

# **STRATHMEADE SQUARE**

## **Homeowner's Association**

### **Resale Disclosure and Document Package**

**Prepared by:**

Sequoia Management Company, Inc.

13998 Parkeast Circle

Chantilly VA 20151

**(703) 803 – 9641**

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**STRATHMEADE SQUARE  
SECTION I**

**Articles of Incorporation and  
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**Articles of Incorporation and  
Amendments**

## ARTICLES OF INCORPORATION

OF

## STRATHMEADE SQUARE COMMUNITY ASSOCIATION, INC.

In compliance with the requirements of Sections 13.201, et seq. of the 1950 Code of Virginia, as amended and annotated (the Non-Stock Corporation Acts of the State of Virginia), the undersigned, all of whom are residents of the State of Virginia and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

## ARTICLE I.

The name of the corporation is Strathmeade Square Community Association, Inc., hereinafter called the "Association".

## ARTICLE II.

The principal office of the Association is located at 900 South Washington Street, Falls Church, Virginia.

## ARTICLE III.

GRIFFIN T. GARNETT, JR., a resident of Virginia and a member of the Virginia State Bar, whose address is 2000 North 16th Street, Arlington, Virginia, 22216, is hereby appointed the initial registered agent of this Association, and the initial registered office shall be located at 2000 North 16th Street, Arlington, Virginia, in Arlington County.

## ARTICLE IV

## PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as: Situate in Fairfax County, Virginia

Beginning at a point on the northern right-of-way line of Tobin Road (50 feet wide); said point being located N 84° 10' 38" E, 55.33 feet, and N 05° 49' 22" W, 25.00 feet from the centerline intersection of Tobin Road and Beverly Drive; thence 41.80 feet along the arc of a curve, curving to the right, having a radius of 25.00 feet, a chord bearing N 47° 55' 37" W, 37.10 feet to a point on the eastern right-of-way line of Beverly Drive (50 feet wide); thence along the eastern right-of-way line of Beverly Drive N 00° 01' 52" W, 499.55 feet and N 03° 26' 08" E, 222.00 feet to a point; thence departing from the right-of-way line of Beverly Drive and running through the lands of Zinn, Inc., the following courses: S 86° 33' 52" E, 152.70 feet; S 19° 43' 45" W, 129.19 feet; S 62° 01' 06" E, 74.17 feet; S 33° 05' 45" E, 116.00 feet; S 02° 23' 45" W, 357.43 feet; S 89° 39' 10" E, 89.03 feet; S 01° 16' 55" E, 90.00 feet; S 84° 10' 38" W, 17.00 feet; and S 39° 00' 45" E, 6.00 feet to the northern right-of-way of Tobin Road; thence along the northern right-of-way of Tobin Road S 84° 10' 38" W, 288.20 feet to the point of beginning containing 3.83044 Acres.

~~The above described property being part of Tract 1, STRATHMADE SQUARE, as shown on a Plat of Resubdivision of part of STRATHMADE SPRINGS attached to a Deed of Resubdivision dated April 26, 1968 and recorded among the land records of Fairfax County, Virginia in Deed Book 3025 at Page 134.~~

AND BEING all of Tract 1, STRATHMADE SQUARE as shown on a Plat of Resubdivision of part of STRATHMADE SPRINGS attached to a Deed of Resubdivision dated April 26, 1968 and recorded among the land records of Fairfax County, Virginia in Deed Book 3025 at Page 134.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article IX herein, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Clerk in Deed Book 3025, Page 138 among the land records of Fairfax County, Virginia

and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

(d) borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-~~Profit~~ <sup>Stock</sup> <sup>Act</sup> Corporation ~~Law~~ of the State of Virginia by law may now or hereafter have or exercise.

## ARTICLE V

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

## ARTICLE VI

### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article V with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article V. When more than one



person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant, which shall mean and refer to ZINN, INC., a Delaware corporation, its successors and assigns. The Class B member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article V, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on November 1, 1969, unless additional lands are annexed in accordance with Article IX, Section 2 hereof, and in that event, the effect of this subsection shall extend for two (2) years after any such annexation.

