

## LEEWOOD HANDBOOK CONTENTS

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## I. INTRODUCTION

### WELCOME TO LEEWOOD!

We believe that Leewood is an attractive and friendly community, and we hope that you find it to be so. The involvement of all of our Residents and Homeowners in the care and administration of the community is essential; you are urged to become an active participant in your community's activities.

This Handbook contains information describing how our community is run and contains the legal documents that form the basis of our Association. There is a separate book, "The Leewood Design and Maintenance Standards" ("Standards") which contains the rules concerning home maintenance and repair. If there are conflicts in the legal documents, the order of precedence is: Covenants, Articles of Incorporation, Bylaws, and Rules and Regulations. Rules and Regulations are those items found in the Resolution section of this Handbook and in the Standards manual.

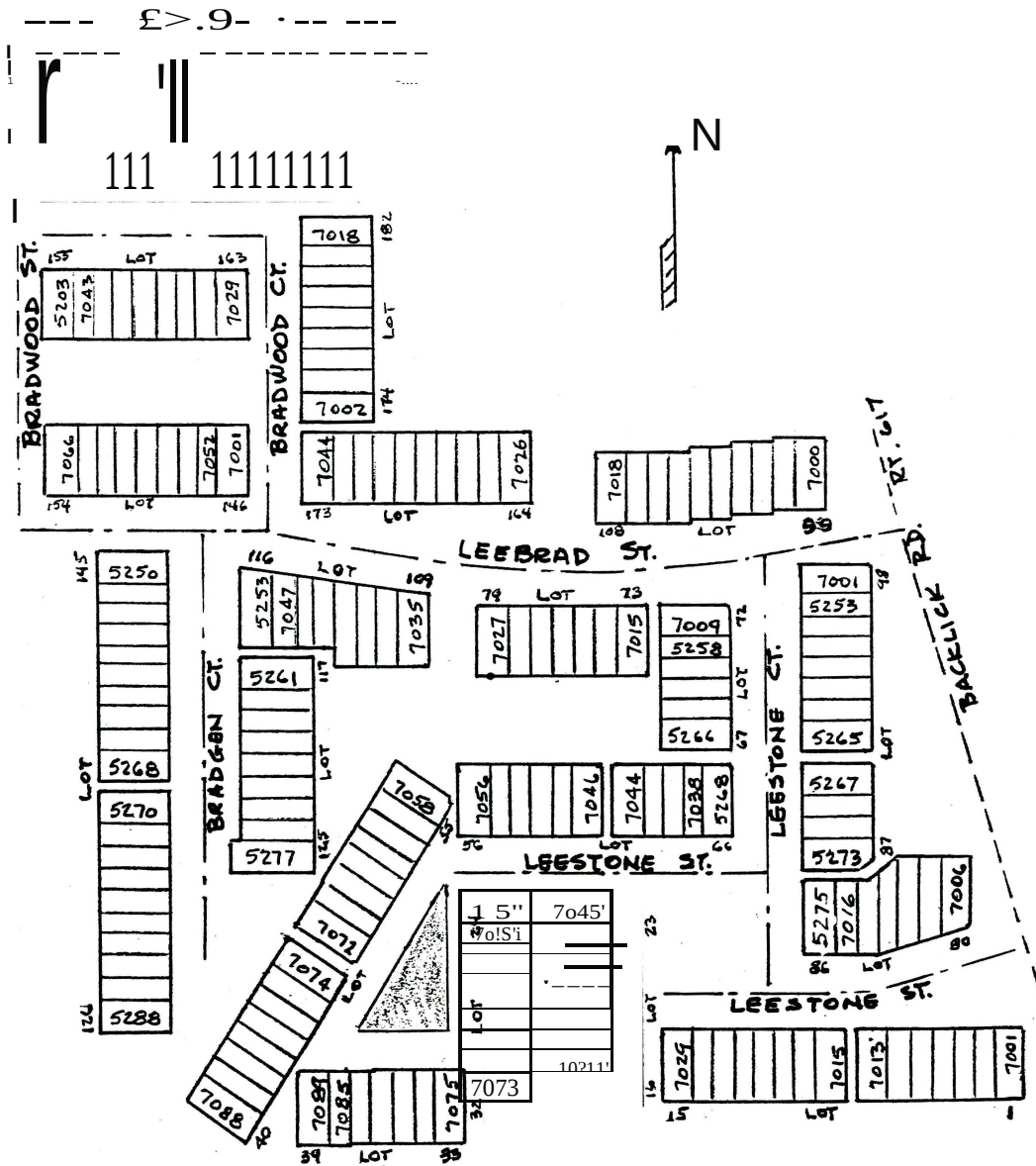
All Homeowners are members of the Leewood Homeowners Association, Inc. ("Association"). Membership brings with it certain rights and responsibilities, many of which are discussed in this Handbook. For example, all have equal rights to enjoyment of the Common Area, and may expect that certain services (e.g., trash collection, snow removal, and mowing of the Common Area and front yards) will be provided. Responsibilities include complying with the Standards and other rules, supporting your Association through volunteering to serve on a committee or the board, and paying assessments in a timely manner. Homeowners who rent their units to others should ensure that the Tenants are aware of and abide by the contents of this Handbook and the Standards.

If the concepts of volunteering and supporting your community, or living in a planned development with its rules and regulations are distasteful to you, then perhaps you should consider more carefully if this is the type of environment you desire. Forms of housing with no association (apartments, farms) do not impose the extra obligations of association living.

The Association's address is:

Leewood Homeowners Association, Inc.  
P.O. Box 1421  
Springfield, Virginia 22151

# LEEWOOD



## II. GENERAL INFORMATION

### A. Administration

The affairs of the Association are managed by the Board of Directors ("Board"), which consists of five (5) persons elected by the Association membership for terms of three years. The Association has four (4) officers: President, Vice-President, Treasurer, and Secretary. (See Section III.A. of the Handbook.)

The Board has established committees and other representatives to assist the Board in the administration of the Association's activities. The role and composition of the Committees and the such representatives are contained in Sections III.B. through III.H. of this Handbook.

### B. Parking

Residents are urged to review the Parking Restrictions contained in Article XVIII of the Association's By-Laws and in Resolution 2.

We have 400 designated parking spaces for the 195 units in our community. Parking is permitted only in spaces marked on the curbs. Parallel parking is not permitted.

Each unit has one reserved parking space, usually located directly in front of the unit. Reserved spaces are designated as such by the word "Reserved" and the corresponding lot number painted on the curb; the owner of that lot (or his tenant) has the exclusive right to park in that space. Any Resident or guest of a Resident may park in the unreserved designated parking spaces throughout the community. Some Residents decide that certain unreserved spaces are theirs exclusively; there is no basis in our documents for this opinion.

Any vehicle parked in violation of the Parking Restrictions is subject to being towed at the owner's risk and expense. Residents are urged to advise guests of the Association's parking rules, and suggest that they park only in unreserved designated spaces or on county streets bordering our community (e.g., Bradwood Street).

### C. Trash Service

The Association provides for the collection of trash from each property. Trash collection is on Tuesday and Friday. Recyclables are collected on Tuesdays only. The holidays for the trash contractor are: Thanksgiving, Christmas and New Years Days. If a trash or recycling collection day falls on a holiday, there will be no pickup that day; trash service will resume on the next regularly scheduled pickup day.

Trash must be secured in heavy duty trash bags or trash cans. Trash may not be placed in boxes, grocery store plastic bags or other types of containers. Trash should be placed out after dark the day before trash pickup. NO earlier placement of trash or recyclables is permitted. Trash may be picked up as early as 6:00 a.m. on collection day. Trash, trash cans and recycling bins are not to be stored on front porches, visible side yards or front yards of homes. Residents should not place trash or recycling bins on the grass. If the home has no curb in front of it, trash and recycling should be placed at the closest available curb on that resident's street. Trash should not be placed on curbs in front of cars; make sure trash is visible to the contractor. Trash cans and recycling bins must have the owner's house number and street on them.

Recycling bins have been provided to each home; the bin is the property of the contractor and the responsibility of the resident. Recycling will be picked up each Tuesday. Newspapers, magazines, mixed paper should be placed in a brown paper bag or bundled and tied with twine and placed in or next to recycling bin. Cardboard and paperboard should be cut to less than three feet square in size, flattened, and placed in or next to recycling bin. #1 and #2 plastic bottles and jars, glass bottles and jars, metal food containers, soda bottles and cans should be rinsed and placed in recycling bins. Dairy tubs, plastic bags such as grocery bags, styrofoam packaging, aluminum foil, foam take out trays, pizza boxes, hardback books, lids/caps/tops, lightbulbs, ceramics, prescription vials, alkaline batteries are not recycling but ordinary trash. Brush and limbs should be not exceed 4 feet in length and 3 inches in diameter and should be put in manageable bundles. Leaves and other small yard debris should be bagged. No recycling should be placed in plastic bags, boxes or containers other than indicated above.

Our contractor will NOT pick up rocks, propane tanks, bricks, construction material, dirt, sod, stone, rocks, cement, tree stumps, limbs over 6 inches in diameter, paint, motor oil, car batteries, tires, dead animals, poisons, dangerous acids, caustics, explosive materials or items too large to be handled by refuse collectors.

