

STRATHMEADE SQUARE SECTION II

Deed of Dedication

Bylaws

Parking

Resolutions

(Most Recent on Top)

3244-283

31101

THIS DEED OF DEDICATION, Made this 10th day of November

1969, by ZINN, INC., a Delaware Corporation,

WITNESSETH, THAT:

WHEREAS, ZINN, INC. is the sole owner and proprietor of the parcel of land hereinafter described and desire to subdivide same in accordance with the Plat hereto attached and made a part hereof, and to establish of record all of the easements as shown on the said Plat.

NOW, THEREFORE, in consideration of the premises, ZINN, INC. does hereby subdivide the following parcels of land in Fairfax County, Virginia and particularly described as follows:

Being two areas of Strathmeade Springs Subdivision previously recorded in Deed Book R-14 page 63 and shown on a plat of Strathmeade Springs recorded in Plat Book J pages 130 and 131; the first area comprising all of Lots 18, 19 and 20 and part of Thompson Road and Knox Road and all of Lory Road; the second area comprising part of Beverly Drive, all of Russell Road and Lots 14, 15, 45 and 46. Reference is also made to the following instruments recorded in Deed Book J069, page 333; Deed Book J069, page 339; Deed Book J069, page 356; Deed Book J239, page 369; and Deed Book J239, page 372.

Area One: Beginning at the intersection of the northern right-of-way line of Thompson Road (50 feet wide) with the eastern right-of-way line of Beverly Drive (50 feet wide); thence along the eastern right-of-way line of Beverly Drive N 13° 56' 06" E, 313.19 feet to the southwestern corner of Tract J of the re-subdivision of Strathmeade Springs to Strathmeade Square as recorded in Deed Book J025, page 134, said corner being a corner of Strathmeade Square Section Three recorded in Deed Book J177 page 429; thence along the southern boundary line of Tract J, S 81° 25' 52" E, 411.80 feet to the western boundary line of the property of the Commonwealth of Virginia, said point being the southeastern corner of Strathmeade Square Section Three; thence along the western boundary line of the property of the Commonwealth of Virginia and then along the western boundary line of Woodburn Manor Apartments S 13° 45' 52" E, 116.95 feet and S 02° 20' 52" E, 174.75 feet; thence through the property of Zinn, Inc., formerly the right-of-way of Knox Road, 85.46 feet along the arc of a curve curving to the right, having a radius of 50.00 feet, the chord of which bears S 46° 37' 08" W, 75.43 feet to a point on the southern right-of-way of Thompson Road; thence crossing Thompson Road N 05° 35' 08" E, 50.00 feet to a point at the intersection of the northern right-of-way line of Thompson Road with the western right-of-way line of Knox Road as previously dedicated in Strathmeade Springs Subdivision; thence along the northern right-of-way line of Thompson Road N 84° 24' 52" W, 469.41 feet to the point of beginning containing 3.28768 acres.

Area Two: Beginning at a point on the northern right-of-way line of Beverly Drive (50 feet wide), said point

Nov. 24, 1969 - Del. to: Garnett, Hunter and Blinn

LAW OFFICES
GARNETT, HUNTER & BLINN
6000 N. 14th ST.
FAIRFAX VA. 22030

3244 384

being a corner of Tract 2 of the re-subdivision of Strathmeade Springs to Strathmeade Square, as recorded in Deed Book 3025, page 134; and also being a corner of Strathmeade Square Section Three recorded in Deed Book 3177, page 429; thence along the northeastern boundary line of Strathmeade Square, Section Three, N 37° 03' 32" W, 206.14 feet to a point in the southern boundary line of Shockey; thence departing from Strathmeade Square, Section Three, and running along the southern boundary line of Shockey N 65° 48' 34" E, 515.83 feet to the southwestern right-of-way line of Anderson Drive (50 feet wide); thence along the southwestern right-of-way line of Anderson Drive S 46° 25' 46" E, 244.87 feet to a corner of the property of The Commonwealth of Virginia; thence departing from Anderson Drive and running along the northwest boundary line of the property line of the Commonwealth of Virginia S 47° 07' 53" W, 598.75 feet to a corner of Tract 3 of Strathmeade Square, said corner also being a corner of Strathmeade Square, Section Three; thence along the boundary line of Strathmeade Square, Section Three S 73° 53' 08" W, 25.00 feet and N 16° 06' 32" W, 164.45 feet to a point on the southern right-of-way line of Beverly Drive; thence along the southern right-of-way line of Beverly Drive N 52° 36' 08" E, 220.27 feet to a point; thence crossing the old Beverly Drive 141.71 feet along the arc of a curve, curving to the left, having a radius of 350.70 feet, the chord of which bears N 32° 08' 02" E, 140.80 feet to a point on the old northern right-of-way line of Beverly Drive; thence along the old northern right-of-way line of Beverly Drive S 32° 36' 08" W, 332.74 feet to the point of beginning, containing 3.77325 acres.

The above property is hereby subdivided into lots and parcels in accordance with the metes and bounds established on the Plat hereto attached and made a part hereof, made by Robert D. Murphy, Certified Civil Engineer, and dated 29th August, 1969, which said subdivision is to be known as STRATHMEADE SQUARE, SECTION 4, and does hereby establish of record all of the easements as shown on said Plat and does dedicate to public use "Thompson Road", "Beverly Drive", "Shockey Drive" and "Anderson Drive" as shown upon said Plat. ZINN, Inc. hereby declares that the subdivision is made with its free consent and in accordance with its desire.

ZINN, INC. in recording this Plat of Strathmeade Square, Section 4, has designated Parcels T, U, V, W, X, Y, Z, AA and BB on said Plat as common areas intended for use by the homeowners in Strathmeade Square Community Association, Inc. Said parcels are to be used for ingress and egress where shown on said Plat and also for recreation and other related activities.

The areas designated as Parcels T, U, V, W, X, Y, Z, AA and BB are not dedicated hereby for use by the general public, but are dedicated to the

LAW OFFICES
 GREGORY, BUNNETT
 & BROWN
 2000 N. 10th ST.
 ARLINGTON, VA. 22210

FB244 MR 355

- 3 -

common use and enjoyment of the homeowners of Strathmeade Square Community Association, Inc., as more fully provided in the Declaration of Covenants, Conditions and Restrictions set forth in Schedule A which is made a part of the Deed of Dedication of Strathmeade Square, Section 1, recorded in Deed Book 3025 at page 138, among the land records of Fairfax County, Virginia.

ZIAN, INC. does hereby declare that the properties described above shall be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions set out in Schedule A recorded as aforesaid, in Deed Book 3025 at page 138, and by this reference made a part hereof.

ZIAN, INC. further declares that the properties described above are made up of additional properties annexed by Zian, Inc. and all of the provisions of "Section 1, ARTICLE II ANNEXATION OF ADDITIONAL PROPERTIES" of the aforesaid Declaration of Covenants, Conditions and Restrictions have been fully complied with.

IN WITNESS WHEREOF, ZIAN, INC., a Delaware Corporation, has caused this Deed of Dedication to be executed in the corporate name by its President and its corporate seal to be hereto affixed and attested by its Secretary, said officers being thereunto duly authorized all as of the day, month and year first hereinabove written.

ZIAN, INC.
By [Signature]
John F. DeLuca, President

[Signature]
Doreen L. DeLuca, Secretary
STATE OF VIRGINIA

COUNTY OF ARLINGTON, to-wit:

I, the undersigned Notary Public, in and for the State and County aforesaid, do certify that John F. DeLuca and Doreen L. DeLuca, President and Secretary respectively of Zian, Inc., whose names on behalf of said corporation are signed to the foregoing Deed, bearing date on the 10th day of November, 1969, acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand this 10th day of Nov., 1969.

By [Signature]
Notary Public
My commission expires: Sept. 7, 1970

08000
ja

A COPY TESTE:
WARREN E. BARRY, CLERK

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia NOV 10 1969 at [Signature]
This instrument was received [Signature], with the certificate annexed, admitted to record with plat attached
Testes:

[Signature] Clerk

LAW OFFICES
GARNETT, HUNTER
& DISMOND
1000 N. 10th ST.
Arlington, Va. 22204

SHOCKEY

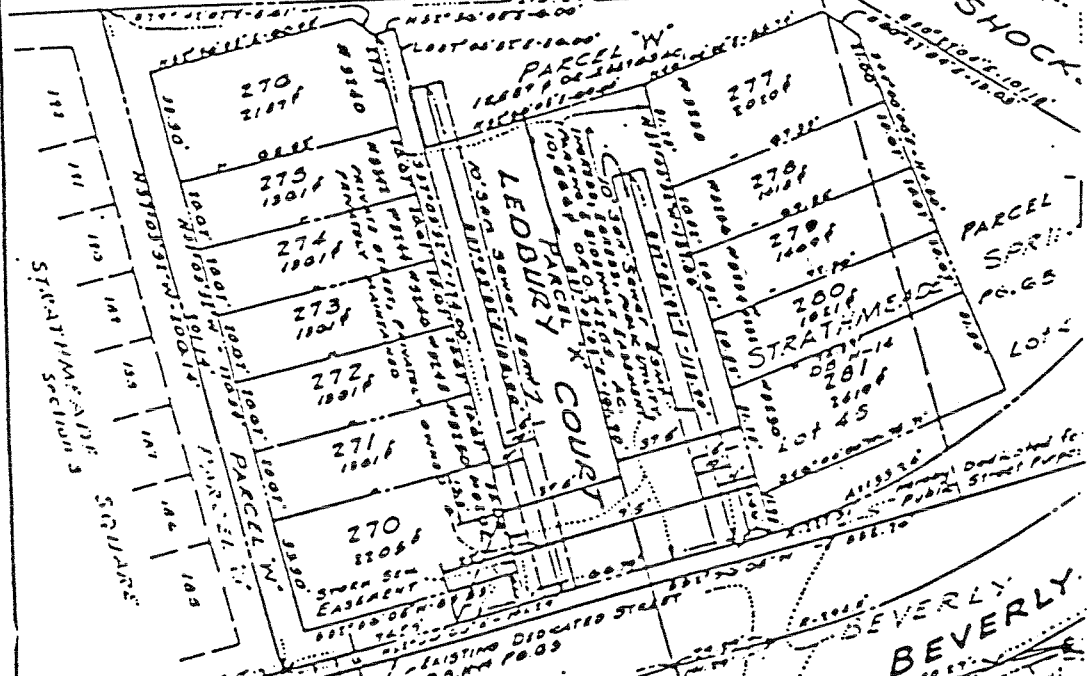
N 40,748.048
E 3,101,093.470

Pi
555'

SHOCK

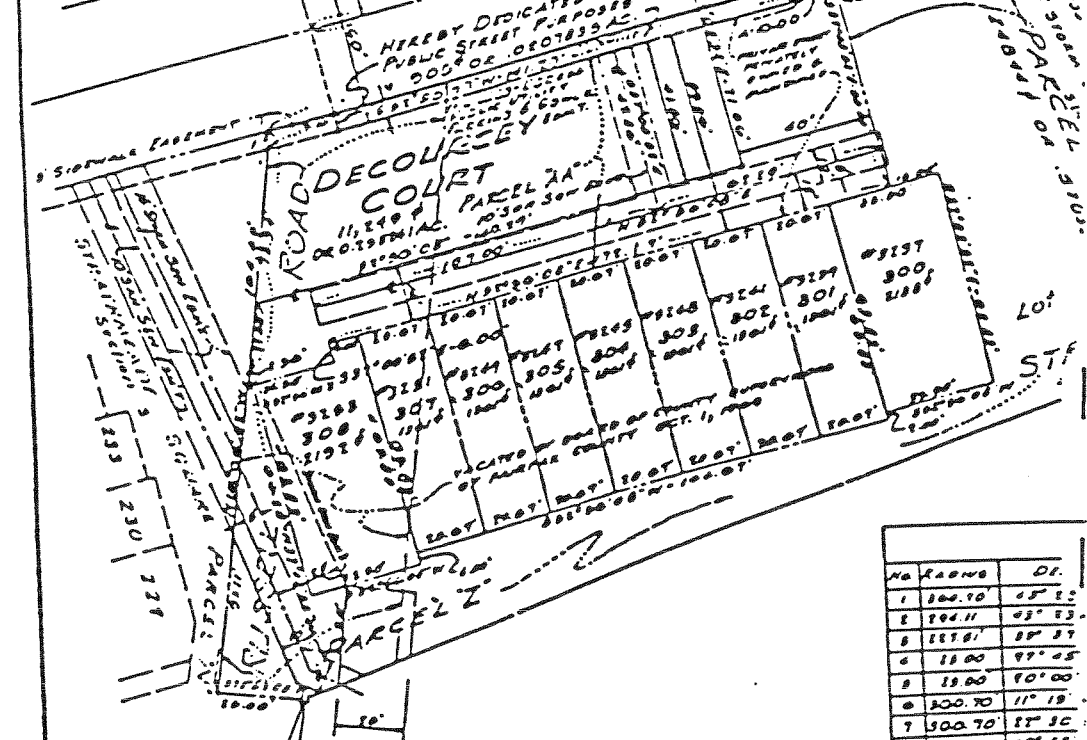
PARCEL
SPR...
PG. 65
LOT 45

BEVERLY
BEVERLY



HEREBY DEDICATED FOR
PUBLIC STREET PURPOSES
IN 000' OF 0507855 AC.

