

Resolution Number 1, 5/24/95

Amended 6/24/09

WINDSOR PARK CLUSTER ASSOCIATION ASSESSMENT AND REIMBURSEMENT REQUIREMENTS

1 IN GENERAL

- 1.1 The Articles of Incorporation of the Windsor Park Cluster Association creates an assessment obligation for Lot Owners, by powers granted to Cluster Associations provided by the Deed of Dedication of Reston, amended in 1984, Article VII Section VII.i d(2) .
- 1.2 The Property Owners' Association Act, Code of Virginia, Section 55-508, et seq. (1989), as amended, specifies the types of relief the Association, through its Board of Directors, may seek under the terms of the Association's governing documents.

2 DEFINITIONS

- 2.1 Association: The Windsor Park Cluster Homeowners' Association
- 2.2 Assessment:
 - 2.2.1 An annual charge (**Assessment**) imposed by the Association on each lot owner;
 - 2.2.2 Any special charge (**Special Assessment**) imposed by the Association on each lot owner;
 - 2.2.3 Any penalty (**Penalty Assessment**) imposed on a lot owner by the Association's Board of Directors for violation of Cluster Standards.
- 2.3 Fee:
 - 2.3.1 A fixed charge (Late Fee) imposed by the Association for failure to pay assessments when due;
 - 2.3.2 Any fixed charge imposed by the Association for the provision of a service to a member of the association (e.g., fee for preparation of a Disclosure Package).
- 2.4 Charge:
 - 2.4.1 The reimbursement to the Association of any costs incurred by the association or its contracted management company in pursuit of past-due assessments (including legal fees, court costs, postal costs, and other incurred expenses);
 - 2.4.2 The reimbursement to the Association of any costs incurred by the association or its contracted management company resulting from the action of a lot owner or residents (e.g., returned check charges, repair of damage to common property caused by a lot owner or resident).

- 2.5 Outstanding Balance: The sum of all unpaid assessments, fees, and charges.
- 2.6 Member in Good Standing: A lot owner who has no outstanding balance.

3 DUE DATES, FEES AND CHARGES, AND COLLECTION PROCEDURES

- 3.1 One-fourth of the Annual Assessment is due on the 1st day of each quarter (January 1st, April 1st, July 1st, and October 1st) (Due Date).
- 3.2 Special Assessments, Penalty Assessments, fees, and charges are due on the 1st day of the month following the notice of and outstanding balance (Due Date), provided 21 days elapse between the mailing of the notice and the 1st day of the following month.
- 3.3 The Board of Directors shall have the authority, on a case-by-case basis, to waive the procedures identified in 3.4, 3.5, and 3.6 upon majority vote.
- 3.4 Lot owners that have not paid the Outstanding Balance within one month of the due date shall incur a late fee of \$15. The late fee and charges associated with additional notices shall be added to the lot owner's account, and a new notice of Outstanding Balance, including the late fee and charges, shall be sent by mail to the lot owner's address of record.
- 3.5 If a lot owner's Outstanding Balance is 45 days overdue and greater than one-fourth of the annual assessment, the account shall be turned over to the Association's attorneys to recover the Outstanding Balance through all means available under the Property Owners' Association Act. Attorneys' fees associated with appropriate legal action shall be added to the Outstanding Balance prior to the attorneys' notifying the lot owner of impending legal action.
- 3.6 If a lot owner's Outstanding Balance is 45 days overdue and less than one-fourth of the annual assessment, an additional late fee of \$15, and any charges incurred by the contracted management company associated with additional notification of balance due, shall be added to the lot owner's account, and a new statement of outstanding balance shall be sent by mail to the lot owner's address of record when the outstanding balance is 60 days overdue.

4 ADDITIONAL RESTRICTIONS

- 4.1 A lot owner that is not a Member in Good Standing shall be denied the following:
 - 4.1.1 To vote in elections of the Board of Directors or on motions raised in a general meeting of lot owners or the Association.
 - 4.1.2 To use common property for any purpose (except entrance and egress from the lot owned).

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Windsor Park Cluster Association, a Virginia non-stock corporation: and

THAT the foregoing Assessment and Reimbursement Requirements constitute the Assessment and Reimbursement Requirements of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 24th of June, 2009.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed the seal of said Association this 24th of June, 2009.

Chip Mayse
Secretary