

EXHIBIT C

ARTICLES OF INCORPORATION  
OF  
GREENFIELD HOMEOWNERS ASSOCIATION

In compliance with the requirements of Chapter 2 of Title 13.1 of the Code of Virginia, 1950 as amended, the undersigned, all of whom are of full age, have this date voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is GREENFIELD HOMEOWNERS ASSOCIATION, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 10410 Main Street, Fairfax, (Fairfax County), Virginia, 22030.

ARTICLE III

The post office address of the initial registered office of the Association is 10410 Main Street, Fairfax, Fairfax County, Virginia, 22030. The name of the Association's initial registered agent is Paul C. Kincheloe, Jr., who is a resident of the State of Virginia, a member of the Virginia State Bar and whose business office is the same as the registered office of the Association.

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

to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

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

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

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

(d) borrow money, and with the affirmative vote of more than two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Any such dedication sale or transfer shall require the affirmative vote of more than two-thirds (2/3) of each class of members.

votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) on July 1, 1974

#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors who need not be members of the Association. The number of directors constituting the initial board is three (3) who shall serve until the annual meeting of the members of the Association. The names and addresses of the persons who are to serve as the initial directors are as follows:

Name	Address
Charles A. Veatch	2403 Bugle Lane Reston, Virginia
Robert King	10401 Stone Ridge Lane Vienna, Virginia
Paul C. Kincheloe, Jr.	10410 Main Street Fairfax, Virginia

At the first annual meeting the Directors shall be divided into three classes as nearly equal as possible, one-third (1/3) to be elected by the members for one (1) year; one-third (1/3) to be elected by the members for two (2) years; and one-third (1/3) to be elected by the members for three (3) years; and at each annual meeting thereafter the members shall elect all directors for a term of three (3) years..

*Board -  
3 year term*


#### ARTICLE VIII

##### DISSOLUTION

The Association may be dissolved upon the affirmative

undersigned, constituting the incorporators of this Association,  
have executed these Articles of Incorporation this 30  
day of APRIL, 1972.

  
\_\_\_\_\_  
CHARLES A. VEATCH

  
\_\_\_\_\_  
ROBERT KING

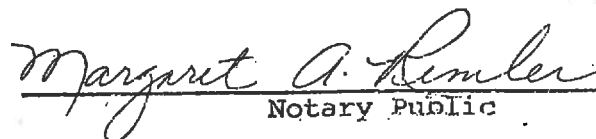
  
\_\_\_\_\_  
PAUL C. KINCHELOE, JR.

STATE OF VIRGINIA

COUNTY OF FAIRFAX

I, the undersigned, a Notary Public in and for the  
State and County aforesaid, whose Commission expires on the 28  
day of May, 1974, do hereby certify that CHARLES A.  
VEATCH, ROBERT KING, and PAUL C. KINCHELOE, JR., whose names are  
signed to the foregoing Articles of Incorporation, dated the 30  
day of April, 1972, have this day appeared before me  
and acknowledged the same in my said State and County.

GIVEN under my hand and seal this 20<sup>th</sup> day of  
APRIL, 1972.

  
\_\_\_\_\_  
Notary Public

**GREENFIELD FARM**  
**Fairfax County, Virginia**

EXHIBIT B

DEED BOOK 3713, 3937

DATED

PAGE 262, 676

RECORDED 10/16/72, 10/23/73

THIS DEED OF DEDICATION and DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, the said Declaration of Covenants, Conditions and Restrictions being attached hereto as "Schedule A", made this 18th day of August, 1972, by and between GREENFIELD FARM JOINT VENTURE, a Limited Partnership, by ENVIRONMENTAL CONCEPTS INC., General Partner, party of the first part; ELIZABETH B. KINCHELOE, party of the second part; J. GORDON KINCHELOE and GRAYSON P. HANES, Trustees, both residents of Fairfax County, Virginia, parties of the third part; CALDELL C. KENDRICK, Sole Acting Trustee, of Arlington, Virginia, party of the fourth part and FIRST VIRGINIA MORTGAGE AND REAL ESTATE INVESTMENT TRUST, Beneficiary, party of the fifth part:

WITNESSETH, that

WHEREAS, the party of the first part acquired certain real property located in Fairfax County, Virginia, by deed recorded in Deed Book 3557, at page 18, among the land records of Fairfax County, Virginia, said property being that property hereinafter described and referred to as Parcel A; and

WHEREAS, the party of the second part is the owner of certain property hereinafter described as Parcel B; and

WHEREAS, by Deed of Trust recorded in Deed Book 3557, at Page 20, among the land records of Fairfax County, Virginia, real property acquired by the party of the first part was conveyed to J. Gordon Kincheloe, and Grayson P. Hanes, Trustees, to secure to Elizabeth B. Kincheloe the payment of sums more specifically set forth in said Deed of Trust; and

WHEREAS, the aforesaid Deed of Trust recorded in Deed Book 3557, at Page 20, provides that the Trustees are empowered and authorized to execute and join in this Deed of Dedication without the necessity of joining the noteholder; and

WHEREAS, by Deed of Trust recorded in Deed Book 3656, at Page 467, among the land records of Fairfax County, Virginia, real property acquired by the party of the first part was conveyed to Caldwell C. Kendrick of Arlington, Virginia, and The Trust Company of First Virginia, a Virginia Corporation, Falls Church, Virginia (either of whom may act), to secure the payment to First Virginia Mortgage And Real Estate Investment Trust of sums more specifically set forth in said Deed of Trust; and

WHEREAS, the party of the fifth part joins in this Deed of Dedication and Declaration of Covenants, Conditions, and Restrictions for the purpose of evidencing its approval of same and to show that the party of the fourth part is authorized and directed to join in this Deed of Dedication and Declaration of Covenants, Conditions, and Restrictions; and

WHEREAS, the party of the first part desires to subdivide the said parcel into townhouse building lots and to dedicate for public use the streets and easements in accordance with the plat attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of the sum of One Dollar and the premises herein contained, the parties hereto do hereby subdivide all of that certain tract of land situate in Fairfax County, Virginia, and more particularly described as follows:

**PARCEL A**

BEGINNING at a point, said point being in the east right-of-way line of Guinea Road, Rt. 651, and being the north-west corner of Aylestock; thence departing said point and running with the right-of-way line of Guinea Road the following courses and distances:

N. 18° 10' 00" E. 127.83 feet  
N. 28° 33' 40" E. 83.26 feet  
N. 35° 15' 30" E. 85.51 feet  
N. 42° 08' 50" E. 187.19 feet  
N. 50° 30' 00" E. 123.17 feet  
N. 55° 33' 42" E. 170.34 feet

to the point of curvature of a curve at the intersection of Guinea Road and Burke Road (Route 652); thence along the arc of a curve to the right having a radius of 30 ft. and an arc of 49.84 ft.; thence west right-of-way line of Burke Road, S. 29° 15' 08" E. 1,177.74 ft. to a point; thence S. 29° 31' 58" E. 790.08 feet; thence S. 30° 02' 10" E. 10.50 ft. to a point; thence departing said right-of-way line of Burke Road and running with the line of Paul C. Kincheloe, S. 59° 57' 50" W. 575.58 feet to a point; thence N. 30° 02' 10" W. 301.55 feet; thence N. 39° 45' 20" W. passing through a corner of Merrick Development Corporation at 245.61 feet a total distance of 990.03 feet; thence with the line of Aylestock N. 50° 14' 40" E. 100.00 feet; thence N. 39° 45' 20" W. 466.02 feet to the point of beginning and containing 29.6911 acres.

**PARCEL B**

BEGINNING at a point in the west right-of-way line of Burke Road, said point being the southeast corner of the land of Kincheloe Zoned Rt-5; thence departing said right-of-way line and running through the property of Kincheloe, S. 59° 57' 50" W. 575.58 feet to a point; thence N. 30° 02' 10" W. 183.50 feet to a point; thence N. 59° 57' 50" E. 575.58 feet to a point in the line of Burke Road; thence with the line of Burke Road, S. 30° 02' 10" E. 183.50 feet to the point of beginning, and containing 2.4246 acres.