The Contractor will remove moving boxes placed at the curb. The Contractor will provide curbside pickup for furniture, extra large amounts of yard debris, mattresses and other large non-ferrous (metal) items. Collection of ferrous metals/white goods (appliances) such as refrigerators, stoves, washers, dryers, etc. and other bulky items will be scheduled by appointment only. There will be an additional charge for white goods. Call customer service at 703-368-0500 for special pickups.

#### **D. Snow Removal**

The Association contracts for snow plowing and street sanding services. The contractor automatically plows snow when it reaches a certain depth (2-3 inches). Plowing and sanding are limited to the streets in our community, except that we do plow Bradwood Street to allow for entry/exit by our residents. Snow and ice removal from parking areas and sidewalks is the responsibility of the Residents.

## E. The Common Area

### 1. Use of the Common Area

The Common Area is administered by the Association for the enjoyment of all Residents (Article IV, Section I of the Association's By-Laws). The Board of Directors has exclusive authority over the use of the Common Area (Article VIII, Section 1 (a) of the Association's By-Laws). The term "Common Area" is defined in Article I, Section 1 (c) of the Association's Covenants as "all real property owned by the Association for the common use and enjoyment of the members of the Association." Essentially, this refers to all property in the community other than: land occupied by units; land enclosed in fences behind units; and land between the front of a unit and the sidewalk.

As a general matter, advance permission from the Board is not required for temporary use (not to exceed one (1) day) of the Common Area for activities such as block parties and birthday parties. Other temporary use (such as yard sales) and temporary use that is expected to extend beyond one (1) day must receive advance Board permission, which will be granted or denied at the Board's sole discretion.

Residents using the Common Area should be considerate of their neighbors, and should avoid loud noise at all times and noise of any kind after 11 p.m. We request that parents make sure that their children do not play in the streets, and are respectful of the common property. This means, no climbing in the trees, no breaking of branches, no running through flower beds, and so forth.

At no time is any motor vehicle to be driven or parked on the Common Area (including the sidewalk but excepting the streets). Please insure that your contractors do not drive on the Common Area. It is dangerous and ruins the turf. It can also damage sidewalks and curbs.

Storage of items or dumping of debris in the Common Area is forbidden. The Board has the right to remove any such items and charge the homeowner for such removal. All Residents using the Common Area will be held responsible for any damage and must clean up the area after each use.

### 2. Landscaping

The Association contracts for the maintenance of the Common Area and the lawn areas in the front of each unit in the community. Lawn maintenance services include: mowing, fertilization, and weed and pest control. In Common Areas only, the Association provides for the fertilization, pest control and pruning of trees and shrubs plus the removal of diseased or dead trees and reseeding of the ground in areas that need thicker grass.

The Association also has a significant planting program for the Common Area designed to replace trees and shrubs that die, and to enhance the attractiveness of the community by adding new trees and shrubs. The cooperation of Residents in watering newly planted trees and shrubs in the Common Area is greatly appreciated, and may be critical to the survival of the plants.

Residents may not plant any tree or shrub in the Common Area without the approval of the Board. Application for planting should be submitted to the Architectural Review Committee. All should be aware that the Common Area belongs to the Association. There must be no dumping or storage of materials on the Common Area. In general, the Association can not allow the use of the common area for any one unit's sole enjoyment.

Watering of front lawns and Common Area lawns adjacent to dwellings is encouraged. Experts advise that lawn watering should be done in the morning before 11 a.m. or not at all. Watering in the evening encourages the spread of lawn pests and diseases. Since grass requires approximately one inch of rainfall every ten (10) days for optimal growth, lawns should be watered to supplement rainfall below this level.

## F. Architectural Review

The Board has adopted regulations designed to preserve the architectural character and aesthetic qualities of the community. These regulations are contained in the Leewood Design and Maintenance Standards (Standards). The Standards provide that any alteration to the exterior character of a unit must have the prior approval of the Architectural Review Committee. The Standards also prohibit storing recycling bins, storage of toys, chairs, trash cans, and other items on the front/side porches and yards.

If violations of these rules are suspected, the matter should be submitted in writing to the Board. An investigation will be made and Due Process Procedure followed (as explained in Resolution 5). Unless the violation poses a health or safety threat, or is in violation of Fairfax or State Law, the matter will probably be turned over to the Architectural Review Committee. If they are not successful in resolving it, the matter will be brought before the Board for a hearing. At that hearing, the homeowner may be represented by an attorney. If the Board determines that the violation does in fact exist, a number of remedies are available, including monetary charges of \$10/day or \$50/event (or whatever limits are set in the Property Owners Act), discontinuance of services, or legal action.

It is hoped that these steps would all be unnecessary and that owners and residents will comply voluntarily. Remember that in the end, any legal action hits the owner twice, once personally, and secondly the cost of that action comes out of the Association coffers which are fed by the homeowner.

## G. Animal Control

Article X, Section 7 of the Association's Covenants expressly prohibits the raising, breeding, or keeping within the community of any animals other than dogs, cats, or other household pets not raised, bred, or kept for any commercial use.

In addition, Article XIX of the Association's By-Laws authorizes the Fairfax County Animal Warden and the Fairfax County Police to enforce the County's "leash laws" within our community. All dogs in public areas, including front yards, must be kept on a leash. Residents who walk their pets within the community are expected to clean up after their pets. If they do not, this also is against Fairfax Ordinances and any residence may report such a violation to the Fairfax Animal Control (the telephone number is in your directory). Pets are to be kept under control at all times to avoid disturbing other residents. County authorities may remove an animal that barks for an extended period or late at night.

## H. Neighborhood Watch

Our community participates in the Neighborhood Watch program sponsored by the Fairfax County Police Department. Under the "passive watch" program employed in our area, Residents serve as the "eyes and ears" of the Police. They report suspicious events quickly and effectively, thus permitting the Police to concentrate on enforcing laws and apprehending criminals. Watch members DO NOT attempt to detain or arrest suspicious persons--this activity is reserved for the Police. Notices regarding Neighborhood Watch training programs will be posted.

Neighborhood Watch also provides information on making homes more crime resistant. As a means to deter criminal activity in our community, the Neighborhood Watch program strongly recommends that the front and back exterior lights on all houses be kept on throughout the night, and that sliding glass doors be secured with auxiliary locking devices.

## I. Newsletter

The Association's Newsletter is published monthly, and contains Board announcements and information of interest to Residents. Residents are encouraged to submit items of interest to the community for publication; however, the appropriateness of such items for inclusion in the Newsletter lies within the judgment of the Newsletter Editor and, where appropriate, with the advice and consent of the Board.

## J. Voter Information

Leewood is located in:

Congressional District 8  
State Senate District 35  
House of Delegates District 39  
Fairfax County District: Braddock  
Voting Precinct: North Springfield No. 3

The polling place is located at:

North Springfield Elementary School  
7602 Heming Court  
Springfield

## K. Assessments

Article VI, Section 2, of the Association's Covenants provides that the annual assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Residents.

Article VI of the Covenants specifies the obligation of Homeowners to pay the annual and special assessments. Annual and special assessments, together with any interest thereon and costs of collection thereof, are a charge on the land and a personal obligation of the Homeowner.

Pursuant to Article XII, Section 5, of the Association's By-Laws, the Board has specified that annual assessments are to be paid quarterly, in advance. The association sends accounts that are in arrears to the association attorney for collection. The homeowner is then responsible for the assessments and attorney costs.

## L. Reserves

\_\_\_\_\_Part of the assessments go into a Reserve account that serves as a savings account to maintain the Association's capital structure. The Association has a Reserve Account schedule by which it estimates the amount needed in order to keep the streets, signs, sidewalks, mailbox stands, etc. well maintained. By fully funding this account, the need for Special Assessments will be minimal, and hopefully, non-existent. In effect, the Reserve account insures that everyone pays their fair share for the wear and tear on Leewood. It would not benefit anyone to move out just before a major repair of the streets, for example, as the cost of the repair has in effect been charged to all owners over the years building up to the needed repair.

Members should understand that the Reserve account is very important and professionals consider it to be part of the equity of your home. The balance of the Reserve account will vary, depending on whether there has recently been an expenditure from that account. The thing to remember is that for the balance to be meaningful, reserve monies should be spent only on those items enumerated in the reserve schedule. Leewood's reserve account is solely for repair and replacement.

#### M. Association Meetings

The Board of Directors holds regular meetings open to all Residents on the second Tuesday of every month at the Phillips School located at 7010 Braddock Road. When the board believes it necessary, they may also from time to time hold Special Board Meetings or Executive Sessions.

There is an Annual Homeowners Meeting which falls on the second Tuesday in March. At this meeting, homeowners are informed of the status of the Association and participate in other business functions of the association, including the election of new board members.



### III. ADMINISTRATION

#### A. Directors and Officers

##### 1. Board of Directors

Article VII of the Association's Covenants provides that the affairs of the Association shall be managed by a Board of Directors ("Board"). The powers and duties of the Board are set forth in Article VIII of the Association's By-Laws. Among other things, the Board has broad authority to establish rules and regulations governing the use of the Common Area, and has the ultimate responsibility to cause the Common Area to be maintained and the exteriors of dwellings to be maintained as provided in Article X of the Association's Covenants.

The Board consists of five (5) members elected by the Association membership for three (3) year terms. The Board holds regular meetings open to all Residents on the second Tuesday of every month at the Phillips School (Northwest corner of Backlick and Braddock). When it deems appropriate, the Board may meet in Special or Executive sessions.