DECOUR
COURT

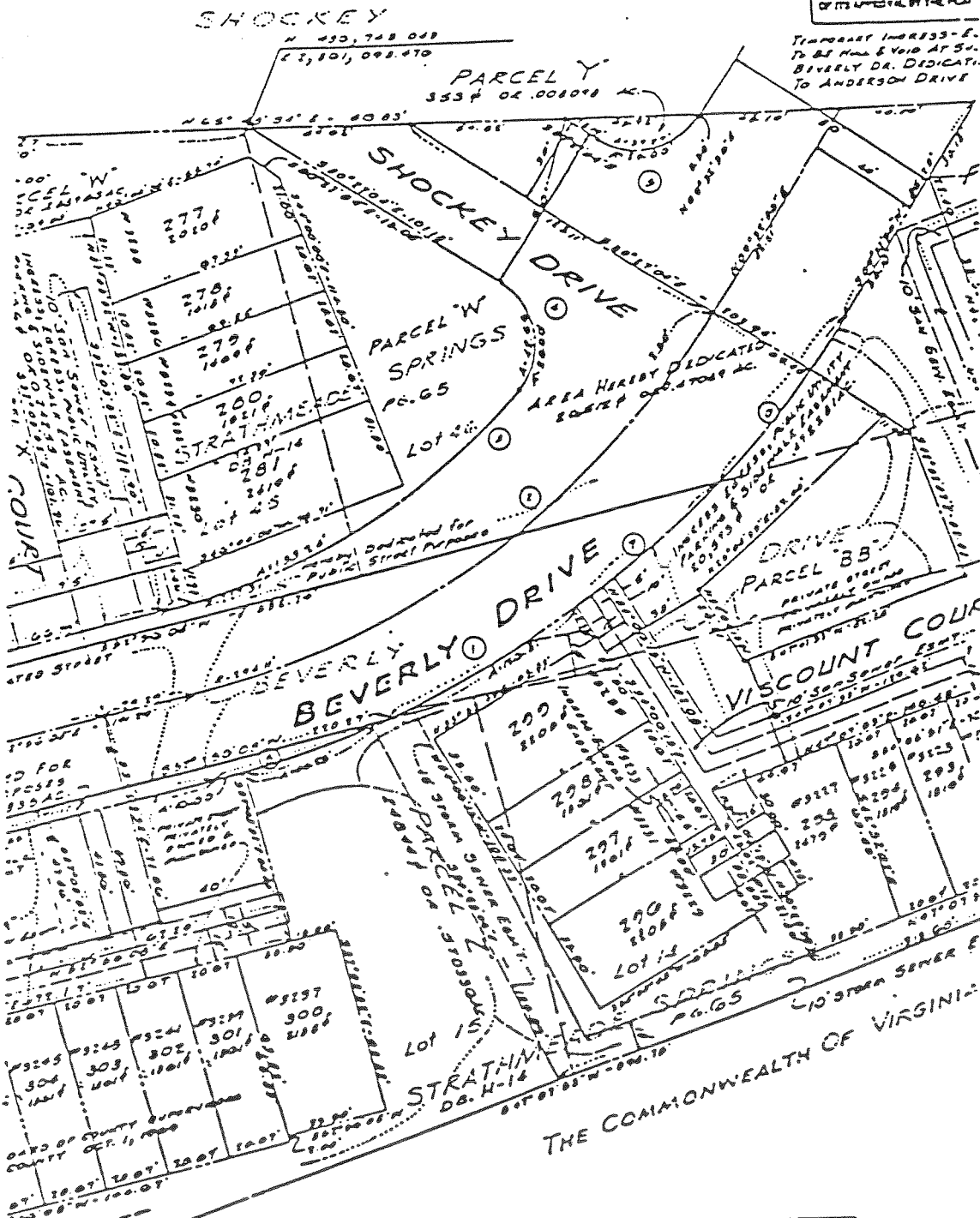


NO	RANGE	DI.
1	300.70	45° 12'
2	304.11	03° 52'
3	125.81	89° 37'
4	15.00	99° 05'
5	15.00	90° 00'
6	300.70	11° 18'
7	300.70	87° 30'
8	300.70	00° 00'

N 416,173.870
E 1,562,313.1

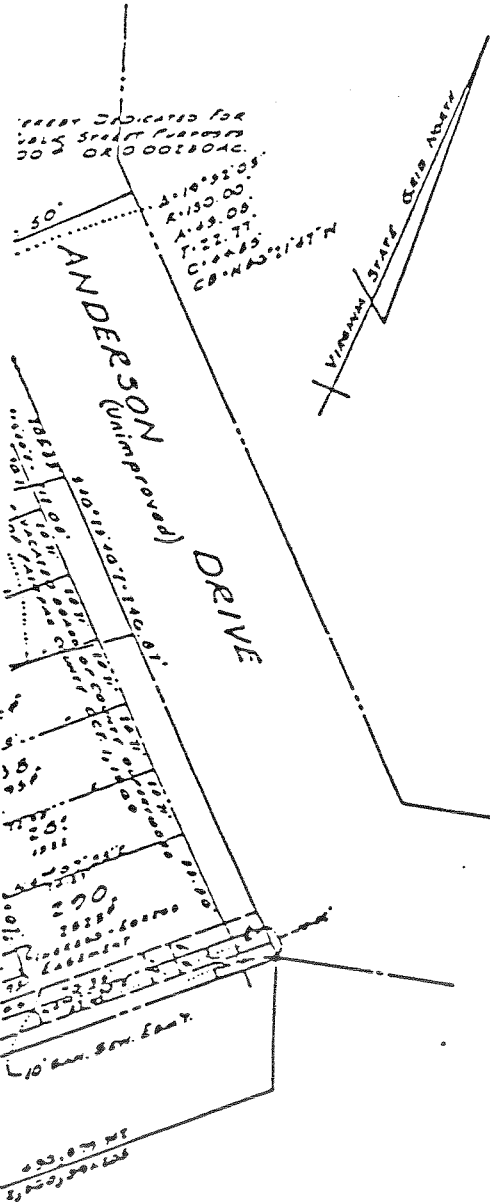
THE PROPERTY DESCRIBED IS LOCATED ON LOT 15 OF PARCEL Y AND IS TO BE DEDICATED TO ANDERSON DRIVE BY THE PLAN

TEMPORARY IMPROVEMENTS TO BE MADE & VOID AT THE BEVERLY DR. DEDICATION TO ANDERSON DRIVE



THE COMMONWEALTH OF VIRGINIA

No	RADIUS	DELTA	ARC	TAN	CHORD	CH. BEARING
1	100.70	45° 53' 15"	179.14	103.25	100.00	32° 17' 55" N
2	100.70	45° 53' 15"	179.14	117.00	117.45	33° 17' 32" N
3	100.70	89° 57' 30"	358.28	206.50	159.10	N55° 07' 30" E
4	100.00	90° 00' 00"	360.00	0.00	0.00	N54° 35' 06" E
5	100.70	11° 10' 45"	19.85	18.78	11.31	S12° 15' 04" W
6	100.70	11° 10' 45"	19.85	18.78	11.31	S12° 08' 08" W
7	100.70	89° 57' 30"	358.28	206.50	159.10	S45° 00' 44" W



SECTION	LOTS	GROSS AREA	LOT AREA
1	30	3,280.00	1,000.00
2	150	12,810.07	4,930.07
3	60	5,810.00	1,810.00
4	70	7,000.00	2,000.00
STREET YACATIONS NOT INCLUDED IN SECT. 1-4	0	0.0000	0
	0	0.9789	0
	0	0.0170	0
Total	300	31,900.14	11,640.07

LOTS PER ACRE 0.801
COVERAGE 37.74%

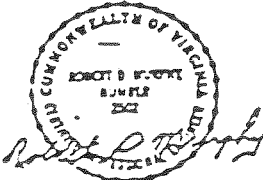
DIRECTOR'S CERTIFICATE
Division of Development
Fairfax County
As shown on this plat, the proposed subdivision is in accordance with the provisions of the Subdivision Map Act of 1942 and the regulations, amendments or orders thereunder which have been adopted.
J. J. [Signature]
11-10-59

APPROVED
COUNTY OF FAIRFAX
DIVISION OF
DESIGN REVIEW SANITARY SECTION
J. James [Signature]
DATE: 11-2-62

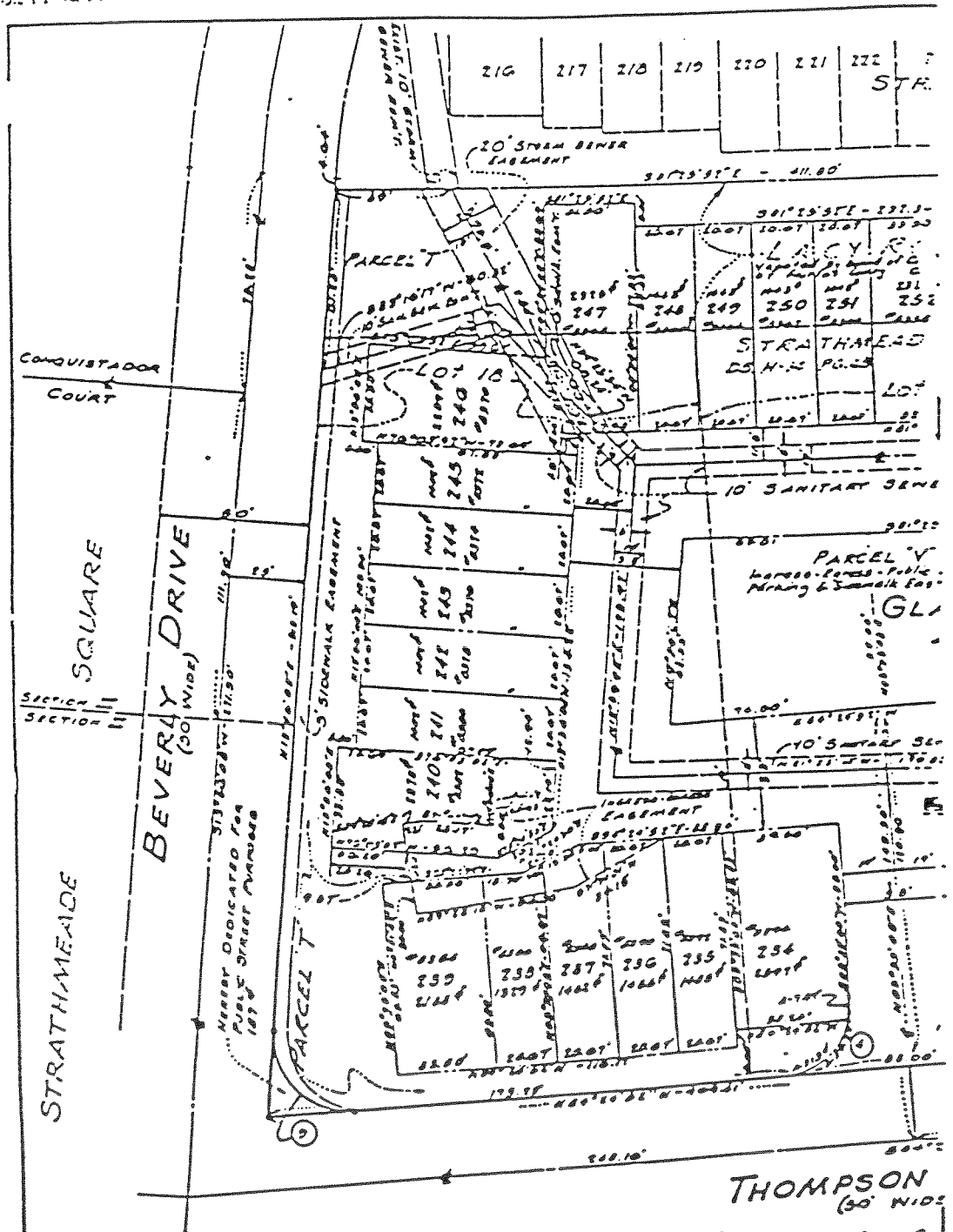
FINAL PLAT
RECOMMENDED FOR APPROVAL
FAIRFAX COUNTY
DIRECTOR OF COUNTY DEVELOPMENT
11/2/62 [Signature]

APPROVED
FOR
BOARD OF SUPERVISORS
FAIRFAX COUNTY, VIRGINIA
[Signature]
DATE: [Signature]
APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD WITHIN 60 DAYS AFTER DATE THEREOF.

RECORD PLAT
STRATHMEADE SQUARE
SECTION FOUR
PROVIDENCE DISTRICT
Fairfax County, Virginia
Scale: 1"=80'
Aug. 1969



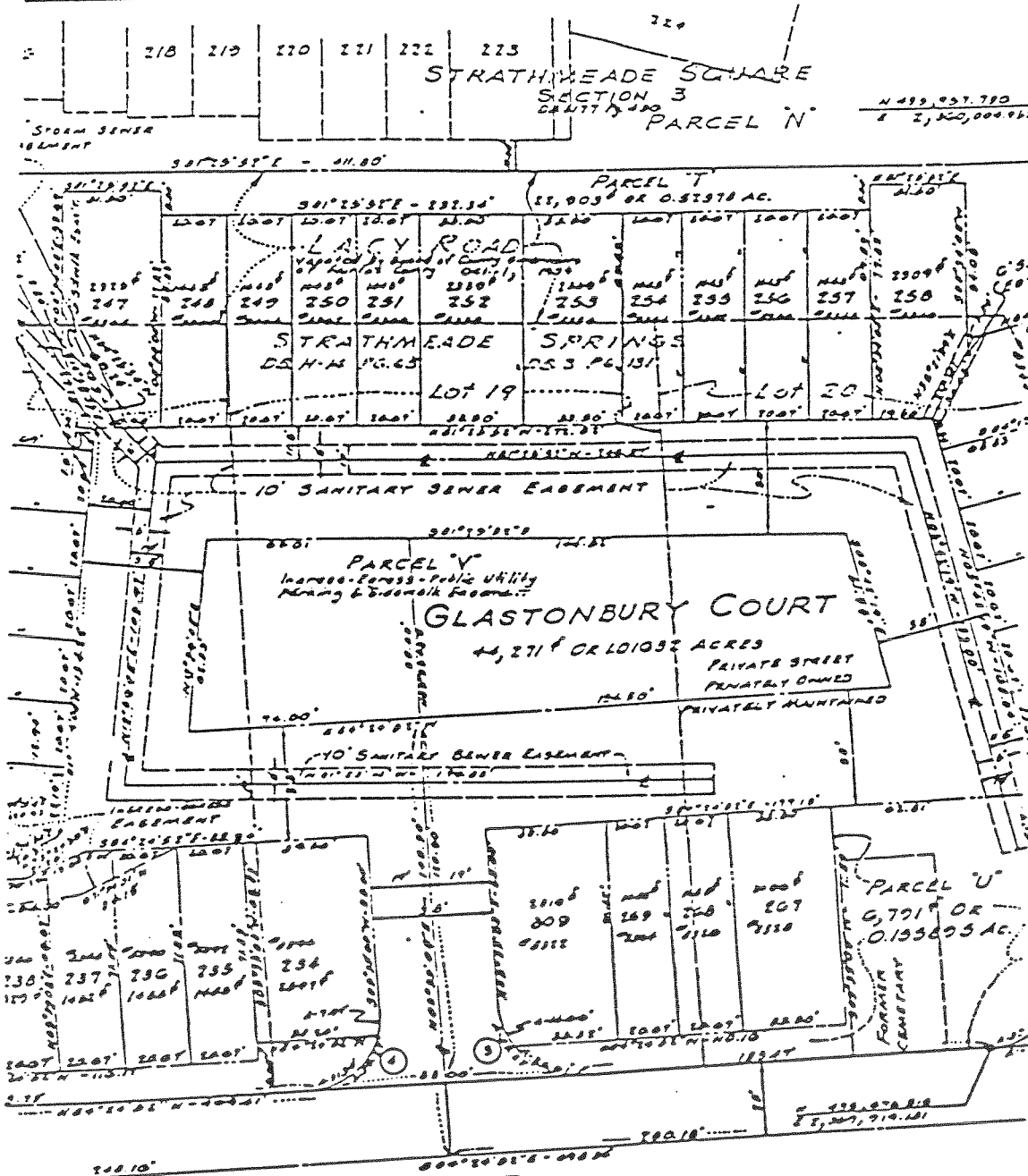
URBAN ENGINEERING & ASSOC.
4080 Lee Highway, Arlington, Virginia.



