

**Home Owner's
Community Association
Handbook**

Revised Edition 2010

**Printed and Provided By:
Edgelea Woods Community Association
(Established in 1978)**

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**Edgelea Woods Community Association
Articles of incorporation**

1978 Articles of incorporation

SECTION I

ARTICLES OF INCORPORATION

This is to certify that we, the undersigned, do hereby associate ourselves to establish a Virginia nonstock corporation in and by virtue of the provisions of the Virginia nonstock corporation act, Chapter 2, Title 13.1, Code of Virginia 1950, and acts amendatory thereof, for the purposes of and in the corporate Incorporation set forth as follows, to-wit:

ARTICLE I

The name of the corporation shall be Edgelea Woods Community Association, hereafter called the "Association".

ARTICLE II

The name of the initial registered agent for the corporation shall be Patrick Buford, a resident of Virginia, and a member of the Virginia State Bar, and whose business office is the same as the registered office herein; the address of the registered office of the corporation shall be 4015 Chainbridge Road, Fairfax, Virginia 22030, which is in the City of Fairfax.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described on Schedule "All attached hereto and made a part hereof, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Fairfax County, Virginia, and as the same may be

amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise) , own, hold, improve, build upon, operate, maintain, convey, well, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of more than two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless such dedication or transfer has been consented to by more than two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer;
- (f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of more than two-thirds (2/3) of each class of members;
- (g) have and to exercise any and all powers, rights and privileges which a corporation organized under the NonProfit Corporation Law of the State of Virginia by law may now or hereafter have or exercise.

ARTICLE IV MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE V

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A - Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B - The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on April 1, 1978.

ARTICLE VI BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of four (4) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

NAME

P. Reed Wills, II

William H. Plank
Kensington, Maryland 20795

Glenda S. Dunigan
North Springfield, Virginia 22151

ADDRESS

5404 Falmouth Road
Bethesda, Maryland 20016

100005 Frederick Avenue

7124 Catlett Street

Dorothy M. Anderson
Vienna, Virginia 22180

117 Casmar Street, Southeast

ARTICLE VII DISSOLUTION

The Association may be dissolved with the assent by more than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VIII DURATION

The corporation shall exist perpetually.

ARTICLE IX AMENDMENTS

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

ARTICLE X FHA/VA APPROVAL

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

SECTION II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made on this date hereinafter set forth by WILLS and PALNK, INC., a Virginia corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Fairfax County, Virginia, which is more particularly described as:

Lots 1 through 115, both inclusive, EDGELEA WOODS, Parcel 1 containing 5.65554 acres, and Outlot "A" containing 0.1159 acres, as more particularly shown on the plat of EDGELEA WOODS attached to and made a part of that certain Deed of Dedication dated the 10th day of November, 1975, as the same is duly recorded in Deed Book 4303, page 609, among the land records of Fairfax County, Virginia.

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

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to EDGELEA WOODS COMMUNITY ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether, one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property(including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Parcel I containing 246,355 square feet, or 5.65554 acres as more particularly, shown on the plat of EDGELEA WOODS attached to and made a part of that certain Deed of Dedication dated the 10th day of November, 1975, as the same is duly recorded in Deed Book 4303, page 609, among the land records of Fairfax County, Virginia.

Section 5. "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 6. "Declarant" shall mean and refer to Wills and Plank, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

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

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

- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class members has been recorded.

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

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

(b) on April 1, 1978.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creating of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner or any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) specific assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorney's fees, 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 interest cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the and improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty five and no/100 Dollars (\$25.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five per cent (5%) by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds(2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specialized Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon Properties, nor shall any exterior addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI PROTECTIVE COVENANTS AND RESTRICTIONS

In order to conserve the natural beauty of the subdivided property, to insure its best use and most appropriate development, and to prevent the erection of poorly designed or constructed improvements the entire area hereinabove described, except as herein provided, shall be subject to the following protective covenants and restrictions hereinafter referred to as The General Covenants:

- (1) All lots in the tract shall known and described as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached, single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No noxious or offensive trade or activity shall be carried out upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (2) All of said Lots and yards shall be maintained in a neat and attractive manner so as not to detract from the appearance of the above described development.
- (3) No structure of a temporary character, trailer, basement, tent, shack garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- (4) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- (5) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs, two cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.
- (6) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. Trash or garbage receptacles shall not be visible from front of house.
- (7) Easements for installations and maintenance of utilities, including sanitary and storm sewer lines, are reserved over the side and rear five feet of each lot.
- (8) No trucks or trailers shall be stored or parked on any of said lots, nor shall any trucks or trailers be parked on any of the streets in said subdivision by the owners,

lessees or other occupants of said lots.

(9) No drying of any wet clothes or airing of any garment or bedding shall be permitted to be done outside of the house located on any lot in the subdivision except within the rear yard area and except on Monday through Friday between the hours of 8:00 A.M. and 3:00 P.M.