Article IX of the Association's By-Laws authorizes the Board to establish committees, and appoint persons to serve on such committees, to assist the Board in carrying out the Association's functions.

##### 2. Officers

The Association's officers, and their duties, are specified in Article XI of the Association's By-Laws, and are elected by the board. The officers are:

- a. President - presides at all Board meetings, and is the chief executive officer of the Association.
- b. Vice President - acts in the place of the President in the event of his absence, inability to act, or failure to act.
- c. Secretary - among other duties, records the votes and keeps the minutes of all meetings.
- d. Treasurer - among other duties, receives and deposits in appropriate bank accounts all monies of the Association, and disburses such funds as directed by the Board.

## B. Architectural Review Committee

This Committee has been established by the Board pursuant to Article VIII of the Association's Covenants and Article IX of the Association's By-Laws, and shall consist of a maximum of seven (7) members (who may be Association Directors or Officers) appointed by the Board, one of whom shall be elected Chairperson by the Committee members. Committee members shall serve from the close of the Association's Regular Annual Meeting until the close of the following Regular Annual Meeting.

The Committee has the following responsibilities and functions:

1. Monitor compliance with the Leewood Design and Maintenance Standards (STANDARDS), and the relevant portions of the Association's Covenants (particularly Articles VIII, IX, and X).
2. Rule on proposed exterior modifications to residences submitted by Homeowners to the Committee for approval.
3. Report to the Board regularly on the activities of the Committee. It is required that the Board be informed of complaints filed, and then the progress being made on the resolution of any complaint within 60 days.
4. Present a proposed budget to the Board each October for Committee expenditures during the next fiscal year.

## C. Grounds and Maintenance Committee

This Committee has been established by the Board pursuant to Article IX of the Association's By-Laws, and shall consist of a maximum of seven (7) members (who may be Association Directors or officers) appointed by the Board, one of whom shall be elected Chairperson by the Committee members. Committee members shall serve from the close of the Association's Regular Annual Meeting until the close of the following Regular Annual Meeting.

The Committee has the following responsibilities and functions:

1. Review the performance of the following contracts:
  - a. Grounds maintenance - this category represents the largest portion of the Association's budget. Contracts relate to the maintenance of the grounds in the Common Area in the community, and include lawn mowing; lawn, tree and shrub fertilization; pruning; and pest control. One member of the Committee should be designated as the contact person with respect to each contract.

- b. Trash Removal - provide for the regular collection of trash from all units in the community.
  - c. Snow Removal - provide for the plowing of snow from the community's streets (excluding parking areas) when snow reaches a depth of two (2) inches, and provide for sanding of the streets (excluding parking areas) when necessary.
- 2. Develop a landscaping scheme and implementation program for the Common Area of the community, and present recommendations with respect to the scheme and program to the Board.
- 3. Conduct general inspections of the sidewalks, streets, and other physical features in the community to determine whether repairs are necessary, and make recommendations to the Board with respect to such repairs.
- 4. Maintain minutes of Committee meetings, and report monthly to the Board with respect to Committee activities.
- 5. Obtain bids from contractors for each of the services described in paragraph 1 above and for proposed landscaping and other projects within the Committee's jurisdiction, and present a proposed budget to the Board each October for those items and other Grounds and Maintenance expenditures during the next fiscal year.

#### D. County and Community Affairs Committee

This Committee has been established by the Board pursuant to Article IX of the Association's By-Laws, and shall consist of a maximum of seven (7) persons (who may be Association Directors or Officers) appointed by the Board, one of whom shall be elected Chairperson by the Committee members. The members of the Committee shall serve from the close of the Association's Regular Annual Meeting until the close of the following Regular Annual Meeting.

The Committee has the following responsibilities and functions:

- 1. Consult with Fairfax County and other governmental officials with respect to matters that may have an impact on our community, such as proposals for zoning variances, the development of County recreational facilities, etc.
- 2. Ensure that the Association is represented at meetings held by the Braddock District Supervisor.

3. Maintain minutes of Committee meetings, and report monthly to the Board with respect to the Committee's activities.
4. Present a proposed budget to the Board each October for Committee expenditures during the next fiscal year.

#### E. Finance and Investment Committee

This Committee has been established by the Board pursuant to Article IX of the Association's By-Laws, and shall consist of a maximum of five (5) persons (who may be Association Directors or Officers) appointed by the Board, one of whom shall be elected Chairperson by the Committee members. The Committee members shall serve from the close of the Association's Regular Annual Meeting until the close of the next Regular Annual Meeting.

The Committee has the following responsibilities and function:

1. Determine whether the current Replacement Reserve and other reserves are adequately funded, and recommend to the Board the amount that should be committed to the reserves each year to provide for anticipated expenses.
2. Evaluate possible investment vehicles, and recommend to the Board investments suitable for the Association's assets.
3. Maintain minutes of Committee meetings, and report to the Board upon its request and otherwise as deemed appropriate by the Committee.
4. Present a proposed budget to the Board each October for Committee expenditures during the next fiscal year.

#### F. Audit Committee

This Committee has been established by the Board pursuant to Article IX of the Association's By-Laws, and shall consist of at least two (2) members (none of whom may be Directors or Officers of the Association) appointed by the Board. Committee members shall serve from the close of the Associations Regular Annual Meeting until the close of the next Regular Annual Meeting.

The Committee has the following responsibilities and functions:

1. Conduct or supervise the annual audit of the Association's books.
2. Approve the annual budget and statement of income and expenditures to be presented to the Association membership at the Regular Annual Meeting.
3. In its discretion, make recommendations to the Board with respect to the Association's internal accounting controls, maintenance of the Association's books and records, or other financial and accounting matters.

#### G. Nominating Committee

This Committee has been established by the Board pursuant to Article VII of the Association's By-Laws, and shall consist of a Chairperson, who shall be a member of the Board, and two (2) or more members of the Association appointed by the Board. The Committee members shall be appointed by the Board prior to each Regular Annual Meeting of the Association, and shall serve from the close of such meeting until the close of the next Regular Annual Meeting.

The Committee has the following responsibilities and functions:

1. Prior to the Association's Regular Annual Meeting, solicit the interest of persons who wish to stand for election to the Association's Board of Directors.
2. Publish the names of the nominees for election to the Board in the Association's Newsletter or meeting announcement distributed immediately preceding the Regular Annual Meeting. The Committee may 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 at the Regular Annual Meeting.
3. Maintain minutes of Committee meetings, and report to the Board at the Regular Annual Meeting or otherwise as requested by the Board with respect to the Committee's activities.

## H. Consumer Affairs Representative

This person maintains a data base of contractors that have been used by other members of the community. Residents or homeowners are encouraged to submit an evaluation of contractors after the work is performed, and the representative makes this information available to all. In addition, the representative promotes the formation of groups for group rates on projects such as fencing and roofing.

## I. Welcome Committee

This committee develops and delivers the packet which welcomes new members into our community.

CURRENT  
RESOLUTIONS

TAB A



## Leewood Homeowners Association

### Resolution 2.

January 10, 1995

Whereas, Article XVIII of the Bylaws specifies a parking policy for Leewood, and  
Whereas, Article XVIII, Section 4. provides for towing by the association,  
The Board of Directors wishes to enforce these restrictions and hereby RESOLVES that:

1. If a vehicle is parked so as to pose a hazard to the citizens of Leewood, block the streets, or prevent access to parking spaces, the vehicle may be towed immediately.
2. If vehicles are otherwise parked legally, but do not have the proper registration, tags, and inspection: The Association will place a notice on the vehicle specifying the violation. If, within one week the violation has not been remedied, the Association shall call the Fairfax Police for ticketing and towing. If the police do not respond in a timely matter, the Association may tow the vehicle.
3. Other parking violations will be handled as follows:
  - a. Upon receipt of complaint by a resident, the Association shall place a warning notice on the vehicle. If the vehicle remains in violation of the parking restrictions, and no response has been made by the owner of the vehicle, the Association may tow the vehicle after 24 hours has elapsed. Before a vehicle is towed, the resident must complain again about the violation, and accompany a board member while waiting for the tow truck to arrive.
  - b. If a vehicle has received a warning notice for violating the Association parking restrictions, the vehicle may be towed the next time that the restrictions are violated by that vehicle, with no further notice. The resident complaining about said parking violation will accompany a board member while waiting for the tow truck to arrive.
4. The warning notices referred to in this document will specify Leewoods parking restrictions and which parking restriction has been violated. The Association shall keep a file of the violations which shall include: license plate number, make of vehicle, date of the warning notice, and the name of the person who complained. If a warning is over six months old, another warning must be issued before the vehicle may be towed.

Signed: /s/: Judith B. Currier, President

Date: January 10, 1995



Leewood Homeowners Association, Inc.