CURVE DATA						
NO.	RADIUS	DELTA	ARC	TAN	CHORD	CR. BEARING
1	50.00	80° 31' 44"	54.63	7.68	50.00	S60° 19' 16" W
2	25.00	70° 37' 42"	30.77	7.68	25.00	S39° 24' 32" E
3	25.00	90° 00' 00"	31.87	25.00	31.87	N20° 35' 00" E
4	25.00	90° 00' 00"	31.87	25.00	31.87	N20° 35' 00" E
5	25.00	90° 31' 00"	32.91	28.94	31.87	S88° 14' 22" E

I, Robert D. Murphy, a duly Certified Surveyor of the State of Virginia, do hereby certify that the above is a true and correct copy of the subdivision in all of the said cases as shown on the plan of the subdivision recorded in DB 1000 Pg. 833. Also the same is a true and correct copy of the subdivision as shown on the plan of the subdivision recorded in DB 1000 Pg. 833, and is also a true and correct copy of the subdivision as shown on the plan of the subdivision recorded in DB 1000 Pg. 833, and is also a true and correct copy of the subdivision as shown on the plan of the subdivision recorded in DB 1000 Pg. 833. Placed at Point marked this 29th day of June 1968. Given under my hand this 29th day of June 1968.

THOMPSON
ENGINEER'S C.



THOMPSON ROAD
(30' WIDE)

STRATHMEADE SQUARE

ENGINEER'S CERTIFICATE

A1

I, Robert D. Murphy, a duly Certified Civil Engineer under the Laws of the State of Virginia, do hereby certify that land bounded within the boundaries of the Subdivision to all of the land conveyed to 3 by Inc. of James A. Murphy recorded in DE 3000 (Pg. 888) also Beneficially recorded in D. King's Pg. 378; 2d E. Britain recorded in DE 3000 (Pg. 888) and is also part of these certain proper fees which were former streets in Strathmeade Square having been vacated by action of Board of County Supervisors of Fairfax County on October 19, 1908. That the Land described here within the boundaries shown having been vacated by action of Board of Fairfax County Subdivision Ordinance; that the Subdivision complies with the Plans of Points marked thus \otimes ; that pipes will be placed at points marked thus \odot ; and that all bearings refer to the true Grid Meridian.

Given under my hand this 29 day of August 1908.

Robert D. Murphy
Robert D. Murphy
Certified Civil Engineer.

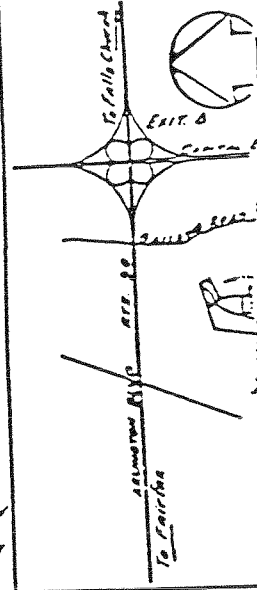
AVERAGE LOT SIZE
NUMBER OF LOTS
AREA OF LOTS
NO. LOTS PER
INGRESS-FOREPASS &
OPEN SPACE (Tot.
PERCENTAGE OF
PERCENTAGE CO.
AREA DEDICATED -
TOTAL AREA

BEARING
0° 10' 16" N
9° 22' 32" E
5° 35' 0" E
8° 14" E

20244 1002

THE COMMONWEALTH OF VIRGINIA

STATE ROAD NORTH



THE PROPERTY DEICATED ON THIS PLAN IS LOCATED ON A MAP OF THE CITY OF FARMERSVILLE, VIRGINIA, DATED 1958.

This Subdivision Has Been Approved For Density Development Under Sec. 20-8.2.2 Col. 9 of The Fairfax County Zoning Ordinance.

PARCEL 1	28,710'
PARCEL 2	6,791'
PARCEL 3	44,271'
PARCEL 4	17,587'
PARCEL 5	10,500'
PARCEL 6	288'
PARCEL 7	24,846'
PARCEL 8	11,249'
PARCEL 9	10,000'
TOTAL	194,200'

VI.

APPROVED FOR THE BOARD OF SUPERVISORS
 DESIGN BY
 DATE

RECORDS
 DATE
 11/10/61

BOARD
 DATE
 11/10/61

APPROVED
 OFFICE
 DATE

HEREBY DEDICATED PUBLIC ACCESS EASEMENT

HEREBY DEDICATED FOR PUBLIC PURPOSES 15,700'

WOODBURN MANOR APARTMENTS

ZINN INC.

TO STORM SEWER ESM'S



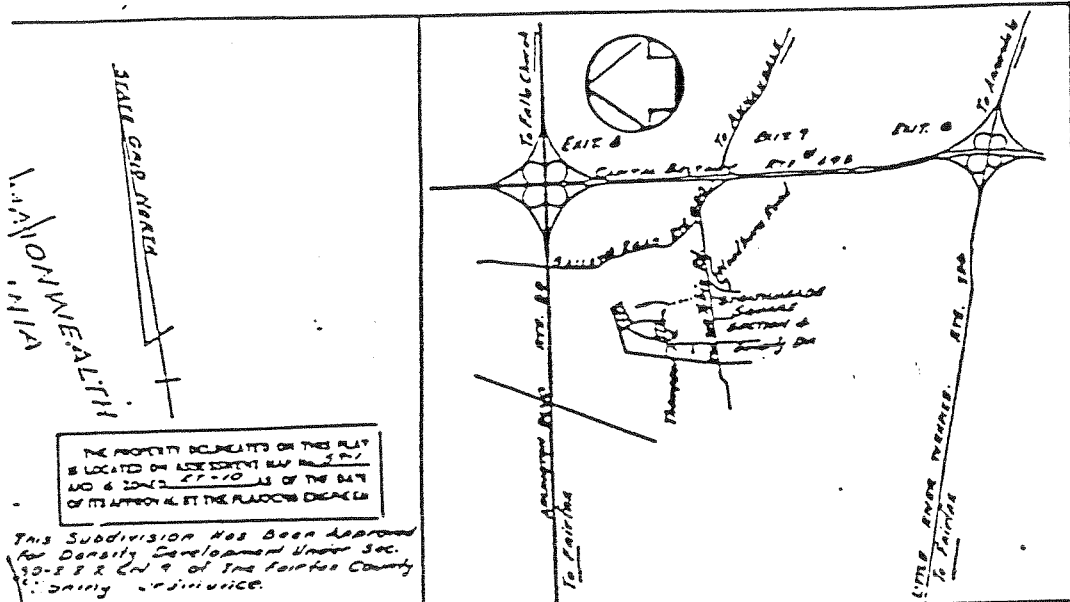
THMEADE SQUARE SECT. 2

AREA TABULATION

AVERAGE LOT SIZE	4,097'	
NUMBER OF LOTS	178,987'	2.960448 AC
AREA OF LOTS	128,987'	1.22
NO. LOTS PER ACRE	88,099'	1.997180 AC
INCRS.-FORESB EASEMENT AREAS (FORM)	100,032'	2.408811 AC
OPEN SPACE (TOTAL)	49%	
PERCENTAGE OF OPEN SPACE	49%	
PERCENTAGE OF LOT COVERS	51%	
AREA DEDICATED FOR PUBLIC STREET PURPOSES	23,608'	0.082101 AC
TOTAL AREA	307,976'	7.000937 AC

REC
 BEING A RE:
 STRATHMEAD S:
 THE RIGHTS-OF-W:
 RUSSELL RD., AN.
STRATH.
 SECT
 PROVIE.
 FAIRFAX
 Scale: 1"=100'

URBAN ENG
 4030 LOC 4



THE PROPERTY BENEFITS OF THIS PLAT IS LOCATED ON ADEQUENT WAY RULING NO. 6 DATED 11-10-69 AS OF THE DATE OF ITS APPROVAL BY THE PLANNING COMMISSION

This Subdivision Has Been Approved For Density Development Under Sec. 33-5 B & C of The Fairfax County Zoning Ordinance.

VICINITY MAP
Scale: 1:2000

PARCEL	Y	22,710 ⁶
PARCEL	Y	2,791 ⁶
PARCEL	Y	44,271 ⁶
PARCEL	Y	12,887 ⁶
PARCEL	Y	10,920 ⁶
PARCEL	Y	20,868 ⁶
PARCEL	Y	20,868 ⁶
PARCEL	Y	11,249 ⁶
PARCEL	Y	20,909 ⁶
TOTAL		184,267 ⁶

APPROVED
COUNTY OF FAIRFAX
DIVISION OF
PLANNING & ZONING
BY James C. Carter
DEC. 11. 1969

FINAL PLAT
RECOMMENDED FOR APPROVAL
FAIRFAX COUNTY
DIRECTOR OF COUNTY PLANNING
11/10/69
APPROVED FOR
BOARD OF SUPERVISORS
FAIRFAX COUNTY, VIRGINIA
APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD WITHIN 90 DAYS AFTER DATE THEREOF.



1,000 ⁶	
178,000 ⁶	2,900446 AC
2,000 ⁶	1.997180 AC
3,000 ⁶	5.408811 AD
40%	
55%	
27,888 ⁶	0.08201 AC
80,878 ⁶	7.000987 AC

RECORD PLAT
BEING A RESUBDIVISION OF
STRATHMEADE SPRINGS LOTS 14, 15, 16, 17, 18, 19, 20, 21, 22 &
THE RIGHTS-OF-WAY OF KROGER RD., LACT RD.,
RUSSELL RD., AND PARTS OF BEVELLY DR. & STRATHMEADE CR.
STRATHMEADE SQUARE
SECTION FOUR
PROVIDENCE DISTRICT
FAIRFAX COUNTY, VIRGINIA
Scale: 1:100
URBAN ENGINEERING & ASSOC.
4030 Lee Highway, Arlington, Virginia.

Sheet 1 of 2

Bylaws

BYLAWS

ARTICLE I—NAME AND LOCATION

The name of the corporation is Strathmeade Square Community Association., Inc., hereinafter referred to as the “Association.” Meetings of the Association and its Board of Directors may be held at such places within the State of Virginia, County of Fairfax as may be designated by the Board of Directors.

ARTICLE II—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 described in the Declaration of Covenants, Conditions and Restrictions, 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 Owners .

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. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the 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.

Section 6. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions as amended on April 17, 1982, and as recorded among the Land Records of Fairfax County, Virginia, in Deed Book 5661, Page 1238.

Section 7. “Eligible Owner” shall mean and refer to an Owner who is current in the payment of his or her financial obligations to the Association and who is not in violation of the Governing Documents of the Association and the list of Eligible Owners for purposes of voting and meeting participation shall be determined at the time the notice of such meeting is prepared and, for all other purposes, at such time(s) as determined to be reasonable by the Board.

Section 8. “Governing Documents” shall mean and refer to the Declaration, Articles of Incorporation, Bylaws and rules and regulations of the Association.

Section 9. “Act” shall refer to the Virginia Property Owners’ Association Act.

ARTICLE III-MEMBERSHIP

Section 1. 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.

Section 2. Suspension of Membership. During any period in which an Owner shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such Owner (and the Owner's family, tenants, licensees and invitees) may be suspended by the Board of Directors until such assessment and related expenses have been paid. Should an Owner otherwise violate the Governing Documents, such Owner's voting rights and right to use of the recreational facilities may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days.

ARTICLE IV-PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each Owner, and the members of his or her family residing in the Owner's home, shall be entitled to the use and enjoyment of the Common Area and facilities. An Owner may delegate his right of use and enjoyment to tenants (or, as the case may be, subtenants) and contract purchasers (if such tenants, subtenants or contract purchasers reside on the property), but in that event the Owner shall not retain his right as an Owner to the use and enjoyment of the Common Area and facilities during the period in which that right is delegated to another. The right of use and enjoyment of the Common Area and facilities shall extend to family members, residing in the same household, of the Owner or other person who holds that right pursuant to this section. The rights and privileges of delegates, and family members of Owners or delegates, are subject to suspension to the same extent as the rights and privileges of Owners.

Section 2. Section 1(b) of Article IV of the Declaration gives the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area. However, this right shall be exercised as to Owners only upon written approval of two-thirds ($\frac{2}{3}$) of the entire membership.

Section 3. When household pets are walked on Common Areas and streets they must be controlled by a leash in accordance with Fairfax County, Virginia, leash ordinance. The Association gives its approval to the Animal Warden of Fairfax County, Virginia, to enforce the Fairfax County Leash Laws and other related animal control laws on the private property of the Association.

Section 4. The Board of Directors is authorized to specify and mark "no parking" areas within and at the entrances to the community's courts and to otherwise regulate vehicular parking on the Common Areas. Notices may be posted on vehicles in violation hereof. If a vehicle has received two (2) such postings within a twelve month period, the Board is

authorized to effect removal of the vehicle by any legal means at its disposal, including towing, after notice and an opportunity to be heard is provided to the responsible Owner (except when a vehicle represents a safety threat in which case removal may be immediate).

Section 5. Names, Addresses and Telephone Numbers of Owners, Tenants and Rental Agents. All Owners shall provide the Association and/or its Managing Agent with their names, addresses, and home telephone numbers. If an Owner rents his or her home within the Association, the Owner shall promptly provide the name(s) and home telephone numbers of all of the tenants to the Association and/or the Association's Managing Agent. If applicable, Owners will provide the name, address and telephone number of agents responsible for managing a rental Lot. This information will be used only for bona-fide Association business.

ARTICLE V—BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who shall be Owners (however, in no event shall more than one Owner (e.g., the spouse of a director) of the same Lot serve on the Board simultaneously).