#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who need not be members of the Association. The number of directors shall be fixed by and may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to be the initial directors are:

<u>NAME</u>	<u>ADDRESS</u>
Robert R. DeLuca	3408 Knox Road, Annandale, Virginia
Pasquale DeLuca, Jr.	4966 Old Dominion Drive, Arlington, Va.
Doreen L. DeLuca	4966 Old Dominion Drive, Arlington, Va.
John F. DeLuca	4966 Old Dominion Drive, Arlington, Va.
Griffin T. Garnett, Jr.	4613 Rock Spring Rd., Arlington, Va.
Dennis Joe Sharp	Box 124, Triangle, Virginia
John J. Stack	2107 Plymouth Circle, N. W. Washington, D. C.
Allen Neigher	Judd, Street, Fairfield, Conn.
Agatha Litel	Horizon House Apt.-Army-Navy Drive Arlington, Virginia

At the first annual meeting, the members shall elect one-third, as nearly as possible, of the number of directors fixed by the By-Laws for a term of one year, one-third for a term of two years and one-third for a term of three years; and at each annual meeting thereafter, the members shall elect one-third for a term of three years each.

#### ARTICLE VIII

#### LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) while there is a Class B membership, provided that additional amounts may be authorized by assent of not less than

two-thirds (2/3) of the votes of the Class A membership and not less than two-thirds (2/3) of the votes of the Class B membership, and thereafter said indebtedness or liability shall not exceed One Hundred Fifty percent (150%) of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the votes of the then membership.

#### ARTICLE IX

##### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. The Association may, at any time, annex additional residential properties and common area to the Properties described in Article IV, and so add to its membership under the provisions of Article V, provided that any such annexation shall have the assent of not less than two-thirds (2/3) of the votes of the entire Class A membership and not less than two-thirds (2/3) of the votes of the entire Class B membership, if any.

Section 2. If within five (5) years of the date of the Articles of Incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Book 2874, Page 119 among the land records of Fairfax County, Virginia, such additional lands may be annexed to said Properties without the assent of the Class A members, provided however, the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first and second sections. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing

Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and such agency or agencies so advises the Association and the Declarant, the development of the additional lands must have the assent of two-thirds (2/3) of the votes of the Class A members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

#### ARTICLE X

##### MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of more than two-thirds (2/3) of the votes entitled to be cast by Class A members and Class B members, if any, present or represented by proxy at a duly called meeting.

## ARTICLE XI

## AUTHORITY TO MORTGAGE

Any mortgage by the Association of the Common Area defined in the Declaration shall have the assent of two-thirds (2/3) of the votes of the entire class A membership and two-thirds (2/3) of the votes of the entire Class B membership, if any.

## ARTICLE XII

## AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the votes of the entire Class B membership, if any, agreeing to such dedication, sale or transfer.

## ARTICLE XIII

## DISSOLUTION

The Association may be dissolved upon a resolution to that effect adopted upon receiving more than two-thirds (2/3) of the votes entitled to be cast by the Class A members and of the Class B members, if any, present or represented at a duly called meeting. Upon dissolution of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable

the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

#### ARTICLE XIV

##### DURATION

The corporation shall exist perpetually.

#### ARTICLE XV

##### MEETINGS FOR ACTIONS GOVERNED BY ARTICLES VIII THROUGH XIII

In order to take action under Articles VIII through XIII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum, except for Article IX, Section 2, where the quorum requirement is specifically set forth. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding

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meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership, if any, are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

#### ARTICLE XVI

##### AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75) percent of the votes of the entire membership.

#### ARTICLE XVII

##### FHA/VA APPROVAL

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Virginia, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 3rd day of June, 1968.

[Signature]  
Doreen L. DeLuca  
Griffin T. Garnett, Jr.

STATE OF VIRGINIA  
COUNTY OF Arlington, to-wit:

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that John F. DeLuca, Doreen L. DeLuca, and Griffin T. Garnett, Jr., whose names are signed to the foregoing writing, bearing date of the 3rd day of June, 1968, have acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 3rd day of June, 1968.