Resolution No. 3

June 13, 1995

WHEREAS, Article VI, Section 7, of the Declaration of Covenants, Conditions and Restrictions of the Leewood Homeowners Association, Inc. (hereinafter the "Declaration") provides that the Board of Directors shall fix the amount of the annual assessment against each lot and establish the due dates therefor; and

WHEREAS, Article XII, Section 7, of the By-laws of Leewood Homeowners Association, Inc. provides further that the Board has the authority to fix the amount of the annual assessment and establish the due date thereof; and

WHEREAS, the Board of Directors has determined that it is in the best interests of the Association that assessments be timely paid;

NOW, THEREFORE, it is hereby resolved that annual assessments are due in full on the first day of each year, however, the Board may permit assessments to be paid in installments as may be determined by the Board prior to fixing the amount of any such assessment; and

FURTHER BE IT RESOLVED that if any such installment is not paid when due, then the entire balance of the assessment shall be due and payable in full, along with interest, costs, and attorneys' fees as otherwise provided for in the Association's documents.

| <u>YEA</u>   | <u>MEMBER</u>     | <u>NAY</u>        |
|--------------|-------------------|-------------------|
| <u>  X  </u> | Judith B. Currier |                   |
| <u>  X  </u> | Champlin Buck     | <u>          </u> |
| <u>  X  </u> | Barbara Rolling   | <u>          </u> |
| <u>  X  </u> | Steve Hryckiewicz | <u>          </u> |
| <u>  X  </u> | Tony McSorley     | <u>          </u> |

  X   MOTION DECLARED ADOPTED  
       MOTION DECLARED FAILED

June 13, 1995  
DATED

/s/: Judith B. Currier  
ATTESTED



Leewood Homeowners Association  
Policy Resolution No. 4  
February 10, 1998

Name of Committee to Assist Board in Rule and Covenant Compliance

WHEREAS, Article VIII of the Declaration empowers the Board to designate a committee that will assist in the review of any changes, improvements, alterations or exterior additions; and

WHEREAS, Article IX of the By-laws empowers the board to designate committees to assist in carrying out its purposes; and

WHEREAS, the Board desires to redesignate the name of the Architectural Control Committee, to the Architectural Review Committee.

NOW, THEREFORE, it is hereby resolved that the Architectural Control Committee shall hereby be called and designated the Architectural Review Committee.

Motion by: Champlin Buck, Supported by: Steve Hryckiewicz

|     |        |     |
|-----|--------|-----|
| YEA | MEMBER | NAY |
|-----|--------|-----|

|          |                |       |
|----------|----------------|-------|
| <u>X</u> | Judith Currier | _____ |
|----------|----------------|-------|

|          |               |                                        |
|----------|---------------|----------------------------------------|
| <u>X</u> | Champlin Buck | _____ <u>X</u> Motion declared adopted |
|----------|---------------|----------------------------------------|

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|----------|-------------------|------------------------------|
| <u>X</u> | Steve Hryckiewicz | _____ Motion declared failed |
|----------|-------------------|------------------------------|

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| <u>X</u> | Barbara Rolling | _____ |
|----------|-----------------|-------|

|          |            |                                         |
|----------|------------|-----------------------------------------|
| <u>X</u> | Al Sanford | _____ /s/: Judith B. Currier, President |
|----------|------------|-----------------------------------------|

Attested

February 10, 1998

Date



Leewood Homeowners Association

Policy Resolution No. 5

February 10, 1998

Procedures for the Enforcement of the Declaration  
and Rules and Regulations of the Association

WHEREAS, Article XI of the Declaration empowers the Association to enforce all restrictions, conditions, covenants and reservations imposed by the provisions of the Declaration; and

WHEREAS, Section 55-513 A. of the Code of Virginia 1950, as amended, provides that “[t]he board of directors of the association shall have the power to establish, adopt, and enforce rules and regulations with respect to the use of the common areas and with respect to such other areas of responsibility assigned to the association by the declaration, except where expressly reserved by the declaration to the members.” The statute further provides that “[r]ules and regulations may be enforced by any method normally available to the owner of private property in Virginia, including, but not limited to, application for injunctive relief or damages, during which the court may award to the association court costs and reasonable attorneys’ fees;” and

WHEREAS, Section 55-513 B. of the Code of Virginia 1950, as amended, provides that the Board of Directors of the Association shall have the power, to the extent the Declaration or Rules and Regulations duly adopted pursuant thereto expressly so provide to (i) suspend a member’s right to use facilities or services, including utility services, provided directly through the Association for nonpayment of assessments which are more than sixty days past due, to the extent access to the lot through the common areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant, or occupant and (ii) assess charges against any member for any violation of the declaration or rules and regulations for which the member or his family members, tenants, guests or other invitees are responsible; and

WHEREAS, pursuant to Article VIII of the Declaration and Article IX, Section 1 of the By-laws, the Board of Directors has appointed an Architectural Review Committee to monitor compliance with the Leewood Community Design and Appearance Standards (aka Leewood Design and Maintenance Standards); and

WHEREAS, for the benefit and protection of the Association, its members and residents, the Board deems it desirable to establish a procedure providing due process for acting upon questions of compliance and enforcement with the Declaration and Rules and Regulations adopted pursuant thereto.

NOW, THEREFORE, BE IT RESOLVED THAT procedures for the enforcement of the Declaration and the Rules and Regulations of the Association shall be in accordance with the following:

1. Complaints:

A. Any owner or resident (hereinafter "Complainant") aggrieved with an alleged violation of the Declaration or Rules and Regulations may file a complaint with the Board of Directors. The complaint shall be in writing and shall identify the alleged violator, the nature of the violation, and the name of the person filing the complaint.

B. Upon receipt of a complaint the Board of Directors shall:

1. If the Board determines that the nature of the alleged violation threatens life, safety, health, property or violates any Federal, State, or local law, the Board may notify the appropriate authorities and may file any appropriate legal proceeding without giving any notice except that required by law. The Board may also proceed directly with scheduling a hearing and send the appropriate notice as provided for herein.

2. If the nature of the violation concerns the Leewood Community Design and Appearance Standards (aka Leewood Design and Maintenance Standards), the Board of Directors may refer the matter to the Architectural Review Committee (hereinafter the "Committee"). The Committee shall promptly investigate the complaint and attempt to resolve the matter with the parties involved and shall prepare and deliver a written report containing the Committee's recommendations and findings to the Board of Directors within sixty (60) days from the date the complaint was referred. If the matter is resolved to the Board's satisfaction, the complaint shall be dismissed with notice of said action being sent to the parties concerned. If further action is required or the Committee is unable to resolve the matter within the time provided, the Board may refer the complaint back to the Committee setting forth what action is to be taken and providing for further Board review.

2. Proceedings before the Board of Directors:

A. If the complaint is not referred to the Committee, or if the Committee is unable to resolve the matter to the Board's satisfaction within the time provided, the Board shall review the complaint and make an initial determination if probable cause of a violation exists.

B. If the Board determines that no probable cause of a violation exists, the complaint shall be dismissed with notice of the action being sent to the Complainant.

C. If the Board determines that probable cause of a violation exists, a letter shall be sent to the person accused of the violation (hereinafter the "Respondent") informing him of the complaint and requesting that he respond to the Board in writing within fourteen (14) days either denying the allegations, stating that the behavior

complained of has been corrected, or acknowledging the existence of a violation and agreeing to correct the problem within a specified amount of time.

- D. If Respondent has voluntarily brought himself into compliance with the Declaration and Rules and Regulations to the satisfaction of the Board, the complaint shall be dismissed with both the Complainant and Respondent being sent notice of the status of the matter. If the Respondent denies the allegations or fails to respond within the time provided, then a formal hearing will be scheduled with a notice of the hearing being sent to the Respondent as further provided herein. If the Respondent acknowledges the existence of a violation and agrees to correct the problem, the Board may defer further action or refer the matter to the Committee for further action as directed by the Board.

3. Hearings:

- A. Notice of a hearing scheduled before the Board of Directors containing the date, time and location of the hearing and advising the Respondent that he shall be given an opportunity to be heard and to be represented by counsel, shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Respondent at his address of record with the Association at least fourteen (14) days prior to the date of the hearing. The form of such notice shall be as provided for in Exhibit 1. attached hereto.
- B. The hearing shall be held at a meeting of the Board of Directors properly convened in closed session as provided for in Section 55-510 of the Code of Virginia 1950, as amended. Evidence of the violation may be presented by any Board or Committee member or by the Association's legal counsel. The Respondent shall be given an opportunity, either personally or by counsel, to introduce evidence and present argument in defense of the allegation.
- C. At the conclusion of the hearing, the Board shall:
  - 1. Defer making a finding with or without conditions;
  - 2. Make findings as to whether or not a violation of the Declaration or Rules and Regulations exists. If the Board finds that no violation exists, the complaint shall be dismissed. If the Board finds that a violation does exist, the Board may take addition action as further provided herein. At the conclusion of the hearing the Board shall reconvene in open session and vote on the proposed action in accordance with the provisions of Section 55-510 of the Code of Virginia 1950, as amended, and the Declaration and By-laws.
- D. Upon finding a violation the Board of Directors shall have the power to:
  - 1. Suspend the right to use facilities or services provided directly through the Association for the nonpayment of assessments which are more than sixty (60) days past due, to the extent that access to a lot through the common areas is not precluded and provided that the suspension shall not endanger the health, safety, or property of any owner, tenant, or occupant; and

2. Assess charges against any member of the Association for any violation of the Declaration or Rules and Regulations for which he or his family members, tenants, guests, or other invitees are responsible. The amount of any charges so assessed may be to the full extent as permitted in Section 55-513 of the Code of Virginia 1950, as amended, and shall be treated as an assessment as further provided therein.
3. Refer the matter to the Association's legal counsel for appropriate legal proceedings, including, but not limited to, an injunction action and/or suit to collect any charges assessed.

