35 himself or herself whether directly or indirectly,
36 provided that at least two-thirds (2/3) of the
37 Board of Directors of the Association approves

38 the transaction(s) following full disclosure by
39 said director or officer.

40 **Section 2. Indemnification.** The Association
41 shall indemnify the directors, officers,
42 employees or agents, and may insure any such
43 party upon approval of the Board of Directors in
44 accordance with Section 13.1205.1, Code of
45 Virginia, as amended.

46 **ARTICLE XV**

47 **CORPORATE SEAL**

48 The Association shall have a seal in circular form
49 having within its circumference the words:
50 "Amberleigh Homeowners Association, Inc., a
51 Virginia Corporation".

52 **ARTICLE XVI**

53 **AMENDMENTS**

54 **Section 1.** These By-Laws may be amended, at a
55 regular or special meeting of the members, by a
56 vote of two-thirds (2/3) or a quorum of
57 members present in person or by proxy, except
58 that the Federal Housing Administration of the
59 Veterans Administration shall have the right to
60 veto any such amendments while there is Class
61 B membership.

62 **Section 2.** In the case of any conflict between
63 the Articles of Incorporation and these By-Laws,
64 the Articles shall control, and in the case of any
65 conflict between the Declaration and these By-
66 Laws, the Declaration shall control.

67 **ARTICLE XVII**

68 **MISCELLANEOUS**

69 The fiscal year of the Association shall begin on
70 the first day of January and end of the 31st day

1 of December of every year, except that the first
2 year shall begin on the date of incorporation.

3 IN WITNESS WHEREOF, we, being all of the
4 directors of the Amberleigh Homeowners
5 Association, Inc., have hereunto set our hands
6 and seals this ____ day of _____, 198__.

7 RICHARDJ. NORTH

8 SPENCER R. STOUFFER

9

10 **CERTIFICATION**

11 I, the undersigned, do hereby certify:

12 THAT I am the duly elected and acting secretary
13 of the Amberleigh Homeowners Association,
14 Inc., a Virginia Corporation, and,

15 THAT the foregoing By-Laws constitute the
16 original By-Laws of said Association, and duly
17 adopted at a meeting of the Board of Directors
18 thereof, held on the ____ day of _____,
19 198__.

1 **Chapter 500**

2 **Board**

3 **500.01 Definitions**¹¹. As used in this section
 4 unless context otherwise requires:

5 [RESERVED FOR DEFINITIONS]

6 **500.02. Membership**¹². The size of the board
 7 shall be fixed at seven (7) directors.

8 **500.03 Regular meeting**¹³.

9 (1) VENUE.

10 (A) Regular meetings of the board shall
 11 be held at the Loyal Order of the
 12 Moose, Lodge 1076 on the third
 13 Thursday of the month.

14 (B) The room shall be arranged as
 15 follows:

16 (i) Sufficient tables and chairs
 17 arranged in a horseshoe.

18 (ii) At least twelve (12) chairs
 19 arranged in two (2) rows facing
 20 the open end of the tables.

21 (C) Appropriate directional signage.

22 (2) ORDER OF BUSINESS. The format of the
 23 agenda shall be as follows:

24 **Board of Directors**
 25 **Amberleigh Homeowners Association, Inc.**

26 **Venue**

27 **Regular Meeting**

¹¹ Enacted September 21, 2012.

¹² Enacted September 21, 2012; amended May 16, 2013.

¹³ Enacted September 21, 2012.

30 **Date**

31 **Time**

32

33 1. Call to order (president)

34 a. Roll call

35 b. Announcements

36 c. Explanation of open forum

37 d. Appointments; vacancies

38 2. Consent agenda (secretary and treasurer):

39 a. Approval of the agenda

40 b. Approval of minutes

41 c. Architectural modification requests

42 d. Financial statements

43 e. Collection actions

44 f. Other actions

45 3. Administration committee (treasurer)

46 4. Operations committee (chair)

47 5. Management report (agent)

48 6. Old business (president)

49 7. New business (president)

50 8. Homeowners' forum (president)

51 9. Executive session (president)

52 10. Actions after executive session (president)

53 11. Action item review (agent)

54 12. Adjournment

55 (3) An attendance roll shall be available to
 56 record directors and others in attendance.

57 **500.04 Rules of order**¹⁴.

58 (1) RULES OF ORDER. Robert's Rules of Order,
 59 tenth (10th) edition shall be considered
 60 authoritative when not in conflict with the
 61 governing documents.

62 (2) CONSENT AGENDA.

63 (A) *Items*. The following items shall be
 64 included on the consent agenda:

¹⁴ Enacted September 21, 2012.

1	(i) Receiving of reports with	31	(F) Adjournment including the time.
2	further action or discussion;	32	(2) The following are not required to be
3	(ii) Ministerial acts;	33	included in the minutes except when required
4	(iii) Other administrative items	34	by law:
5	where no discussion is	35	(A) The maker of the motion;
6	expected.	36	(B) Debate; or
7	(B) <i>Consideration.</i>	37	(C) Reports;
8	(i) Any director may object to	38	500.06 Hearings ¹⁶ .
9	an item being included on the	39	(1) SCHEDULING. In general, a hearing
10	consent agenda. When an	40	shall:
11	objection is raised, the item	41	(a) Proceed or succeed a regular
12	shall be moved to new	42	meeting or another hearing;
13	business.	43	(b) Be held during the recess of
14	(ii) By consensus any item on	44	a regular meeting; or
15	the consent agenda may be	45	(c) Be otherwise scheduled by
16	amended.	46	the president.
17	(iii) The consent agenda shall be	47	(2) ROLL. The call to order, roll, and
18	considered in a single motion.	48	other introductory items of either a
19	(3) Second not required. A second is not	49	preceding hearing or regular meeting
20	required for the board to consider a motion or	50	occurring on the same day shall apply
21	other action.	51	to a succeeding hearing or regular
22	500.05 Minutes ¹⁵ .	52	meeting.
23	(1) The minutes shall record:	53	(3) ORDER OF BUSINESS. The order of
24	(A) Venue, time and date when called	54	business for each hearing shall be as
25	to order;	55	follows:
26	(B) Attendance;	56	(a) An introduction by
27	(C) Appearances;	57	management of the caption of
28	(D) Referrals;	58	the hearing.
29	(E) Motions and other actions taken;	59	(b) Presentation of the petition
30	and	60	or application by the petitioner

¹⁵ Enacted September 21, 2012.

¹⁶ Enacted September 21, 2012.

1 or applicant including written
2 documents.
3 (c) Question or requests for
4 further information.
5 (4) ACTION. The records and action of
6 the hearing shall be recorded in the
7 minutes of the next regular meeting.

8 **500.07 Homeowners forum**¹⁷.

9 (1) ADDRESSING THE BOARD. Any member
10 wishing to address the board may do so during
11 the homeowners forum. Each person
12 addressing the board shall have three (3)
13 minutes. If the demand to address the board
14 exceeds the time allotted, the board may move
15 the homeowners forum to another part of the
16 agenda or recess to another day.

17 (2) DECORUM. Members shall:

- 18 (a) Address comments to the chair;
- 19 (b) Avoid personalities or questioning
20 motives;
- 21 (c) Confine remarks to the merits of a
22 legitimate issue of the association;

23 **500.08 Ejection**¹⁸.

24 (1) No person shall remain in any meeting who:

- 25 (a) Having been warned disrupts a
26 meeting a second time;
- 27 (b) Disturbs the peace; or
- 28 (c) Creates a hazard or nuisance.

29 (2) A person who acts contrary to
30 subsection (1) shall be directed to leave
31 the meeting by any director.

32 (3) Any director may request the
33 assistance of law enforcement to
34 remove a person remaining after being
35 required to leave.

36 **500.09 Attendance at meetings**¹⁹.

37 Meetings are open to members or their
38 representatives pursuant to law.

39
40 **500.10. Street Representatives.**²⁰

41 (1) APPOINTMENT. The officer may appoint any
42 resident a representative of a subunit of the
43 properties. There is no limit to the number of
44 street representatives that may be appointed.

45 (2) DUTIES. The street representative shall:

- 46 (a) *Review*. Periodically review their
47 subunit, reporting any common areas
48 needing attention to the agent or
49 board;
- 50 (b) *Relationships*. Strive to build
51 relationships with all residents of their
52 subunit and encourage
53 communications;
- 54 (c) *Report*. Attend or submit a report to
55 the board at the regular meetings
56 representing the concerns of their
57 subunit.

58
59 500.11 [RESERVED]

¹⁷ Enacted September 21, 2012.

¹⁸ Enacted September 21, 2012.

¹⁹ Enacted September 21, 2012.

²⁰ Enacted July 17, 2014.

1 **Chapter 510**

2 **Community Relations**

3 **510.01 Community relations group.**²¹

4 (1) CREATION, MEMBERS, LEADERS. There is
5 created a group on community relations. The
6 board shall appoint at least one leader of the
7 group. The group shall report to the committee
8 on administration. Any member of the
9 association may become a member of the
10 group.

11 (2) MEETING; QUORUM. The group shall meet
12 when established by the group or at the call of
13 the leader or the president. At least two
14 members shall constitute a quorum.

15

16 **510.02 Purpose.**²²

17 (1) PURPOSE.

18 (A) The group shall promote:

19 (i) Communication and
20 information between the
21 association and the members;

22 (ii) The association to the
23 community; and

24 (iii) Vendors.

25 (B) The group shall serve as a
26 coordinating point between the
27 association and other community
28 organizations.

29 (C) The group may assist members with:

30 (i) Questions about the
31 association; and

32 (ii) Navigating the processes
33 and procedures of the association.

34 (2) Nothing in this chapter shall alter the
35 processes and procedures of the association.

36

37 **510.03 Memberships authorized.**²³

38 Memberships in the following groups is
39 authorized. The initial proposed budget shall
40 include a sum sufficient for the cost of
41 membership and reasonable participation.

42 (1) Community Association Institute, including
43 the Washington Metropolitan Chapter and the
44 Virginia Legislative Committee;

45 (2) Fairfax County Federation of Citizens
46 Association; and

47 (3) Lee District Association of Civic
48 Organizations.

²¹ Enacted May 16, 2013.

²² Enacted May 16, 2013.

²³ Enacted May 16, 2013.

1 **Chapter 520**

2 **Record Retention**

3 **525.01 Definitions**²⁴. As used in this chapter,
4 unless context otherwise requires:

5 (1) "Annual meeting" means the meeting of the
6 members of the association;

7 (2) "Governing document" has the meaning
8 given in ch. 100;

9 (3) "Mass communication" means a uniform
10 communication sent to association members;

11 (4) "Proceedings" means the minutes and other
12 records of a meeting of a body of the
13 association;

14 (5) "Record" has the meaning given in ch. 100;

15
16 **525.02 Calculating time**²⁵. Time shall be
17 calculated pursuant to ch. 100 and exclude the
18 time:

19 (1) The record is effective; and

20 (2) There is activity related to the record.

21
22 **525.03 Saving clause**²⁶. Notwithstanding the
23 governing documents, a record shall be
24 retained when required by law or if inexpedient
25 to destroy.

²⁴ Enacted September 21, 2012.

²⁵ Enacted September 21, 2012.

²⁶ Enacted September 21, 2012.

27 **525.04 Implementation; supervision**²⁷.

28 (1) The agent shall be the custodian of
29 association records.

30 (2) Frequently, but not less than annually, the
31 agent shall review association records for
32 records no long required to be retained.
33 Records no long required to be retained shall be
34 destroyed in a secure manner.

35 (3) The committee on administration may direct
36 how this chapter shall be implemented.

37 (4) Unless inexpedient,

38 (a) Records shall be created in or
39 converted to an electronic format; and

40 (b) Records shall be available to
41 members on the association website
42 pursuant to 550.02.

43

44 **525.05 Permanent records**²⁸. The following
45 records shall be permanently retained by the
46 association:

47 (1) Governing documents, including previous
48 versions and amendments; and

49 (2) Proceedings of the board and annual
50 meetings;

51 (3) Annual audited financial statements;

52 (4) Mass communications;

53 (5) Documents submitted to the government.