(10) Wills and Plank, Inc., or its successors, reserves the right to amend, modify or vacate any of the protective covenants or restrictions contained in ARTICLE VI whenever the circumstances, in the opinion of Wills and Plank, Inc., or its successors, so deems such amendments, modifications or vacations advisable; otherwise, such covenants are to run with the land and shall be binding upon all parties claiming under them in accordance with the provisions of Section 3 of ARTICLE VII.

(11) Parcel One, as more particularly shown on the aforementioned plat of EDGELEA WOODS, shall not be denuded, defaced, nor otherwise disturbed in any manner at any time without the approval of the appropriate County Departments.

ARTICLE VII

GENERAL PROVISIONS

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Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Dissolution of Association. In the event of dissolution of the Association, in accordance with the terms of its Articles of Incorporation, each Lot shall continue to be subject to the annual assessment specified in Section 1 of Article IV hereof, and each Owner shall continue to be personally obligated for such assessment, to the extent that such assessments are required to enable the grantee of the real property owned by the Association to properly maintain it. In no event, shall the assessment exceed the amount that would otherwise be payable to the Association in accordance with the provisions of Section 3 of Article IV hereof.

IN WITNESS WHEREOF, WILLS AND PLANK, INC. being the Declarant herein, has caused this writing to be signed by its President, and its Corporate Seal to be hereto affixed, duly attested by its Secretary, this 10th day of November, 1975.

WILLS AND PLANK, INC.

By _____
President

Secretary

STATE OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 10th day of November, 1975, by P. REED WILLS, II and WILLIAM H. PLANK, President and Secretary, respectively, of WILLS AND PLANK, INC., a Virginia corporation, on behalf of said Corporation.

My commission expires March 5, 1979.

Notary Public

EDGELEA WOODS COMMUNITY ASSOCIATION BY - LAWS

ARTICLE 1 NAME AND LOCATION

The name of the corporation is Edgelea Woods Community Association, hereafter referred to as the “Association”. Meetings of members and the 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 Edgelea Woods Community Association, 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(or their designated agent if rental property), whether one or more persons or entities, of the fee simple title of 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. “Declarant” shall mean and refer to Wills and Plank, Inc., its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Fairfax County, Virginia.

Section 8. “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III MEETINGS OF MEMBERS

Section 1. Annual Meetings. Annual Meetings of the members of the Association, shall be held during the month of February of each year. The specific date, time and place of this meeting will be determined and provided to all members at least sixty(60) days in advance of the meeting.

Section 2. Special Meetings. Special meetings of the members may be called any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth(1/4) of all the votes of the Association membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members 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 before such meeting to each member entitled to vote thereat, addressed to the member’s address last appearing on the books of 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 members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the 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 to represented.

Section 5. Proxies. At all meetings of members, each member 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 member of the Lot.

ARTICLE IV BOARD OF DIRECTORS

SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than four(4) Directors, who need not be members of the Association. The members shall elect the Directors at each annual meeting.(amended 1998)

Section 2. Term of Office. The term of office for all Directors will be one(1) year. Directors may be elected to succeed themselves.(amended 1998)

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, the successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting 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.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for the election to the Board of Directors shall be made by the Nominating Committee. Nominations may also be made from the floor of the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by vote at the Association's Annual Meeting, unless there is a specific request for a secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special meetings. Special meeting of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after no less than three(3) days 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 mad 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.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

1. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and guests thereon, and to establish penalties for the infraction thereof;
2. suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty(60) days for infraction of published rules and regulations;
3. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, of the Declaration;
4. 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; and
5. employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties.

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

1. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth(1/4) of the Class A members who are entitled to vote;
2. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed; as more fully in the Declaration, to:
 - a) fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period;
 - b) send written notice of each assessment to every Owner subject thereto at least thirty(30) days in advance of each annual assessment period;and

- c) foreclose the lien against any property for which assessments are not paid within thirty(30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
3. 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.
4. procure and maintain adequate liability and hazard insurance on property owned by the Association;
5. cause all officers or employees having fiscal responsibilities to be bonded, as it deemed appropriate;
6. cause the Common Area to be maintained.
7. enforce these By-Laws, the Articles and the declaration of Covenants, restrictions and Conditions as provided for in these By-Laws.

ARTICLE VIII 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 members.

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/she 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 giving written 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 by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

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 Four of this Article.

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

1. **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.
2. **Vice President.** The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as shall be required of her/him by the Board.
3. **Secretary.** The secretary shall record the votes and keep the minutes of all the meetings and proceedings of the Board and of the members; 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 members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such duties as required by the Board.
4. **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; keep proper books of account; cause an annual accounting of the Association books to be made by a committee of homeowners to be appointed by the Board of Directors at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the memberships at its regular meeting; and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in this Declaration, and a Nominating Committee, as provided in these By-laws. In Addition, the Board of Directors shall appoint other committees as deemed appropriate for carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any members. The Declaration, Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of six percent(6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same and foreclose the lien against the property, and interest, costs, and other 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.

ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Edgelea Woods Community Association

ARTICLE XIII AMENDMENTS

Section 1 . These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of the members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between Declaration and these By-laws, the declaration shall control.

ARTICLE XIV MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of the Incorporation.

ARTICLE XV(amended 1990) ~~DELETED 2006~~

Section 1. Residents shall abide by the requirements enumerated in Article VI of the Declaration of Covenants, restrictions and Conditions of the Association(the Declaration). That Article shall be interpreted by the Board to apply to exterior maintenance, lawns, shrubs and all other aspects of exterior appearance, including, but

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not limited to driveways, doors, garage doors, siding, gutters, shutters, windows, fences, landscaping any permanent or non-permanent fixtures and lawn care.

Section 2. If a homeowner fails to maintain the exterior appearance of his property as required by the Declaration, the Board shall, upon receipt of a written complaint, or upon a vote of the majority of the Board, direct that the homeowner take all necessary action to repair or rectify the violation. Said notice shall be mailed, registered mail, return receipt, not later than ten(10) days from the date of receipt of the complaint or the date of the Board's vote. The notice shall state the deficiency complained of(or voted upon) and the corrective action deemed necessary.

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A homeowner who receives notice under this provision shall have not more than thirty(30) days from the date of receipt of the notice, as evidenced by the receipt confirmation, to correct the problem. In the event of the homeowner disputes the Board's decision, the homeowner must provide notice of his/her disagreement within five(5) days of receipt to the address of the president of the Association. Upon receipt of notice that the homeowner disputes the Board's decision, the Board shall, within fifteen(15) days of receipt of said notice, hold a special meeting of the Board of Directors, at which time the homeowner may present his case to the Board. The Board's decision upon this reconsideration shall be final, and that decision shall be rendered before adjourning the special meeting, and in no event later than twenty-four(24) hours from the time of the beginning of the meeting.

Section 3. A homeowner who chooses to remedy the violation enumerated in the original notice shall, within fifteen (15) days of the completion of the corrective action, notify the Association president, in writing, that the violation has been cured. At the next regular meeting of the Board, the President shall report the homeowner's compliance.

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Section 4. The homeowners hereby agree that the members of the Board of Directors or another person designated by the Board shall have a right of entry, with reasonable notice for each entry, onto each and every lot for the purpose of inspecting complained-of violations, and any corrective action, as well as for the purpose of accomplishing corrective action when the homeowners fails to do so. The members of the Association hereby waive any right to an action for trespass against any Board member, officer, committee member, or other person acting pursuant to the Board's request under this Article XV. Any activities taken under this section shall be taken during normal business hours, including Saturday and Sunday.

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Section 5. If a homeowner fails to rectify the problem cited in the original notice of violation, the Board or the President shall contract, consistent with these By-Laws, for the completion of the work necessary to bring the violating property into compliance with these By-Laws and the Declaration. The homeowner shall be liable for the full amount due as a result of the contracting, and shall be assessed within thirty(30) days from the completion of said work for the entire amount due and/or expended by the Association for corrective action. If a homeowner fails to reimburse the Association within thirty(30) days the Board shall, in accordance with the procedures outlined in Article IV, Section 8

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of the Declaration, and Article VII, Section 2(d) of these By-Laws, direct the Treasurer to place a lien upon the said property for the total amount of the charges expended to effectuate the repairs, and for any addition charges expended in order to perfect said lien, whose fees shall be assessed against the homeowner as part of the lien.

Section 6. Any homeowner found by the Board to be in violation of the Declaration or these By-laws shall be liable to the Board for the full amount of any attorney's fees expended by the Board in curing the violation.

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Section 7 Any contractor hired by the Board shall be independent of the Association and any of its members, the Board and its members, and any officers of the Association. The homeowners agree that the Association, the Board of Directors, the Individual Directors, the Officers, and the members of a Board-established Committee shall be held harmless against any damages resulting from any work performed by, or any negligence resulting from, the work performed at the Association's direction under this Article XV. All contractors shall be duly licensed, bonded and insured under the laws of the County of Fairfax and the Commonwealth of Virginia to perform the work for which they are hired.

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Section 8. Lawn maintenance is a requirement of every homeowner, regardless of whether the homeowner occupies the property. To that end, the members of the Association agree that grass and/or weeds which are permitted to remain at a height in excess of eight inches (8") or more, at the discretion of the unanimous decision of the Board, for more than seven(7) days shall be deemed, upon complaint or determination as herein provided, to be in violation of the declaration, and the Board may utilize the remedies provided herein to correct such action.

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Section 9. All decisions of the Board under this Article XV shall be final. No right of appeal to the membership exists, and the homeowners hereby agree to waive any right to contest a duly-made decision of the Board under this Article XV.

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Section 10. If the Board is required to take legal action to enforce any right or duty under this Article XV, and the Board is held by a court to have been substantially correct in its actions, the homeowner against whom the action was taken shall be liable for all legal fees, costs, and expenses related thereto.