Motion by: Al Sanford, Supported by: Barbara Rolling

|     |        |     |
|-----|--------|-----|
| YEA | MEMBER | NAY |
|-----|--------|-----|

|          |                |       |
|----------|----------------|-------|
| <u>X</u> | Judith Currier | _____ |
|----------|----------------|-------|

|          |               |       |
|----------|---------------|-------|
| <u>X</u> | Champlin Buck | _____ |
|----------|---------------|-------|

|          |                   |       |
|----------|-------------------|-------|
| <u>X</u> | Steve Hryckiewicz | _____ |
|----------|-------------------|-------|

|          |                 |       |
|----------|-----------------|-------|
| <u>X</u> | Barbara Rolling | _____ |
|----------|-----------------|-------|

|          |            |       |
|----------|------------|-------|
| <u>X</u> | Al Sanford | _____ |
|----------|------------|-------|

X Motion declared adopted

\_\_\_\_\_ Motion declared failed

/s/ Judith B. Currier, President  
Attested

February 10, 1998  
Date

EXHIBIT 1

Leewood Homeowners Association

P.O. Box 1421  
Springfield, Va. 22151

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date

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Name  
Street  
City, State Zip

NOTICE OF HEARING

Dear Name:

Pursuant to § 55-513 of the Code of Virginia (1950), as amended, and Policy Resolution Number 5 of Leewood Homeowners Association, Inc., you are hereby given notice that a hearing has been scheduled before the Board of Directors of Leewood Homeowners Association, Inc. to receive and act upon evidence that you are in violation of the Association's Declaration, Bylaws, and/or Rules and Regulations adopted pursuant thereto. Copies of § 55-513 of the Code of Virginia (1950), as amended, and Policy Resolution Number 5 are enclosed.

More specifically the Board will inquire into the allegations that [state the nature of the violation complained of with reference to the applicable provision of the Declaration, Bylaw and/or Rules and Regulations].

The hearing has been scheduled before the Board on [day, date, time, and location].

At the hearing you will be given an opportunity to be heard, call witnesses, introduce evidence and present argument in your defense. You may be represented by counsel at the hearing.

Should you be found in violation of the Association's Declaration, Bylaws, and/or the Rules and Regulations, the Board of Directors may:

1. Suspend the right to use facilities or services, provided directly through the Association for the nonpayment of assessments which are more than sixty (60) days past due, to the extent that access to a lot through the common areas is not precluded and provided that the suspension shall not endanger the health, safety, or property of any owner, tenant, or occupant; and
2. Assess charges against any member of the Association for any violation of the Declaration or Rules and Regulations for which they or their family members, tenants, guests, or other invitees are responsible. The amount of any charges so assessed may be to the full extent as permitted in Section 55-513 of the Code of Virginia 1950, as amended, and shall be treated as an assessment as further provided therein.
3. Refer the matter to the Association's legal counsel for appropriate legal proceedings, including, but not limited to, an injunction action and/or suit to collect any charges assessed.

Please indicate by letter your intentions to be present at the hearing. If you are unable to attend the hearing as scheduled, you may request a continuance in writing stating the reason for the request. A request for continuance must be received prior to the hearing date, otherwise, if you are not present at the hearing as scheduled, the Board will proceed in your absence.

Sincerely,

President  
Leewood Homeowners Association, Inc.

cc: Legal Counsel

Enc. (2)

Leewood Homeowners Association  
Policy Resolution 6

March 14, 2006

WHEREAS, Article V, Section 4. of the Declaration conveys title of the common area to the Association, with all the rights and responsibilities under Virginia law; and,

WHEREAS, Article VIII, Section (g) of Association By-Laws state that it shall be the duty of the Board of Directors to cause the common area to be maintained; and

WHEREAS, for the benefit and protection of the Association, its members and residents, the Board deems it advisable to clarify the use of the common area with regards to debris and trash collection,

THEREFORE, it is hereby resolved that effectively immediately the following rules and regulations will pertain to the common area:

1. Debris/Objects in Common Area: No debris, or objects of any kind, are to be dumped or stored in the Common Area. Residents must make their own arrangements for removal of trash, yard debris (fence sections, clay, sod, stones, branches, clippings, etc.), and objects of any kind. Residents who deposit trash, debris, or objects in the Common Area will be held responsible for any costs incurred by the Association to remove such trash, debris, or objects and return the area to its original condition.
2. Trash Removal: Trash and recyclables must not be put out before dusk on the day before scheduled pickup.
3. Container Removal: Trash and recycling containers should be removed from the Common Area as soon as possible after trash and recycle pick-up. They must be removed no later than dawn of the day after pick-up.
4. Container Marking: All metal and plastic trash containers (excluding plastic bags) and recycling bins that are put out into the common area must be identified by either the owner's lot number or address. Failure to do so may result in removal of the container from the common area.

|               |                  |               |               |                                   |
|---------------|------------------|---------------|---------------|-----------------------------------|
| <u>      </u> |                  | <u>      </u> | <u>      </u> |                                   |
| YEA           | MEMBER           | NAY           |               |                                   |
| <u>      </u> |                  | <u>      </u> | <u>      </u> |                                   |
| X             | Julie King       | <u>      </u> | X             | Motion declared adopted           |
| <u>      </u> |                  | <u>      </u> |               |                                   |
| X             | Mohammed Umar    | <u>      </u> | <u>      </u> | <del>Motion declared failed</del> |
| <u>      </u> |                  | <u>      </u> |               |                                   |
| X             | Al Carchedi      |               |               |                                   |
|               |                  |               |               | /s/ Julie King                    |
| X             | Bob Chilakamarri |               |               | Attested                          |

3/17/2006  
Date

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**Resolution of the Board of Directors of  
Leewood Homeowners Association, Inc.  
Adopting Association Complaint Procedures  
Resolution No. 7**

WHEREAS, Section 55-530 of the Code of Virginia and the Common Interest Community Ombudsman Regulations (the "Ombudsman Regulations") authorize community associations in Virginia to adopt a written process for resolving complaints from members and citizens (the "Association Complaint Procedures"); and

WHEREAS, the Board of Directors of the Leewood Homeowners Association, Inc. desires to adopt procedures that are in compliance with these statutes and regulations;

IT IS THEREFORE HEREBY RESOLVED THAT the Board of Directors adopts the following Association Complaint Procedures:

**1. Initiation, Delivery and Acknowledgement**

1.1 To initiate action under these Association Complaint Procedures, an owner, resident or citizen shall complete and submit the Association Complaint Form attached to these Procedures. The person initiating an Association Complaint is referred to in these procedures as the "Complainant."

1.2 The Association Complaint Form shall be readily available and shall be provided to any person upon request by mail to Leewood Homeowners Association, Inc. Attn: Complaint Procedure, P.O. Box 1421, Springfield, VA 22151-and may also be accessed via the Leewood website, [www.leewood.us](http://www.leewood.us).

1.3 An Association Complaint shall concern a matter regarding actions, inactions or decisions by the Board of Directors (the "Board"), or the Association that are alleged to be inconsistent with applicable laws and regulations governing common interest communities.

1.4 Initiation of a Complaint pursuant to the Association Complaint Procedures requires a complete Association Complaint Form. If the Association Complaint Form is incomplete, the Association may return it to the Complainant with a request stating what needs to be completed, and processing of the Association Complaint shall not begin until a complete Association Complaint Form is received by the Association.

1.5 The Association Complaint Form shall provide sufficient information to enable the Board to be able to make a determination on the issue(s) raised in the Association Complaint. To the extent the Complainant has knowledge of the laws, regulations or provisions applicable to the Association Complaint, the Complainant shall provide those references. The Complainant shall describe the action or resolution the Complainant is requesting.

1.6 The Complainant shall deliver the Association Complaint Form to the person identified in the instructions in the Association Complaint Form, by the method described in the Association Complaint Form.

## **2. Acknowledgement**

2.1 The Association shall send the Complainant an acknowledgement of receipt of a completed Association Complaint Form within seven days after a completed form is received. Acknowledgment shall be sent by certified mail, return receipt requested or by hand delivery.

## **3. Additional Information**

3.1 If the Association determines that additional information is needed in order to be able to make a decision on the Association Complaint, it may request that information from the Complainant. The request may be made by any reasonable means deemed appropriate by the Association, including regular U. S. mail, hand delivery. Complainant shall respond to any such request to the best of Complainant's ability within a reasonable time after receiving such a request. If Complainant does not respond within thirty days, the Board may dispose of the Association Complaint based upon the information available to it.

#### **4. Notice of Consideration of Association Complaint**

4.1 When the Association has determined when the matter will be considered by the Board of Directors, notice shall be given to the Complainant of the date, time and location that the Association Complaint will be considered by the Board. The notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided. If sent electronically, the Association shall retain sufficient proof of the electronic delivery. The Association will make reasonable efforts to consider issues properly raised in the Association Complaint within 60 days of receiving all information it considers necessary to make a decision and in any event within 90 days after an Association Complaint is received.

4.2 If Complainant attends a meeting at which the Association Complaint is considered, the Board of Directors may give the Complainant an opportunity to briefly address the Board on the issue(s) raised in the Association Complaint, within reasonable time constraints to be determined by the Board.