[Signature]  
Notary Public

My commission expires: 5/14/71



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

BOOK 48 PAGE 134

AT RICHMOND,  
June 21, 1968

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

Strathmeade Square Community Association, Inc.

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

ORDERED that this CERTIFICATE OF INCORPORATION 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.

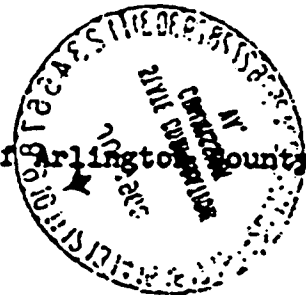
Upon the completion of such recordation, this order and the articles shall be forwarded for recordation in the office of the clerk of the Circuit Court of Arlington County

STATE CORPORATION COMMISSION

*Jesse Wilson*  
Chairman

VIRGINIA:

In the Clerk's Office of the Circuit Court of Arlington County



The foregoing certificate (including the accompanying articles) has been duly recorded in my office this 1<sup>st</sup> day of July, 1968 and is now returned to the State Corporation Commission by certified mail.

*H. Bruce [Signature]*  
Clerk

ABCE

15:56  
7/19/68

ARTICLES OF AMENDMENT  
RESTATING ARTICLES OF INCORPORATION  
OF  
STRATHMEADE SQUARE COMMUNITY ASSOCIATION, INC.

These Articles of Incorporation are pursuant to the Virginia Nonstock Corporation Act, Sections 13.1-201 et seq. of the 1950 Code of Virginia, as amended. The Board of Directors of Strathmeade Square Community Association, Inc., after having determined that the corporation's Articles of Incorporation as amended and restated in the form shown immediately below are in the best interests of the corporation, did direct by resolution dated and adopted at a meeting of the Board of Directors held on September 14, 1981 that this amended and restated version be submitted for approval to all members having the right to vote on amendments. Notice of the proposed amendment was provided to all members having a right to vote on October 15, 1981, in accordance with the provisions of the Virginia Nonstock Corporation Act. In compliance with this directive of the Board and said notice, the amended and restated Articles were submitted to the membership for approval and in excess of seventy-five percent of the membership voted affirmatively by proxy on these amended and restated Articles (287 of 309 members voting affirmatively to approve the amended and restated Articles, which event has been certified by Board resolution of February 8, 1982), thereby meeting the requirement contained in the original version of the Articles to the effect that the assent of seventy-five percent of the votes of the entire membership is necessary for ratification of amendments and at the same time meeting the requirement of the Virginia Nonstock Corporation Act that amendments be approved by more than two-thirds of the votes entitled to be cast by the membership.

ARTICLE I

The name of the corporation is Strathmeade Square Community Association, Inc., hereinafter called the "Association."

ARTICLE II

The principal office of the Association is located at P.O. Box 693, Merrifield, Virginia 22116.

ARTICLE III - PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area

within that certain tract of property described as: Situate in Fairfax County, Virginia,

BEING all of TRACTS (SECTIONS) 1 through 4, STRATHMEADE SQUARE, which includes Lots 1 through 309 in STRATHMEADE SQUARE, as shown and more particularly described on the plats recorded among the land records of Fairfax County, Virginia in Deed Books: 3025 at Page 138 (Tract/Section 1); 3083 at Page 495 (Tract/Section 2); 3177 at Page 429 (Tract/Section 3); and, 3244 at Page 383 (Tract/Section 4) (Fairfax County Tax Map References 59-1-22, parcels A through N, P through R, T through W, W1, Y, Y1, Z, Z1 and Lots 1 through 309, January 1980),

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article VIII herein, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded in the Office of the Clerk in Deed Book 3025, Page 138 among the land records of Fairfax County, Virginia, and as the same may be amended from time to time as therein provided, said Declaration being herein incorporated by reference as is set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

(d) borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Stock Corporation Act of the State of Virginia by law may now or hereafter have or exercise.