Section 2. Election. At each annual meeting the Owners shall elect three (3) directors for a term of three years. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board (even if such remaining Board members constitute less than a quorum) and shall serve until the next general meeting of the owners at which time a director will be elected to fulfill the balance of the term of the director position filled by the appointed director. Each director's term shall commence at the conclusion of the annual meeting at which elected, and shall end at the conclusion of the annual meeting at which their term expires, or until a successor is elected.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Owners of the Association. Directors may be removed with or without cause by the Owners. Owners seeking removal of a director must first petition the Board of Directors. Upon receipt of a petition signed by Owners representing a minimum of fifteen percent (15%) of the Eligible Owners, the Board of Directors shall convene a meeting of the Association for the purpose of voting on the removal within 45 days. The petition shall be sent to all Owners with the notice of the special meeting. Any Director whose removal has been proposed shall have the opportunity to be heard at the special meeting prior to the vote on his or her removal. A majority vote of those present, in person or by proxy, at the Special Meeting shall be required to remove a director provided such action requires the approval of a minimum of 25% of the total number of Eligible Owners in the Association. A vote to remove any director shall also include removal from any office on the Board of Directors. Notwithstanding the foregoing, directors will be deemed to have automatically resigned if they fail to maintain their Eligible Owner status (i.e., the director's account has been turned over to legal counsel for collection) or if they have failed to attend three (3) consecutive Board meetings; provided, however, a majority of the remaining directors must agree to accept such resignation.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties with the majority approval of the remaining Board members.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors, and will be recorded by the secretary in the minutes of the next meeting of the Board of Directors following the action taken. Should action become necessary between meetings due to emergencies or otherwise, or if an otherwise valid Board action is threatened due to procedural issues, such action may be ratified and confirmed at any validly called and noticed meeting of the Board

Section 6. Liability and Indemnification of Officers, Appointed Committee Members and Directors. The Association shall indemnify every officer and director of the Association and any member specifically appointed to any Committee by the Board with such appointment being reflected in the Board minutes (defined for purposes of this section only, as “Volunteer(s)”) against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Volunteer in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Board of Directors of the Association) to which he or she may be a party by reason of being or having been a Volunteer whether or not such person is a Volunteer at the time such expenses are incurred. A Volunteer shall not be liable to the Owners of the Association for any mistake of judgment, through negligence or otherwise, except for their own individual willful misconduct or bad faith. A Volunteer shall have no personal liability with respect to any act, omission, contract or other commitment made by them in good faith, on behalf of the Association (except to the extent that such Volunteer may also be a member of the Association) and the Association shall defend, indemnify and forever hold each such Volunteer free and harmless against any and all liabilities to others on account of any such act, omission, contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Volunteer, or former Volunteer, may be entitled.

ARTICLE VI—MEETINGS OF DIRECTORS

Section 1. Regular Meetings/Executive Sessions. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board; provided that such meeting shall be held at least quarterly during the fiscal year. Should said meeting fall upon a legal holiday, then that meeting shall be held at a time and day agreed to by a simple majority of the members of the Board. The regular meetings of the Board of Directors shall be open to all Owners; however, the Board may vote to convene in executive session for the discussion of any matter specified in the Act. Such executive session discussion matters currently include the following:

- a. personnel matters;
- b. consultation with legal counsel;
- c. contract issues;
- d. pending or probable litigation;

- e. matters involving violations of the Governing Documents for which an Owner, his family members, tenants, guests or other invitees are responsible; and
- f. the personal liability of Owners to the association.

A vote to enter executive session must be made in an open meeting and shall generally describe the purpose of the executive session and such vote shall be reflected in the open meeting minutes. While the Board is entitled to discuss matters in executive session, any formal vote or Board action must be made after re-convening in an open meeting unless such disclosure would violate the law.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than one (1) day notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Notice.

- a. To Directors: Notice of meetings shall be given to each Director personally or by mail, telegraph, telecopy, e-mail or telephone, orally or in writing, at least three (3) business days prior to the date named for such meeting in the case of regular meetings and at least one (1) day before any special or emergency meeting. Such notice shall state the place, date and time, and in the case of special meetings, the purpose thereof.
- b. To Owners: To the extent required by the Act, notice shall also be posted or otherwise published in such a manner reasonably expected to notify a majority of the Owners of the Association of the place, date and time of meetings of the Board of Directors. Such notice shall include publication in the Association's newsletter of a schedule of regular meetings of the Board or posting within the community. In the event of any emergency meeting, notice of such meetings shall be delivered in writing. Unless otherwise exempt as relating to an executive session, at least one copy of all agenda packets and materials furnished to members of the Association's Board of Directors for a meeting shall be made available for inspection by the membership of the Association at the same time such documents are furnished to the members of the Board of Directors.

Section 5. Waiver of Notice. Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver will be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice of the time, place and purpose of such meeting, unless the director attends for the purpose of objecting to the transaction of any business on the grounds that the meeting was

not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or, in the case of a special meeting, at or prior to consideration of the matter subject to objection.

Section 6. Conduct of Meetings. The President shall preside over meetings of the Board of Directors and the Secretary shall keep the minutes of the meetings which shall reflect the votes or decisions made at such meetings.

ARTICLE VII-NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall, provided sufficient volunteers can be assembled in the discretion of the Board, be made by a Nominating Committee in accordance with guidelines established by the Board. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it deems appropriate but shall endeavor to see that there is at least one candidate for each vacancy to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Owners or their proxies may cast, in respect to each vacancy, one vote per Lot owned. The persons receiving the largest number of votes (e.g., a plurality) shall be elected with the longer terms going to the candidates receiving the greatest number of votes. Cumulative voting is not permitted. If the number of new Directors elected is insufficient to fill all Board positions, then any remaining vacancies will be deemed to have resulted from resignations.

ARTICLE VIII-POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers and Duties of the Board of Directors. The business and affairs of the Association shall be managed by the Board of Directors elected in accordance with the procedures and for the terms of office set forth herein. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts as are not required by the Act and the Governing Documents to be exercised and done by the Owners.

Section 2. Powers. The Board of Directors shall have power to:

- a. adopt and publish rules and regulations governing the use, maintenance and upkeep of the Common Area and Properties, and the personal conduct of the Owners and their guests thereon, and to establish enforcement mechanisms (including those mechanisms set forth in the Act) for addressing the infractions thereof;
- b. exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Governing Documents;

- c. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- d. employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties;
- e. defend, contest and/or settle all claims the Association may have against any party or parties, or any claims any party or parties may have against the Association, in the manner that in its judgment, is in the best interests of the Association; and
- f. impose a late charge not to exceed 15% of the monthly assessment amount for every assessment not received by the thirtieth day after it is due as established by the Board from time to time at the Board's discretion. If assessments are collected on a monthly basis, the Board shall have the power to assess the late charge for each month where an overdue balance remains on the account.
- g. adopt and amend any reasonable Rules and Regulations not inconsistent with the Governing Documents.
- h. Borrow money on behalf of the Association in accordance with the Articles; The Board of Directors, by vote of two-thirds of the total number of directors, shall have the right and power to assign and pledge all revenues to be received by the Association, including, but not limited to Annual and Special Assessments, in order to secure repayment of any sums borrowed by the Association from time to time.
- i. Grant, relocate or terminate easements, rights of way or licenses over and through the Common Areas.

Section 3. Duties. It shall be the duty of the Board of Directors to:

- a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the Owners or at any special meeting; when such statement is requested in writing by one-fourth ($\frac{1}{4}$) of the Eligible Owners;
- b. supervise all officers, agents and employees of this Association. and to see that their duties are properly performed;
- c. as more fully provided herein in Article XII, Section 7, and in the Declaration to fix and collect the amount of the annual and special assessments and related fees and expenses against each Lot;
- d. issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A

reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- e. procure and maintain adequate liability, including directors and officers coverage, and hazard insurance on property owned by the Association and adjust and settle all claims relating thereto including responsibility for any deductibles associated with a claim which was caused in whole or part by the negligent or careless acts of an Owner(s);
- f. cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- g. cause the Common Area to be maintained; and
- h. cause the exterior of the dwellings to be maintained as provided in the Declaration.

Section 4. Conflicts of Interest. Each director or officer shall exercise such director's or officer's powers and duties in good faith and in the best interests of the Association. Any common or interested director or officer may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee which authorizes, approves or ratifies any contract or transaction. Whether the contract or transaction involving a director or officer with a conflict of interest is voidable shall be determined in accordance with Section 13.1-871 of the Virginia Code.

ARTICLE IX—COMMITTEES

Section 1. The Board shall, provided sufficient volunteers can be assembled in the discretion of the Board, appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws:

- a. Architectural Control Committee. This committee shall act in accordance with Article VII of the Declaration and, in addition, shall have the responsibility of carrying out the directives of the Board for maintaining, replacing and improving the gazebos, benches, railings fences and signage of the Common Area.
- b. Nominating Committee. This committee shall perform the function indicated in Article VII. Section 1, of these Bylaws. The Nominating Committee shall consist of three or more Owners of the Association, at least one of whom shall be a member of the Board of Directors.

Section 2. The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes such as:

- a. Recreation Committee. This committee shall be responsible for carrying out the directives of the Board for all matters relating to recreational facilities, including basketball and tennis courts and playground areas, programs and activities of the Association and, in particular, shall be responsible for recommending service bids for review by the Board and for monitoring the swimming pool management service contract.
- b. Maintenance Committee. This committee shall be responsible for carrying out the directives of the Board for the general maintenance, repair and improvement of all Common Areas including erosion areas, but other than trees, shrubbery, plants and flower beds, and in particular, for periodically recommending bids (for Board consideration) and the monitoring of trash and snow removal service contracts.
- c. Audit and Budget Committee. This committee shall assist the Board in the review of the annual statement of income and expenditures for the past fiscal year, prepare an operating budget for the next fiscal year and assist the Board in presenting both documents to the membership at the annual meeting. The treasurer shall be an ex officio member of the committee.
- d. Landscape Committee. This committee shall be responsible for carrying out the directives of the Board for common area trees, shrubbery, plants and flower beds and recommending bids for Board consideration as well as monitoring of turf maintenance contracts.

Section 3. It shall be the duty of each committee to:

- a. Keep the Board advised of matters within the committee's jurisdiction.
- b. Recommend contractors to the Board for performance of service for the community.
- c. Review bids and contracts for work to be performed under policies set by the Board of Directors.
- d. Submit annual budget requirements as requested by the Audit and Budget Committee.
- e. Assist the Board in publicizing committee matters to the membership.
- f. Receive complaints and correspondence from Owners on matters within the committee's jurisdiction and forward such complaints to the Board of Directors.
- g. Perform such other functions as the Board may assign.

ARTICLE X—MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual general meeting of the Association shall be held during the month of October of each year at a time and place specified and announced by the Board.

Section 2. Special Meetings. Special meetings of the Association may be called at any time by a majority of the Board of Directors, or upon written request of one fourth ($\frac{1}{4}$) of the entire membership. The Board shall draft the notice and set the date, time and place of such special meeting and no business, other than that stated in such notice, shall be transacted at such special meeting.

Section 3. Notice of Meetings. Written notice of each meeting of the Association shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days nor more than sixty (60) days before such meeting to each Owner entitled to vote thereat, addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Owners entitled to cast, or of proxies entitled to cast, one-tenth ($\frac{1}{10}$) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Governing Documents. A simple majority of those voting in person or by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Owners, except as otherwise provided for in the Governing Documents. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of the Association, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his Lot. The Board of Directors may prepare and require the use of an official proxy form with reasonable rules regarding how far in advance of a meeting such proxies must be submitted.

Section 6. Order of Business. Unless otherwise specified in the notice of meeting, the order of business at all meetings of the Association shall be as follows: (1) roll call (proof of quorum); 2) proof of notice of meeting; 3) adoption of minutes of preceding meeting; 4) reports of officers; 5) report of the Board of Directors; 6) reports of committees; 7) appointment of inspectors of election (when so required); 8) election of directors (when so required); 9) unfinished business; and 10) new business; provided, however, that balloting for election of directors may commence at any time at the direction of the presiding officer.

Section 7. Record Date to Determine Owners; List of Owners. The date and time for determining which persons are Owners and therefore entitled to vote ("Record Date") shall be the close of business on the third business day before the meeting, unless the Board of Directors shall determine otherwise.

Section 8. Multiple Person Owners. Since an Owner may be more than one person, the Association is entitled to accept the vote, proxy or ballot cast by less than all of the owners of a specific lot unless protest is made forthwith by any of the other Persons constituting such Owner to the person presiding over the meeting or being otherwise indicated to the Association prior to vote or the taking of the action.

Section 9. Manner of Voting.

- (a) At a Meeting. Voting by Owners at a meeting shall be by voice vote (except for the election of directors, which shall be by written ballot/proxy) unless the presiding officer determines otherwise or any Owner present at the meeting requests, and a majority of those Owners present in person or by proxy consent to a vote by written ballot indicating the name of the Owner voting, the number of votes appertaining to such Owner, and the name of the proxy of such ballot, if cast by proxy. There shall be no cumulative voting.
- (b) By Referendum. Notwithstanding anything to the contrary in these Bylaws, in the sole discretion of the Board of Directors, elections of directors or any other matter requiring a vote or the approval of the Owners, may be submitted to a referendum of the Owners by mailed ballot. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board of Directors shall determine the method of voting, the form of all ballots, the deadline for return of ballots and the number and location of polling places, if any.

ARTICLE XI—OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Owners.

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

- a. President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes not authorized for signature by the Treasurer.
- b. Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- c. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses; and shall perform such other duties as required by the Board.
- d. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed, by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association up to a dollar limit established by the Board of Directors; shall keep proper books of account; shall prepare the books of account, along with all supporting materials, for an annual presentation to and review by the Audit Committee of the Board of Directors at the completion of each fiscal year; and shall prepare an annual statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each of the Owners.

Section 9. Managing Agent. The managing agent may perform such duties of the Secretary or Treasurer and such other duties as entrusted to the managing agent by the Board.

ARTICLE XII-ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. By virtue of the Declaration, each Owner is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. 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 fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and 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 Assessments.

- a. The Board of Directors may set the annual assessment effective February 1 of each year without a vote of the membership in conformance with the rise, if any, of the CPI-U, All Urban Consumers Index, All Items, of the Consumer Price Index (published by the U.S. Department of Labor,) for the preceding month of July. The maximum increase allowable under this procedure is computed by dividing the Consumer Price Index rating for the latest month of July by that of July of the preceding year. This adjustment percentage, if in excess of 100 percentum, is multiplied by the current assessment to obtain the maximum assessment for the subsequent year
- b. 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 Owners 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 Owners not less than thirty (30) days nor more than sixty (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 or the Act, 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 Owners 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 Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate. 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 and 4. At the first meetings called as provided in Sections 3 and 4 hereof, the presence at the meeting of Owners 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 Owners 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.