## **5. Notice of Final Determination**

5.1 Within seven days after the final determination is made on the Association Complaint, a written Notice of Final Determination shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant.

5.2 The Notice of Final Determination shall be dated as of the date it is issued. It shall include specific citations to applicable Association governing documents, laws, or regulations that led to the final determination, as well as the Virginia Department of Professional and Occupational Regulation (DPOR) registration number of the Association.

5.3 The Notice of Final Determination shall include a statement of the Complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman and the applicable contact information.

## **6. No Appeal Procedure**

6.1 No appeal to any Association party shall be available from the determination set forth in the Notice of Final Determination, and the decision set forth therein shall be the final decision of the Association on the matter set forth in the Association Complaint.

## **7. Record Keeping**

7.1 A record of each Association Complaint filed with the Association, including all documents, correspondence, and other materials related to a decision made pursuant to the Association Complaint Procedures, shall be maintained for no less than one year after the Association acts on the Association Complaint.

## **8. Distribution of Association Complaint Procedures**

8.1 The Association Complaint Procedures shall be readily available to

all members of the Association, residents and citizens upon request. Requests for copies of the Procedures and forms can be obtained by contacting Leewood Homeowners Association, Inc. Attn: Complaint Procedure, P.O. Box 1421, Springfield, VA 22151-0421.

8.2 The Association Complaint Procedures shall be included as an attachment to the Association disclosure packet.

This Resolution shall be effective September 11, 2012.

ADOPTED September 11, 2012.

BOARD OF DIRECTORS

Leewood Homeowners Association, Inc.

By: Patricia Willingham  
Patricia Willingham, Vice-  
President  
For Kevin Laugherty, President

Attest: Margaret Pitotti  
Margaret Pitotti, Treasurer  
For Lynda Flynn, Secretary

**Leewood Homeowners Association, Inc.**

**Policy Resolution No. 7**

(Procedures Related to the Submission and Resolution of Complaints)

Duly adopted at a meeting of the Board of Directors held September 11, 2012.

Motion by: Margaret Pitotti, Treasurer      Seconded by: Judi Davenport, At-Large

| VOTE:                                        | Yes      | No    |
|----------------------------------------------|----------|-------|
| <u>(not present)</u><br>President            | _____    | _____ |
| <u>Patricia Willingham</u><br>Vice President | <u>X</u> | _____ |
| <u>Margaret Pitotti</u><br>Treasurer         | <u>X</u> | _____ |
| <u>(not present)</u><br>Secretary            | _____    | _____ |
| <u>Judi Davenport</u><br>At-Large            | <u>X</u> | _____ |

ATTEST:

|                         |                  |
|-------------------------|------------------|
| <u>Margaret Pitotti</u> | <u>9/11/2012</u> |
| (Acting as) Secretary   | Date             |

Resolution effective: September 11, 2012

## **ASSOCIATION COMPLAINT FORM**

Pursuant to Chapter 29 of Title 55 of the Code of Virginia, the Board of Directors ("Board") of the Leewood Homeowners Association, Inc. ("Association") has established this Association Complaint Form for use by persons who wish to file written complaints with the Association regarding the action, inaction or decision by the Board, managing agent or Association inconsistent with applicable laws and regulations.

This form may be sent to the Association

By U. S. Mail to:        Leewood Homeowners Association, Inc.  
                                 Attn: Complaint Procedure  
                                 P.O. Box 1421  
                                 Springfield, VA 22151-0421

The telephone number of the Association President, Kevin Laugherty, to whom this form is to be directed is 202-374-2447.

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Your Name: \_\_\_\_\_

Your Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If you are an owner in the Association, please provide the address of the Association property owned:

\_\_\_\_\_

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Your E-mail Address

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Your Phone Number

Please legibly describe the Complaint in the area provided below, as well as the requested actions or resolutions of the issues described in the Complaint. Please include references to the specific facts and circumstances at issue and the provisions of applicable laws and regulations that support the Complaint. If there is insufficient space, please attach a separate sheet of paper to this Complaint form. Please write legibly or type below and feel free to attach accompanying sheets. Also, please attach any supporting documents, correspondence and other materials related to the Complaint.

**Complaint:**

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**Requested resolution:**

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**Provisions of applicable laws and regulations that support the Complaint:**

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|--------------|-----------|-------|
| <hr/>        | <hr/>     | <hr/> |
| Printed Name | Signature | Date  |

If, after the Board's consideration and review of the Complaint, the Board issues a final decision adverse to the Complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400  
Richmond, VA 23233  
804/367-2941  
[CICombudsman@dpor.virginia.gov](mailto:CICombudsman@dpor.virginia.gov)

DECLARATION  
of  
COVENANTS, CONDITIONS AND RESTRICTIONS  
and  
ARTICLES OF INCORPORATION

TAB B



DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTION

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article III of this Declaration and desires to create thereon a residential community with permanent open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desires to subject the real property described in Article III to the covenants, restrictions, easements, conditions, charges and liens, hereinafter set forth. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Virginia, as a non-stock corporation, THE LEEWOOD HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described in Article III is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

## ARTICLE I

### DEFINITIONS

SECTION 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to The Leewood Homeowners Association, Inc.

(b) "The Properties" shall mean and refer to that certain real property referred to in Article III, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties, with the exception of Common Area as heretofore defined.

(e) "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 part of The Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(f) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article IV, Section 1, hereof.

(g) "Declarant" shall mean and refer to Clarence W. Gosnell, Inc., a Delaware Corporation, their successors and assigns.

## ARTICLE II

### MERGERS

SECTION 1. The Association may 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 two-thirds (2/3) of each class of members, and that upon such merger or consolidation of the Association with another association as herein provided, the Association's properties, rights and obligations may be

transferred to another surviving or consolidated association or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation change or addition to the covenants established by this Declaration with the Existing Property except as hereinafter provided.

### ARTICLE III

#### PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Fairfax County, Virginia, as shown on a plat attached hereto and made a part hereof, entitled LEEWOOD, Fairfax County, Virginia, Lots 1 to 195, Block A, LEEWOOD, being a resubdivision of parts of Lots 14, 15, 16, 17, 20, 21 and 22 LEEWOOD Subdivision, as the same appears duly dedicated, platted and recorded among the land records of Fairfax County, Virginia in Deed Book 4131 at page 431.

SECTION 2. Additions to Existing Property: Additional lands may become subject to this Declaration by merger as provided in Article II.

### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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 of 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 except Declarant shall have more than one membership for each lot owned. 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.     Voting Rights. The Association shall have two classes of voting membership:

Class A.           Class A members shall be all those owners as defined in Section 1 with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot, shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B.           Class B members shall be the Declarant. The Class B member shall be entitled to three votes for each lot in which it holds interest required for membership by Section 1 until such lot is first sold or leased, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a)     when total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b)     on July 1, 1980.

## ARTICLE V

### PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1.     Easements for Encroachments. In the event any portion of any unit encroaches upon the common areas and facilities, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the PUD, a valid easement for the encroachment and the maintenance of the same shall exist so long as the encroachment exists.

SECTION 2.     Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

- (a)     The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder; and
- (b)     The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid; and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of Membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ten days but not more than fifty days in advance of any action taken; and

(e) The right of the Association to limit the number of guests of Members.

SECTION 3. Delegation of Use. Any member 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.

SECTION 4. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, but subject to easements and rights of way herein, and/or by the attached plat, created, dedicated or reserved prior to the conveyance of the first lot.

SECTION 5. Parking Rights. Ownership of each lot shall entitle the owner thereof to the use of not more than one (1) automobile parking space, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association shall permanently assign one (1) vehicular parking space for each dwelling.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each lot owned by him within the Properties hereby covenants and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance is deemed to covenant and agree to pay to the Association: (1) annual assessments or charge; (2) special assessments for capital improvement, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as

hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon, costs of collection thereof, including reasonable attorney's fees as hereinafter provided, 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 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 Properties, and of the homes situated upon the Properties.

SECTION 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) 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 effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index, (Published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(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 that established by the Consumer Price Index formula by a vote of the members for the next succeeding two years and at the end of each such period of two years, for each succeeding period of two years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and 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.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any 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 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 (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting, setting forth the purpose of the meeting.

SECTION 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. The Board of Directors may, at its discretion, require the annual and/or special assessments to be paid on a monthly basis and may permit such payments to be made to a mortgagee under the deed of trust on the respective lots or any other collection agent selected by the Board of Directors.

SECTION 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of 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 (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. 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 first lot to an owner. The first annual assessment shall be adjusted according to the number of months 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 at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of six percent (6%) per annum from the date of delinquency, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to 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 which is subject to any first mortgage, pursuant to a decree of foreclosure under such first mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to accepted by a local public authority.

## ARTICLE VII

### PARTY WALLS

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

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

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

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

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

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

## ARTICLE VIII

### ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Review by Committee. No building, fence, wall or other structure other than those built by the Declarant shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change, alteration, or improvement thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location with ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and the Article will be deemed to have been fully complied with.

## ARTICLE IX EXTERIOR

### MAINTENANCE

SECTION 1. In the event an owner of any lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) decision of the Board of Directors, shall have the right, through its agents and employees, to enter upon said buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which such lot is subject.

## ARTICLE X

### RESIDENTIAL PROPERTY PROTECTIVE COVENANTS AND RESTRICTIONS

1. No portion of the Properties shall be used except for residential purposes and for purposes incidental or accessory thereto, except for model homes and sales offices used by Declarant.