#### ARTICLE IV - MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

#### ARTICLE V - VOTING RIGHTS

Members shall be all those Owners as defined in Article IV. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

#### ARTICLE VI - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors who shall be members of the Association. The number of directors shall be fixed by and may be changed by amendment of the Bylaws of the Association. In the absence of a bylaw provision providing for the number of directors of the Association, the number of Directors shall be nine.

At each annual meeting, the members shall elect one-third, as nearly as possible, of the number of directors fixed by the Bylaws for a term of three years.

#### ARTICLE VII - LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed One Hundred percent (100%) of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the votes of the membership.

#### ARTICLE VIII - ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. The Association may, at any time, annex additional residential properties and common area to the Properties described in Article III, and so add to its membership under the provisions of Article IV, provided that any such annexation shall have the assent of 75% of the entire membership.

Section 2. The annexation of the additional lands must have the assent of 75% of the entire membership voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

#### ARTICLE IX - MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of more than two-thirds (2/3) of the votes entitled to be cast by the members present or represented by proxy at a duly called meeting.

#### ARTICLE X - AUTHORITY TO MORTGAGE

Any mortgage by the Association of the Common Area defined in the Declaration shall have the assent of more than two-thirds (2/3) of the votes of the entire membership.

#### ARTICLE XI - AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been approved by more than two-thirds (2/3) of the entire membership agreeing to such dedication, sale or transfer.

#### ARTICLE XII - DISSOLUTION

The Association may be dissolved upon a resolution to that effect adopted upon receiving more than two-thirds (2/3) of the votes entitled to be cast by the members present or represented at a duly called meeting. Upon dissolution of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE XIII - DURATION

The corporation shall exist perpetually.

ARTICLE XIV - MEETINGS FOR ACTIONS GOVERNED  
BY ARTICLES VII THROUGH XII

In order to take action under Articles VII through XII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than 25 days nor more than 50 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty (60) percent of the votes shall constitute a quorum, except for Articles VIII, X and XI where the quorum requirement is specifically set forth. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE XV - AMENDMENTS

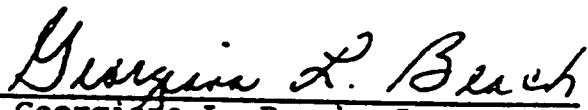
Amendment of these Articles shall require the assent of seventy-five (75) percent of the votes of the entire membership.

Executed in the name of the corporation by its president and its secretary who declare under the penalties of perjury that the facts stated therein are true.

Dated as of the 8th day of February, 1982.

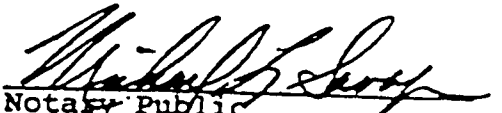
STRATHMEADE SQUARE COMMUNITY  
ASSOCIATION, INC.

By:   
A. Scott Hamel, President

By:   
Georgia L. Beach, Secretary

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the County aforesaid do certify that A. Scott Hamel, President, and Georgiana L. Beach, Secretary, of Strathmeade Square Community Association, Inc., whose names on behalf of said corporation are signed to the foregoing Articles of Incorporation, bearing the date as of the 8th day of February, 1982.

  
Notary Public

My Commission Expires: Sept. 16, 1986

116855

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

RICHMOND, August 5, 1983

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

STRATHMEADE SQUARE COMMUNITY ASSOCIATION, INC.

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

ORDERED that this CERTIFICATE OF RESTATEMENT

be issued, and that this order, together with the articles, be admitted to record in this 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 the completion of such recordation, this order and the articles shall be forwarded for recordation in the office of the Clerk of the Circuit Court, Fairfax County .

STATE CORPORATION COMMISSION

By Thomas P. Harwood, Jr.  
Commissioner

129

820104



**Declaration of Covenants, Conditions and  
Restrictions, plus any Amendments**

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

### PREAMBLE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") was originally made on the 26th day of April, 1968, by Zinn, Inc. The Board of Directors of Strathmeade Square Community Association, Inc., after having determined that the corporation's Declaration as amended and restated in the form shown immediately below is in the best interests of the corporation, did direct by resolution of September 14, 1981, that this amended and restated version be submitted for approval to all members having the right to vote on amendments. In compliance with this directive of the Board, the amended and restated Declaration was submitted to the membership for approval. In excess of ninety (90) percent of the membership voted affirmatively on this amended and restated Declaration (which event has been certified by Board resolution of February 8, 1982), thereby meeting a requirement contained in the original version of the Declaration to the effect that the signature of not less than ninety (90) percent of the Lot Owners is necessary for ratification of amendments.