54

²⁷ Enacted September 21, 2012.

²⁸ Enacted September 21, 2012.

1 **525.06 Business records**²⁹. The following
2 records shall be retained for seven (7) years:
3 (1) Financial records, except as provided in s.
4 525.05;
5 (2) Insurance records;
6 (3) Contracts, bids, invoices;
7 (4) Warranty and guarantees of performance;
8 (5) Legal records.

9
10 **525.07 Annual meeting**³⁰. The following shall
11 be retained until the next annual meeting:

- 12 (1) Poll list
- 13 (2) Proxy statement
- 14 (3) Ballots

15
16 **525.08 Member records**³¹.

- 17 (1) Member records include:
 - 18 (a) Financial account and transactions;
 - 19 (b) Architectural modification requests;
 - 20 (c) Association complaint as defined by
 - 21 18 VAC 48-70-10.
- 22 (2) Member records shall be retained the later
- 23 of three (3) years after
 - 24 (a) A person ceases to be a member;

25 (b) Member obligations have been met
26 or discharged; or

27 (3) Notwithstanding subsection (2), an
28 association complaint shall be retained for one
29 (1) year after final action.

30

31 **525.09 General communications**³².
32 Communications between the association and
33 members or the public shall be retained until a
34 matter is disposed of. Unless inexpedient,
35 routine communications, solicitations, or drafts,
36 shall not be retained once a matter is resolved
37 or if a final action is contained in another
38 record.

39

40

Chapter 550

41

Record Request

42 **550.01 Definitions**³³

43 As used in this chapter, unless context
44 otherwise requires:

45 (1) "Record request" means a request to either
46 examine a record or order a copy of a record.

47 (2) "Requestor" means a person making a
48 record request.

49 **550.02 Implementing law; delegating authority**
50 **and relief; electronic availability**³⁴

51 (1) ENABLING LAW. This chapter is enacted
52 pursuant to s. 55-510 (A) to (D), Code of Virginia
53 as amended.

²⁹ Enacted September 21, 2012.

³⁰ Enacted September 21, 2012.

³¹ Enacted September 21, 2012.

³² Enacted September 21, 2012.

³³ Enacted May 17, 2012.

³⁴ Enacted May 17, 2012.

1 (2) DELEGATION. The authority to administer
2 this chapter is delegated to the agent. A
3 requestor may seek relief from the board of the
4 agent’s determination.

5 (3) ELECTRONIC AVAILABILITY. Unless
6 prohibited by law or if inexpedient³⁵, records
7 shall be posted on the association website.

8 **550.02 Examining and copying records.**³⁶

9 (1) WHO MAY REQUEST. Only a member in
10 good standing or their authorized agent may
11 submit a record request.

12 (2) REQUEST, HOW MADE. A record request
13 shall be submitted on a form prescribed by the
14 association. Such a request shall include:

15 (a) The name and contact information
16 of the requestor;

17 (b) A specific description of the record;

18 (c) If the requestor is requesting to
19 examine the record or order a copy;
20 and

21 (d) An acknowledgement that the
22 requestor is responsible for:

23 (i) Payment of fees pursuant
24 applicable to the request;

25 (ii) That the request is subject
26 to applicable law and the
27 governing documents;

28 **550.03 Filing a request.**³⁷

29 (1) ACTING ON A REQUEST. The association has
30 at least five (5) days to act on a record
31 request³⁸.

32 (2) EXAMINING A RECORD. Examination of a
33 record shall be at the office of the agent and
34 mutually-agreeably date and time during
35 standard business hours.

36 **550.04 Excluded record.**³⁹ The record
37 described under s. 55-510 (C)⁴⁰ are excluded
38 from a records request.

39 **550.05 Fees.**⁴¹

³⁸ See ch. 100 for how time is calculated.

³⁹ Enacted May 17, 2012.

⁴⁰ s. 55-210 (C), Code of Virginia: “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. [Current as of May 8, 2012].

³⁵ That is: not practical, suitable, or advisable.

³⁶ Enacted May 17, 2012.

³⁷ Enacted May 17, 2012.

1 [Repealed]

⁴¹ Enacted May 17, 2012; repealed November 2014.
NB, contents transferred to ch. 650.

1 **Chapter 575**

2 **Technology**

3
4 **575.01 Use of technology.**⁴²

5 To the extent permitted by law now or in the
6 future:

7 (a) Any notice required to be sent or
8 received;

9 (b) Any signature, vote, consent or
10 approval required to be obtained; or

11 (c) Any payment required to be made,

12 Under the governing documents may be
13 accomplished using the most advanced
14 technology available at that time if such use is a
15 generally accepted business practice. This
16 chapter shall govern the use of technology in
17 implementing the provisions of the governing
18 documents dealing with notices, payments,
19 signatures, votes, consents or approvals.

20 **575.02. Electronic Means.**⁴³

21 To the extent permitted by law, a member or
22 other person may perform any obligation or
23 exercise any right by use of any technological
24 means providing sufficient security, reliability,
25 identification and verifiability.

26 (1) ACCEPTABLE TECHNOLOGICAL. Acceptable
27 technological means shall include without
28 limitation electronic communication over the
29 internet, the community or other network,
30 whether by direct connection, intranet,
31 telecopier or e-mail.

32 (2) SIGNATURE REQUIREMENTS. A digital
33 signature meeting the requirements of
34 applicable law shall satisfy any requirement for
35 a signature under the governing documents.

36 (3) ELECTRONIC FUNDS TRANSFER. Payment of
37 all sums to and from the association and the
38 members or other persons may be made by
39 electronic transfer of funds creating a record
40 evidencing the transaction for the period such
41 record would be required to be available in
42 non-electronic form.

43 (4) VOTING RIGHTS. Voting and approval of any
44 matter under the condominium instruments
45 may be accomplished by electronic means
46 provided that a record is created as evidence
47 thereof and maintained as long as such record
48 would be required to be maintained in non-
49 electronic form.

50 (5) NON-TECHNOLOGY ALTERNATIVES. If any
51 member or other person does not have the
52 capability or desire to conduct business using
53 electronic or other technological means, the
54 association shall make reasonable
55 accommodation, at its expense, for such person
56 to conduct business with the association
57 without use of such electronic or other means
58 until such means has become generally
59 accepted in similar communities in the area.

60 **575.03. Ratification of prior electronic acts.**⁴⁴

61 Unless prohibited by law, all electronic acts
62 made prior to the effective date of this ch. 575
63 are recognized or ratified.

⁴² Adopted June 19, 2014.

⁴³ Adopted June 19, 2014.

⁴⁴ Adopted June 19, 2014; amended by order.

- 1 **575.04 Vendors.**⁴⁵ Notwithstanding this ch.
- 2 575, the president may require the use of
- 3 certain technology by a vendor.

⁴⁵ Adopted June 19, 2014; amended by order.

1 **Chapter 600**

2 **Finances**

3 **600.01 Committee on administration**⁴⁶.

4 (1) CREATION, MEMBERS, OFFICERS. There is
5 created a committee on administration. The
6 committee shall consist of the treasurer and
7 four members appointed by the board to one
8 year terms. The treasurer shall chair the
9 committee and appoint a clerk.

10 (2) MEETING; QUORUM. The board shall meet
11 on the second Tuesday of the month by phone
12 conference unless called on a different date by
13 the chair or as established by the committee.
14 At least two members shall constitute a
15 quorum.

16 (3) PURPOSE⁴⁷. The committee shall have
17 jurisdiction over:

18 (A) Budget.

19 (B) Insurance.

20 (C) Legal.

21 (D) Accounting.

22 (E) Audit.

23 (F) Tax.

24 (G) Cash and treasurer management.

25 (H) Communications.

26 (I) Reserve study.

27 (J) Organizational membership.

28 (K) Management agent.

⁴⁶ Enacted February 23, 2012.

⁴⁷ Pursuant to 2012 budget.

29 **600.02 Fiscal and Tax Policy**⁴⁸

30 (1) FISCAL YEAR⁴⁹. A calendar fiscal year is
31 established commencing January 1, 2012.

32 (2) AUTHORITY. The financial statements and
33 accounting records shall be kept in accordance
34 with generally accepted accounting principles.
35 The common interest realty associations audit
36 and accounting guide shall be considered
37 authoritative.

38 (3) TAX ELECTION. The association elects to
39 apply all or part of the excess assessment
40 income of the current year to the succeeding
41 year's assessment and that such final amount
42 shall be determined by the board.

43 (4) ACCOUNTING POLICY. Fund accounting is
44 elected.

45 **600.03 Homeowners' equity**⁵⁰

46 (1) FUND. The following are established:

47 (a) *General fund*. There is created the
48 general fund where all operating
49 revenue shall be deposited and
50 operating expenses shall be withdrawn.
51 The general fund shall finance the other
52 funds.

53 (b) *Replacement fund*. There is created
54 a replacement fund for the purpose of
55 repairing, replacing, and restoring
56 capital components pursuant to s. 55-
57 514.1, VA code. An allocation in
58 homeowners' equity relating to this
59 fund shall be established.

⁴⁸ Enacted February 23, 2012; amended October 18, 2012; November 2013.

⁴⁹ Pursuant to 2012 budget.

⁵⁰ Enacted February 23, 2012; recreated November 2013.

1 (c) *Capital fund*. There is created a
2 capital fund for the purpose of
3 improving and acquiring assets. An
4 allocation in homeowners' equity
5 relating to this fund shall be
6 established.

7 (d) *Contingency fund*. There is created
8 a contingent fund for the purposes of
9 covering extraordinary or unusual
10 expenses. An allocation in homeowners'
11 equity relating to this fund shall be
12 established.

13 (2) DISPERSING HOMEOWNERS' EQUITY. No
14 amount may be dispersed from the
15 replacement, capital, or contingency fund
16 except by resolution.

17 **600.04 Budget and dues**⁵¹

18 (1) Three months prior to the end of the fiscal
19 year, the agent or treasurer shall submit to the
20 committee:

21 (A) Actual expenses from the prior fiscal
22 year;

23 (B) Current budget;

24 (C) Actual current fiscal year expenses;

25 (D) Projected expenses for the current
26 fiscal year;

27 (E) Summary of major contracts; and

28 (F) Major anticipated expenses and
29 projects.

30 (2) Two months prior to the end of the fiscal
31 year:

32 (A) The treasurer shall direct the
33 drafting of a preliminary budget and
34 submit it to the committee;

35 (B) The committee shall seek
36 community input on preliminary
37 budget; and

38 (C) The committee shall recommend a
39 budget to the board.

40 (3) One month prior to the end of the fiscal
41 year, the board shall:

42 (A) Hold a community hearing on the
43 recommended budget;

44 (B) Consider any member comments as
45 well as any amendments;

46 (C) Establish the annual assessment and
47 adopt a budget.

48 (4) The agent shall submit actual and budget
49 amounts to the committee monthly. The
50 committee shall report to the board any
51 material variance or other notable item with
52 any recommended action.

53 (6) The committee may recommend
54 amendments to an adopted budget.

55 (7) The following are the budget accounts of the
56 association:

57

58 **600.05 Accounts receivable and collections**⁵²

59 [Insert policy]

60 **600.06 Audit**⁵³

⁵¹ Enacted February 23, 2012.

⁵² Enacted February 23, 2012.

⁵³ Enacted February 23, 2012.

1 (1) The committee shall annually recommend
2 an independent auditor to the board.

3 (2) An audit shall be conducted annually.

4 (3) The treasurer shall execute and engagement
5 and other representations to the auditor.

6 (4) Financial statements presented by the
7 auditor shall include budget information.

8 (5) The auditor shall submit its final report
9 directly to the members of the board.

10 **600.07 Investment policy**⁵⁴

11 (1) DEFINITIONS. For the purposes of this
12 section:

13 (A) "Liquid instruments" means cash,
14 checking, and savings accounts.

15 (B) "Core investments" means
16 investment grade certificate of
17 deposits, bonds, and money market
18 accounts.

19 (C) "Satellite investments" means index
20 shares, exchange traded funds, and
21 other conservative investments.

22 (2) Operating funds, operating reserves, or
23 funds budgeted to be expended within one year
24 shall be held in liquid instruments.