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ARTICLE XVI(amended 1990)

DELETED 2006

In the event that the Association takes legal action under any provision of the Articles of incorporation, the declaration, or these By-Laws, and the Board is substantially successful in that action(whether by settlement or through the litigation process), the homeowner(s) against whom the action was taken shall be liable for the full amount of any legal fees, costs, and expenses of the Board. Said accounts shall constitute an assessment collectible in accordance with these By-laws and the Declaration unless otherwise directed by a court order.

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Any such legal action brought to obtain injunctive relief against any member for any violation of these By-Laws, the Declaration or Rules and Regulations for which the member or his family, tenants, guests or other invitees are responsible shall be taken only after the member shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors or other tribunal specified in the documents. Notice of a hearing shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the members at the address of record with the Association at least fourteen days prior to the hearing.

Article XVII Amended 1995
CHARITABLE DONATIONS

Guidelines for EWCA Charitable Donations

The charitable donations shall:

1. Be limited to half of the interest earned on the money in the general fund. Thus, no assessments would be appropriated directly. Nor would the donations draw from the balance of the general fund.
2. Be made to non-profit, service and community organizations including, but not limited to, local chapters of the Boy and Girl Scouts, local PTA's, etc. Funds are intended for non-political and non-religious organizations, but may be approved for them if the proposed project is not a religious or a political activity.
3. Fund projects of direct and material benefit to the EWCA community.
4. Be disbursed only after presentation to and approval by EITHER a majority vote at the annual homeowner's meeting OR a majority vote at a regularly scheduled board meeting.
5. Be disbursed on a first-come, first-served basis. Once the funds allocated for annual donations have been exhausted, no further funds would be made available from this budget item for the remainder of that calendar year.
6. Be disbursed in specific amounts as determined by the majority of the members(if approved at an annual homeowner's meeting) or the Board (if approved at a Board meeting).

Timing and Procedures

The EWCA does not have a formal application form. Proposals from qualifying organizations are accepted throughout the year. If your organization meets the above criteria and would like to apply for a grant, please send a brief proposal of no more than three pages that includes the following:

- A brief statement of the organization's goals and accomplishments
- The purpose of the project, description of the target population to be served and a time frame for activities
- Amount of request and details of how the grant funds will be used
- Method of program evaluation
- An itemized budget including all sources of committed and anticipated funding from individuals or other corporations or foundations
- Proof of the organization's 501(c)(3) non-profit (or equivalent) status

All proposals will be responded to within two months of receipt. The status of the request will be given at that time.

Organizations may submit only one request for support during a calendar year. Grants will not be approved for individuals, fundraising events, political or religious activity, membership fees, conferences, scholarships, travel fees, or special events.

EDGELEA WOODS COMMUNITY ASSOCIATION ARCHITECTURAL REVIEW

OBJECTIVES, REVIEW CRITERIA GUIDELINES AND APPLICATION PROCEDURES

(February 2004)~~July 1993~~)

OBJECTIVES

This document is designed to serve as a guide for both the Edgelea Woods community property owners and the members of the Association's Architectural Review Committee. These guidelines address the general criteria on which the decisions of the Architectural Review Committee will be made, together with the administrative matters associated with the application process.

The specific objectives of this booklet are:

To provide uniform guidelines to be used by the ARC in reviewing applications in light of the standards set forth in the Prospective Covenants of Edgelea Woods.

To describe the organizations and procedures involved with the Architectural standards established by the Protective Covenants.

To maintain and improve the quality of the living environment in Edgelea Woods.

To supplement the restrictions specified in the Protective Covenants, Article VI, copies of which are in Appendix A.

INTRODUCTION

All residents benefit from the planning and design that is an important part of the Edgelea Woods community. The intent of the design controls is to assure residents of the continuity of this planning. This, in turn, protects the property values and enhances the homeowners' environment.

REQUIRED ARC APPROVAL

Article V, Paragraph 1 of the Association's Covenants states:

"No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board."

Based on this Article, ANY CHANGE to the exterior appearance of a property lot within the Edgelea Woods neighborhood requires the approval of the Association's Architectural Review committee (ARC). The purpose of these guidelines are to specify the specific instances which require approval and outline the accepted standards within the community.

APPROVAL REQUIREMENTS

- a) Those items requiring the specific prior approval of the Architectural Review Committee (ARC) are noted below in the guidelines.

b) ~~b)~~ Application may be submitted for any proposed change or modification for specific approval by the ARC. Anyone making a change/modification which could be contentious is recommended to submit the project for approval. This approval will prevent any problems with the ARC's review at the time of sale.

c) ~~c)~~ Applications from members of the ARC shall be approved by majority of the Board of Directors or ARC.

~~b)-d)~~ All Landlords must ensure that their tenants are familiar with the content of these guidelines.