### WITNESSETH:

WHEREAS, the purpose of the Association is to provide for the maintenance and preservation of the common areas and architectural control of the residential lots within that certain property in Fairfax County, State of Virginia, which is more particularly described as:

BEING all of TRACTS (SECTIONS) 1 thru 4, STRATHMEADE SQUARE, which includes Lots 1 thru 309 in STRATHMEADE SQUARE, as shown and more particularly described on the plats recorded among the land records of Fairfax County, Virginia, in Deed Books: 3025 at Page 138 (Tract/Section 1); 3083 at Page 495 (Tract/Section 2); 3177 at Page 429 (Tract/Section 3); and, 3244 at Page 383 (Tract/Section 4) (Fairfax County Tax Map References 59-1-22, parcels A thru N, P thru R, T thru W, W1, Y, Y1, Z, Z1 and Lots 1 thru 309, January 1980).

AND WHEREAS, the Association will administer the said properties subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, the Association hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

#### ARTICLE I—DEFINITIONS

Section 1. "Association" shall mean and refer to Strathmeade Square Community Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

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

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

#### ARTICLE II—MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

#### ARTICLE III—VOTING RIGHTS

Members shall be all those Owners as defined in Article II. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

#### ARTICLE IV—PROPERTY RIGHTS

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

- a. the right of the Association to limit the number of guests of members;
- b. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- c. the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- d. the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 90 days for any infraction of its published rules and regulations;
- e. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the entire membership, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance; and
- f. the right of the individual owners to the exclusive use of assigned parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Association holds title to the Common Area in the Strathmeade Square development known as Parcels A thru N, P thru R, T thru W, W1, Y, Y1, Z and Z1 Fairfax County Tax Map Reference 59-1-22, as evidenced by Deeds recorded among the land records of Fairfax County, Virginia.

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than one (1) automobile parking space, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association shall permanently assign one (1) vehicular parking space for each dwelling.

#### ARTICLE V—COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fee shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Amount of Annual Assessment. The annual assessment may be increased effective February 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

a. The annual assessment may be decreased or increased beyond that established by the Consumer Price Index formula, provided that any such change shall have the assent of two-thirds ( $\frac{2}{3}$ ) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ( $\frac{2}{3}$ ) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Sections 3 & 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Notice of Annual Assessments: Due Dates. The Board of Directors shall notify the members of the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate specified in the Bylaws, and the Association may file a lien against the property on which an assessment is delinquent and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any deed of trust or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE VI—PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

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

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE VII—ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and

specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VIII—EXTERIOR MAINTENANCE

Strathmeade Square Community Association, Inc., shall maintain the common areas within said subdivision not maintained by the County of Fairfax, Virginia, or other agency or governmental authority, and may erect or make improvements thereon. To this end, it shall have the power to levy assessments as herein contained and in accordance with the Charter and Bylaws of the Strathmeade Square Community Association, Inc.

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of Strathmeade Square Community Association, Inc., due notice having been served, after approval by two-thirds ( $\frac{2}{3}$ ) decision of the Board of Directors, the Association shall have the right, through its agents and employees to enter upon said parcel and repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance plus a fee of Ten (10%) percent of the cost shall be added to and become part of the annual assessment to which such Lot is subject for the year in which the repair is made, and the expense of such exterior maintenance and any additional sums pertaining thereto, shall become a lien upon the subject property. It is a condition of these covenants that Strathmeade Square Community Association, Inc., is, and shall be, deemed a general contractor for the purpose of qualifying to file a mechanic's lien, and every lot owner so in default, by the acceptance of his deed, and those claiming under him, hereby agrees to pay such expense, and grants permission to Strathmeade Square Community Association, Inc., to enter upon such lot and make such exterior maintenance without being guilty of trespass, and said association, its agents and employees, shall not be liable in damages to any lot owner except for willful and tortious acts committed beyond the scope hereof. Any assessments under this Paragraph and the preceding Paragraph hereof, shall constitute liens subordinate only to liens for taxes and first deeds of trust in favor of a recognized lending institution, upon filing a notice in the Clerk's Office of Fairfax County, Virginia.