Section 8. Effect of Non-Payment 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 the rate of twelve percent (12%) per annum, and the Association may file a lien against the Lot 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 nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed 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 first deed of trust, pursuant to a decree of foreclosure under such 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 or Owner from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created therein: (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

nonprofit 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 XIII—BOOKS AND RECORDS

Section 1. Maintenance. The Association shall keep books and records as required by the Act and Section 13.1-932 of the Virginia Code, or as otherwise required by law. The Association shall keep records of: (1) the Governing Documents; (2) its actions (board resolutions, meeting minutes, etc.); and (3) its financial affairs (receipts and expenditures affecting the finances, operation and administration of the Association, budget, financial statements, etc.). All books and records shall be kept in accordance with generally accepted accounting principals, and the same shall be reviewed annually by an accountant, or shall be audited upon the request of twenty-five (25%) percent of the Owners, at the request of the majority of the Mortgagees, or upon the determination of the Board of Directors. Any audit or review shall be performed by a certified public accountant retained by the Board who shall not be an Owner, an occupant of a Lot, the managing agent or an employee of the managing agent. The cost of such review or audit shall be a common expense. The Association shall also file and maintain the annual reports required to be filed with the Virginia State Corporation Commission by Section 13.1-936 of the Virginia Code, the Act and as otherwise required by law.

Section 2. Availability. The books and records of the Association shall be available for examination by the Eligible Owners and Mortgagees during regular business hours on business days at the times and in the manner established by the Board of Directors for the general knowledge of the Owners in accordance with Section 13.1-933 of the Virginia Code, the Act, or as otherwise required by law. The Board of Directors may fix, from time to time, a reasonable charge to cover the costs of providing any books and records prior to providing copies of the same and to impose charges for staff resources expended in association with extraordinary examination requests.

ARTICLE XIV—CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Strathmeade Square Community Association, Inc.

ARTICLE XV—AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Owners, by a vote of a majority of a quorum of Eligible Owners present in person or by proxy at which a quorum is present.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Bylaws shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVI-CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, Etc. All checks, drafts, or orders for payment of money, notes, or other evidence of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or device for the general purposes or for any special purpose of the Association.

ARTICLE XVII-MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of February and end on the 31st day of January of every year.

Section 2. Enforcement of Covenants: Legal Fees. In any proceeding arising out of any alleged breach of the Governing Documents, or in the event of breach of any provision, by an Owner of the Association or by any other person, the Association shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

Section 3. Arbitration. In any dispute arising between an Owner and the Association as represented by the Board of Directors (other than a dispute regarding assessments), the resolution of which may, in the judgement of the Board, involve significant costs to the Association, the Board may vote to mandate the use of arbitration for both the Association and involved Owners. The parties will submit the matter to binding arbitration pursuant to the commercial rules of the American Arbitration Association.

Parking

STRATHMEADE SQUARE COMMUNITY ASSOCIATION
POLICY RESOLUTION NO. 2008-03
PARKING MOTORCYCLES IN ASSIGNED SPACES

WHEREAS, Article VIII, Section 2(a), of the Bylaws provide the Board of Directors with the power to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; and

WHEREAS, the Board of Directors has power the regulate the parking of motor vehicles on the Common Area, including Common Area parking spaces; and

WHEREAS, the Board has determined that it is in the best interest of the Association to allow parking of a motorcycle in addition to a larger vehicle in an assigned space if certain conditions are met,

NOW, THEREFORE, BE IT RESOLVED THAT the following rules amend and are in addition to the parking rules of the Association previously adopted as Policy Resolution No. 04-01.

- I. Notwithstanding the provisions of Section I, Paragraph K, Subparagraph 1 of Policy Resolution No. 04-01, a motorcycle may be parked in an assigned space with another vehicle, provided that:
 - A. The motorcyle is parked next to the curb and parallel to it;
 - B. The motorcycle does not extend past the white painted lines defining the parking space;
 - C. The second vehicle does not protrude into the traffic way by extending past the ends of the white line or lines, perpendicular to the curb, that define the parking space;
- II. Notwithstanding the provisions of Section I, Paragraph K, Subparagraph 1 of Policy Resolution No. 04-01, two motorcycles may be parked in an assigned space side-by-side, perpendicular to the curb, as long as the distance between the outer edges of the motorcycles does not exceed 85 percent of the width of the parking space, measured inside the painted white lines, perpendicular to the curb, that define the parking space, or as measured from the inside of a painted line and the curb, if a curb bounds one side as well as one end of the parking space.

Resolution adopted and approved by the Board of Directors of the Strathmeade Square Community Association this 19th day of August, 2008.

STRATHMEADE SQUARE COMMUNITY ASSOCIATION

BY 
Albert C.E. Parker, President

STRATHMEADE SQUARE COMMUNITY ASSOCIATION
C/O SEQUOIA MANAGEMENT COMPANY ♦ 13998 PARKEAST CIRCLE ♦ CHANTILLY, VA ♦ 20151
PHONE: (703)803-9641 ♦ FAX: (703)968-0936

January 13, 2005

Dear Strathmeade Homeowners:

Enclosed with this letter you will find the revised parking policy and your new parking permits. In our efforts to have a consistent and fair parking policy, please take a few moments to review the parking guidelines. Some of the more significant points are outlined below.

- 1) Each home is allocated one assigned parking space. This is your space to park in as you wish. You are also allowed, under community policy, to have a car towed from this spot at the owner's expense. The number for our towing service is always printed in the SSCAN and can be found on the website at www.strathmeade-square.org.
- 2) Each home is assigned one non-transferable parking permit. You may not give your permit to your neighbor to use if you only have one car.
- 3) The parking permit is only to be used in the homeowner's court. The permits are assigned by number and each numbered range is assigned to a specific court. Do not use your permit to park in another court.
- 4) At no time can you have more than two cars parked in your court, one in your assigned space, and one in a permit space.

The intent behind the parking rules is to allow for all community members to have an equal footing when it comes to parking. We all have a responsibility to abide by the guidelines that govern our community. Your cooperation with these regulations is greatly appreciated and will also help to keep our community a great place to live.

Thank you!



Henrik McVoy
President
Strathmeade Square Community Association
cc: Board of Directors

**STRATHMEADE SQUARE HOMEOWNERS ASSOCIATION
POLICY RESOLUTION NO. 04-01
PARKING**

WHEREAS, Article VIII, Section 2(a), of the Bylaws provides that the Board of Directors with the power to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; and

WHEREAS, the Board has the power to regulate the parking of motor vehicles on the Common Area, including Common Area parking spaces; and

WHEREAS, the Board has determined that it is in the best interest of the Association to promulgate rules regulating parking on the Common Areas.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules are adopted with respect to parking on the common area.

I. DEFINITIONS

A. Approved Vehicles

1. Conventional Vehicles. Any private, conventional, passenger car, motorcycle, truck, or van of less than 7,500 pounds gross weight and not specifically excluded elsewhere in this Resolution.

B. Unapproved Vehicles

1. No commercial truck, commercial bus, or other commercial vehicle of any kind may be kept or parked upon any portion of the Common Area. Commercial vehicles of contractors under hire and actually performing work in or at a residence may be temporarily parked in the reserved space of the resident, or in a permit space if a permit is displayed.

a. Commercial Vehicle. The Board shall use the following criteria to determine whether a vehicle is for commercial use:

(i) Any vehicle that is included in the commercial vehicle definition in the Fairfax County Zoning ordinance; and

(ii) Any vehicle with a gross weight of 7,500 pounds or more, or any vehicle which extends beyond the length of the parking space and/or exceeds 85% of the width of the parking space. The parking space is defined as the area from the curb to the end of the separator lines and between two separator lines measured from the inside of the two lines.

(iii) Any "for hire" vehicle or vehicle that has commercial signs, lettering, advertising and/or commercial equipment visible from or on the exterior. Commercial ladders or interior equipment such as supplies, propane, pesticide, fuel tanks, cabling, unsecured tools or supplies indicative of commercial use or a threat to the Association's aesthetic appearance.

b. Recreational Vehicles. No recreation vehicles other than automobiles may be kept or parked upon any portion of the Common Area.

- c. Inoperative Vehicles. Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle or which is partially or totally disassembled by the removal of tires, wheels, engine, or other essential parts required for legal operation of the vehicle.
- d. Unregistered Vehicles. Any vehicle that does not have current license plates and a valid State inspection sticker or a current County sticker visibly displayed.
- e. Other Equipment and Machinery. Any agricultural, industrial, construction or similar machinery or equipment.
- f. Other. Any vehicle not falling into one of the above categories shall be permitted or prohibited by the Board of Directors on a case-by-case basis.

C. Authorized Parking Spaces

- 1. Authorized parking spaces are defined as areas clearly marked on each court by white lines and designated by either a "permit" designation or a specific house number on the curb at the curbside of the parking space unless covered by I.C.2 below.
- 2. Certain courts like Glastonbury, Contessa, and Webley allow parking along certain curbs or around the court islands. These parking spaces are discernable because they are NOT marked as no parking zones and the curb is unpainted. These curbside parking spaces are considered permit spots for the purposes of enforcing the Strathmeade Square Parking regulations.

II. RULES AND REGULATIONS

- A. Use of Parking Areas. Parking areas shall be used solely for the parking of approved vehicles as defined herein. Vehicles may be parked only in designated parking spaces and areas. All other vehicles are prohibited except when picking up or delivering passengers or merchandise or during the performance of work or services at the location, or as otherwise proved herein.
- B. Commercial Vehicles. No commercial vehicles as defined in Section I.B.1.a. shall be kept or parked overnight in any portion of the Common Area.
- C. Inoperative Vehicles. Any vehicles defined in Section I.B.3. are prohibited from the Common Areas at all times.
- D. Unregistered Vehicles. Any unregistered vehicles as defined in Section I.B.4. are prohibited from the Common Areas at all times.
- E. Other Equipment and Machinery. Other equipment and machinery as defined in Section I.B.E. are prohibited from the Common Areas at all times.
- F. Nuisance Vehicles. Any vehicles that are a hazard or nuisance of noise, exhaust emission, fluid emission, appearance or otherwise, or are operated in a manner that disturbs residents are prohibited from the Common Areas at all times.
- G. Unsafe Vehicles. Vehicles may not be parked or stored unattended in a hazardous condition, including, but not limited to, vehicles on jacks or blocks. Tires supporting vehicles on Common Areas must be inflated at all times to within 10 psi of the manufacturer's recommended pressure so that they can be moved in the event of an emergency. Any vehicle that presents a safety threat is subject to immediate towing without notice.

H. Fire Lanes. Parking in areas designated as fire lanes is prohibited. The Association may give Fairfax County Police the authority to act on fire lane violations on Association property and reserves its own power to initiate an immediate towing of any vehicle parked in violation of any fire lane without notice.

I. Handicapped and No Parking Areas. No vehicle other than a vehicle clearly indicated as operated by or for a handicapped person may be parked in any space reserved for handicapped parking. All vehicles must comply with "No Parking" areas as posted or designated by a yellow curb.

J. Repairs. Major repairs or maintenance to vehicles, painting of vehicles, or the drainage of automobile fluids is not permitted in Common Areas.

K. Operator's Responsibilities.

1. Vehicles shall only be parked in authorized parking spaces on the Common Area parking lots. Only one (1) vehicle shall be parked in each space.
2. Vehicles shall not be parked in fire lanes, occupy more than one parking space, impede the normal flow of traffic, block any sidewalk, mailbox, or prevent ingress and egress of any other vehicle to adjacent parking spaces or the open roadway.
3. Vehicles parked in the parking lot spaces must be positioned parallel to the separator lines so that no portion of the vehicle extends over the lines designating the individual parking space.
4. No vehicle shall be parked perpendicular to marked parking spaces.
5. The operation of licensed vehicles in the common areas shall be restricted to paved roadways only.
6. No person shall operate a motorized vehicle on Association property without a proper operating license.
7. No motor vehicle shall be driven in a manner that is contrary to any posted speed or directional signs.
8. No motor vehicle shall be parked in such a manner so as to block any portion of the sidewalk or street.
9. Vehicles parked in a permit parking space must display a valid parking permit.

L. Owner's Responsibilities. All owners are responsible to ensure that their family members, employees, visitors, guests, tenants, and agents observe and comply with all rules and regulations as may be adopted by the Board.

M. Exceptions. Any owner who wishes to be exempt from any of these rules may submit a written request for a variance to the Board of Directors for review. If the Board finds that (a) the intent and purpose of the rules are not served when applied to the particular facts and circumstances, and (b) enforcement imposes an unfair burden on the owner, it may grant the variance. No variance shall be effective until the Board approves a written instrument citing the reasons for the variance. Variance shall be filed among the records of the Association.

III. PARKING PERMITS

- A. Parking permits shall be issued to homeowners by the Board or its designated management company.
- B. Permits must be displayed by hanging from the rearview mirror, or by taping to the inside, lower left front windshield.
- C. Permits may be used on vehicles that are owned, leased, or rented by a homeowner, tenant, or guest. Permits may also be used on vehicles assigned by an employer to a homeowner, tenant or guest and on vehicles of individuals or companies actually performing work a time at a residence.
- D. Permits may not be transferred in any way that would effectively shift the benefits of their use from the residents of one townhouse to another.
- E. Permits may only be used in the court for which it is issued. In the case of residents of Thompson Road East, residents may use the permit spaces on Contessa Court.
- F. Permits must be displayed on all vehicles parked around center court areas ("islands").
- G. Homeowners shall be responsible for the cost for replacement of a lost permit. The current cost shall be \$10, but may be changed the Board's discretion.