25 (3) Generally, replacement reserves and capital
26 reserves shall be held in core investments.

27 (4) Notwithstanding, subsection (3) the
28 committee may recommend and the board
29 adopt a plan to hold replacement and capital
30 reserves not expected to be expended within
31 one year in satellite investments.

⁵⁴ Enacted February 23, 2012.

32 (5) The committee may authorize a sum
33 sufficient from the operating reserve to retain a
34 qualified advisor to assist the committee in
35 recommending a plan under subsection (4).

36 **600.08 Disbursements**⁵⁵

37 (1) All disbursements shall be pursuant to the
38 governing documents, budget, and directives of
39 the board and officers.

40 (2) The agent may approve disbursements from
41 the operating account:

42 (A) Less than \$1001;

43 (B) Pursuant to a contract or approved
44 obligation;

45 (3) The treasurer or president may approve
46 disbursements less than \$501 or pursuant to
47 board directive from the petty cash account.

48 (4) The treasurer or president may direct
49 amounts to be transferred to replenish the
50 petty cash account.

51 (5) AGENT PAYMENTS: Any disbursement to the
52 agent must be specifically approved by the
53 treasurer or president.

54 (6) COMMUNITY EVENTS. Notwithstanding
55 subsection (3) and subject to 725.03,
56 community events shall be paid from the petty
57 cash checking account.

58 **600.09 Reserve study**⁵⁶

59 [Insert policy]

60 **600.10 Fees**⁵⁷

⁵⁵ Enacted February 23, 2012; amended May 17, 2013; November 2013.

⁵⁶ Enacted February 23, 2012; November 2014. NB, contents transferred to ch. 650.

1	[Repealed]	31	(e) "Social activities" means the cost of community events.
2	600.11 Budget accounts defined. ⁵⁸	32	
3	The following budget accounts are established	33	(f) "Board" means the costs relating to the board of directors, the continuing education of the board of directors, and the annual retreat.
4	and defined:	34	
5	(1) REVENUE.	35	
6	(a) "Assessment income" means the	36	
7	proceeds from the annual assessment	37	(g) "Taxes" means the costs of state, federal, and local taxes due.
8	fee.	38	
9	(b) "Interest" means deposit earnings.	39	(h) "Licenses and fees" means the costs of required governmental registrations, licenses, or permits.
10	(c) "Late fee income" means the	40	
11	proceeds of the late fee imposed.	41	(i) "Insurance" means the costs of keeping an insurance policy in force.
12	(d) "Miscellaneous income" means the	42	
13	proceeds of the fees other than the	43	(j) "Audit and tax preparation" means the costs of the annual audit and tax preparation.
14	annual assessment or interest.	44	
15	(e) "Legal fee income" means the	45	(k) "Legal – general" means the cost of general legal counsel.
16	proceeds of a collection action other	46	
17	than the cost of collections.	47	(l) "Legal – collections" means the legal costs of collections.
18	(2) EXPENSES.	48	
19	(a) "Bad debt" means the estimated	49	(m) "Management" means the cost of management agent services. It does not include other amounts charged pursuant to the agreement in force.
20	amount of uncollectable revenue.	50	
21	(b) "Bank service charges" means fees	51	(n) "Community meetings" means the costs of the end of year mailing and the annual meeting.
22	charged by the deposit institution	52	
23	relating to members.	53	(o) "Common area maintenance" means other costs relating to the grounds contract.
24	(c) "Miscellaneous administration"	54	
25	means the costs of storage, production,	55	(p) "General repairs" means the costs of repairs to the common areas.
26	mailing, and delivery, coupon books,	56	
27	notices, and other miscellaneous	57	
28	expenses.	58	
29	(d) "Recording secretary" means the	59	
30	cost of a professional recorder.	60	
		61	
		62	

⁵⁷ Enacted February 23, 2012.

⁵⁸ Enacted November 2013.

1 (q) "Litter and debris" means the cost of 32 unemployment insurance account, and tax
 2 emptying trash cans on the common 33 identification numbers and accounts required
 3 areas. 34 by law, or other prudent acts;

4 (r) "Grounds contract" means the 35 (3) Shall establish prudent employment policies
 5 general costs of the common area 36 and a job description.
 6 maintenance.

7 (s) "Dog park" means the costs of
 8 maintaining the dog park.

9 (t) "Irrigation" means the costs of
 10 irrigation system at the front entrance.
 11 (u) "Pest control" means the costs of
 12 extermination services.

13 (v) "Snow removal" means the cost to
 14 clear and treat the streets due to snow.

15 (w) "Trash removal" means the costs
 16 for trash and recycling services.

17 (x) "Tree care" means the costs relating
 18 to trees.

19 (y) "Electricity" means the costs of
 20 electricity.

21 (z) "Water and sewer" means the costs
 22 of water and sewer.

23

24 **600.12. Employees.**⁵⁹

25 The president:

26 (1) Pursuant to art. IX, sec. 1 (e), is authorized to
 27 hire, supervise, and direct all employees
 28 authorized by ch. 676 (budget) and may
 29 delegate this responsibility;

30 (2) Is authorized a sum sufficient to contract for
 31 workers' compensation insurance, establish an

⁵⁹ Enacted July 17, 2014.

1 **Chapter 650**

2 **Fees**

3 **650.01 Fee collection.**⁶⁰

4 Any fee imposed shall be subject to ch. 900.

5 **650.02 Annual assessment.**⁶¹

6 The annual assessment is established pursuant
7 to ch. 675.

8 **650.03 Collection and enforcement fees.**⁶²

9 The following are imposed on the account of a
10 member:

11 (1) For turning an account over to collections,
12 twenty-five dollars (\$25.00);

13 (2) For the delivery of a notice by certified mail
14 or a delinquency notice, six dollars (\$6.00);

15 (3) For the failure to pay the annual assessment
16 when due, 5 percent of the amount due
17 pursuant to s. 55-513.3, Code of Virginia;

18 (4) For the administration of a payment plan,
19 twenty five dollars (\$25.00) per month.

20 (5) For the return of a check, draft, or other
21 instrument, thirty dollars (\$30.00).

22 **650.04 Resale, questionnaires, and
23 certification fees.**⁶³

24 The following are imposed on any requesting
25 person, for a:

26 (1) Disclosure packet or resale certificate as
27 defined by law, two-hundred and fifty dollars

28 (\$250.00); when expedited for delivery under
29 72 hours, two-hundred and seventy-five dollars
30 (\$275.00);

31 (2) Appraiser questionnaire, fifty dollars
32 (\$50.00);

33 (3) Budget, twenty-five dollars (\$25.00);

34 (4) Settlement or closing questionnaire, one-
35 hundred-fifty dollars (\$150.00);

36 (5) Standard financial certification requests,
37 one-hundred and seventy-five dollars (\$175.00);
38 when customized, two-hundred dollars
39 (\$200.00);

40 (6) Budget, bylaws, covenant, insurance
41 declaration, litigation statements, and financial
42 certification, one-hundred and seventy-five
43 dollars (\$175.00);

44 (7) Budget, insurance declaration, financial
45 certification, one hundred twenty five dollars
46 (\$125.00)

47 (8) Setting up of a new member account, fifty
48 dollars (\$50.00)

49 **350.05 Record request fees.**⁶⁴

50 The following fees are imposed and due when a
51 record request is filled pursuant to ch. 550. For
52 the:

53 (1) Compilation of association records to
54 electronic format for onsite examination:
55 twenty-five dollars (\$25.00);

56 (2) Compilation of assessable unit records to
57 electronic format for onsite examination:
58 twenty-five dollars (\$25.00);

⁶⁰ Enacted November 2013.

⁶¹ Enacted November 2013.

⁶² Enacted November 2013.

⁶³ Enacted November 2013.

⁶⁴ Enacted November 2013.

- 1 (3) Onsite access to association records: twenty-
2 five dollars (\$25.00) per hour;
- 3 (4) Minutes of the meetings of the board up to
4 six (6) months: twenty dollars (\$20.00);
- 5 (5) Articles of incorporation: twenty dollars
6 (\$20.00);
- 7 (6) Bylaws: twenty dollars (\$20.00);
- 8 (7) Declaration: ten dollars (\$10.00);
- 9 (8) Annual financial statement: ten dollars
10 (\$10.00);
- 11 (9) Current and unaudited financial statement:
12 ten dollars (\$10.00);
- 13 (10) Insurance declaration: fifty dollars (\$50.00);
- 14 (11) Current reserve study: fifty dollars
15 (\$50.00);
- 16 (12) Complete set of governing documents: fifty
17 dollars (\$50.00); and
- 18 (13) Any other record: fifteen cents (\$0.10) per
19 page.

20 **650.06 Other fees.**⁶⁵

- 21 (1) LATE ARCHITECTURAL MODIFICATION
22 REQUEST FEE: Assessed against a member who
23 submits an architectural modification request
24 after work has begun or has been completed:
25 one-hundred dollars (\$100.00);

⁶⁵ Enacted November 2013.

1	Chapter 675		Legal Fee	<u>1,500</u>
2	Budget		Income	
3	675.01 Duration. ⁶⁶		Total Other Revenue	<u>9,049</u>
4	This chapter is established and shall be effective		TOTAL INCOME	<u>504,191</u>
5	January 1, 2014 and every subsequent year		EXPENSES	
6	unless sooner amended or repealed.		Administrative	
7	675.02 Annual assessment. ⁶⁷		Bad Debt Expense	10,000
8	The annual assessment is established at one-		Bank Service Charges	120
9	thousand, sixteen and 72/100 dollars		Miscellaneous Admin	7,980
10	(\$1016.72). For members with the privilege of		Recording Secretary	<u>250</u>
11	quarterly remittance, two-hundred, fifty-four		Total Administrative	18,350
12	and 18/100 (\$254.18).		Communications	
13	675.03 Budget. ⁶⁸		Website	<u>0</u>
14	The operating fund budget is established as		Total Communications	0
15	follows:		Activities	
	INCOME		Meeting Expenses	5,000
	Assessment Revenue		Social Activities Board Expenses	7,000
	Assessment Income	<u>495,143</u>		<u>3,000</u>
	Total Assessment Revenue	495,143	Total Activities	15,000
	Other Revenue		Taxes & Insurance	
	Interest-Operating	169		
	Interest-Reserves	5,388		
	Late Fees	1,271		
	Miscellaneous Income	720		

⁶⁶ Enacted November 2013.

⁶⁷ Enacted November 2013.

⁶⁸ Enacted November 2013.

	Taxes-Federal & State	2,100		Pet Waste Contract	0
	Licenses & Fees	388		Snow Removal	5,000
	Insurance	<u>4,080</u>		Trash Removal	72,939
Total Taxes & Insurance		6,568		Tree Care	<u>4,345</u>
			Total Operations & Maintenance		199,396
Professional Fees			Utilities		
	Audit/Tax Prep	3,225		Electricity	5,429
	Collections Expense	0		Water & Sewer	<u>1,400</u>
	Legal-General	6,000		Total Utilities	6,829
	Legal-Collections Management Contract	21,818 49,616		Reserves	
Total Professional Fees		80,659		Reserve Contribution	121,600
Operations & Maintenance				Operating Reserves	15,000
	Common Area Maintenance	6,700		Capital Reserves	25,000
	General Repairs & Maintenance	5,500		Reinvested Interest	<u>5,388</u>
	Litter and Debris Service	4,620		Total Reserves	<u>166,988</u>
	Grounds Contract	97,161		TOTAL EXPENSES	<u>493,791</u>
	Community Dog Bags	1,008	1	NET INCOME	<u>10,400</u>
	Irrigation System	1,048	2		
	Landscape Enhancements	0	3	675.04 Enumerated projects. ⁶⁹	
	Pest Control	1,075	4	(1) From the replacement fund:	
				(a) Tennis court resurfacing;	

⁶⁹ Enacted November 2013.

1 (b) Erosion control between Greenleigh
2 and Briarleigh Ways; and

3 (c) Asphalt repair.

4 (2) From the capital fund:

5 (a) Front and rear entrance
6 improvements; and

7 (b) Storage sheds.