REVIEW PROCESS

- a) Requests for changes/modifications to lots within the community must be presented to the ARC in writing, preferably using the prescribed form from the homeowner's manual.
- b) Requests will be reviewed by the ARC within 30 days of the receipt of the request. Reply to the applicant will be in writing. Whenever possible, the ARC will try to provide initial notification by telephone/in person prior to the delivery of written reply to allow for the expeditious scheduling of work.

APPEAL PROCESS

- a) Any individual who has had a request denied by the ARC may appeal this decision to the Association's Board of Directors. The Board of Directors will consider the appeal by the conclusion of their next regularly scheduled meeting. A majority vote of the Board of Directors is required to overturn the decision of the ARC.
- b) The appeal decision of the Board of Directors may be further appealed to the community as a whole. The decision of the Board is overturned if the applicant can present a petition with signatures representing more than fifty-one percent (58 of the 115) of the total lots of the Association supporting his/her request. This petition shall include the identity of the lot number represented by each signature. The decision of the Board is considered final after 90 days if no valid petition is presented to the Board in that time.

ARC REVIEW CRITERIA

The Architectural Review Committee (ARC) attempts to preserve the architectural integrity, harmony and safety of the Edgelea Woods Community. The ARC evaluates all submissions (and changes) based on the following criteria which have been voted on by the membership of the Association and approved by the majority thereof.

- a) Design Compatibility - The proposed improvement should be compatible with the architectural characteristics of the applicant's house, adjoining houses and the

neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, use of similar materials, color and construction detail. Alterations should relate favorably to the landscape, existing structures and the neighborhood. The primary concerns are access, view, sunlight, ventilation and drainage.

When a proposed alteration has possible impact on adjacent properties, it is suggested the applicant discuss the proposal with neighbors, prior to making application to the ARC. It may be appropriate in some cases to submit neighbor's comments along with the ARC application.

- b) Scale - The size (in three dimension) of the proposed alteration should relate well to adjacent structures and its surroundings.
- c) Color - Parts of the addition that are similar to the existing house, such as roof and trim, should be of matching color.
- d) Materials - Continuity is established by use of the same or compatible materials as were used in the original house. The options may be limited somewhat by the design and materials of the original house. For instance, vertical wood siding on the original house should be reflected in an addition. On the other hand, an addition with wood siding may be compatible with a brick house.
- e) Workmanship - Workmanship is another standard which applies to all exterior alterations. The quality of work should be equal to or better than that of the surrounding area. Poor practices, besides causing the owner problems can be visually objectionable to others. Poor workmanship can also create safety hazards. Edgelea Woods Community Association assumes no responsibility for the safety of new construction by virtue of design or workmanship.
- f) Drainage - Changes in grade of other conditions which will affect drainage must be anticipated. Generally, approval will be denied if adjoining properties will be adversely affected by changes in drainage.
- g) ~~g~~ Timing - Projects which remain uncompleted for long periods of time are visually objectionable and can be a nuisance and safety hazard for neighbors and the community. All applications must include estimated completion dates. If such time period is considered unreasonable the ARC may disapprove the application.

~~e-h)~~ home repairs, such as broken railings, missing shutters, etc. must be completed in a reasonable amount of time.

INSPECTION INCIDENT TO CLOSING

- a) At the real estate closing in Virginia, the old owner is required to provide a statement that the property being sold is in compliance with the applicable guidelines of the Community Association.
- b) In order to insure this compliance, an inspection of the exterior of a property and the associated lot prior to sale by a member of the ARC ~~is~~may be required.

**EDGELEA WOODS COMMUNITY ASSOCIATION
ARCHITECTURAL GUIDELINES**

SECTION ONE - AIR CONDITIONERS

- a) The installation of Air Conditioners requires prior ARC approval unless the unit is being replaced with a similar unit in the same location.
- b) Air conditioning units extending from front windows will not be approved unless the applicant can present a specific medical need for such an installation. Such installations require the specific approval of the ARC.
- b) Central air conditioning units shall be installed in the rear and/or side of the yard. If units are located on the side of the house they must be located on the back half of the building and their view from the front of the house should be concealed with appropriate landscaping or fence.
- c) Exterior units may be added or relocated only with minimum visual and acoustical interference to neighbors.

SECTION TWO - ANTENNAE/SATELLITE DISHES

- a) Residents are requested to locate all antennae and satellite dishes shall be located as inconspicuously as possible towards the rear of the house.
- b) Free standing antennae and masts are not allowed.
- c) Antenna masts shall not exceed more than seven (7) feet above the ridge of the roof and shall be constructed with non-corrosive materials.
- d) Antenna booms shall not have a horizontal spread of more than seven (7) feet and shall be constructed with non-corrosive materials.
- e) All straps and other fasteners shall be of non-corrosive materials and shall be kept in good repair.
- f) Satellite dishes require prior ARC approval.

SECTION THREE - ATTIC VENTILATORS

- a) Attic ventilators or other mechanical apparatus requiring penetration of the roof shall be as small as functionally possible. They shall be located on the least visible side of the roof and not extend above the ridge line.