2. No clothing, laundry or wash shall be aired or dried on any portion of the Properties in an area other than in the rear yards of the lots.

3. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

4. Except as provided in Paragraph 3, no trees of a diameter of more than four inches measured two feet above ground level, lying without the approved building and driveway area, shall be removed or planted, except by Declarant without the approval of the board of Directors or the Architectural Control Committee appointed by said Board.

5. No noxious or offensive activity shall be carried on upon any portion of the residential property, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot.

6. No sign of any kind larger than one foot square shall be displayed to the public view on any lot, except temporary signs not more than five feet square in area advertising the property for sale or rent and except for temporary signs erected by Declarant in connection with the construction, lease, or sale of buildings and lots.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except where indicated on the attached plat or subsequent plat and except that dogs, cats or other household pets may be kept provided they are not raised, bred or kept for any commercial purpose.

8. No material or refuse shall be placed or stored within five feet of the property line of any lot or the edge of any water course or body of water, except that clean fill may be placed nearer, provided that the natural water course is not altered or blocked by such fill.

9. No person shall paint the exterior of any building a color different than the original color of said building without the proposed color thereof having been approved by the Board of Directors of the Association, or by an Architectural Control Committee appointed by the Board.

10. Easements for the installation and maintenance of under-ground utilities, television cables, supply and transmission lines, and drainage facilities are reserved to the Declarant, his heirs, successors or assigns, through the lots on said plat, except where a building is located by the Declarant for the purpose of connecting the underground utilities, television cables and supply and transmission lines to the houses thereon. Such easements shall include the right of ingress and egress, provided that any damage resulting from the installation, maintenance or repair of an underground utility supply and transmission lines, or drainage facilities shall be promptly repaired or replaced at the expense of the corporation or authority which directed the entry. The aforesaid right of reservation of easements to the Declarant shall terminate upon completion of the LEEWOOD Subdivision Project.

11. The Leewood Homeowners Association shall have the right (upon 20 days' notice to the owner of the property involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the owner) to trim or prune, at the expense of the owner, any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location upon the lot or the height to which or the manner in which it is permitted to grow is detrimental to the adjoining property or is unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for vacant or unimproved Residential Property, and to remove grass, weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of the Board of Directors or Architectural Control Committee appointed by the Board to keep such Residential Property in neat and good order, all at the cost and expense of the owner, such cost and expense to be paid to the Association upon demand and if not paid within ten days thereof, then to become a lien upon the property affected equal in priority to the lien provided for in Article VII, Paragraph 1 hereof.

## ARTICLE XI

SECTION 1.     Enforcement. The Association, the Declarant 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 or Declarant 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 shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 3.     Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 25 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years. The covenants and restrictions of this Declaration may be amended during the first 25 year period by an instrument signed by not less than 90% of the lot owners. Any amendment must be properly recorded. At the end of the initial 25 year period referred to hereinabove, the covenants and restrictions of this Declaration may be amended by an instrument signed by not less than 75% of the lot owners.

SECTION 4.     Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

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

IN WITNESS WHEREOF, CLARENCE W. GOSNELL, INC. caused this Deed to be signed on its behalf by its Vice President and its corporate seal to be affixed and attested by its Asst. Secy. pursuant to due authority granted by said Corporation.



ARTICLES OF INCORPORATION  
OF  
LEEWOOD HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 2 of Title 13.1 of the Code of Virginia, 1950, and acts amendatory thereof, the undersigned, residents of the Commonwealth of Virginia, and who are of full age, have this day voluntarily associated themselves together for the purpose of forming a non-stock corporation not for profit and do hereby certify:

ARTICLE I

The name of the Corporation is Leewood Homeowners Association, Inc., hereinafter called the "Association".

ARTICLE II

The initial registered office of the Association is located at 1400 North Uhle Street, Arlington, Virginia, which is in the County of Arlington.

ARTICLE III

Nicholas Malinchak, whose business address is 1400 North Uhle Street, Arlington County, Virginia, is hereby appointed the initial registered agent of this Association. He is a resident of Virginia and a director of the Corporation.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots, and to own, improve, maintain and preserve the common area within that certain property situate and being in Fairfax, Virginia, more particularly described in Schedule "A" 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 by Annexation and for this purpose:

(a) To 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 Arlington, Virginia, and as the same may be amended from time to time as herein provided;

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

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

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

## ARTICLE V

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants to 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 for each lot owned. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

## ARTICLE VI

### VOTING RIGHTS

Section 1. Eligibility, Classes and Voting Rights. The Association shall have two classes of voting membership:

(a) Every person, group of persons or entity who is a record owner of a fee interest in any lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association, provided, however, that any such person, group or persons, or entity who holds such person, group or persons, or entity who holds such interest solely as security for the performance of an obligation shall not be a member,, Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership.

(b) The Class B member shall be the Declarant or its nominee or nominees and shall be entitled to three votes for each lot in which it holds the interest otherwise required for Class A membership, provided, however, that each Class B membership shall lapse and become a nullity on the first to happen of the following events:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding the Class B membership: or

(ii) on July 1, 1980.

## ARTICLE VII BOARD OF

### DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, the number of members of which shall be fixed by the By-Laws, and who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association to not less than three. The names and addresses of the persons who are to constitute the initial board of three (3) directors are:

| NAME               | ADDRESS                                                        |
|--------------------|----------------------------------------------------------------|
| Nicholas Malinchak | 1400 North Uhle Street, Suite 200<br>Arlington, Virginia 22201 |
| Thomas J. Colucci  | 1400 North Uhle Street, Suite 200<br>Arlington, Virginia 22201 |
| Richard E. Hardie  | 8130 Boone Boulevard<br>Vienna, Virginia 22180                 |

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; and as the term of such directors expire, new directors shall be elected for terms of three years.

#### ARTICLE VIII

##### LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed \$2,000.00.

#### ARTICLE IX

##### MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members.

#### ARTICLE X AUTHORITY TO

##### DEDICATE

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

#### ARTICLE XI AUTHORITY TO

##### MORTGAGE

The Association shall have the power to borrow money, and with the assent of 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.

## ARTICLE XII

### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less 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 XIII

### DURATION

The Corporation shall exist perpetually.

## ARTICLE XIV

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

In order to take action under Articles VIII through XII, there must be a duly held meeting. The presence of or proxies entitled to cast sixty percent (60%) of 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 above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

## ARTICLE XV

### AMENDMENTS

Amendment of these Articles shall require the vote of seventy-five percent (75%) of the votes of the entire membership for adoption.

ARTICLE XVI

FHA/VA APPROVAL

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

IN WITNESS WHEREOF, for the purpose of forming this Corporation, under the laws of the State of Virginia, we, the undersigned, constituting the incorporators of the Association, have executed these Articles of Incorporation this 14th day of January, 1976.

\_\_\_\_\_  
NICHOLAS MALINCHAK

\_\_\_\_\_  
THOMAS J. COLUCCI

\_\_\_\_\_  
RICHARD E. HARDIE

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

Personally this day appeared before me, the undersigned Notary Public in and for the County aforesaid in the State of Virginia, whose commission will expire \_\_\_\_\_, NICHOLAS MALINCHAK, THOMAS J. COLUCCI and RICHARD E. HARDIE, whose names are signed to the foregoing Articles Of Incorporation of the LEEWOOD HOMEOWNERS ASSOCIATION, INC., and acknowledged the same before me.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 1975.

\_\_\_\_\_  
NOTARY PUBLIC

BY-LAWS  
OF  
LEEWOOD HOMEOWNERS ASSOCIATION, INC.

BY-LAWS  
OF  
LEEWOOD HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Corporation is LEEWOOD HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 1400 North Uhle Street, Arlington, Virginia, but meetings of members and directors may be held at such places within the State of Virginia, County of \_\_\_\_\_ as may be designated by the Board of Directors.

The purpose of this Corporation is to provide for the preservation, maintenance and management of certain community facilities located within the community known as Leewood in Fairfax County, Virginia and to provide architectural control for the residential properties located therein, to promote the health, safety and welfare of the residents of said community and to provide for the exterior maintenance of the residential properties located therein, all consistent with the provisions of Articles of Incorporation these By-Laws and the Declaration of Covenants and Restrictions hereinafter mentioned.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to LEEWOOD HOMEOWNERS 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 members of the Association.

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

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

Section 6. "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 part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Clarence W. Gosnell, Inc., their successors and assigns.

Section 8. "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.

### ARTICLE III MEMBERSHIP AND

#### VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

(a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any lot which is or become subject by covenants of record to assessment by the Association shall be a Class A member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member and provided, further, that any person, group of persons or entity who holds such an interest in any lot designated as Common Area shall not be a member on account thereof. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot, then the vote for the membership appurtenant to such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

(b) The Class B member shall be the Declarant and shall be entitled to three votes for each lot in which it holds the interest otherwise required for Class A membership, provided, however, that each Class B membership shall lapse and become a nullity on the first to happen of the following events:

(i) When the total outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) on July 1, 1980.

Section 2. Suspension of Membership. During any period in which a member 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 member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period of not more than thirty (30) days for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

### ARTICLE IV

#### PROPERTY RIGHTS: RIGHT OF ENJOYMENT

Section 1. Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers, and their guests, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegatee. The rights and privileges of such delegatee are subject to suspension to the same extent as those of the member.