8

9 **675.05 Position Authority⁷⁰**

10 (1) One (1) full-time equivalent employee
11 position is authorized at a rate not to exceed
12 fifty dollars (\$50.00) per hour.

13 (2) The total cost of this position shall be
14 charged back to the appropriate budget line
15 item.

⁷⁰ Enacted July 17, 2014.

1 **Chapter 700**
2 **Architectural**
3 **700.01 Authority; duty**⁷¹
4 (1) This chapter is enacted pursuant to art. V, s.
5 1 to 5, ch. 200.
6 (2) Every member has a duty to comply with
7 this chapter including obtaining approval prior
8 to making a change to the exterior of an
9 assessable unit except when allowed by this
10 chapter.
11 **700.02 When approval is not required; advice**⁷²
12 (1) Approval to make a change to the exterior of
13 an assessable unit is not required when the
14 change relates to general maintenance and
15 repair that does not alter the design or
16 materials used.
17 (2) A member may request the advice of the
18 association of a change that requires approval.
19 Such a request shall be responded to promptly
20 in writing and entered onto the records of the
21 member and the specified property.
22 (3) Replacing material with more superior
23 material shall not require approval if it is of the
24 same design and color.
25 **700.03 Request for approval**⁷³
26 A member may submit a request for approval
27 for a change to an assessable unit by submitting
28 the following to the association:
29 (1) A form prescribed by the association and
30 executed by the member;

31 (2) A plat of the assessable unit;
32 (3) A plan to scale with dimensions and a
33 description of the proposed change;
34 (4) If the proposed change includes a change of
35 color:
36 (a) The name of the color of adjacent
37 units;
38 (b) The name of the color of the
39 proposed change;
40 (c) A sample of the color of the
41 proposed change; and
42 (d) How the proposed color is in
43 harmony with the color of adjacent
44 assessable units.
45 (5) A list, description, and appropriate samples
46 of the proposed change;
47 (6) Photographs of the assessable unit and
48 adjacent assessable units annotated with
49 proposed changes;
50 (7) An explanation of how the proposed change
51 will be in harmony with adjacent units;
52 (8) If required by law, a copy of applicable
53 permits issued by a governmental agency;
54 (9) Whether the member or a contractor will be
55 retained to make the change. If a contractor is
56 retained: the name, address, and phone
57 number of the contractor and of the person
58 supervising workers.
59 (10) A work plan that includes:
60 (a) The days and hours work will be
61 performed and the date work will be
62 completed;

⁷¹ Enacted May 17, 2012.

⁷² Enacted May 17, 2012.

⁷³ Enacted May 17, 2012.

1 (b) Daily site clean-up and disposal of
2 waste;

3 (c) Minimizing the impact on other
4 members;

5 (d) Minimizing the impact on parking
6 and access to assessable units.

7 (11) Whether the member requests to appear
8 before the committee prior to the committee
9 acting on the request.

10 **700.04 Architectural review committee**⁷⁴

11 When no specific architectural review
12 committee has been appointed, the members
13 of the board shall constitute the architectural
14 review committee.

15 **700.05 Request review**⁷⁵

16 (1) An incomplete submission shall not be
17 accepted and shall be returned to the member
18 with a notice stating the reason it is incomplete.
19 An incomplete submission shall not be
20 considered a request.

21 (2) The agent shall review a submission for
22 completeness and adherence to this chapter
23 and shall make a recommendation to the
24 committee.

25 (3) The committee shall take one of the
26 following actions on a request within sixty (60)
27 days of receiving a request:

28 (a) Approval;

29 (b) Approval with conditions;

30 (c) Denial;

31 (4) Notice of committee action shall be
32 transmitted in writing to the member.

33 (5) Any modification of an approved or
34 approved with conditions request must be
35 approved or approved with conditions by the
36 committee prior to execution. A request for
37 modification shall be made by meeting the
38 requirements under s. 700.03.

39 (6) Unless otherwise approved by the
40 committee, changes and modifications
41 approved by committee must be completed
42 within twelve (12) months of the notice of
43 approval or approval with conditions being
44 sent. A request for an extension of time to
45 complete shall include an explanation and
46 completion date.

47 **700.06 Inspection of completed change**⁷⁶

48 (1) The member shall notify the association
49 within two (2) weeks of the completion of the
50 change including all modifications.

51 (2) The agent shall inspect the work for
52 compliance with committee approval and
53 conditions and recommend an action to the
54 committee.

55 (3) If the work complies with the committee
56 approval and conditions, the association shall
57 send written notice to the member to that end.
58 If the work does not comply with the
59 committee approval and conditions, written
60 notice shall be sent to the member stating the
61 deficiency and by what date the member shall
62 make remedy.

63 **700.07 Other assessable units; common**
64 **areas**⁷⁷

⁷⁴ Enacted May 17, 2012.

⁷⁵ Enacted May 17, 2012.

⁷⁶ Enacted May 17, 2012.

⁷⁷ Enacted May 17, 2012.

- 1 (1) No change on any assessable unit may cause 28
 2 adverse drainage to another assessable unit or 29
 3 the common area. 30 (b) Shall not be worn, rusted, rotted,
 4 (2) No person has exclusive use of the common 31
 5 areas without approval. 32 unclean, otherwise blighted, or in a
 6 (3) No person shall on the common areas: 33 state of disrepair; and
 7 (a) Plant a garden or landscape without 34
 8 approval; 35 (4) All exterior elements shall be contained
 9 (b) Store any item without approval; or 36
 10 (c) Operate or park a vehicle except on 37
 11 a road pursuant to the governing 38 other materials required for the improvement
 12 documents; 39 of an assessable unit shall be stored in an
 40 inconspicuous place on the assessable unit
 41 when not in use.
 13 (4) A member may install flagstone steps 41 **700.08 Front of the assessable unit**⁷⁹
 14 between the sidewalk and the curb that is: 42
 15 (a) Parallel to the curb; 43 (1) WOODTRIM. All wood trim above and
 16 (b) Sloped to the curb; and 44 below the windows may be removed on a
 17 (c) Not creating a hazard. 45 townhouse with siding. If all trim is removed,
 46 the entire front must have the siding replaced,
 47 not patched. The following may be covered
 48 with matching aluminum or vinyl siding:
 18 **700.08 General obligations and duties**⁷⁸ 49 (a) Wood trim, or
 19 (1) A member shall comply with: 50 (b) Trim below the roofline and directly
 20 (a) This chapter; and 51 above the second story window.
 21 (b) All applicable law. 52 (2) SIDING; EXTERIOR FINISHES.
 22 (2) Materials shall only be used for their 53 (a) Primary exterior materials shall be:
 23 intended purpose and shall be installed, 54 (i) Aluminum or vinyl siding
 24 constructed, and maintained according to the 55 material that is either wide or
 25 manufacturer's instructions. 56 narrow; or
 26 (3) The exterior of an assessable unit: 57 (ii) Brick or stone;
 27 (a) Shall be well maintained; 58 (b) Brick or stone knee walls of various
 59 heights are permitted.

⁷⁸ Enacted May 17, 2012.

⁷⁹ Enacted May 17, 2012.

1 (c) Exterior colors shall not be similar to
2 adjacent assessable units.

3 (3) SHUTTERS.

4 (a) Shutters shall not be required.

5 (b) If shutters are removed, the exterior
6 material shall be replaced, not patched.

7 (c) Louvered or plain shutters may be
8 added on both sets of windows if wood
9 trim is removed.

10 (4) DOOR TRIM. A diversity of products, finishes,
11 and designs are acceptable. Door trim must be
12 harmonized to adjacent assessable units.

13 (5) WINDOWS. All windows and trim on the
14 same elevation shall be the same style, color,
15 and design. Basement windows and trim may
16 be replaced with the same style, color, and
17 design of the:

18 (a) Original; or

19 (b) Match the windows of the first and
20 second floors of the same elevation.

21 (6) FRONT DOOR.

22 (a) The front door:

23 (i) Shall be constructed of steel,
24 solid wood, or fiberglass; and

25 (ii) May include glass inserts;

26 (b) The following may be installed on or
27 near the front door:

28 (i) Deadbolt lock;

29 (ii) Peephole;

30 (iii) Doorbell switch; or

31 (iv) Doorknocker.

32 (7) STORM DOOR. The storm door:

33 (a) May be full glass or screen or
34 divided by a transom bar.

35 (b) The glass or screen must be integral
36 to the storm door frame.

37 (c) Trim of the storm door must match
38 the wood trim or may be white, off-
39 white, or black.

40 (8) GUTTERS AND DOWNSPOUTS. Gutter and
41 downspouts systems may have either one (1) or
42 two (2) downspouts.

43 (9) FRONT DOOR LAMP. Front door lamps may
44 be in a diversity of styles and may include a light
45 sensor and shall be harmonized to adjacent
46 assessable units.

47 (10) TOWNHOUSE NUMBER. House numbers:

48 (a) Shall be displayed on the front of the
49 townhouse and comply with applicable
50 law;

51 (b) Shall be consistent with the design of
52 the assessable unit;

53 (c) Shall be harmonized to adjacent
54 assessable units.

55 (11) SIDEWALKS, STOOPS, AND PORCHES.

56 (a) *Stoop*. A stoop may extend twenty-
57 four inches (24") on either side of the
58 front door. A stoop that is extended must
59 be constructed in a manner to match the
60 existing stoop.

61 (b) *Gaps*. Gaps, holes, and other
62 circumstances that weaken the
63 foundation of stoops and sidewalks are
64 prohibited and must be repaired
65 immediately.

1 (c) *Decorative work.* Masonry overlays,
2 pavers, stamped concrete, or other
3 techniques and materials may be used in
4 lieu of concrete or covering or
5 incorporated into concrete work of stoops
6 and sidewalks.

7 (d) *Railing.* Railing is permitted on the
8 perimeter of the stoop including steps.
9 Railing material may be wrought iron,
10 aluminum, or material similar thereto.
11 Railing shall be black or another color
12 approved by the committee.

13 (12) YARD LAMP.

14 (a) A yard lamp is not required.

15 (b) A yard lamp shall be illuminated during
16 the nighttime.

17 (c) A yard lamp shall be in a suitable style.

18 (13) LANDSCAPE TRIM.

19 (a) *Where used.* Landscape trim may be
20 used to edge the side of a structure,
21 flowerbed, and trees.

22 (b) *Materials.* Landscaping trim may be
23 constructed of landscaping timber, brick,
24 stone, concrete landscaping blocks,
25 manufactured edging. Railroad ties are
26 prohibited.

27 (c) *Installation.* Landscaping trim shall be
28 installed in accordance with the
29 manufacturer's instructions and
30 recommended maintenance. Landscaping
31 trim shall not exceed twenty-four inches
32 (24") from the ground unless the grade of
33 the land requires a greater height.

34 (14) EXHAUST PORTS. An exhaust port:

35 (a) Shall be covered with a vent cover
36 designed for that purpose in a style; and

37 (b) May be covered with small gauge wire
38 screen or mesh.

39 **700.09 Roof of the assessable unit**⁸⁰

40 (1) SHINGLES. Shingles shall be in a color
41 harmonized with that of the adjacent units.

42 (2) CHIMNEY.

43 (a) *Cap and mesh.* A chimney:

44 (i) Shall be covered with a vent
45 cover designed for that purpose
46 in a style; and

47 (ii) May be covered with a small
48 gauge wire screen or mesh.

49 (b) *When freestanding.* A chimney
50 may be freestanding. A freestanding
51 chimney:

52 (i) Shall only be installed on the
53 rear wall of the townhouse;

54 (ii) May only be visible from the
55 front of the house to the extent
56 that the chimney extends above
57 the ridgeline.

58 (iii) Shall only extend above the
59 ridgeline to the same height of
60 chimneys of adjacent
61 townhouse.

62 (iv) Shall be covered in the
63 same material as the exterior of
64 the townhouse.

65 (3) EXHAUST FANS. Exhaust fans:

66 (a) May be turbine or wind driven
67 designs;

⁸⁰ Enacted May 17, 2012.