SECTION FOUR - CHIMNEYS

- a) The addition of a chimney to an existing home requires the prior approval of the ARC.
- b) Chimney installations shall be consistent in design, [materials](#), location and color with the existing house.

SECTION FIVE - DECKS

- a) The installation of new, or the substantial alteration of existing decks, require the prior approval of the ARC.
- ~~b) b)~~ Decks shall be located in the rear of the house and kept in good repair.
- c) Doors and light fixtures used on decks should be consistent with those existing on the home. All decks shall be built and used in compliance with all applicable laws and building codes.

SECTION SIX - DRIVEWAYS

- a) The installation of a new driveway or significant additions to existing driveways require the prior approval of the ARC.
- b) Normal repair/resurfacing of existing driveways do not require ARC approval.
- c) Driveways shall be kept in good repair, free of large holes or cracks.
- d) Driveways must be constructed of asphalt or concrete.

SECTION SEVEN - EXTERNAL STRUCTURES

- a) Permanent flagpoles should be of a height, color and locations which is appropriate for the size of the property and surrounding area. Flagpoles require prior ARC approval.
- b) The installation of permanent barbecues require the prior approval of the ARC and shall be installed in the rear yard.
- c) All mailboxes shall conform to applicable U.S. Postal regulations and shall be kept upright, in good working condition, and maintained in a neat and attractive manner.
- d) The construction of new or the alteration of existing tool sheds or other outbuildings require the prior approval of the ARC. If shed is located on the side of the house, their view from the front of the house should be concealed with appropriate landscaping or fence. Rusted, warped, buckled or damaged sheds need to be repaired/replaced.
- e) The installation of signs of a commercial nature, other than those incident to the sale or rental of a property, are prohibited.
- f) The installation of free-standing external light fixtures (i.e., lampposts) require the prior approval of the ARC.
- ~~g) g)~~ The construction of wheelchair ramps or other exterior structures associated with persons with disabilities require ARC's approval.
- ~~g) h)~~ Cable wires must be run to upper levels along the downspouts and gutters.

SECTION EIGHT - FENCES/WALLS

- a) The installation or replacement of fences/walls requires the prior approval of the ARC.
- b) No barbed wire fences, chain link/wire mesh fences or unfinished concrete block walls are allowed.
- c) Wire mesh may be used on the inside of other fencing as long as it is not visible from outside the property.

- d) All fencing must be erected with the finished side out.
- e) Fence height shall not be greater than four (4) feet before the front building line of the property, and not greater than six (6) feet behind or at the front building line.
- d) Effective 2-4-2002, fences past the front plane of any house are not allowed. Previously approved fences will be 'grandfathered' approval. Such grandfathered fences may be replaced provided they meet all the existing ARC and County restrictions(amended 2/4/03)

SECTION NINE - GARDENS

- a) Vegetable gardens are permitted in the rear and side of the yard.
- b) Gardens should be located on land which will not cause water to run onto adjacent property during periods of supplemental watering.
- c) ~~e)~~ Gardens do NOT require prior approval of the ARC. However, the ARC reserves the right to order the removal of gardens which are visually objectionable.

~~e)~~ d) Garden hoses must not be left laying across front yards when not in use.

SECTION TEN - LANDSCAPING

- a) In general, landscaping does not require the prior approval of the ARC. However, the impact of the new trees, bushes, etc. on neighboring property shall be considered before they are added to a lot. The ARC reserves the right to order the removal of any landscaping which adversely affects another property within the community. For the purposes of these guidelines, landscaping is defined as the use of living plants to improve the appearance of a property.
- b) Permanent landscaping features, such as new walkways, retaining walls or structures built with landscaping/railroad ties in areas which are visible from the ~~front of the property~~street require the prior approval of the ARC. Applicants are requested to provide a picture or drawing of the planned materials if possible. Acceptable materials for a retaining wall include railroad ties, brick or field stone. The ARC will consider alternative applications on a case by case basis.

c) The use of ornamental grasses as a lawn cover, extensive rock gardens or "gravel lawns" in the front yards is prohibited.

d) ~~4~~ Property owners are responsible to ensure their landscaping does not obstruct passage or usage of public roads and sidewalks within the community.

e) At the request of the Board of Directors, the ARC will conduct periodic walk-through of the community to identify deficiencies in grass, tree, and bush or shrubbery maintenance. Property owners with identified maintenance problems will be notified of the problem in writing. The Association shall request corrective action to be accomplished within a stipulated time frame from 7 to 60 days depending upon the severity of the violation.

Deficiencies would include, but not be limited to, the following:

Grass

Grass in the front or back yard of a property exceeding eight (8) inches in height, or yards with more than 50% of the area in dead grass.

Unkempt front yards or back yards with more than 50% of the area in weeds, or weeds which exceed eight (8) inches in height.

Trees, Bushes and Shrubbery

Dead trees, bushes or shrubbery.