As the subdivision of GREENFIELD FARM, in accordance with the plat made by Trico Associates, Incorporated, Certified Land Surveyors, dated the \_\_\_\_\_ day of \_\_\_\_\_, 1972, a copy of which is attached hereto and made a part of this Deed of Dedication and do hereby dedicate to public use the streets and thoroughfares and create and dedicate the easements as shown on said plat.

# SCHEDULE A

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION was made on the 18th day of August, 1972, by GREENFIELD FARM JOINT VENTURE, a Limited Partnership, by ENVIRONMENTAL CONCEPTS INC., General Partner, hereinbefore in the Deed of Dedication referred to as party of the first part, and ELIZABETH B. KINCHELOE, hereinbefore in the Deed of Dedication referred to as party of the second part, and hereinafter for the purpose of this Declaration referred to as Declarant.

WHEREAS, J. GORDON KINCHELOE and GRAYSON P. HANES, Trustees, as aforesated in the Deed of Dedication, and CALDWELL C. KENDRICK, Sole Acting Trustee, as aforesated in the Deed of Dedication, have joined in these documents for the purpose of dedicating the hereinbefore property described in the Deed of Dedication to a subdivision to be known as GREENFIELD FARM, and for the purpose of subjecting said property to the following easements, restrictions, covenants and conditions; and

WHEREAS, GREENFIELD HOMEOWNERS ASSOCIATION, a Virginia Corporation, desires to join in this Declaration of Covenants, Conditions and Restrictions for the purpose of accepting the duties and responsibilities imposed upon it by this Declaration and does so evidence its intent by the signature of its President and Secretary and attachment of its Corporate Seal to this Declaration.

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

### ARTICLE I DEFINITIONS

*Section 1.* "Association" shall mean and refer to GREENFIELD HOMEOWNERS ASSOCIATION, a Virginia Corporation, its successors and assigns.

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

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

*Section 4.* "Common Area" shall mean all real property and all interests in real property including common easement owned by the Association for the common use and enjoyment of the owners.

*Section 5.* "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

*Section 6.* "Declarant" shall mean and refer to GREENFIELD FARM JOINT VENTURE, a Limited Partnership, by ENVIRONMENTAL CONCEPTS INC., General Partner, and ELIZABETH B. KINCHELOE, and/or successors and assign if such successors or assigns shall acquire more than one undeveloped Lot from the Declarant for the purpose of development.

*Section 7.* "Member" shall mean and refer to every person or entity who holds membership in the Association.

*Section 8.* "Facilities" shall mean and refer to recreation facilities and all other facilities and improvements built or to be built on the Common Area.

### ARTICLE II PROPERTY RIGHTS

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

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

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded. It is anticipated that a part of the Common Area may be set aside for a pool site and/or other recreational use and that same may be used in conjunction with other homeowners associations to be established on neighboring parcels of property; that the Declarants herein shall be and are authorized to donate such a Common Area as they may deem fit to be used for such purposes and in conjunction with other such homeowner's associations. If such a dedication or grant be made it shall be on the basis that a common association be established with the other neighboring homeowner's associations for the development and use of such a common area. The members of the common association shall share costs pro-rata in relation to the number of members each individual association shall have.

(d) the right of individual owners to the exclusive use of parking spaces as provided in this Article.

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

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

*Section 3. Parking Rights.* Ownership of each lot shall entitle the owner or owners thereof to the use of not more than one 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 area. The Association shall permanently assign one vehicle parking space for each dwelling.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

(b) on June 1, 1976.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

*Section 1. Creation of the Lien and Personal Obligation of Assessments.* Each Owner, except Declarant, of any Lot within the Properties, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges for maintenance of the Common Area, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, whether made by the corporate ownership or by Fairfax County, shall be a continuing pro rata lien upon the property against which each such assessment is made, second only to taxes and any bona fide duly recorded first trust lien on each lot. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person except Declarant 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.

A. 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 areas subjected to this Declaration and in particular for the improvement and maintenance of the Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Area, and of the home situated upon the Properties.

B. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be NINETY-SIX and 00/100 (DOLLARS) (\$96.00) 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 shall be automatically 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, United States City Average—All Items", published by the U.S. Department of Labor, Washington, D.C., which Index uses the period 1957-1959 as being equal to 100%. The Index issued immediately prior to the conveyance of the first Lot to an Owner shall be the base rating from which any increase shall be computed under this subparagraph (a).

(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 for succeeding periods of three (3) years by an affirmative vote of the members, such vote to be taken at a duly constituted meeting; *provided that* any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members. The maximum limitations hereof shall not apply in event of 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 an amount not in excess of the maximum.

(d) The annual assessment for any Lot owned by Declarant, shall be FORTY-EIGHT and 00/100 DOLLARS (\$48.00) until construction at this subdivision has been in progress for one (1) year. Thereafter, the annual assessment for any Lot owned by Declarant shall be NINETY-SIX and 00/100 DOLLARS (\$96.00) which shall be paid by the Declarant at such time as each Lot shall be subjected to this Declaration by Deed of Subdivision and shall not be increased or subject to any special assessments without the written permission of Declarant, PROVIDED HOWEVER, that in no case shall the minimum annual assessment for any Lot owned by Declarant be less than Fifty per cent (50%) of the assessment levied against Class A members-owned lots.

(e) The assessments collected by the Association shall in each year be sufficient to maintain and operate the Properties and Common Area, as herein set forth, in neat and good order, and to pay all taxes, assessments and expenses payable with

pect to the maintenance and operation of the Properties to be operated and maintained by the Association for the aforesaid purposes.

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

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

**Section 4. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 5. Date of Commencement of Annual Assessments: Due Date.** The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of 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, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

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

**Section 7. 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 pursuant to first mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 8. Exempt Property.** All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable non-profit organization, exempt from taxation by the laws of The Commonwealth of Virginia shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessment.

**Section 9. "Effect of Nonpayment of Assessments" added. See amendment dated November 1, 2004**

## ARTICLE V ARCHITECTURAL CONTROL

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

## ARTICLE VI PARTY WALLS AND FENCES

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

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

**Section 3. Destruction by Fire or Other Casualty.** If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence may restore it, and if the other Owner thereafter makes use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner 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 party fence or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all arbitrators.

## ARTICLE VII MAINTENANCE

*Section 1. Owner's Responsibility.* The Owner of any Lot shall maintain, repair and restore at his cost that portion of any Lot owned by him, including the exterior of any building or any other improvement erected on such Lot. (Such Owner shall in addition maintain at his cost the front, side and rear yards of any Lot owned by him, including the obligation to cut, trim and maintain his front, side and rear yard lawn and shrub or other plantings thereon.) In the event such Owner shall fail to discharge his aforesaid obligations in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by two-thirds (2/3) vote of its Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and maintain, repair and restore such portion of said Lot, including the exterior of any building, or other improvement erected thereon, and including the right to cut, trim and maintain said front, side and rear yard lawn, shrub or other plantings thereon. The cost of same when performed by the Association shall be added to and become a part of the assessment to which such Lot is subject.

*Section 2. Association's Obligations.* The Association shall maintain, repair and restore all of the Common Area and any structures of facilities thereon for the common use and benefit of its members, including the obligation to maintain, repair and restore all sidewalks, paved automobile parking areas and paved streets and driveways within the Common Area, and including the obligation to remove snow, from all such sidewalks, automobile parking areas and paved streets and driveways, and the obligation to cut, trim and maintain all lawns, shrubs and other plantings within the Common Area. The Association shall also maintain all vehicular parking designations within the Common Area. The cost of same shall be paid by the Association from the aforesaid assessments and charges referred to in Article IV hereof.

## ARTICLE VIII USE RESTRICTIONS

All of said Properties shall be subject to the following protective covenants, restrictions and reservations and in addition thereto, the Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the Properties, subject to this Declaration, including the Common Area and the Lots.

1. No lot shall be used except for residential purposes or for purposes incidental or accessory thereto except for model homes and office use by Declarant throughout the completion of this project and the sale of the last townhouse.