IV. ENFORCEMENT

- A. Vehicle Removal. The Board of Directors and its designees shall have the authority to have any vehicle not in compliance with the provisions of this Resolution removed from the common parking areas after the second citation. The vehicle owner will have five days after the issuance of the second parking ticket to contact the management company and schedule a hearing to contest the citations. If no contact is made within the five days, the vehicle will be subject to immediate towing, without notice upon the next or continued violation. All costs and risks of towing and impoundment shall be the sole responsibility of the vehicle's owner.
- B. Removal by Residents. Residents may tow only unauthorized vehicles from their reserved space. Residents are not authorized to tow from any other reserved space, permit space, or any other portion of the Common Area. Residents who initiate towing must make all arrangements with the tow company and assume all liability for wrongful towing.
- C. Violations Subject to Immediate Removal by Board. Any vehicle (a) parked within fifteen (15) feet of a fire hydrant or in a designated fire lane, (b) occupying more than one (1) parking space, (c) perpendicular to the marked parking space or on a grassy area or sidewalk, (d) impeding access to sidewalk ramps or mailboxes, or (e) constituting a safety hazard shall be subject to immediate removal without notification.
- D. Notice of Violation. The owner of any vehicle not in compliance with the rules and regulations of Section II of this Resolution shall be notified of the violation by the posting of a notice on the vehicle. If the vehicle is not brought into compliance within the time frame specified in the notice and no hearing has been requested by the vehicle owner within the five days of the second notice, it will be subject to removal by towing. A record of all notices will be entered into the Association's records.
- E. Subsequent violations committed within any consecutive twelve-month period shall subject the violating vehicle to immediate towing without notification.

F. Any vehicle parked in an area designated and identified by the Board, as a "no parking" area shall receive a notice of violation. Notices for such violations may be posted at no less than seven day intervals. If a vehicle has been posted twice within a calendar year, it is subject to removal by towing. (See Article IV, Section 4 of the Bylaws).

G. The Association reserves the right to exercise all other power and remedies provided by the Association's governing documents or the laws of Virginia and Fairfax County.

H. This Resolution may be enforced by imposition of monetary charges and suspension of membership privileges and services pursuant to the Virginia Property Owners' Association Act. Parking privileges may be suspended if a homeowner becomes delinquent in payment of any assessment, or is otherwise deemed not in good standing by the Board.

V. ATTORNEYS' FEES, LIABILITIES

A. Owner Responsibilities. Owner shall be responsible for all expenses and/or attorneys' fees incurred by the Association in enforcing the provisions of the Resolution.

B. Liability.


1. The Association assumes no responsibility for any damage to any vehicle parked or operated on "Association property."

2. Owners shall be held liable for any expenses incurred by the Association as a result of any damage done to the Common Areas by the use, repair, or maintenance of their vehicle, or as a result of negligence, whether on the part of the owner, his family, tenants, guests, or agents.

C. Validation of Resolution. If any clauses, phrase, provision, or portion of this Resolution is invalid or unenforceable under applicable law, such condition shall not affect, impair, or render invalid or unenforceable any other part of this Resolution.

Resolution adopted and approved by the Board of Directors of the Strathmeade Square Homeowners Association this 16th day of November, 2004.

STRATHMEADE SQUARE HOMEOWNERS
ASSOCIATION



Henrik McVoy, President

STRATHMEADE SQUARE COMMUNITY ASSOCIATION
POLICY RESOLUTION NO. 2008-02
PARKING IN POOL HOUSE LOT

WHEREAS, Article VIII, Section 2(a), of the Bylaws provide the Board of Directors with the power to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; and

WHEREAS, the Board of Directors has power the regulate the parking of motor vehicles on the Common Area, including Common Area parking spaces; and

WHEREAS, the Board has determined that it is in the best interest of the Association to allow members to park overnight in the parking lot in front of the Association's pool house,

NOW, THEREFORE, BE IT RESOLVED THAT the following rules amend and are in addition to the parking rules of the Association previously adopted as Policy Resolution No. 04-01.

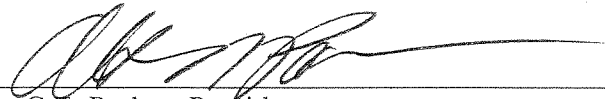
- I. A vehicle, may be parked in any space in the parking lot in front of or immediately north of the Association's pool house (hereafter, the "pool house lot"), provided that:
 - A. The vehicle is an "approved vehicle" as defined in Section I, Paragraph A of Policy Resolution No. 04-01, to wit, "Any private, conventional passenger car, motorcycle, truck or van of less than 7,500 pounds gross weight and not specifically excluded elsewhere in" Policy Resolution No. 04-01;
 - B. A valid permit, issued by the association to allow one vehicle to be parked in any unreserved space on the court on which a member's unit is located, is displayed in the vehicle as specified in Section III, Paragraph 2 of Policy Resolution No. 04-01;
 - C. No vehicle is parked in the pool house lot during the hours that the swimming pool is open for operation, or during a regularly scheduled meeting in the pool house of the Association, its Board of Directors, or any committee of the Association, that has been announced in the Association's newsletter, except for vehicles used for transportation to the pool or the meeting.
 - D. Notwithstanding the provisions of Paragraph C of this article, any vehicle displaying a valid Strathmeade Square parking permit may be parked in the pool house lot between the hours of 7 p.m. and 11 a.m.
- II. Any vehicle used for transportation to the pool house for the purposes of using the pool or attending a meeting or other even in the pool house may be parked in the pool house lot during the meeting, event, or use of the pool, at any time without displaying a parking permit issued by the Association or any other permit.

STRATHMEADE SQUARE COMMUNITY ASSOCIATION
POLICY RESOLUTION NO. 2008-02
PARKING IN POOL HOUSE LOT

- III. **Enforcement.** This resolution may be enforced by the Association in the same manner as provided in Section IV, Paragraph 1, of Policy Resolution No. 04-01, to wit, by the attachment of notices for the first and second offenses within 12 months, and by towing for a third offense within 12 months. After a second violation, the vehicle owner may request a hearing within 5 days. The vehicle then will not be towed until the hearing has been held. If no hearing request is received within 5 days, the vehicle may be towed at any time.

Resolution adopted and approved by the Board of Directors of the Strathmeade Square Community Association this 19th day of August, 2008.

STRATHMEADE SQUARE COMMUNITY ASSOCIATION

BY 

Albert C.E. Parker, President



Resolutions

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STRATHMEADE SQUARE COMMUNITY ASSOCIATION
POLICY RESOLUTION NO. 2008-01
STORAGE PODS AND DUMPSTERS

WHEREAS, Article VIII, Section 2(a), of the Bylaws provide the Board of Directors with the power to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; and

WHEREAS, the Board of Directors has power the regulate the parking of motor vehicles on the Common Area, including Common Area parking spaces; and

WHEREAS, the Board has determined that it is in the best interest of the Association to promulgate rules regulating the temporary placement of storage pods and dumpsters in the Common Area parking spaces,

NOW, THEREFORE, BE IT RESOLVED THAT the following rules amend and are in addition to the parking rules of the Association previously adopted as Policy Resolution No. 04-01.

- I. **Definitions.** For the purposes of this policy resolution, the following are hereby defined as “approved vehicles” in addition to the vehicles defined in Section I, Paragraph A of Policy Resolution No. 04-01:
 - A. **Pods.** Portable, fully enclosed containers designed for temporary storage of household goods, or for loading and removal to another location, also known as “Portable On Demand Storage” or “pods”;
 - B. **Dumpsters.** Open-topped containers designed for collection and removal of construction or other debris, known as “dumpsters.”
 - C. **Dimensions.** To be considered as an “approved vehicle,” a pod or dumpster must not exceed the following dimensions:
 1. The width of the pod or dumpster at its widest point must be no more than 85 percent of the width of the parking space in which it is placed, measuring inside the two painted lines bounding the space, or between one line and any concrete curbing bounding one side of the parking space. If the lines are not parallel, the pod or dumpster must not exceed 85 percent of the width of the space at its narrowest point.
 2. The length of the pod or dumpster at its longest point must not exceed the length of the parking space, measured from the curb to the end of the defining painted side lines.
 3. A pod may not be more than eight feet high at its highest point, measured from the pavement to the top surface.
 4. A dumpster may not be more than six feet high, measured from the pavement to the highest point on any edge.

STRATHMEADE SQUARE COMMUNITY ASSOCIATION
POLICY RESOLUTION NO. 2008-01
STORAGE PODS AND DUMPSTERS

- II. **Placement of Pods and Dumpsters.** A member may request permission to place or cause to be placed in the parking space assigned to his or her unit a single pod or a single dumpster for a period of up to seven days. The pod or dumpster must be placed entirely within the assigned parking space and may not overhang the adjacent sidewalk.
- III. **Application and Approval.** Members must apply for permission to place a pod or dumpster in an assigned parking space.
- A. The member must apply by letter or electronic mail to the managing agent or to the chairman of the Association's Parking Committee. The managing agent shall immediately transmit any application received to the chair of the Parking Committee.
 - B. The application need not be submitted on an official form, as long as it clearly contains the following information:
 - 1. The name and address of the member;
 - 2. Whether approval is being sought for a "storage pod" or a "dumpster";
 - 3. The dimensions of the pod or dumpster, specified as to overall length, overall width, and height, measuring height from the pavement to the highest point above the pavement;
 - 4. The proposed date of placement, which must be at least 30 days after the date the application is received by the managing agent or the chairman of the Parking Committee;
 - 5. The date on which the storage pod or dumpster will be removed from the common area.
 - 6. Reasons or justification for placement for a period greater than 7 days, or for exceeding the height and width limits.
 - C. If the application is not submitted by electronic mail, it must be typewritten or produced by an electronic word processor. Handwritten applications are not valid.
 - D. The Parking Committee shall approve or reject the application and notify the applicant within 30 days of the date the application was submitted to the Parking Committee chair or the managing agent. If no response is received from the Parking Committee within 30 days, placement is approved and the member may place the pod or dumpster on the date specified in the application and retain it until the removal date specified in the application.
 - E. The Parking Committee may approve a pod or dumpster that exceeds the height limit in Paragraph I.C.3, or the width limit in Paragraph I.C.1, but only if the applicant demonstrates unusual circumstances, such as an unusually narrow parking space or a need to store an item that will not fit in a pod that meets the height and length requirements. In no case may the pod exceed the narrowest width of the parking space in which it is placed, exceed the length of the parking space as measured by the white boundary line painted on the pavement, or overhang the sidewalk adjacent to the parking space. Demonstration of unusual circumstances is the responsibility of the applicant.
- IV. **Duration of Placement.** It is the policy of the Strathmeade Square Community Association that pods or dumpsters should not be put in place in an assigned parking space for a period of more than 7 days, and that no member should place more than one pod and one dumpster in his or her assigned parking space more than once in any period of 12 months.

STRATHMEADE SQUARE COMMUNITY ASSOCIATION
POLICY RESOLUTION NO. 2008-01
STORAGE PODS AND DUMPSTERS

- V. **Extended or Repeated Use.** The Parking Committee may grant permission to a member to place a pod or dumpster in an assigned parking space for more than 7 days or more than once in a period of 12 months. The Parking Committee should grant permission only for compelling special circumstances described specifically in the application. Such circumstances may include but are not limited to an extensive fire or other extensive damage to the unit that requires removal of more debris than can be accommodated within 7 days or with only one dumpster.
- VI. **Penalties.** In accord with Section 55-513, Paragraph B of the Virginia Property Owners' Association Act, the Board may assess penalties for violation of this regulation, as follows:
- A. For placement of a pod or dumpster without advance approval, \$10 per day from the day of placement until the day of removal, or \$50, whichever is greater;
 - B. For not removing the pod or dumpster within the approved time limit, \$10 per day from the first day after the expiration of the approval until the day of removal, or \$50, whichever is greater;
 - C. All penalties or fees levied under the provisions of paragraphs A and B of this section shall become an assessment on the lot to which they pertain. The Board of Directors may avail itself of all legal procedures for the collection of such assessments, including the placement of liens on the pertinent property and the filing and prosecution of lawsuits.
 - D. As required by Section 55-513.B, before levying an assessment as provided by Paragraphs A and B of this section, the Board, through its managing agent, will notify the member of the violation by certified mail. The Board will hold a hearing on the matter no earlier than 7 days after delivery of this notification. The date of the hearing will be included in the notification. At the hearing, the member will be provided an opportunity to present evidence that the violation did not occur, it was not the responsibility or action of the member, or that the assessment should not be levied for other reasons.
- VII. **Enforcement.** The Association's Parking Committee shall have jurisdiction to enforce this resolution. The Board of Directors may delegate approval of dumpsters and pods, and exceptions as stated in this resolution, solely to the chairperson of the Parking Committee.

Resolution adopted and approved by the Board of Directors of the Strathmeade Square Community Association this 16th day of September, 2008.

STRATHMEADE SQUARE COMMUNITY ASSOCIATION

BY 
Albert C.E. Parker, President

STRATHMEADE SQUARE COMMUNITY ASSOCIATION
POLICY RESOLUTION NO. 2008-04
TRASH AND GARBAGE DISPOSAL

WHEREAS, Article VIII, Section 2(a), of the Bylaws provide the Board of Directors with the power to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

WHEREAS, the health and good appearance of the community, and the resale value of units in the community, require limitation on the placement of trash and garbage on the Common Area; and

WHEREAS, the Board has determined that it is in the best interest of the Association to promulgate rules regulating the disposal of trash and garbage within the community,

NOW, THEREFORE, BE IT RESOLVED THAT the following rules are adopted with respect to trash and garbage disposal.