Diseased trees, bushes or shrubbery.

Trees, bushes or shrubbery overgrown to the point of becoming a hazard or, in the opinion of the Architectural Review Committee (ARC), by reason of their location or the height to which or the manner in which they are permitted to grow, detrimental to neighboring property or unattractive in appearance.

SECTION ELEVEN - LIGHTING

a) No exterior lighting shall be directed outside the limits of that specific lot.

- b) Exterior lighting should be compatible to the style and scale of existing fixtures, or of similar installations within the community.
- c) Exterior seasonal decorations (such as Christmas lights, Halloween decorations, etc.) do NOT require ARC approval. These displays must be removed within one month of the celebrated holiday ~~a "reasonable period of time" after each holiday.~~
- d) ~~d)~~ All residents are encouraged to leave some exterior lights on during hours of darkness to enhance the security and safety within the neighborhood.
- ~~e)~~ Replacement of light fixtures which maintain the present style and color do not require ARC approval. All other lighting fixture changes require ARC approval.

SECTION TWELVE - MAJOR ALTERATIONS

- a) A "major alteration" is defined as any change to an existing property which changes the exterior appearance of the property. This includes, but is not limited to, additions of garages/car ports, additional rooms and changes in the grade of the property. Major alterations require the prior approval of the ARC. Coordination with adjacent properties is strongly recommended when planning major alterations because the opinions of these property owners will be considered by the ARC for their review.
- b) The installation of new doors and/or windows (including garage doors) which alter the structure of the existing house requires prior approval of the ARC. Replacement of existing windows and/or doors do NOT require ARC approval as long as they are compatible to the scale, type and color of the existing windows and/or doors. The windows replacement grills must match the original style. Windows without grills will not be approved if they existed in the original style.
- c) The design of major alterations shall be compatible in scale, materials and color of the applicant's house and adjacent houses.
- d) Pitched roofs and other new construction shall match the slope of the existing roof on the applicant's house. Roof coverings for new alterations shall be of the same color and type as the existing roof covering of the house.
- e) Changes in grade and other conditions which affect the drainage of a lot should be proposed to the owners of neighboring lots prior to seeking ARC approval. ARC

approval will be denied if adjoining properties feel they will adversely affected by changes in drainage.

- f) Building materials shall be stored inconspicuously as possible during construction. Excess materials and debris shall be removed immediately upon completion of the construction.

SECTION THIRTEEN - PAINTING

- a) Any change in paint color of any exterior element from its existing color requires prior ARC approval. ~~Repainting or staining of the exterior surfaces of a house and its trim shall~~All changes in color shall be compatible with the existing color schemes within the community. A sample of the paint color should be submitted with the application.
- b) Painting of wooden fences and the use of wood preservative or stains which are compatible to the color scheme of the house is allowed. Prior ARC approval is recommended before the staining of fences. The ARC reserves the right to require the replacement or removal of fences/walls which are considered to be contrary to the existing scheme of the property ~~and~~ the overall compatibility of the neighborhood.

SECTION FOURTEEN - PATIOS & GROUND LEVEL DECKS

- a) The installation of patios and ground level decks require the prior approval of the ARC.
- b) Patios and ground level decks shall be located in the rear of the house.

SECTION FIFTEEN - RECREATION & PLAY EQUIPMENT

- a) Play equipment shall include, but not be limited to swings, sliding boards, kiddie pools, sand boxes and jungle gyms.
- b) Recreation and play equipment shall be placed in the rear yard, with the exception of basketball backboards, which may be installed to houses/garages or on poles near the driveway.

c) Consideration should be given to lot size, equipment size/design, and the amount of visual screening.

d) ~~d)~~ All recreation and play equipment shall be maintained in a neat and safe working condition.

e) All play equipment containing a platform should be located in such a manner as to minimize the overlook into a neighbor's yard or house. It is recommended that such plans are discussed with neighbors prior to installation.

~~d-f)~~ Tree-houses require prior ARC approval and should conform to county guidelines.

SECTION SIXTEEN - STORM WINDOWS, SCREENS, ~~&~~ DOORS AND SHUTTERS

a) ~~a)~~ Storm doors and screen window frames should be compatible in size, color and style of the existing door and window frames. Color of storm door must match the color of entry door, or the color of the trim around the door, or must be white. All new or replacement storm doors require ARC approval.

~~a-b)~~ Shutters are required if they were installed on the original house and must be maintained according to their original placement and dimensions. They cannot be permanently removed. Without prior approval, they may not be removed for more than a period of 21 days for any reason. All shutters must match exactly and be the same color. The shutters must be mounted flush to the window frame and not on it or over it. The shutter length must equal the length of the window frame. Incorrectly installed shutters must be corrected.

SECTION SEVENTEEN - SWIMMING POOLS

a) The installation of a pool requires the prior approval of the ARC.

b) Swimming pools shall be located in the rear yard of the lot. The pool and any associated mechanical equipment shall be protected by a fence which conforms to the community's standards for fences (see section eight).

c) Inground and above-ground pools are permitted.

d) ~~d)~~ The removal or disturbance of existing trees should be minimized.