1	(b) Shall be located on the:	29	(iii) Only be constructed on the assessable unit; and
2	(i) Rear slope of the roof but	30	
3	not extend beyond the	31	(iv) Include posts covered with
4	ridgeline; or	32	a matching post cap. A post
5	(ii) Ridgeline.	33	may have a lamp attached.
6	(3) SKYLIGHTS AND LIGHT TUBES. Skylights and	34	(c) A gate shall:
7	light tubes:	35	(i) Be constructed of the same
8	(a) Shall be located on the rear slope of	36	material as the fence;
9	the roof;	37	(ii) Have a round or straight top;
10	(b) Shall be flush with the roof; and	38	(iii) Be located at the rear of the
11	(c) Match the roof color and design	39	assessable unit or at the side if
12	700.10 Rear of the assessable unit ⁸¹	40	an assessable unit is an end
13	(1) FENCES AND GATES.	41	unit.
14	(a) Fences, gates, decks, and stairs shall	42	(iv) Be a single gate. Double
15	be:	43	gates are prohibited.
16	(i) Constructed using wood or	44	(v) Not have a trellis or other
17	other durable manufactured	45	construction above it.
18	material that has the	46	(2) DECKS AND STAIRS.
19	appearance of wood; and	47	(a) Elevated decks:
20	(ii) Stained a natural wood	48	(i) May be located on the rear
21	color. Non-natural colors are	49	of the assessable unit;
22	prohibited.	50	(ii) May extend across the rear
23	(b) Fences shall:	51	of the assessable unit except
24	(i) Use the vertical slats or	52	for a six inch (6") offset on each
25	board on board design with	53	side;
26	posts;	54	(iii) May not exceed ten feet
27	(ii) Not exceed six feet (6') from	55	(10') from the most flush part
28	the ground;	56	of the assessable unit; and
		57	(iv) May include a framed
		58	lattice privacy screen that does
		59	not exceed the deck.
		60	(b) Stairs to the elevated decks may be
		61	either:

⁸¹ Enacted May 17, 2012.

1	(i) Stairs and risers; or	32	house, a height not to exceed
2	(ii) Spiral.	33	the stoop.
3	(c) Awnings, screens, or other shade	34	(iii) Be constructed of the same
4	devices shall not be attached to the	35	material as the fence;
5	assessable unit or deck.	36	(iv) Be the same color as or
6	(d) Elevated decks, stairs, and privacy	37	match the color of the fence;
7	screens shall be constructed of material	38	and
8	pursuant to s. 700.10 (1)(a)(i).	39	(v) Not be constructed of metal.
9	(e) Ground decks:	40	(4) SHUTTERS. Shutters are prohibited on the
10	(i) May be located on the rear	41	rear windows or doors of the townhouse.
11	of the assessable unit;	42	(5) REAR DOORS.
12	(ii) May be constructed of the	43	(a) Rear doors shall be:
13	materials under s. 700.10	44	(i) Patio sliding doors; or
14	(1)(a)(i) or poured concrete,	45	(ii) French doors.
15	brick, stone, or paving tiles.	46	(b) A rear window converted may be
16	(iii) Shall be designed to prevent	47	converted to a full-glass door.
17	animal infestation.		
18	(3) SHEDS AND STORAGE UNITS.	48	(6) HEATING, VENTILATION, AIR CONDITIONING
19	(a) <i>Location</i> . Shed and storage units	49	EQUIPMENT.
20	may be located:	50	(a) Window or wall mounted heating,
21	(i) Within a fence;	51	ventilation, or air conditioning equipment
22	(ii) At the rear of an assessable	52	is prohibited.
23	unit adjacent to woods; or	53	(b) Heating, ventilation, or air conditioning
24	(iii) In the front or side of the	54	equipment shall be located in the rear of
25	assessable unit.	55	the assessable unit in an inconspicuous
26	(b) <i>Design</i> . Sheds and storage units	56	place.
27	shall:	57	(7) COMMUNICATION EQUIPMENT.
28	(i) Be a closed structure;	58	(a) <i>Defined</i> . Communication equipment
29	(ii) Be no higher than the fence;	59	means equipment used to receive
30	except that if located at the	60	information by whatever means and
31	side or in the front of the	61	includes but is not limited to satellite
		62	dishes, cable boxes, or other items
		63	defined by the US code.

1	(b) <i>Location</i> . Communication	32	(b) High wattage is permitted if the rear
2	equipment and any exterior wiring shall	33	of the assessable unit is adjacent to a
3	be located on the rear of the assessable	34	wooded common area;
4	unit in an inconspicuous place.		
		35	(c) May be activated by a motion sensor
5	(b) <i>Satellite dishes</i> . Satellite dishes shall	36	if the sensor does not create a
6	not exceed thirty-nine inches (39") in	37	nuisance.
7	diameter.		
		38	(11) POOLS, HOT TUBS, SAUNAS.
8	(c) <i>Compliance with law</i> . This		
9	subsection shall not be construed to	39	(a) <i>Pools</i> .
10	conflict with applicable law.		
		40	(i) In-ground pools are
11	(d) <i>Notice requested</i> . Members are	41	prohibited.
12	requested to notify the association		
13	prior to installing communications	42	(ii) Small seasonal wading pools
14	equipment.	43	are permitted on the ground
		44	level of an assessable unit
15	(8) CLOTHES LINE. Drying clothes, including	45	provided they are not visible at
16	erecting a clothesline and related apparatus:	46	ground level.
17	(a) Shall only be permitted on the rear	47	(b) <i>Hot tubs and saunas</i> . Exterior hot
18	exterior of the assessable unit at	48	tubs and saunas:
19	ground level;		
		49	(i) Shall be located on the rear
20	(b) Shall not be visible at ground level	50	of an assessable unit on the
21	outside the assessable unit; and	51	ground level.
22	(c) Is prohibited on an elevated deck.	52	(ii) Shall not be visible outside
		53	the assessable unit.
23	(9) FIREWOOD. Exterior storage of firewood:		
		54	(iii) Shall be housed in
24	(a) Shall only be permitted on the rear	55	construction consistent with a
25	of the exterior of the assessable unit at	56	ground level deck, siding, or
26	ground level; and	57	patio.
27	(b) Shall not be visible at ground level	58	(12) STORAGE. The following shall be stored in
28	outside the assessable unit.	59	the rear of an assessable unit on ground level as
		60	inconspicuously as possible:
29	(10) EXTERIOR REAR LIGHTING. Exterior rear		
30	lighting:	61	(a) Trash and recycling containers;
31	(a) Shall be low wattage;	62	(b) Yard equipment;
		63	(c) Grills, except that grills may also be
		64	stored on an elevated deck; and

1	(d) Ladders, storm windows, and other	31	assessable unit is offered for
2	items for interior maintenance;	32	sale or rent. Signage shall be
3	700.11 Other issues. ⁸²	33	removed prior to closing or
4	(1) PERMANENT AND SEMI-PERMANENT ITEMS.	34	when a rental contract is
5	Permanent and semi-permanent items:	35	executed.
6	(a) Includes but is not limited to: swing-	36	(ii) <i>Security sign</i> . A single
7	sets, playhouses, trampolines, or	37	security sign not exceeding
8	sandboxes; and	38	seven inches (7") in height on
9	(b) Require approval by the committee.	39	each side of an assessable unit.
10	(2) PORTABLE EQUIPMENT. Portable	40	(ii) <i>Election sign</i> . An election
11	equipment:	41	sign displayed within ninety
12	(a) Includes but is not limited to: bikes,	42	(90) days of an election and
13	play equipment, sporting goods, tools,	43	removed by the weekend
14	and other equipment; and	44	following an election.
15	(b) Shall not be stored in the front of an	45	(c) Unless otherwise permitted by this
16	assessable unit; and	46	subsection, all other signage requires
17	(c) Shall not be visible in the front of an	47	the approval of the committee.
18	assessable unit unless in actual use.	48	(d) This subsection shall not construed
19	(3) SECURITY BARS. Security bars shall not be	49	in a way inconsistent with applicable
20	visible on the exterior of an assessable unit.	50	law.
21	However, a single security bar on a sliding glass	51	(5) DECORATIVE ITEMS.
22	door shall be permitted.	52	(a) Decorative items include, but is not
23	(4) SIGNAGE.	53	limited to: bird houses, bird baths,
24	(a) All signage shall not be attached to	54	driftwood, weathervanes, sculptures,
25	any structure.	55	fountains, poles, or house numbers.
26	(b) The following signage shall not	56	(b) Exterior items not a part of the
27	require committee approval:	57	original construction require committee
28	(i) <i>Real estate sign</i> . A single real	58	approval.
29	estate sign displayed on an	59	(6) SEASONAL DECORATIONS.
30	assessable unit when that	60	(a) Seasonal decorations include but are
		61	not limited to: lights, figurines, or
		62	garland, but shall not include door
		63	wreaths.
		64	(b) Generally, seasonal decorations may
		65	be installed no more than three weeks

⁸² Enacted May 17, 2012; subsection (7) created September 21, 2012.

1 prior to the corresponding holiday and
2 shall be removed no more than one
3 week after the corresponding holiday.
4 However, seasonal decorations relating
5 to holidays occurring between
6 December 15 and January 2 may be
7 installed after Thanksgiving Day, but
8 shall be removed no later than January
9 31.

10 (c) Seasonal decorations shall otherwise
11 comply with this chapter.

12 (d) A member installing seasonal
13 decorations shall remediate any
14 damage caused by such seasonal
15 decorations.

16 (7) US FLAG DISPLAY. Pursuant to s. 55-513.1,
17 Code of Virginia a member may display the US
18 flag on an assessable unit. A US flag:

19 (a) Shall be displayed in compliance
20 with Title 4, Chapter 1 (US Code);

21 (b) Shall not exceed three (3') feet by six
22 (6') feet; and

23 (c) necessary supporting structures shall
24 be attached to the townhome.

25

26 **700.12 Vegetation.**

27 (1) TURF.

28 (a) All portions of an assessable unit
29 not improved by an impervious surface
30 or a structure shall be covered with turf
31 or another vegetation approved by the
32 committee.

33 (b) Turf shall be kept neat, with
34 borders trim, and shall not exceed six
35 inches (6") in height.

36 (c) Weeds in turf shall not exceed
37 twenty-five percent (25%) of turf in any
38 given unit of turf.

39 (d) Turf shall be free of waste or other
40 debris.

41 (2) NON-TURF VEGETATION.

42 (a) Non-turf vegetation includes all
43 vegetation that is not turf.

44 (b) Non-turf vegetation shall

45 (i) Be neatly trimmed and
46 maintained; and

47 (ii) Be contained on the
48 assessable unit; and

49 (iii) Not create access to any
50 roof.

51 (3) SLOPED AREAS. Trees in excess of a four
52 inches (4") diameter are prohibited on areas of
53 an assessable unit with a slope exceeding
54 twenty percent (20%).

55

1 **Chapter 725**

2 **Operations**

3 **725.01 Committee on operations.**⁸³

4 (1) CREATION, MEMBERS, OFFICERS. There is
5 created a committee on operations appointed
6 by the board for a term of one year. The first
7 appointment of the committee shall serve as
8 chair, the second appointment shall serve as
9 vice chair, the third appointment as clerk, and
10 such other appointments as the board
11 determines.

12 (2) MEETING; QUORUM. The committee shall
13 meet when established by the committee or at
14 the call of the chair or the president. At least
15 two members shall constitute a quorum. The
16 regular meeting time of the committee shall be
17 the Monday preceding the board meeting at 6
18 PM.

19 (3) PURPOSE. The committee shall have
20 jurisdiction over:

- 21 (A) Utilities;
- 22 (B) Landscaping;
- 23 (C) Common areas including
24 improvements, maintenance, irrigation,
25 parks, dog park, tennis courts,
26 basketball courts, volleyball court, and
27 sidewalks;
- 28 (D) Trash and recycling;
- 29 (E) Snow removal;
- 30 (F) Social events and activities; and
- 31 (G) Community plan.

32 (4) ARCHITECTURAL REVIEW COMMITTEE.
33 Notwithstanding s. 700.04, when organized, the
34 committee shall be concurrently be appointed
35 the architectural review committee ex officio.