- I. **Types of Trash.** These regulations differentiate between three types of trash. Recycling specifications are those of Fairfax County.
 - A. **Recyclables.** Recyclable materials include paper, glass, metal, and plastic.
 1. Recyclable paper includes:
 - a. Newspapers, including comics and glossy inserts;
 - b. Mixed paper, including white and colored paper, office paper, telephone books, magazines, catalogues, softcover or paperback books, junk mail (including envelopes with clear windows), and non-waxed food boxes such as cookie and cereal boxes
 - c. Flattened boxboard and corrugated cardboard boxes
 - d. Shredded paper in paper bags that are stapled or taped shut.
 2. Recyclable paper does not include:
 - a. Plastic-coated items such as overnight shipping envelopes;
 - b. Large cardboard boxes;
 - c. Frozen food boxes;
 - d. Newspapers, paper, or boxes contaminated with food;
 - e. Waxed or coated paper, or foil.
 3. Recyclable glass includes clear, green and brown bottles and jars.
 - a. Lids and caps should be removed from glass for recycling.
 - b. Containers must be rinsed.
 - c. Labels and neck rings may be left on containers.
 4. Recyclable glass does not include:
 - a. Window glass;
 - b. Drinking glasses;
 - c. Ceramics, plates, and cookware;
 - d. Mirrors;
 - e. Light bulbs;

STRATHMEADE SQUARE COMMUNITY ASSOCIATION

POLICY RESOLUTION NO. 2008-04

TRASH AND GARBAGE DISPOSAL

- f. Chemical bottles;
 - g. Broken glass.
 - 5. Recyclable metal includes:
 - a. Aluminum and steel food and beverage cans;
 - b. Scrap metal, including foil, pie tins, trays, pots and pans, and small car parts;
 - c. Cans should be emptied, rinsed, and flattened;
 - d. Lids and labels may be left attached to cans.
 - 6. Recyclable metal does not include aerosol cans or paint cans.
 - 7. Recyclable plastic includes plastic bottles and jugs only. Recyclable plastic containers have a top or spout that is narrower than the body of the container. Containers should be rinsed, and lids and caps should be removed.
 - 8. Recyclable plastic does not include:
 - a. Styrofoam;
 - b. Butter and margarine tubs and yogurt cups;
 - c. Plastic trays and dishes;
 - d. Plastic bags and wraps;
 - e. Motor oil containers.
 - B. **Yard Waste** includes plant material created by outdoor yard maintenance, such as grass clippings, leaves, tree branches, and weeds. Similar material from indoor plants may be included in yard waste. Christmas trees are not included. Wood or lumber from fences and deck are construction or renovation debris, not yard waste.
 - C. **Household Trash** includes all other ordinary household waste that is not excluded from collection, such as waste paper not included with newspapers; food waste; bagged pet feces and cat litter; disposable diapers; discarded clothing and other textiles; discarded leather goods; and all other disposable items and materials. Most of the items specifically not included in recycling categories are household trash, except for paint cans, motor fluid containers, and vehicle tires and batteries.
- II. **Non-collectible items.** The following items are not ordinarily collected by the Association's trash contractor and must not be placed in the common area unless special arrangements have been made in advance for their collection. If no such arrangements have been made, or the trash collection contractor refuses to collect them, they must be taken to a proper disposal site outside the community by the owner.
- A. Vehicle tires and batteries;
 - B. Motor oil, hydraulic and transmission fluid, anti-freeze, and other vehicular fluids;
 - C. Refrigeration and heating equipment, including household refrigerators and freezers, ductwork, and blower units for central systems;
 - D. Large appliances such as stoves and ranges, ovens, dishwashers, and clothes washing machines and dryers;
 - E. Water heaters;
 - F. Sinks, lavatories, toilets, and shower enclosures;
 - G. Debris from construction and interior renovation;
 - H. Other large items such as carpets and carpet padding exceeding 30 square feet in area;
 - I. Oil-based paints, varnishes, lacquers, and solvents, including empty cans and bottles formerly containing these materials. Latex (water-based) paint and paint cans may be disposed of with household trash.

STRATHMEADE SQUARE COMMUNITY ASSOCIATION
POLICY RESOLUTION NO. 2008-04
TRASH AND GARBAGE DISPOSAL

- III. **Placement of Trash.** Trash or garbage being left for collection by the Association's trash contractor must be placed according to the type of trash.
- A. Ordinary household trash and garbage must be placed directly behind the rear fence of the unit in which the trash was generated, between the fence and the asphalt or gravel trail that passes behind the unit, or at the curb of Tobin Road, Thompson Road, or Beverly Drive. If the rear of the unit is adjacent to Tobin Road, Thompson Road, or Beverly Drive, and there is no asphalt or gravel path behind the unit, the trash must be placed at the curb of the public street directly behind the unit. In no case may trash be placed in front of a unit, in the front yard or at the curb on one of the courts in the Community, or anywhere else on the common area, except immediately behind a unit's rear fence.
 - B. Trash from one unit may not be placed behind the rear fence of a different unit.
 - C. Recyclables, yard waste, and Christmas trees must be placed at the curb of one of the public streets within the community: Tobin Road, Thompson Road, or Beverly Drive.
- IV. **Time of Placement.** The Board of Directors may by resolution designate the date and time at which trash may be placed for collection at the locations specified in Article III of this resolution. The Association's trash collection contractor may notify the Association of specific variations in the schedule because of holidays; such notices will be included in the Association's monthly newsletter and supersede the schedule specified herein. Until other action by the Board, trash for collection shall be put in the proper location after sunset or 7 p.m., whichever is earlier, on the day before it is scheduled for pickup. Until the Board agrees with a trash collection contractor on a different schedule and notifies the membership of the Association, the placement and pickup schedule shall be as follows:
- A. **Household trash** shall be placed in the proper location on Monday evening for collection on Tuesday and on Thursday evening for collection on Friday.
 - B. **Yard waste** shall be placed in the proper location on Tuesday evening for collection on Wednesday. Yard waste shall not be placed for collection during the months of January, February, and March, unless the membership is notified that it will be collected during those months. Yard waste must be placed with household trash during January, February, and March.
 - C. **Recyclables** shall be placed in the proper location on Thursday evening for collection on Friday.
 - D. **Christmas trees** shall be placed as designated by the trash collection contractor and communicated to the members before December 25 of each year.
- V. **Containers and Bundling.** Trash shall be placed in proper containers, or properly bundled, and not piled loose at collection points.
- A. **Household trash** shall be placed inside sturdy plastic bags closed properly by knotting the neck or securing the opening with a wire twist tie, knotted string, or comparable device. Properly bagged household trash may be placed in a covered or uncovered plastic or metal garbage or trash can.
 - B. **Yard waste** shall be placed in transparent plastic bags so that the nature of the contents is visible, or in paper leaf bags designated as such by printing on the outside. The bags shall be closed properly by knotting the neck or securing the opening with a wire twist

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TRASH AND GARBAGE DISPOSAL

tie, knotted string, or comparable device. Tree branches and similar waste shall be bundled in lengths of no more than four feet. The bundles shall be held together by string, twine, or wire.

C. Recyclables

1. Recyclables may be placed in plastic recycling bins provided by the trash collection contractor, or in transparent plastic bags so that the nature of their contents is visible. Unmixed recyclables in a recycling bin do not also have to be in a secured bag.
2. Newspapers may be bundled in paper bags or tied securely with string or twine. Each newspaper bundle must not exceed 20 pounds in weight.
3. Newspapers, glass items, metal items, and plastic items must be separated. Aluminum and steel food cans may be mixed together. Different types of items may be mixed in a single recycling bin if each type is in a different plastic or paper bag.

VI. Cleanup.

- A. Any uncollected trash, loose trash, or debris which has fallen from trash bags, cans, or other containers must be picked up by the responsible member or resident and placed in a proper bag or container, or in one of the public trash cans maintained by the Association on the common area. Uncollected trash, loose trash, or debris that is left behind by the Association's trash collection contractor must be retrieved by the original owner and retained for future disposal, or placed in one of the Association's public trash cans.
- B. If the trash collection contractor fails to collect trash or garbage put in the proper place and at the proper time by a member or resident, the member or resident must notify the Association's managing agent promptly so that arrangements for pickup can be made with the contractor. The member or resident may notify the contractor directly.
- C. Plastic or metal garbage or trash cans, and recycling bins, shall be retrieved no later than the evening of the day on which the trash was picked up. They shall be stored inside the unit's backyard fence, or inside the unit, except between 7 p.m. of the evening before a collection day and the evening of that day. They shall not be stored outside the fence in the rear of the unit, in any front yard, or on any part of the common area.

VII. Community Trash Cans. Trash cans placed variously around the community, in front of the pool house, near recreational facilities and gazebos, and in other places, are not to be used for the disposal of household trash, yard waste, or recyclables. They are to be used only for the disposal of miscellaneous trash or litter picked up from the common grounds.

VIII. Nonresident Members

- A. Nonresident members are responsible for the trash disposal actions of their tenants. All provisions of this resolution apply to non-member residents, including renters, tenants, and boarders, and to any guests of members or their tenants.
- B. The Association's trash contract is based on the number of residential units within the community, on the assumption that trash will be collected from that number of

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households. Nonresident members may not bring trash, garbage, debris, refuse, or recyclables from their residences into the community for collection.

- IX. **Nonresident Use.** Only trash and garbage generated by ordinary residential household activities, by a resident member's household or a nonresident's tenants, may be placed for collection by the Association's trash collection contractor.
- A. No resident member or tenant of a nonresident member may use the Association's trash collection contract for the disposal of trash, garbage, or refuse from any nonresident household.
 - B. No resident member or a tenant of a nonresident member may bring trash, garbage, or refuse from a business conducted outside the community into the community for collection by the Association's trash collection contractor. In the case of a home business or work at home by an employee, conducted legally in one of the townhouses of the community, ordinary business refuse such as waste paper, discarded writing materials, and other refuse generated by a home-based business within the housing unit, may be disposed of with household trash.
- X. **Enforcement.** The Board of Directors shall have authority to levy assessments for any violation of the provisions of this resolution, as authorized by Section 55-513, Paragraph B, of the Virginia Homeowners' Association Act, and for recovery of additional costs associated with removal of trash placed in violation of this resolution.
- A. The Board may assess a penalty of \$50 for each instance of placement of trash in violation of Articles II through IX of this resolution. If a violation of Articles II through V results in trash remaining in the Common Area for more than five days, the Board may assess a penalty of \$10 a day, from the date of placement until the date of removal.
 - B. If the Board or the Association's managing agent arranges for the collection and disposal of items placed in violation of Articles II through IX, and the Association incurs costs, such as special pickup charges, for this disposal, the Association may assess the member responsible an amount equal to the Association's costs, plus an administrative fee set by the Board not to exceed \$25 or 10 percent of the cost to the Association, whichever is greater.
 - C. All penalties or fees levied under the provisions of paragraphs A and B of this section shall become an assessment on the lot to which they pertain. The Board of Directors may avail itself of all legal procedures for the collection of such assessments, including the placement of liens on the pertinent property and the filing and prosecution of lawsuits.
 - D. As required by Section 55-513.B, before levying an assessment as provided by Paragraph A of this section, the Board, through its managing agent, will notify the member of the violation by certified mail. The Board will hold a hearing on the matter no earlier than 7 days after delivery of this notification. The date of the hearing will be included in the notification. At the hearing, the member will be provided an opportunity to present evidence that the violation did not occur, it was not the responsibility or action of the member, or that the assessment should not be levied for other reasons.

STRATHMEADE SQUARE COMMUNITY ASSOCIATION
POLICY RESOLUTION NO. 2008-04
TRASH AND GARBAGE DISPOSAL

Resolution adopted and approved by the Board of Directors of the Strathmeade Square Community Association this 16th day of September, 2008.

STRATHMEADE SQUARE COMMUNITY ASSOCIATION

BY 
Albert C.E. Parker, President

STRATHMEADE SQUARE COMMUNITY ASSOCIATION, INC.

**POLICY RESOLUTION NO. 2001-01
SATELLITE DISH AND EXTERIOR ANTENNA
STANDARDS**

RECITALS:

WHEREAS, the Association is responsible for the regulation and enforcement of architectural standards within the community; and

WHEREAS, the Federal Communications Commission has adopted rules which are intended, in certain respects, to supersede the regulations of community associations as such regulations relate to the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association for the Board to adopt reasonable regulations governing installation, maintenance, and use of exterior antennas consistent with the FCC rule.

NOW, THEREFORE, the Board of Directors adopts the following restrictions and regulations for the Association, hereinafter referred to as the "Rules," which shall be binding upon all owners and their family members, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess a lot within the community, and which shall supersede any current restrictions of record or previously adopted rules on the same subject matter.

I. DEFINITIONS

A. Antenna: any device used for the receipt of video programming services, including direct broadcast satellite dish (DBS), television broadcast antennas, and multipoint distribution service antennas (MMDS). (Masts, cables, supports, conduits, wires, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.)

B. Mast: structure to which an antenna is attached that raises the height of the antenna.

C. Transmission-only antenna: any antenna used solely to **transmit** radio, television, cellular, or other signals.

D. Owner: any party named in a deed of record as an owner of a lot in the community or any party who acts with the written permission of the lot owner to install an antenna.

E. Telecommunications signals: signals **received** by DBS satellite dishes or television broadcast and MMDS antennas.

II. APPLICATION/NOTIFICATION RULES

Adopted in entirety by the Strathmeade Community Association Board of Directors on March 16, 2004. Amended March 2006

A. Owners have two options when considering the installation of an antenna: (1) submit an application to the Association for approval of their proposed antenna; or (2) file a notice of installation of an antenna. If an owner submits an application to the Association, it must be submitted before installation. **PLEASE NOTE THAT PROCEEDING WITHOUT APPROVAL MAY RESULT IN THE FORCED RELOCATION OF THE ANTENNA; PRIOR APPROVAL IS STRONGLY RECOMMENDED.**

B. If an owner submits an application to the Association for approval of the antenna, the Association will review the application on an expedited basis. If the application meets all of the required criteria stated in this rule, the Association shall endeavor to rule on the application within 7 days of receipt of the application and issue a written notice of the ruling to the owner.

C. If an owner submits a Notice of Installation of an Antenna to the Association, the Notice must be filed promptly after installation. In such a case, the owner bears all risk that the Association will not approve the antenna because of a lack of compliance with the Rules stated herein. The Association reserves all powers to inspect the antenna after installation to determine if the antenna complies with the Rules. If not, the Association reserves all powers to compel the owner to comply with the Rules, regardless of whether the owner has already installed the antenna.

D. Applications/notices must be submitted, in writing, to the Association.

E. If applicable, the Architectural Committee shall act for the Board of Directors. Owners may appeal adverse decisions to the Board of Directors.

III. INSTALLATION RULES

A. Antenna Size and Type

1. Owners (or anyone acting with the owner's written permission) may install a DBS dish that is one meter (39.37 inches) or less in diameter. Satellite dishes, which are larger than one meter in diameter, are strictly prohibited.

2. Owners (or anyone acting with the owner's written permission) may install a MMDS antenna that is one meter or less in diameter. MMDS antennas, which are larger than one meter in diameter, are strictly prohibited.

3. Pursuant to the FCC rules and Association rules (provided the same are consistent with the FCC rules), owners (or anyone acting with the owner's written permission) may install a regular TV antenna designed to receive broadcast stations.

4. Owners may not install any type of antenna, which **transmits** a signal of any sort or disrupts the reception of the radios and television sets of neighbors. Such antennae are strictly prohibited.

5. Any type of antenna not specifically protected by the FCC rule (e.g., radio antennae) is strictly prohibited.

6. Owners (or anyone acting with the owner's written permission) may install no more than one antenna for each type of service.