2. No clothing, laundry or wash shall be aired or dried on any lot in an area exposed to view from any other lot in the Properties.

3. 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 advertising the Lot for sale or rent and except for temporary signs erected by the Declarant in connection with the construction, lease or sale of buildings and Lots in the Properties.

4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other household pets may be kept provided that they are not raised, bred or kept for any commercial purpose, and provided such pets at all times are in the control of Owner.

5. No building, structure, or other improvement whose plans and specifications have been approved initially by the Board of Directors of the Association shall be used for any purpose other than that for which such building, structure or other improvement was originally designed, without the approval of the Board of Directors of the Association.

6. Owner shall not erect any building, structure, fence, wall, tree, hedge, shrub, planting nor any other improvement of any kind within the Common Area, nor shall Owner obstruct free passage across any of the Common Area.

7. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

8. Owner shall not place or store any material or refuse exposed to view anywhere on the Properties except where designated for trash pick-up.

9. Owner shall not erect nor permit to be maintained anywhere on his lot or improvements thereon any radio or television antenna which is exposed to public view.

## ARTICLE IX EASEMENTS AND RESERVATIONS

1. Easements for the installation, repair and maintenance of underground or above ground utilities, supply and transmission lines, sewer, water and drainage facilities are reserved to Declarant throughout all areas of the Properties, whether within the boundaries of the residential lots, or in the Common Area. Such easements shall include the right of ingress and egress, provided that any damage resulting from such installation, repair or maintenance shall be promptly repaired or replaced at the expense of the Corporation or authority which directed the entry.

HBA  
can repair

For  
Sale  
Signs

trash on  
common  
area

BY-LAWS  
OF  
GREENFIELD HOMEOWNERS ASSOCIATION

ARTICLE I  
NAME AND LOCATION OF CORPORATION

The name of this corporation is GREENFIELD HOMEOWNERS ASSOCIATION, hereafter called the "Association." Its principal office is located at 10410 Main Street, Fairfax City, (Fairfax County), Virginia 22030. The Association may have such other offices, either within or without the Commonwealth of Virginia, as the Directors may from time to time determine.

The Association shall have and continuously maintain in the Commonwealth of Virginia a registered office, as required in Chapter 2 of Title 13.1 of the code of Virginia, 1950, as amended. The address of the registered office and the registered agent may be changed from time to time by the directors and the registered office may be, but need not be, identified with the principal office of the Association in the Commonwealth of Virginia.

ARTICLE II  
PURPOSE AND ADMINISTRATION

Section 1. Purpose. The purpose of this Association is to provide its members with maintenance, preservation and architectural control of the residence Lots and Common Area within certain tract of property located in Fairfax County as specified in its Articles of Incorporation; and to promote the health, safety and welfare of the residents within said property, and any additions thereto as may hereafter be brought within the jurisdiction of the Association, as specified in its Articles of Incorporation.

Section 2. Administration.

(a) The owners of record will constitute the Association which shall have the responsibility of administering the Association, in accordance with the Deed of Declaration, the Declaration of Covenants, Conditions, and Restrictions, the Articles of Incorporation, and the By-Laws; approving the annual budget; establishing and collecting Association assessments; and, arranging for the management of the Association. Except as otherwise provided, decisions and resolutions of the Association shall require approval by the majority of members.

- (b) The Association shall establish and collect from the members assessments in accord with the provisions of the Deed of Dedication and the By-Laws of the Association

### ARTICLE III 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 records to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. No person shall be a member of the Association after he ceases to be the owner of record of a portion of the Property.

The directors of the Association may, after affording the member an opportunity to be heard, suspend any person from membership in the Association during any period of time when there exists a violation of any provisions of the Deed (including, but not limited to, the failure to make any payment to the Association when due and payable under the terms hereof) with respect to the portion of the Property he owns.

### ARTICLE IV VOTING RIGHTS

The members of the Association shall have the right to vote, either in person or by proxy, for the election and removal of directors and upon such other matters with respect to which a vote of members is required under the Deed or under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia, 1950 as amended.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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

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

Voting by proxy is allowed. Any proxy must be filed with the secretary before the appointed time of each meeting.