ARTICLE V  
BOARD OF DIRECTORS: SECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors who need not be members of the Association. (As amended 14 December 1978.)

Section 2. Election. At the annual meeting, the members shall elect directors. The term of office is three years. (As amended 12 March 1991.)

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority of the members of the Association. In the Board does not have its full complement of five members for any reason whatever, the Board can appoint directors to fill the vacancies. The term of office will be to the next annual homeowners meeting. (As amended 12 March 1991.)

Section 4. Compensation. No director, family member of a director, nor business owned by a director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties. (As amended 12 March 1991.)

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.

ARTICLE VI MEETINGS 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. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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 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 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.

ARTICLE VII  
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman 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 to each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of

Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by 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 VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors have power:

- (a) 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 thereof;
- (b) to exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) to 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
- (d) to 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:

- (a) to 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 members who are entitled to vote.
- (b) to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided herein and in the Declaration, to do the following:
  - (1) to fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided In ARTICLE XII, and
  - (2) to send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these Certificates. Such Certificate shall be conclusive evidence of any assessment therein stated to have been paid;

(e) to procure and maintain adequate liability insurance, and to produce adequate hazard insurance on property owned by the Association;

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

(g) to cause the Common Area to be maintained; and

(h) to cause the exterior of the dwellings to be maintained as provided in ARTICLE X of the Declaration.

## ARTICLE IX COMMITTEES

Section 1. The Association shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

1. A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, at its discretion, determines;

2. A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board in its discretion determines;

3. An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in ARTICLE XI, Section 8(d).

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or offices of the Association as is further concerned with the matter presented.

## ARTICLE X MEETINGS OF

### MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the members may be called at any time by 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 any membership class.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by causing to be delivered a copy of such notice not less than 10 days nor more than 50 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, or supplied by such member to the Association for the purpose of notice. Such notices will specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. (As amended 14 December 1978.)

Section 4. Quorum. The presence at the meeting of members entitled to cast, or proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, of these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members 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 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 his lot.

## ARTICLE XI OFFICERS AND

### THEIR DUTIES

Section 1. Enumeration of Officers. 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 such annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold offices for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualify 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 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 in the manner prescribed for regular election. The officer elected to such vacancy shall serve 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:

President

(a) 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 co-sign all checks and promissory notes.

Vice President

(b) 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.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of 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 members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) 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 audit of the Association's books to be made by the public accountant 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 membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XII  
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) annual assessment 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. 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 assessment 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. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following conveyance of the first lot to an owner, the annual assessment shall be one Hundred Eighty Dollars (\$180.00) per lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting, setting forth the purpose of the meeting. The Declarant shall be responsible for all improvements within the Common Area and the maintenance of same for a period of six months after such improvements are made.

Section 5. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all lots. The Board of Directors may, at its discretion, require the annual and/or special assessments to be paid on a monthly basis and may permit that such payments be made to a mortgagee under the deed of trust on the respective lots, or any other collection agent selected by the Board of Directors.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of 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 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding month.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot to an Owner. The first annual assessment shall be adjusted according to the number of months 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 at any time furnish a certificate in writing, signed by the officer of the Association, setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of 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 six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive

or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the liens of any mortgage. 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 mortgages pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created therein: All properties dedicated to and accepted by a local public authority.

#### ARTICLE XIII 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 member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XIV CORPORATE SEAL

The Association shall have a "seal" in circular form having within its circumference the words: Leewood Homeowners Association, Inc.

#### ARTICLE XV MORTGAGEE RIGHTS

Section 1. Notice to Association. Every unit owner who mortgages his Unit shall notify the Board of Directors of the name and address of his mortgagee.

Section 2. Notice of Mortgagees. Whenever any first mortgagee of any Unit so requests in writing, the Unit Owners Association shall give written notice to said mortgagee of any proposed alienation, hypothecation, condemnation, or change in professional management status effecting common areas or facilities of the Leewood project.

Section 3. Notice of Unpaid Assessments for Common Expenses. The Association, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid assessments for Common Expenses due from, or any other default by, the Unit Owner of the mortgaged Unit.

Section 4. Notice of Default. The Association, when giving notice to a Unit Owner of a default in paying an assessment for Common Expenses or any other default, shall send a copy of such notice to each holder of a mortgage covering the Unit whose name and address shall have theretofore been furnished

to the Association. In addition, if any such default shall continue uncured for 30 days, the Association shall notify the mortgagee, in writing, of that fact.

Section 5. Right to Examine Books. First mortgagees shall have the right to examine the books and records of the Association.

Section 6. Right to Cure Default. First mortgagees of units in the Leewood Development may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Leewood common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property and such first mortgagees making such payments shall be owed immediate reimbursement therefor from the Associate association.

Section 7. Acts Requiring Consent of Mortgagees. Unless at least 75% of the first mortgagees (based upon one vote for each first mortgage) of individual units in Leewood have given their prior written approval, the Leewood Homeowners Association, shall not be entitled to:

(1) by act or omission seek to abandon, partition, subdivide, encumber sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by the association, for the benefit of the units in the Leewood Subdivision.

The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this clause;

(2) change the method of determining the obligations, assessments, due or other charges which may be levied against a unit owner;

(3) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the Development;

(4) fail to maintain Fire and Extended Coverage on insurable Planned Unit Development common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(5) use hazard insurance proceeds for losses to any Association common property for other than the repair, replacement or reconstruction of such improvements;

## ARTICLE XVI

### 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 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 the Declaration and these By-Laws, the Declaration shall control.

Section 3. Approval of Mortgagees. These By-Laws contain provisions concerning various rights, priorities, remedies and interests of the mortgagees of Units. Such provisions in these By-Laws are to be construed as covenants for the protection of the mortgagees on which the mortgagees may rely in making loans secured by mortgages on the Units. Accordingly, no amendment or modification of these By-Laws impairing or affecting the rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of such 75% mortgagees.

ARTICLE XVII  
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 Incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of LEEWOOD HOMEOWNERS ASSOCIATION, INC.. have hereunto set our hands this \_\_\_\_\_day of \_\_\_\_\_ 1975.

## ARTICLE XVIII PARKING

### RESTRICTIONS

Section 1. Location. Vehicles shall be parked only within marked parking spaces.

Section 2. Restricted Vehicles. The following vehicles are prohibited from parking in Leewood:

- (a) Vehicles that adversely affect the safety of the community or present a hazard to its residents.
- (b) Commercial vehicles.<sup>1</sup> The provisions of this subsection do not apply to a commercial vehicle when picking up or discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular residence.
- (c) Abandoned/stored vehicles.<sup>2</sup>
- (d) Oversized vehicles.<sup>3</sup>
- (e) Vehicles without current state registration tags (license plates) or that have a inspection sticker displayed that is more than 60 days expired.
- (f) Vehicles that cause damage to the parking surface. <sup>A</sup>

Section 3. Maintenance, Repair and Storage. Vehicles shall not appear to be inoperable for a period of more than 24 hours. Parking spaces shall not be used for the storage of personal property.

Section 4. Reserved Parking Places. Vehicles may not be parked in a reserved parking space unless the vehicle belongs to the owner of that unit or has permission of the owner.

Section 5. Enforcement. The Association reserves the right to tow vehicles (at the owner's expense), boot the vehicle, and/or assess charges for any violation of these restrictions. Further, the Fairfax County Police are hereby authorized to enter the Common Area to enforce traffic and registration laws/regulations of the Commonwealth of Virginia and Fairfax County.

For the purposes of this section, the following definitions apply:

<sup>1</sup> Commercial vehicles include, but are not limited to: (i) any solid waste collection vehicle, tractor truck, dump truck, concrete mixer truck, towing and recovery vehicle, or any other heavy construction equipment; (ii) any vehicle in which food or beverages are stored or sold; (iii) any vehicle licensed by any state for use as a common or contract carrier or as a limousine; (iv) any vehicle that displays commercial signs or advertising of a company or service; and (v) any vehicle that habitually has objects such as ladders, duct work, etc. attached to it.

<sup>2</sup> Abandoned/stored vehicles are any vehicles that, after being ticketed, do not move within a period of ten days.

<sup>3</sup> Oversized vehicles are those that obstruct community walkways or roadways when parked in a marked parking space or that are wider than 84 inches. The measure used to determine obstruction of the roadway is the vehicle, when parked, shall not extend beyond the peninsula curbing; likewise the vehicle shall not block the sidewalk. <sup>A</sup>

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to be inoperable for a  
personal property.  
(g) Portable on Demand (PODS)  
storage structures designed to facilitate  
the storage of excess materials  
or household goods in the act of moving  
into or out of the community (all such  
structures are hereafter referred to as

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4  
Portable on Demand (PODS) storage  
structures: A lot owner placing a PODS  
in their reserved parking space must,  
by phone, or in person, notify the  
Homeowners' Association, five (5)

## ARTICLE XIX

### ANIMAL CONTROL

Section 1. The Fairfax County Animal Warden and the Fairfax County Police are hereby authorized to enter upon the Association's property and common area for the purpose of enforcing the Fairfax County and Commonwealth of Virginia laws, ordinances and regulations generally referred to as "leash laws" and the "pooper scooper laws".