B. Location

1. Owners must install their antenna entirely within and below the height of approved privacy fencing which fully encloses the rear yard of the lot;

Alternative locations may be considered if the owner provides (i) a written certification from the owner that installation of the antenna in the approved locations would not afford sufficient signal strength for adequate reception and (ii) a precise statement describing the alternative location where sufficient signal strength is adequate for reception. If the antenna is installed in a location other than a designated preferred location, the Association reserves the power to verify that an adequate signal reception is unavailable at the preferred location. If an adequate signal reception is found to be available at a preferred location, the Board or Architectural Control Committee may require the owner to move the antenna to a designated preferred location.

In such cases, the Association shall reserve the power to grant a variance from any of the Rules expressed herein, but shall endeavor to protect the community from architectural blight to the greatest degree possible and shall strive to ensure that all concerns over safety are satisfied.

2. Owners are prohibited from installing an antenna, which in any way, shape or form encroaches upon any common area, any other owner's individual lot, or the air space of another owner's lot.

3. Owners must locate their antenna in a place and manner, which shields it, to the maximum extent possible, from view from the nearest street(s) or from other lots in the community. The Association reserves the power to require an owner to install visual barriers, natural or otherwise, around the device to diminish any adverse visual effect, which may be caused by the installation of the antenna.

4. Owners are strictly prohibited from installing antennas on the common areas of the Association.

C. Installation

1. Antennae shall not be larger or installed higher than is absolutely necessary for reception of an acceptable quality signal or as otherwise set forth herein.

2. Antennae must be properly secured so they do not pose a safety threat.

3. Antennae shall be installed and secured in a manner that complies with all applicable Virginia building codes and manufacturer's instructions.

4. Antennae shall not be placed anywhere near power lines (aboveground or buried). Owners must ensure that wind velocity or other forces could not cause the antenna to collide with a power line.

5. Owners are required to exercise their best efforts to install their antenna in such a way and location where they can obtain an adequate signal without incurring unreasonable costs and with the least adverse impact upon the lot's aesthetic appearance.

6. Antennae shall be permanently grounded to minimize the possibility of electronic and fire damage.

D. Maintenance

1. Owners who install or maintain antennas are responsible for all associated costs, including, but not limited to, the costs to:
 - a. Place (or replace), repair, maintain, and move or remove antennas;
 - b. Repair damage to any property caused by the owner's failure to properly install, maintain, or use the antenna;
 - c. Pay medical expenses incurred by persons injured by the owner's failure to properly install, maintain, or use the antenna;
 - d. Reimburse residents or the Association for costs incurred to correct damage caused by the owner's failure to properly install, maintain or use the antenna.
2. Owners shall have a continuing duty to prevent their antennas from falling into disrepair or becoming a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement, and the correction of any safety hazard.
3. If an antenna becomes detached, the owner must remove or immediately repair such detachment. If the detachment threatens anyone's safety, the Association may remove the antenna at the expense of the owner.
4. Owners shall be responsible for antenna repainting or replacement if the appearance of the exterior surface of their antenna deteriorates or is damaged in any way.

IV. ANTENNA CAMOUFLAGING

- A. The Association reserves the power to require owners to paint or camouflage any portion of the antenna so that it matches or is reasonably compatible with the color of the structure to which it is attached. If such a requirement would void the warranty from the manufacturer, the owner must submit a copy of the warranty to the Association in order to be absolved of the requirement.
- B. The Association reserves the power to require owners to install or provide reasonable screening around the antenna if the antenna is visible from the street or other lots.
- C. Owners must install exterior wiring for the antenna in the least obtrusive manner.

V. MAST INSTALLATION

- A. Mast height may be no higher than absolutely necessary to receive acceptable quality signals.
- B. Masts must be installed by licensed and insured contractors.

VI. INSTALLATION BY TENANTS

Adopted in entirety by the Strathmeade Community Association Board of Directors on March 16, 2004. Amended March 2006

These rules shall apply in all respects to tenants. Those tenants who desire to install an antenna permitted under these Rules must obtain prior written permission of the owner/landlord and furnish the Association with a copy of this permission with the application/notification form.

VII. ENFORCEMENT

A. If these rules are violated, the Association reserves all of its legal remedies, including, but not limited to, the enactment of special charges, subject to the due process procedures set forth in Virginia Code Section 55-513.B.

B. If any antenna installation poses a serious, immediate safety hazard or threat to property, the Association reserves the power to remove the antenna without notice to the owner; however, whenever feasible, the Association shall provide advance written notice to the owner of the Board's concerns for safety and its request of the owner to remove, relocate, or re-secure the antenna.

VIII. SEVERABILITY

If a Court of law rules any provision herein to be invalid, the remainder of these rules shall remain in full force and effect.

Strathmeade Square Community Association

Policy Resolution No. 02-01

Seating of the Board of Directors

WHEREAS, at the October 2002 annual meeting Article V, Section 2 of the Association's Bylaws was amended to read:

At each annual meeting the Members shall elect three (3) directors for a term of three years. In the event of death, resignation, or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve until the next general meeting of the members, at which time a director will be elected to fulfill the balance of the term of the director position filled by the appointed director.

and,

WHEREAS, the Board has determined that it is necessary and in the Association's best interest to establish a new policy relative to the seating of the Board of Directors and to publish the new policy to the members in order to ensure continuity of the Board and eliminate "lame-duck" service by directors.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors hereby adopts the following policy relative to seating of the Board of Directors:

All Directors shall take office at the time of the adjournment of the annual membership meeting of the association at which they are elected. Board terms shall expire at the adjournment of the annual meeting of the association in the appropriate year for the length of that term.

This policy shall be retroactive to the annual meeting of the association held on October 24, 2002.

The effective date of this Resolution shall be October 24, 2002.

I hereby certify that the Board of Directors duly adopted this policy Resolution on November 19, 2002.

Strathmeade Square Community Association

By: Lisa Jorgensen, PRESIDENT

STRATHMEADE SQUARE COMMUNITY ASSOCIATION, INC.

POLICY RESOLUTION NO. 00- 02

**(Creation of Procedures to Ensure
Due Process in Enforcement Cases)**

WHEREAS, by purchasing a home in the Strathmeade Square Community Association, Inc., (“Association”) all owners have agreed to abide by the provisions of the Association’s Declaration, Bylaws and rules and regulations (“covenants”); and

WHEREAS, the covenants provide the Board of Directors (“Board”) with the responsibility for ensuring that owners comply with the covenants and to take legal action in the event of non-compliance; and

WHEREAS, for the benefit and protection of all owners, the Board deems it desirable to adopt the following policy to outline the general enforcement procedures to be followed by the Board.

NOW, THEREFORE, BE IT RESOLVED THAT:

Initial Violation/Complaint

An alleged violation of the Association’s Declaration, Bylaws or rules and regulations may be brought to the attention of the Board by any member, resident or the Association’s management agent. Except in cases where the alleged violation is continuing and can be independently verified by the Association, all complaints shall be in writing.

After investigation, the Board will determine what course of action is warranted. The Board, for example, may choose to take no action, issue a warning letter or issue a violation notice.

Compliance Action

If the Board believes that a violation has occurred or continues to occur, and that the circumstances warrant additional action, the Board may pursue any available legal or equitable remedies including, but not limited to, the suspension of common area privileges or the imposition of monetary charges pursuant to the Virginia Property Owners Association Act.

Before suspending the rights of an owner (or his or her tenants, guests and family members) to use the common facilities, or before imposing monetary charges, the Board shall send a notice of citation in writing and deliver it personally or via certified mail, return-receipt requested, to the owner at his/her address as listed in the Association’s records, and to the property address, if the owner’s listed address is different from the Association property address. The notice shall:

- a. Advise the owner of the nature of the non-compliance, specify the remedy required, and, if a continuing violation, state the number of days within which the owner must complete corrective action.
- b. Warn the owner of the Board's power to impose monetary charges and to suspend privileges for violations of the Association's covenants and regulations; and
- c. Inform the owner of his/her right to request a hearing before the Board of Directors to contest the suspension or imposition of charges and a date certain by which the owner must confirm, in writing, his/her desire for a hearing to contest the citation.

Notification will be deemed effective if the owner fails or refuses to sign for any registered or certified mailing from the Association.

If the owner does not remedy the offense within the number of days requested in the notice of citation, and the owner has not requested a hearing in writing by or before the hearing confirmation date, the owner shall be deemed to have waived their right to a hearing and the Board shall have the power to impose monetary charges and/or suspend privileges pursuant to the authority granted in Section 55-513 of the Code of Virginia.

Hearing

When a timely written request for a hearing is received from the owner, the Board shall set the time, date and place of the hearing at its discretion. The Board will endeavor to accommodate any reasonable scheduling requests from the owner.

Written notice of the time, date and place of the hearing shall be delivered to the owner by hand or by certified mail, return-receipt requested, to the owner at least fourteen (14) days in advance of the hearing date.

At the hearing, the Board shall provide the owner with a reasonable amount of time to present any and all defenses to the citation. The owner may have counsel present at the hearing.

Following the hearing, the Board may meet in executive session to determine whether satisfactory proof of the alleged violation was presented, and if so, whether monetary charges should be imposed and/or privileges should be suspended. Written notice of the Board's decision shall be mailed, within 3 days of the date of the hearing, to the owner by hand or by certified mail, return receipt requested.

Monetary charges may not exceed \$50.00 for a single offense or \$10.00 per day for any offense of a continuing nature (not to exceed ninety (90) days).

Pursuant to the Association's covenants and the Virginia Property Owners Association Act, owners are legally responsible for ensuring that the actions of members of their household, their tenants, guests, or invitees comply with the Association's covenants.

The procedures outlined in this Resolution may be applied to all violations of the covenants, but do not preclude the Board from exercising other enforcement procedures and remedies authorized by the Association's covenants or by statute, including, but not limited to, the initiation of suit or self-help remedies. The Board reserves the power to assign all of its powers and responsibilities herein to a standing or special committee of its choice.

This resolution supersedes any prior resolutions covering the same subject matter.

The effective date of this Resolution shall be November 20, 2000.

STRATHMEADE SQUARE COMMUNITY
ASSOCIATION, INC.



Linda Schroeder, President

STRATHMEADE SQUARE COMMUNITY ASSOCIATION

Policy Resolution No. 00-01

(Assessment Collection Policies)

WHEREAS, Article V, Section 1 of the Association's Declaration obligates all members to pay an annual assessment to the Association to defray the Association's common expenses;

WHEREAS, the Board has determined that it is necessary and in the Association's best interest to establish new policies and procedures relative to the collection of assessments and to publish the new policies and procedures to the members.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors hereby adopts the following policies and procedures relative to the collection of assessments;

ROUTINE COLLECTIONS

1. The annual assessment shall be set by the Board of Directors. Except as otherwise provided herein and/or determined by the Board of Directors, as a convenience to owners, the annual assessment may be paid by owners in monthly installments which shall be due on the first day of every month.
2. Prior to the beginning of each new fiscal year, the Board or its managing agent shall mail to all owners, at their address of record with the Association, of notice stating the amount of the annual assessment for the upcoming fiscal year and to whom payment shall be directed. In addition, the Board or its managing agent may deliver to all owners a coupon booklet which contains coupons for the monthly payment of assessments.
3. Non-receipt of a notice of the assessment amount and/or coupon book shall not relieve an owner of his/her obligation to pay assessments in a timely manner; rather, all owners have a duty to seek out information pertaining to the timely and proper payment of assessments.
4. Unless notified otherwise, all members shall direct questions regarding assessments to:

**Sequoia Management Company, Inc.
Attn: Sharon Corum, AMS ®
5900 Centreville Road, Suite 425
Centreville, VA 20121-2443**

REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

- A. **Late Charge and Interest** - In the event an owner fails to fully pay any installment of the annual assessment, or any other assessment within 30 days of the due date, a late charge in the amount of \$5.00 shall be imposed on the owner's account and a delinquent notice will be sent to the owner.
1. In the event an owner is two months in arrears (i.e., entire balance of assessments, late fees and any other proper charges are not paid by the 30th of the second month), a certified letter will be sent notifying the owner to pay in full within (15) fifteen days or legal action will take place to collect the assessment amount due.
 2. In the event an owner does not pay at the end of the (15) fifteen days, management has the right to refer the account to legal counsel for collection at which time the owner will become responsible for any additional legal fees and collections costs or expenses.
- B. **Returned Check Charge** - In the event an owner tenders a check to the Association which is returned by the owner's bank for any reason, an administrative fee in the amount of \$25.00 shall be charged to the owner's account. In the event of two (2) or more returned checks, the Board may require future installments be paid in cash or its equivalent.
- C. **Referral to Legal Counsel, Acceleration and Suspension or Privileges** - In the event an owner fails to fully pay any portion of any installment of the annual assessment, or any other assessment the Board may pursue any or all of the following remedies:
1. Revoke the member's privilege to pay the annual assessment in monthly installments and accelerate the entire balance of the annual assessment and declare the annual assessment due in full.
 2. Refer the account to legal counsel for immediate legal action (e.g., such action will include the recordation of a lien against the title of the owner's lot to secure the Association's claim for the entire amount due and a personal suit against the owner). The delinquent owner shall be liable for all costs and attorneys' fees incurred by the Association.
 3. Suspend an owner's rights, privileges and benefits of membership (including but not limited to parking and use of the recreational facilities) until the owner pays all outstanding amounts to the Association. The Board's power to suspend privileges includes, but is not limited to, the power to revoke voting rights, parking privileges and use of recreational facilities by the owner or his/her tenants and their respective family members, guests and invites. The owner shall be provided an opportunity to be heard before any such suspension (with exception of voting privileges).
- D. **Costs of Collection** - Whenever the Association incurs actual expenses, costs and fees in the collection process, the Board will add those expenses, costs and fees to the account of the owner and shall seek reimbursement in full from the delinquent owner.

E. **Method of Crediting Payments** - For bookkeeping purposes, the Board reserves the power to apply payments received from delinquent members in the following order of priority, as applicable:

1. Any fees or costs of collection;
2. Quarterly fees for late charges and interest;
3. All other charges and fees incurred by the Association as a result of any violation by a member, his/her family, employees, agents, tenants or licensees of the regulations of the Association;
4. Any and all special assessments; and
5. The annual assessment.

F. **Power of Attorney/Assistant Secretary** - The Board of Directors and the principal officers hereby delegate and assign legal counsel to act as the Board's, and principal officer's, attorney-in-fact to execute liens and releases. Until such time as legal counsel is specifically notified, in writing, that such authority has been revoked.

The effective date of this Resolution shall be August 22, 2000.

I hereby certify that the Board of Directors duly adopted this policy Resolution on July 17, 2000.

STRATHMEADE SQUARE COMMUNITY ASSOCIATION

By: Linda Schroeder