## ARTICLE V MEETINGS OF MEMBERS

Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

~~Section 2. Annual Meetings. The first annual meeting of the Association shall be held on November 14, 1974. Thereafter, the annual meetings of the Association shall be held on the second Thursday of November each succeeding year. At such meetings there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Article VI of these By-Laws. The members may also transact such other business of the Association as may properly come before them.~~

The preceding Section 2 was amended by an affirmative vote of more than 51% of members. The Board of Directors authenticated the amendment on September 15, 2004. The amendment changed the preceding Section 2 to read,

Section 2. Annual Meeting. Annual meetings of the Association shall be held each year on a date, selected by the Board of Directors, in either the month of September or October. At such meetings there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Article VI of these By-Laws. The members may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by a majority of the members having been presented to the secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership list of the Association, or if no such address appears, at his last known place of address, at least thirty (30) but not more than sixty (60) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 5. Majority of Members. As used in these By-Laws, the term "majority of members" shall mean at least one (1) vote in excess of fifty (50) percent of the members of the Association, by proxy or present and voting.

Section 6. Quorum. Except as otherwise provided in these By-Laws the presence, either in person or by proxy, of thirty (30) percent of the members of record shall be requisite for and constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of quorum is raised, no business may thereafter be transacted.

At any meeting called for any action authorized under Sections 1B or 2 of Article IV of the Declaration of Covenants, Conditions, and Restrictions, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum.

Section 7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not in attendance, the members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which subsequent meeting the quorum requirement shall be fifteen (15) percent.

If the required quorum is not present at any meeting called for any action authorized under Sections 1B and 2 of Article IV of the Declaration of Covenants, conditions, and restrictions, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 8. Voting. The vote of the majority of those entitled to vote and present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, Articles of Incorporation, Declaration, or those of these By-Laws, a different vote is required, in which case such express provision shall govern and control. No member shall be eligible to vote or be elected to the Board of Directors who is suspended from membership in the Association (in accordance with the provisions in Article III of these By-Laws) or who is shown on the books or management accounts of the Association to be more than 60 days delinquent in payments due the Association

Section 9. Order of Business. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of directors
- (g) Unfinished business
- (h) New business

In the case of special meeting, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of meeting.

## ARTICLE VI DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons. The initial Board of Directors, who shall serve until the first annual meeting of the Association, shall be three (3) and are as follows:

Name	Address
Charles A. Veatch	2403 Bugle Lane Reston, Virginia
Robert King	10401 Stone Ridge Lane Vienna, Virginia
Paul C. Kinchloe, Jr.	10410 Main Street Fairfax, Virginia

All Boards of Directors, subsequent to the initial Board of Directors, shall be elected by the members and shall be members of the Association. At the first annual meeting the Directors shall be divided into three classes: two directors to be elected by the members for one (1) year; two directors to be elected by the members for two (2) years; and one director to be elected by the members for three (3) years; and at each annual meeting thereafter the members shall elect all directors for a term of three (3) years.

Section 2. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members.

Section 3. Management Agent. The Board may employ a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize.

Section 4. Election and Term of Office. The term of the Directors named in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting or any special meeting called for that purpose. At the first annual meeting the term of office of one (1) Director shall be fixed for three (3) years. The term of office of two (2) Directors shall be fixed for two (2) years, and the term of office of two Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Director shall hold office until their successors have been elected and hold their first meeting.

Section 5. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the membership shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 6. Removal of Directors. At any regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of the majority of the members of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than sixty (60) days delinquent in payment of his Association assessments shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 5, above.

Section 7. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken. A Director may not be an employee of the Association.