~~d)-e)~~ When draining pools, residents must ensure that the pool water does not run onto adjacent property.

SECTION EIGHTEEN - VEHICLE PARKING

a) The parking of any commercial vehicles, longer than twenty feet, within the community is prohibited.

b) The long-term (exceeding ten days) maintenance of vehicles in driveways or on the streets within the neighborhood is prohibited.

c) ~~e)~~ Parking within each lot is prohibited on areas other than the driveway, garage or car port.

d) In an effort to be good neighbors, residents are requested to park their cars in front of their own property unless previously discussed with another resident.

e) Recreational Boats (rowboats, canoes, jet skies, etc.) should be stored neatly in the back yard below the fence line and not visible from the street.

~~e)-f)~~ Property owners are responsible to ensure their vehicles do not obstruct passage or usage of public roads and sidewalks within the community.

SECTION NINETEEN: GENERAL MAINTENANCE

Each lot and the landscaping and structures thereon shall be maintained in good and attractive condition and in full compliance with the Associations Declaration of Covenants, Supplemental Declaration, and the Articles of Incorporation, Bylaws, Rule and Regulations of the Association and ARC. No homeowner shall maintain (or fail to maintain) his/her lot or the landscaping or any structure thereon in such a manner as to permit such lot, landscaping or any structure to detract from the integrity, harmony, safety or appearance of the Edgelea Woods Community.

The following are examples of major maintenance deficiencies:

a) Paint that is faded, peeling and/or exposes bare wood;

- b) Missing, mismatched, damaged or broken shutters;
- c) Grass that is more than eight (8) inches long in front or back yards;
- d) Dead, diseased, or overgrown trees, bushes or shrubbery in front or back yards;
- e) Unkempt front or back yards with weeds and/or debris;
- f) Missing bricks; bricks that need cleaning or repointing (needs mortar);
- g) Wood, garbage cans, ladders, barbecues, tools, toys, etc. in the front yard;
- h) Fences that are leaning, have missing slats, are patched, or pose a safety hazard;
- i) Railings that are loose or missing;
- j) Loose, bent or missing gutters and downspouts;
- k) Roofs in need of repair or replacement or missing or damaged roof shingles or tiles;
- l) Missing, damaged or discolored siding;
- m) All trash, including large items waiting for disposal should not block the public sidewalk and should not be located in front of the house for more than 7 days.
- n) Any addition, altercation or change that is not compliant with ARC guidelines.

ARC Approval Application

To: Edgelea Woods Community Association
Architectural Review Committee

Date received: Request # Lot #

Applicant's Name:

Address:

Phone:

Description of Item to be reviewed:

.

Drawing:

Signature

Date

Disposition:

EDGELEA WOODS COMMUNITY ASSOCIATION

COMMON GROUNDS

RULES & REGULATIONS GOVERNING THE USE OF THE COMMON AREA (July 1993)

To promote the health, safety and enjoyment of the homeowners, the following rules and regulations shall govern use of the Common Area.

1) All persons using the Common Area will abide by these Rules and Regulations.

2) The following are prohibited:

a) Use of the area during the hours of darkness.

b) Any noxious or offensive activities including but not limited to:

dumping of liquid or solid waste
excessive noise
use of horses or motorized vehicles
posting of signs, advertisements or other notices

c) Any dangerous activity including but not limited to:

use of firearms or other weapons
fires
[drinking of alcohol](#)
[use of illegal substances](#)

d) Physical disturbances of the area including but not limited to:

cutting or removing vegetation
removing soil or stone
planting vegetation
erecting of any structure

3) The Board may grant exception to any rule upon finding that such action is warranted under the circumstances.

4) The Board may amend these Rules and Regulations upon recommendation of the Land Management Committee and unanimous vote of the Board. Any Homeowner may propose amendments by submitting a written recommendations to the Land Management Committee.

5) These Rules and Regulations as approved by a plurality of the Homeowners and adopted by the Board in accordance with Article VII of the By-Laws shall remain effective until changed as set forth above or by vote of the Homeowners.

DISCLOSURE PACKETS

"Disclosure packets" are required by Virginia law to complete the necessary paper work to proceed in the sale of your home. These packets include the following items:

- 1) Home Owner's Community Association Handbook to include:

Architectural Guidelines

By-laws

- 2) A copy of the Liability Insurance Policy for the common grounds
- 3) Notice of the annual dues and the payment status of these dues by the current homeowner
- 4) Notice of any possible lawsuits pending against the Edgelea Woods Community Association
- 5) "Compliance Letter" - indicating that all exterior changes made to the said residence were registered and approved by the Architectural Review Committee

In order to process a packet request, the home owner is required to pay a processing fee of \$_____. This fee is to be paid by check (made payable to: Edgelea Woods Community Association) and delivered to any board member.