#### ARTICLE IX—USE RESTRICTIONS

1. Lots shall be used only for residential purposes, and not more than one principal building shall be permitted on any lot and no such lot shall be resubdivided so as to produce a building site of less area or width than the minimum required by the Subdivision Ordinance of the County of Fairfax, Virginia, or otherwise specified by the County Health Officer.
2. No building, garage, trailer, tent, driveway, or structure may be erected, built, or permitted to remain on any lot other than one town house dwelling not to exceed three stories in height.
3. No trailer, bus, boat, commercial equipment, licensed vehicle with dimensions greater than 21 feet long or 8 feet 2 inches wide, disabled or unlicensed vehicle or material portion thereof, or other object as may otherwise be restricted in the Bylaws, may be parked on any street or parking area lot or common area within said land area, unless, in the case of commercial equipment, it shall be temporarily within such subdivision for the purpose of performing work therein. The Board of Directors of the Association is authorized to identify vehicles parked in violation hereof, and to post notice of such violation with the owner or with the vehicle. After notice has been given for seven (7) consecutive days, the Board is authorized to effect removal of the vehicle by any legal means at its disposal, and at the expense of the owner.

4. No noxious or offensive use or activity shall be carried on upon any lot, parking area, or common area, nor shall any practice be engaged in by the owners of lots, their tenants, agents, guests, or assigns, that shall become an annoyance or a nuisance to the neighborhood.
5. No exterior clothesline or hanging device, except that of an umbrella type, shall be allowed upon any lot, and no antenna shall project more than ten feet above the peak of the roof in height or ten feet in width.
6. No sign of any kind shall be displayed on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other usual household pets may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes, or in unusual numbers.
8. No trash, garbage or other refuse shall be burned upon the premises except within the interior of the residence.
9. Easements are reserved for installation and maintenance of utilities, walkways, driveways, and drainage facilities. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may obstruct or interfere with the installation and maintenance of said utilities or access to lots. The easement area within each lot shall be maintained constantly by the owner of said lot, except those easements for which a public authority, utility company or municipality is responsible.
10. No hedge shall be planted or permitted to grow over three and one-half feet (3½') high along any property line, nor shall any growth be permitted by any lot owner or tenant to extend beyond his property line.
11. There is reserved to Strathmeade Square Community Association, Inc., and its successors or assigns, which shall have title to the common areas within the subdivision, the right and power to erect such fences, structures, buildings, playground equipment, swimming pools, or other facilities, improvements and appurtenances, for recreation, parking or other civic and/or public purposes, as, in the discretion of the owner of such area, may be appropriate.
12. Every violation of the covenants contained herein is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable thereto, and such remedies shall be deemed cumulative and not exclusive.
13. Inasmuch as the enforcement of the provisions hereof is deemed essential for the protection of all of the owners and inhabitants of the said subdivision, it is hereby declared that any violation of the provisions hereof shall constitute irreparable harm not adequately compensable by recovery of damages, and any person, firm or corporation shall be entitled, in addition to all other remedies, to relief by way of injunction for enforcement of the provisions hereof.
14. The cost and expenses incidental to the abatement of any violation hereof, and the removal and correction of any offending structure or condition shall be paid by the owners of the offending property, and the amount thereof until paid shall constitute a lien upon such offending property in favor of Strathmeade Square Community Association, Inc., inferior only to the liens for taxes and any first deed of trust in favor of a recognized lending institution then or to be placed upon the premises, enforceable as hereinbefore set forth.

#### ARTICLE X—GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this



Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of the owners of each of the lots subject to this Declaration, their respective legal representatives, heirs, successors, and assigns in perpetuity. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period (from April 26, 1968) by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.