36 (5) JURISDICTION OVER OTHER CHAPTERS. The
37 committee shall have jurisdiction over and
38 make reports relating to actions under chs. 700
39 (architectural), 750 (common area), and 800
40 (enforcement).

41 **725.02 Community plan.**⁸⁴

42 (1) PLAN. The committee shall annually
43 recommend a community plan to the board for
44 consideration. The community plan shall:

- 45 (A) Be in harmony with the board
46 approved reserve study;
- 47 (B) Contain estimated expenses;
- 48 (C) Recommend improvements to the
49 common areas;
- 50 (D) Be comprehensive in nature; and
- 51 (4) Provide rational of why
52 recommendations were included or
53 excluded to the extent practical.

54 (2) HEARINGS. In developing the plan, the
55 committee or the board shall hold at least one
56 hearing and shall provide drafts and updates to
57 the community and other opportunities for
58 input from members prior to final adoption.

59 **725.03 Vendor supervision; payment.**⁸⁵

60 (1) SUPERVISION. The committee shall have
61 supervision over a vendor performing services
62 within the jurisdiction of the committee. The

⁸³ Enacted May 16, 2013.

⁸⁴ Enacted May 16, 2013.

⁸⁵ Enacted May 16, 2013.

- 1 committee may withhold payment in order to
- 2 enforce contract compliance.

1 **Chapter 737**

2 **Vendor**

3 **737.01. General addendum.**⁸⁶ Every contract
4 shall incorporate or include an addendum that
5 includes provisions stating that the vendor:

6 (a) Shall comply with the governing documents;

7 (b) Is in the regular business of providing the
8 service describe;

9 (c) Provides service or goods as an independent
10 contractor;

11 (d) Has the necessary equipment, staff,
12 resources, insurance, and bonds, to provide
13 such service or goods;

14 (e) Shall use due care, skill, expertise, initiative,
15 and diligence in performance of its obligations
16 under the contract;

17 (f) Shall be fully liable for any liabilities,
18 damages, causes of actions, suits, judgments,
19 claims or obligations, consequential, or
20 incidental damages, or costs arising out of or
21 related to any incidents as a result of vendor
22 action;

23 (g) Agrees to be liable to a member for an
24 incident damaging the member;

25 (h) Will keep the proof of compliance submitted
26 under s. 737.02 in force and effective or
27 immediately replace expired proof of coverage
28 without a break in coverage;

29 (i) Agrees to remedy any incident within thirty
30 (30) calendar days of the incident;

31 (j) Agrees to be subject to s. 725.03 for failure
32 to comply with this ch. 737.

33 **737.02. Proof of compliance.**⁸⁷ To the extent
34 applicable, every contract shall include proof of
35 compliance as an exhibit to the contract.

36 **737.03 Agent contract report.**⁸⁸ The agent shall
37 submit a report stating if contract submitted for
38 committee or board consideration meets the
39 requirements of this ch. 737.

40 **737.04 Incident notice; remedy.**⁸⁹

41 (1) NOTICE REQUIRED. Within twenty-four (24)
42 hours of an incident, the vendor shall submit
43 written notice to the agent that includes:

44 (a) Date, time, and location of the
45 incident;

46 (b) A description of the incident;

47 (c) How the vendor will remedy the
48 incident;

49 (d) By what date the incident will be
50 remedied.

51 (2) NOTICE TRANSMITTAL. If an incident is
52 submitted to the agent, by a person other than
53 the contractor, the agent shall submit written
54 notice of the incident to the vendor and the
55 board within twenty-four (24) hours.

56 (3) AGENT ACTIONS. On receiving notice of an
57 incident, the agent shall:

58 (a) Review the incident notice;

⁸⁶ Adopted October 2010.

⁸⁷ Adopted October 2010.

⁸⁸ Adopted October 2010.

⁸⁹ Adopted October 2010.

1 (b) On the request of any officer or
2 committee, visit the site of the incident;
3 and

4 (c) Enter the incident on the action
5 tracking system of the agent;

6 (d) Make a final report once the
7 incident is remedied or finally disposed.

8 **737.05 Board may waive.**⁹⁰ The board may
9 waive a provision of this ch. 737 if applying a
10 provision of this ch. 737 is inexpedient.

⁹⁰ Adopted October 2010.

1 **Chapter 750**
2 **Common Area**
3 **750.01 Definitions**⁹¹
4 “Animal” has the meaning under s. 3.2-4800,
5 Code of VA⁹².
6 “Cat” means a Felis catus.
7 “Curb” means to remove and dispose of pet
8 feces pursuant to law.
9 “Dog” means a Canis lupus familiaris.
10 “Fireworks” has the meaning under s. 27-95,
11 Code of VA⁹³.
12 “Permissible fireworks” has the meaning under
13 s. 27-95⁹⁴, Code of VA.
14 “Pet” means a cat, dog, or service animal.
15 “Pet owner” has the meaning of “owner” under
16 s. 41.1-1-1⁹⁵, Fairfax County Code.

⁹¹ Adopted November 15, 2012; amended June 19, 2014 (by order).

⁹² S. 3.2-4800, Code of VA: "Animal" means any animate being, which is not human, endowed with the power of voluntary action.

⁹³ s. 27-95, Code of VA: "Fireworks" means any firecracker, torpedo, skyrocket, or other substance or object, of whatever form or construction, that contains any explosive or inflammable compound or substance, and is intended, or commonly known as fireworks, and which explodes, rises into the air or travels laterally, or fires projectiles into the air.

⁹⁴ s. 27-95, Code of VA: "Permissible fireworks" means any sparklers, fountains, Pharaoh's serpents, caps for pistols, or pinwheels commonly known as whirligigs or spinning jennies.

⁹⁵ s. 41.1-1-1, Fairfax County Code: "Owner" means any person, firm, partnership, corporation, association, or other legal entity, who has a right of property in an animal, keeps or harbors an animal, has an animal in his, her or its care, or acts as a

17 “Service animal” has the meaning under s. 41.1-
18 1-1⁹⁶, Fairfax County Code.

19 “Wild or exotic animal” has the meaning under
20 s. 41.1-1-1⁹⁷, Fairfax County Code.

custodian of an animal, including operators or managers of stables, kennels, pet shops, or other animal establishments.

⁹⁶ s. 41.1-1-1⁹⁶, Fairfax County Code: “Service animal” means any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the handler's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

⁹⁷ s. 41.1-1-1, Fairfax County Code: “Wild or exotic animal” means any live monkey (non-human primate), raccoon, skunk, wolf, squirrel, fox, leopard, panther, tiger, lion, lynx or any other warm-blooded animal, poisonous snake or tarantula that can normally be found in the wild state or any other member of a crocodylian, including but not limited to alligators, crocodiles, caimans, and gavials. Ferrets, non-poisonous snakes, rabbits, and laboratory rats that have been bred in captivity and that have never known the wild are excluded from this definition.

1 "Yard sale" shall have the definition as
2 interpreted under ch. 112, county code.

3

4 **750.02 Common area use and access.**⁹⁸

5 (1) USE. The common area is for the exclusive
6 access and use of:

7 (a) Members and residents; and

8 (b) Guests of a member.

9 (2) ACCESS. The following persons are
10 authorized to enter the common area in
11 performance of their duties:

12 (a) Law enforcement; or

13 (b) Vendors authorized by the agent,
14 director, or officer.

15

16 **750.03 Animals.**⁹⁹

17 (1) AUTHORIZED ANIMALS. Only the following
18 persons are authorized to bring a pet onto the
19 common area:

20 (a) A member or a resident who is an
21 owner of a pet may bring that pet onto
22 the common area; or

23 (b) A vendor providing services relating
24 to a pet whose owner is a member or
25 resident.

26 (2) DUTIES. Owners shall:

27 (a) At all times, keep their pet under
28 their supervision and control;

29 (b) Curb their pet;

30 (c) Keep their pet from entering the
31 tennis or basketball court;

32 (d) Keep their pet from defecating on
33 an assessable unit where the owner is
34 not an owner or resident of that
35 assessable unit; and

36 (d) Comply with all the law.

37 (3) PROHIBITED ANIMALS. The following
38 animals are prohibited on the properties:

39 (a) Horse, pony, cow, hog, sheep, goat,
40 or other domestic animal that is not a
41 pet;

42 (b) Wild or exotic animals;

43 (c) A pet or other animal, kept, bred, or
44 maintained for a commercial purpose.

45

46 **750.04 Tennis and court.**¹⁰⁰

47 (1) The tennis and basketball court shall only be
48 used to play tennis or basketball respectively
49 using appropriate equipment.

50 (2) The tennis and basketball courts shall not be
51 used during the nighttime.

52

53 **750.05 Dog park.**

54 [INSERT POSTED RULES]

55

56 **750.06 Prohibited acts.**¹⁰¹ No person shall:

⁹⁸ Adopted November 15, 2012.

⁹⁹ Adopted November 15, 2012.

¹⁰⁰ Adopted November 15, 2012.

1 (1) Use fireworks or permissible fireworks;
2 (2) Operate a bicycle, motorized vehicle, or
3 other vehicle on the turf of the common area.
4 This subsection (2) shall not apply to an
5 assistive device authorized pursuant to law; or
6 (3) Act contrary to law.

7

8 **750.07 Trespass.**¹⁰²

9 Any person on the common area:

10 (a) Who is not authorized to be on the
11 common area; or

12 (b) Who has been directed to leave the
13 common area and remains;

14 Shall be deemed to be trespassing on the
15 common area.

16

17 **750.08. Enforcement.**¹⁰³

18 (1) GENERAL POLICY.

19 (a) The association is neither a
20 government nor law enforcement.

21 (b) Suspected violations of the law shall
22 be reported to the appropriate law
23 enforcement or government agency.

24 (2) DIRECT COMPLIANCE; EJECTION. In addition
25 to ch. 800 or other enforcement action, the
26 agent, director, or officer may direct any person
27 on the common area to:

28 (a) Identify themselves and produce
29 evidence they are authorized to be on
30 the common area;

31 (b) Comply with this chapter;

32 (c) Leave the common area for not
33 complying with this chapter;

34 (c) Request law enforcement assistance
35 to remove a person not complying with
36 this chapter.

37

38 **750.09. Yard Sales**¹⁰⁴

39 (1) No person shall conduct a yard sale on
40 either an assessable unit, the common area, or
41 the properties except as permitted by a
42 resolution adopted by the board.

43 (2) A person conducting a yard sale on the
44 common area or properties without the
45 permission of the board shall be deemed to be
46 trespassing and shall be subject to s. 750.07.

47 (3) The board may by resolution designate not
48 more than two (2) days per year as permitted
49 under s. 112-10-102(9), county code.

50

51 **750.10 Closing or Restricting Access to the**
52 **Common Area.**¹⁰⁵

53 (1) The president or the board by resolution
54 may close or restrict access to any part of the
55 common area unless prohibited by law.

¹⁰¹ Adopted November 15, 2012.

¹⁰² Adopted November 15, 2012.

¹⁰³ Adopted November 15, 2012.

¹⁰⁴ Adopted June 19, 2014; amended by order June 19, 2014: defined term was moved to first section of this chapter.

¹⁰⁵ Adopted June 19, 2014.

1 (2) When the common area is closed or
2 restricted, notice may be given as follows:

3 (a) Posting in the area;

4 (b) Traffic cones or other items being
5 erected in the area; or

6 (c) Notice by electronic means.

7 (3) ENFORCEMENT.

8 (1) *Person*. A person acting contrary to this
9 section 750.10 shall be subject to ss. 750.07 and
10 750.08, ch. 800.

11 (2) *Vehicle*. A vehicle or other item acting
12 contrary to this section shall be deemed acting
13 contrary to s. 850.02 (4) and shall be subject to
14 ch. 800 and s. 850.07.

1 **Chapter 800**

2 **Enforcement**

3 **800.01 Citations**¹⁰⁶

4 On behalf of the Association, the Board of
5 Directors or its Management Agent may issue a
6 citation to any owner whose behavior or use of
7 property does not conform to the Association's
8 Governing Documents.

9 **800.02 Notice**¹⁰⁷

10 When appropriate, the Board shall send a first
11 notice of citation in writing and deliver it
12 personally or via regular first class mail, to the
13 member at his/her address listed in the
14 Association's records, and to the property
15 address, if the member's listed address is
16 different from the property address and the
17 issue being cited pertains to a tenant or other
18 non-owner resident of the property. The first
19 notice of citation shall generally advise the
20 member of the nature of the offense, cite the
21 specific provision within the Association's
22 regulations which has allegedly been violated,
23 specify the remedy required, and state the
24 number of days within which the member must
25 complete corrective action.

26 **800.03 Remedy**¹⁰⁸

27 If the member does not remedy the violation
28 within the number of days noted in the first
29 notice of citation, the Board of Directors or its
30 Management Agent reserves the power to issue
31 a final notice of citation, which shall follow the
32 basic form of the first notice of citation and
33 include any additional information deemed

34 important by the Board of Directors concerning
35 the offense.

36 **800.04 Urgent nature**¹⁰⁹

37 For any offense of an urgent nature, as deemed
38 so by the Board of Directors, or that poses a risk
39 to the health and safety of the community,
40 including but not limited to unleashed animals,
41 failure to properly dispose of animal waste,
42 destruction of common property, etc., the
43 Association may proceed directly to a final
44 notice of citation, which includes the
45 information noted below.

46 **800.05 Final notice**¹¹⁰

47 The final notice of citation shall advise the
48 member of the Board's power to impose
49 monetary charges and to suspend privileges for
50 offenses of the Association's regulations and
51 shall inform the member of his/her right to
52 request a hearing before the Board of Directors
53 to contest the violation. The final notice of
54 citation shall request that the member confirm
55 in writing by a certain date his/her desire for a
56 hearing to contest the citation.

57 **800.06 Delivery; recording**¹¹¹

58 The Board shall deliver the final notice of
59 citation by registered or certified mail, return
60 receipt requested, and via first class mail,
61 postage pre-paid, to the member at his/her
62 address listed in the Association's records, and
63 to the property address, if the member's listed
64 address is different from the property address.
65 Notification will be deemed effective if any
66 member fails or refuses to sign for any certified
67 mailing from the Association.

¹⁰⁶ Enacted March 15, 2012.

¹⁰⁷ Enacted March 15, 2012.

¹⁰⁸ Enacted March 15, 2012.

¹⁰⁹ Enacted March 15, 2012.

¹¹⁰ Enacted March 15, 2012.

¹¹¹ Enacted March 15, 2012.

1 **800.07 No action; hearing not requested**¹¹²
2 If the member does not permanently remedy
3 the offense within the number of days
4 requested in the final notice of citation, and the
5 member has not requested a hearing in writing
6 in accordance with the terms stipulated in the
7 final notice of citation, the member shall be
8 deemed to have waived the right to a hearing
9 and the Board of Directors shall have the power
10 to impose monetary charges and/or suspend
11 privileges pursuant to the authority granted in
12 Section 55-513 of the Virginia Code and the
13 Association's Governing Documents. The Board
14 of Directors shall not be required to conduct a
15 hearing unless the member formally requests a
16 hearing in writing by or before the deadline set
17 forth in the final notice of citation.

18 **800.08 Hearing**¹¹³
19 When a hearing is requested by the member in
20 writing by or before the deadline, the Board of
21 Directors shall set the time, date and place of
22 the hearing solely at its discretion. Written
23 notice of the time, date and place of the
24 hearing shall be mailed to the member by
25 registered or certified mail, return receipt
26 requested, and via first class mail, postage pre-
27 paid, to the member at least fourteen (14)
28 calendar days in advance of the hearing date. At
29 the hearing, the Board of Directors shall provide
30 the member with a reasonable amount of time
31 to present any and all defenses to the citation.
32 The member may have counsel present at the
33 hearing.

34 **800.09 Board consideration**¹¹⁴

35 Following the hearing, the Board of Directors
36 shall meet in executive session to discuss
37 whether satisfactory proof of the alleged
38 violation was presented, and if so, whether
39 monetary charges should be imposed and/or
40 privileges should be suspended. The Board shall
41 then exit executive session to hold a vote in
42 open session on whether satisfactory proof of
43 the alleged violation was presented, and if so,
44 whether monetary charges should be imposed
45 and/or privileges should be suspended.

46 **800.10 Board action**¹¹⁵
47 When the Board's judgment is unfavorable to
48 the member, the Board may impose monetary
49 charges as an assessment against the member's
50 lot, suspend the member's privileges, or both.
51 Monetary charges may not exceed \$50.00 for a
52 single offense or \$10.00 per day for a maximum
53 of 90 days for any offense of a continuing
54 nature, although the Board reserves the power
55 to increase these maximum sanctions if the
56 General Assembly enacts legislation in the
57 future that permits the Board to do so. An
58 offense of a continuing nature is defined as a
59 violation of the Association's Governing
60 Documents which, by its nature, remains a
61 violation continuously for more than 24 hours
62 unless corrected by the member. The Board
63 shall treat monetary charges as an assessment
64 against the member's lot.

65 **800.11 Notice of board action**¹¹⁶
66 The Board of Directors shall deliver notice of its
67 decision to the member by registered or
68 certified mail, return receipt requested, and via
69 first class mail, postage pre-paid, at their

¹¹² Enacted March 15, 2012.
¹¹³ Enacted March 15, 2012.
¹¹⁴ Enacted March 15, 2012.

¹¹⁵ Enacted March 15, 2012.
¹¹⁶ Enacted March 15, 2012.

1 address of record with the Association within
2 seven (7) days of the date of the hearing.

3 **800.12 Request for inspection**¹¹⁷

4 The member shall be solely responsible for
5 communicating to the Board through the
6 management agent a request for an inspection
7 to determine that the violation has been
8 permanently remedied to terminate
9 accumulation of daily assessed charges. Charges
10 will be suspended from the date the Association
11 is notified that the violation has been remedied.
12 Should the inspector determine that the
13 violation remains, the charges will be reinstated
14 retroactively to the date of the notification.

15

16 **800.13 Members responsible for resident's**
17 **actions**¹¹⁸

18 The Board of Directors holds members legally
19 responsible for ensuring that the members of
20 their household, and their tenants, guests, or
21 invitees comply with the Association's
22 Governing Documents.

23 **800.14 Applied**¹¹⁹

24 The procedures outlined in this Resolution may
25 be applied to all violations of the Association's
26 Governing Documents, but do not preclude the
27 Association from exercising other enforcement
28 procedures and remedies authorized by the
29 Association's legal documents, including, but
30 not limited to, the initiation of suit or self-help
31 remedies. The Board of Directors reserves the
32 power to assign all of its powers and
33 responsibilities herein to a standing or special

34 committee of its choice or to its manager or
35 managing agent.

36 **800.15 Appeal to board**¹²⁰

37 If enforcement action is taken against a
38 member under the terms of this policy and the
39 enforcement action is initiated by a standing or
40 special committee, the final decision of the
41 standing or special committee may be appealed
42 to the Board of Directors provided that the
43 request for an appeal is submitted in writing
44 within ten (10) days of the date of the final
45 written decision issued by the standing or
46 special committee. All such requests for an
47 appeal shall be submitted directly to the Board
48 or to the Managing Agent. The Board of
49 Directors may reconsider, review, modify or
50 reverse any action taken by the standing or
51 special committee.

52

53 **800.16 Courtesy Reminders.**¹²¹

54 (1) FORM AUTHORIZED. The chair of the
55 committee on operations with the concurrence
56 of the president, may prescribe a form calling a
57 resident's attention to noncompliance with the
58 governing documents. Such a form shall
59 include:

60 (a) The date noncompliance was
61 observed;

62 (b) The address of where
63 noncompliance was observed;

64 (c) Specific nature of noncompliance;

¹¹⁷ Enacted March 15, 2012.

¹¹⁸ Enacted March 15, 2012.

¹¹⁹ Enacted March 15, 2012.

¹²⁰ Enacted March 15, 2012.

¹²¹ Enacted July 17, 2014.

- 1 (d) How the member or resident may
2 come into compliance;
- 3 (e) The date by which compliance is
4 requested; and
- 5 (f) The contact information of the agent
6 or other person designated by the
7 board.

8 (2) ISSUER; HOW DELIVERED. A courtesy
9 reminder may be issued by a director, officer,
10 agent, or other person designated by the
11 committee. The courtesy reminder may be
12 delivered in-person, left at an assessable unit,
13 or any other method permitted any notice
14 under the governing documents.

15 (3) RECORDS; FURTHER INSPECTION. The issuer
16 shall notify the agent when a courtesy reminder
17 including the items included under subsection
18 (1) has been issued. The agent shall record
19 each courtesy reminder and shall inspect the
20 assessable unit for compliance after the day
21 compliance was requested. If the member or
22 assessable unit remains in noncompliance, the
23 agent shall issue a hearing notice pursuant to
24 this ch. 800.

25 (4) ANNUAL INSPECTION ALTERNATIVE.
26 Committee on operations may authorize a
27 periodic inspection of the assessable units and
28 issue courtesy reminders in lieu of a traditional
29 annual compliance inspection.

30 (5) NOT OFFICIAL NOTICE. A courtesy reminder
31 is not a substitute for an official communication
32 pursuant to the governing documents.

1 **Chapter 850**

2 **Parking**

3 **850.01 Definitions.**¹²²

4 (1) "Commercial vehicle" means any vehicle:

5 (a) Marked for hire or other markings

6 that it is a commercial vehicle;

7 (b) Visible equipment or tools of a

8 commercial nature.

9 (2) "Parking stalls" means designated on the

10 common areas for parking of a single vehicle.

11 (3) "Temporary portable storage containers"

12 shall have the same meaning as that term is

13 understood under s. 112-10, county code.

14

15 **850.02 No assignment; use and compliance.**¹²³

16 (1) NO ASSIGNMENT. Parking stalls may be

17 used by any person entitled to their use. No

18 parking stall shall be assigned nor reserved for

19 any person or assessable unit.

20 (2) USE OF PARKING STALLS. Only the following

21 persons may park a permitted vehicle in a

22 parking stall:

23 (a) Resident;

24 (b) Guest of a resident;

25 (c) A vendor in actual performance of a

26 service at an assessable unit from 7 AM

27 to 7 PM;

28 (d) A person performing services for the

29 association or otherwise authorized by

30 a director; or

31 (e) Law enforcement.

32 (3) VEHICLES PERMITTED. Unless otherwise

33 provided for, only the following vehicles are

34 permitted to use a parking stall:

35 (a) Personal and non-commercial

36 vehicles of a resident or guest;

37 (b) Vehicle of a person under paragraph

38 (2)(c) from; or

39 (c) Vehicle of a person under paragraph

40 (2)(e).

41 (4) CURRENT REGISTRATION; WORKING ORDER.

42 All vehicles shall:

43 (a) Display current registration, tags,

44 and decals required by law; and

45 (b) Be operable and in working order.

46 (5) COMPLAINT. All persons and vehicles shall:

47 (a) Comply with applicable law;

48 (b) Comply with all signage and

49 directions of a director or the agent.

50

51 **850.03 Prohibited acts.**¹²⁴ No person shall:

52 (1) CLAIM ASSIGNMENT. Claim assignment or

53 reservation of a parking stall;

54 (2) NO LONG-TERM PARKING. Park a vehicle

55 more than 30 days in a parking stall;

¹²² Enacted October 18, 2012; amended July 17, 2014.

¹²³ Enacted October 18, 2012.

¹²⁴ Enacted October 18, 2012; amended July 17, 2014.

1 (3) ONESTALL. Park a vehicle in more than one
2 parking stall;

3 (4) NOTTO ALTER. Alter or mark a parking stall;

4 (5) SPEED LIMIT. Operate a vehicle in excess of
5 fifteen (15) miles per hour.

6 (6) NO MAINTENANCE. Perform vehicle
7 maintenance in a parking stall which includes,
8 vehicle washing, changing oil, tire rotation, and
9 other maintenance.

10 (7) NO STORAGE CONTAINER. Place a
11 temporary portable storage container on any
12 assessable unit or common area without a
13 permit from the association.

14

15 **850.04 Disabled parking.**¹²⁵

16 (1) PETITION; HOW MADE. A member may
17 petition the board to designate or un-designate
18 a parking stall reserved for the use of those
19 persons with disabilities as described in s. [36-](#)
20 [99.11](#), Code of Virginia. Such a petition shall be
21 made on a form prescribed by the association
22 and shall include:

23 (a) Name of the petitioner;

24 (b) A description of the parking stall;

25 (c) The reason the parking stall should
26 be designated or un-designated;

27 (d) A statement that acknowledges that
28 reserving such a parking stall is limited
29 to three (3) years, but may be renewed;
30 and

31 (e) Such a parking stall may be used by
32 any person authorized by law.

33 (2) AGENT REPORT. Within one (1) months of
34 submitting a petition, the agent shall review the
35 petition and report to the board:

36 (a) The impact the petition will have on
37 parking in the vicinity; and

38 (b) A recommended action.

39 (3) BOARD ACTION. Within two (2) months of
40 receiving the report of the agent the board shall
41 hold a hearing and act on the petition. A
42 hearing and act may be held during a board
43 meeting. The agent shall inform the petitioner
44 of the board's action in writing.

45 (4) IDENTIFICATION. If the board designates a
46 parking stall, the parking stall will be identified
47 pursuant to s. [36-99.11](#), Code of VA for three (3)
48 years.

49 (5) TRANSITION. All such designated parking
50 stalls of June 1, 2012 shall cease to be reserved
51 as of December 31, 2014 unless a petition is
52 made under this section.

53

54 **850.05 Application; authority.** This chapter is
55 enacted pursuant to the bylaws and
56 declaration. Every person subject to the
57 governing documents has a duty to comply with
58 this chapter.

59

60 **850.06 Variance.**¹²⁶

¹²⁵ Enacted May 17, 2012.

¹²⁶ Enacted October 18, 2012.

1 (1) WHO MAY PETITION. A member or resident
2 may petition the board for a limited variance
3 from this chapter for special circumstances.

4 (2) HOW MADE. A petition shall be made
5 pursuant to ch. 700.

6

7 **850.07 Enforcement.**¹²⁷

8 (1) WHO MAY ENFORCE. The agent, director, or
9 officer may enforce this chapter.

10 (2) SUSPECTED VIOLATION. Any person may
11 inform the agent, director, or officer of a
12 suspected violation of this chapter.

13 (3) HOW ENFORCED. In addition to ch. 800, a
14 person or vehicle subject to this chapter that
15 acts contrary to this chapter may be towed
16 without further notice. The person acting
17 contrary to this chapter shall be responsible for
18 the cost of enforcement.

19

20 **850.08 Transition.**¹²⁸

21 (1) EFFECTIVE DATE. Sections 850.01 to 850.03
22 and ss. 850.05 to 850.06 shall become effective
23 on publication¹²⁹.

24 (2) REPEALER. Section 850.99 is repealed when
25 the sections created under subsection (1)
26 become effective.

27

28 **850.09 Temporary portable storage
29 containers.**¹³⁰

30 (1) APPLICATION. A member may submit an
31 application to the architectural review
32 committee to place a temporary portable
33 storage container in a single parking stall closest
34 to the member's assessable unit. Such
35 application shall be on a form prescribed by the
36 association and shall include:

37 (a) Name of the applicant and contact
38 information;

39 (b) If applicable, the name and contact
40 information of the tenant or other
41 responsible person relating to the
42 temporary portable storage container;

43 (c) The date the temporary portable
44 storage container will be delivered and
45 when it will be removed.

46 (d) A copy of this section and s. 112-10,
47 county code.

48 (e) A statement by the applicant that
49 failure to comply with this section shall
50 result in the removal of the temporary
51 portable storage container without
52 further notice and the applicant accepts
53 responsibility for any related damages.

54 (2) APPLICATION REVIEW. The committee will
55 acknowledge receipt of application and may
56 grant, deny, or take no action on an application.
57 In granting a petition, the committee may place
58 whatever limits it deems expedient. The
59 committee may delegate responsibilities to the
60 agent, an officer, or director. Any action may
61 be appealed to the board en banc. Any action
62 shall be done in writing and shall be transmitted
63 to the applicant.

¹²⁷ Enacted October 18, 2012.

¹²⁸ Enacted October 18, 2012.

¹²⁹ This chapter was published on January 28, 2013.

¹³⁰ Enacted July 17, 2014.

1 **Chapter 900**
2 **Collections**
3 **900.01 Definitions**¹³¹
4 As used in this chapter, unless context
5 otherwise requires:
6 (1) "Address of Record" means the mailing
7 address or electronic destination designated by
8 a member for receipt of official
9 communications.
10 (1) "Covenant Charges" are monetary amounts
11 assessed against a member for violations of the
12 governing documents.
13 (2) "Current Member" means a member
14 without an outstanding financial obligation due
15 to the association.
16 (3) "Official Communications" means
17 communications from the association that
18 relate to: finances, governance, due process,
19 covenants, and other communications required
20 by law or the governing documents; it does not
21 include informal communications.
22 (3) "Noncurrent Member" means a member
23 with an outstanding financial obligation greater
24 than one-hundred dollars (\$100.00) that is
25 more than sixty (60) days past due.
26 (4) "Member" means the definition under ch.
27 100 and includes "owner" as defined in that
28 chapter.

29 **900.02 Annual assessment; when due**¹³²

30 (1) Members may remit their annual
31 assessment¹³³:

¹³¹ Enacted May 17, 2012.

¹³² Enacted May 17, 2012.

32 (a) In a single amount due January 1; or
33 (b) Quarterly due January 1, April 1, July
34 1, and October 1.

35 (2) The annual assessment shall be outstanding
36 after the end of the month of the month the
37 annual assessment is due.

38 (3) The board may require a noncurrent
39 member to remit the current or outstanding
40 annual assessment in a single amount due
41 January 1 or the end of the quarter when the
42 privilege of remitting quarterly is suspended.

43 **900.03 Special assessment**¹³⁴

44 (1) Unless otherwise directed by the board, a
45 special assessment¹³⁵ shall be paid in the same
46 manner as an annual assessment pursuant to s.
47 900.02.

48 (2) A noncurrent member shall remit a special
49 assessment in a single amount due at the end of
50 the month of the month when the special
51 assessment is established.

52 **900.04 Covenant charges**¹³⁶

53 Covenant charges¹³⁷ are due when notice of the
54 charges are sent to the member and
55 outstanding thirty (30) days after such notice.

56 **900.05 Fee when received**¹³⁸

¹³³ An annual assessment is considered a fee by
definition.

¹³⁴ Enacted May 17, 2012.

¹³⁵ A special assessment is considered a fee by
definition.

¹³⁶ Enacted May 17, 2012.

¹³⁷ A charge is considered a fee by definition.

¹³⁸ Enacted May 17, 2012.

1	A fee due the association shall be considered	32	(b) Statement of account;
2	received when received by the association and	33	(c) Demand for payment of outstanding
3	not the date sent.	34	fees;
4	900.06 Address of record ¹³⁹	35	(e) Statement that voting rights and
5	(1) A member shall ensure that the address of	36	privileges shall be suspended unless
6	record filed with the association is current.	37	outstanding fees are remitted;
7	(2) Any official communication shall be deemed	38	(f) Statement that the board may
8	to have been received by a member five (5)	39	revoke the privilege of quarterly
9	days after being submitted to an address of	40	remittance and demand payment of the
10	record of the member by certified or first class	41	entire annual assessment; and
11	mail.	42	(g) Statement that the member may
12	(2) Non-receipt of an official communication	43	request a hearing before the board
13	does not relieve a member of an obligation.	44	relating to the fees assessed or the
14	900.07 Collection actions ¹⁴⁰	45	suspension of voting rights and
15	This subsection shall apply when a fee becomes	46	privileges. If such a request is not
16	outstanding.	47	received by the association within
17	(1) LATE FEE. When a fee becomes outstanding,	48	fifteen (15) days after the notice under
18	a late fee of twenty-five dollars (\$25.00) shall be	49	this subsection (4), the member waives
19	assessed.	50	their right to a hearing relating to the
20	(2) COLLECTION FEE. A member shall be	51	fees assessed and the suspension of
21	assessed all costs of collecting an outstanding	52	voting rights and privileges;
22	fee.	53	(h) Statement that the association is
23	(3) LIEN FOR ASSESSMENTS. Fees assessed	54	required to take collection actions to
24	under this subsection shall become a part of the	55	collect the amounts owed.
25	continuing lien for fees and annual assessments	56	(5) SUSPENSION OF VOTING RIGHTS PRIVILIGES.
26	due until fully satisfied.	57	Pursuant to art. III ch. 400 ¹⁴¹ (bylaws), the
27	(4) NOTICE. The association shall send notice to	58	voting rights and privileges of a member are
28	the address of record when a fee is assessed	59	suspended where:
29	under this subsection. Such notice shall	60	(a) Collections proceedings have been
30	include:	61	initiated against the member; or
31	(a) The amount and reason for the fee;	62	(b) The member owes the association a
		63	fee greater than one-hundred dollars

¹³⁹ Enacted May 17, 2012.

¹⁴⁰ Enacted May 17, 2012.

¹⁴¹ As amended by the membership at the March 2012 annual meeting.

1 (\$100.00) which is more than ninety
2 (90) days outstanding.

3 **900.08 Delinquent**¹⁴²

4 (1) A fee is delinquent when it is ninety (90)
5 days outstanding and when no hearing request
6 has been submitted by the noncurrent member.

7 (2) When a fee becomes delinquent:

8 (a) The noncurrent member shall be
9 required remit the entire annual
10 assessment for the current year;

11 (b) The agent shall recommend to the
12 board collection action;

13 (c) The board may retain legal counsel,
14 a collection agency, or other collection
15 services allowed by law to collect
16 delinquent fees.

17 (3) The association may avail itself of all
18 remedies allowed by law in pursuit of payment,
19 including, but not limited to:

20 (a) Placement of lien on the assessable
21 unit;

22 (b) Garnishment of wages;

23 (c) Initiation of personal liens;

24 (d) Reporting to credit bureaus.

25 **900.09 Removal of lien**¹⁴³

26 A member shall remit all outstanding fees¹⁴⁴
27 before a lien will be removed.

28 **900.10 Priority of payments**¹⁴⁵

29 When a member becomes noncurrent, amounts
30 remitted shall be credited in the following
31 precedence:

32 (1) Prior year annual assessment

33 (2) Current year annual assessment

34 (3) Special assessment;

35 (4) Interest fees and late fees;

36 (5) Returned draft fees and other financial
37 institution fees;

38 (6) Administrative fees;

39 (7) Covenant charges;

40 (8) Fees relating to collection costs, including
41 collection agency fees, legal counsel fees, court
42 fees, and other recording fees;

43 **900.11 Relief**¹⁴⁶

44 (1) A member may petition the board for relief
45 of fees under this chapter. Such a petition shall
46 be submitted in writing and include:

47 (a) Name of the member;

48 (b) Address of record;

49 (c) Address and account number of the
50 assessable unit;

51 (d) Identification of the fees assessed
52 the member for which the member
53 seeks relief; and

54 (e) The extraordinary circumstances of
55 the member.

¹⁴² Enacted May 17, 2012.

¹⁴³ Enacted May 17, 2012.

¹⁴⁴ Fees include all amounts assessed against a member. This includes the cost of collections.

¹⁴⁵ Amended February 21, 2013; enacted May 17, 2012.

¹⁴⁶ Enacted May 17, 2012.

1 (f) Whether the member wishes to
2 appear before the board.

3 (2) The agent shall review the petition and
4 make a recommendation to the board.

5 (3) After considering the petition and the
6 recommendation of the agent, the board may:

7 (a) Relieve the member from named
8 fees;

9 (b) Enter into an agreement on how and
10 when fees will be paid;

11 (c) Decline to relieve the member of
12 fees; or

13 (d) Take no action.

14 (4) The board shall not relieve any member
15 from the following fees:

16 (a) Annual and special assessments; or

17 (b) Costs of collection.

18 (5) All petitions shall be considered individually
19 and no precedent shall be established in
20 granting relief.