Section 8. Organization Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of the election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, at least fifteen (15) but not more than fifty (50) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on fifteen (15) days written notice to each Director, which notice shall state the time, place (as herein above provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 11. Manner of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum of the Board of Governors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to time not less than forty-eight (48) hours from the time the original meeting was called. At such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

## ARTICLE VII OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Corporation shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall have the responsibility of carrying out the directives of the Board and administering the affairs of the Association, including, but not limited to, the power to appoint committees from among the membership from time to time as he may in his direction decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.



the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE VIII SEAL

The Board of Directors shall provide a corporate seal which shall have inscribed thereon the name of the corporation, the year of its incorporation, and the words "Corporate Seal-Virginia."

## ARTICLE IX AMMENDMENT OF BY-LAWS

These By-Laws may be amended by the affirmative vote of at least fifty-one (51) percent of the membership of the Association.

## ADDENDUM

The above By Law document is a retyped version of the original document and was authenticated as being accurate by the Association's Board of Directors during their monthly meeting on March 9, 2005. The original By Law document is on file with the Association's Management Agent.

Betsy R. Hanson LVP  
President

Don Holsapple  
Secretary

**AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF THE GREENFIELD HOMEOWNERS  
ASSOCIATION**

THIS AMENDMENT to the Declaration of Covenants, Condition and Restrictions of the Greenfield Homeowners Association is made this 1<sup>st</sup> day of November, 2008.

**WITNESSETH**

WHEREAS the Declaration of Covenants, Conditions and Restrictions (herein the "Declaration") of the Greenfield Farm joint venture, a limited partnership (herein the "Declarant") dated the 18<sup>th</sup> day of August, 1972 was recorded amongst the Land Records of Fairfax County Virginia at Deed Book 3713, page 268;

WHEREAS, the Greenfield Homeowners Association joined in said Declaration for the purpose of accepting the duties and responsibilities stated therein;

WHEREAS, the Declaration states at pages 268 and 269, that the properties described in the Deed of Dedication shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Declaration;

WHEREAS, the Deed of Dedication, dated the 18<sup>th</sup> day of August 1972, was recorded amongst the Land Records of Fairfax County, Virginia at Deed Book 3713, page 262;

WHEREAS, Article X (General Provisions), Section 3 (Amendment) of the Declaration, sets forth the requirements for amending the Declaration; and

WHEREAS, pursuant to the Declaration, the required members of the Association signed an instrument, in person or by proxy, to change and amend the Declaration to delete Section 7 (Subordination of Lien to Mortgages) of Article IV (Covenants for Maintenance Assessments), and to add a new Section 7 to Article IV. Said instrument and the proxies are contained in the official records of the Association. Additionally, there is no Director of County Development of

**FILED**

NOV 07 2008

JOHN T. FREY  
Clerk of the Circuit Court  
of Fairfax County, VA

Fairfax County, Virginia, nor is there a successor to such office. The specific amendment is set forth herein.

NOW THEREFORE, the Article IV, Section 7 of the Declaration is hereby, amended as follows:

1. Article IV, Section 7 is deleted in its entirety.
2. The following is added as the new Article IV, Section 7:

"Section 7. Subordination of the Lien to Mortgages; Liability of Foreclosure Purchaser. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of the Lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to any mortgage or other foreclosure, of whatever kind or nature, shall NOT extinguish the lien of such assessments as to payments which came due prior to the sale or transfer. In addition, the purchaser or transferee of the any Lot at foreclosure SHALL be liable for all unpaid assessment and other fees assessed pursuant to the Declaration which are unpaid by the former owner(s). No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien itself."

EXCEPT AS AMENDED PREVIOUSLY AND HEREIN, all provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, said Greenfield Homeowners Association, has, on the day and year first written above, caused the Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed in the name of the Association.

*(Signatures and seals of Notary Public intentionally found on page immediately following.)*

GREENFIELD  
HOMEOWNERS ASSOCIATION

By: Ronald Holsapple  
Secretary  
Ronald Holsapple

By: Evyonne D. Kasper  
President - 2nd VP  
Evyonne D. Kasper

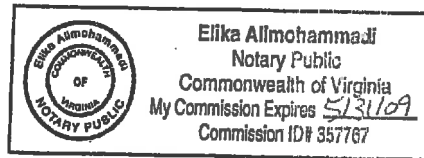
STATE OF VIRGINIA,  
COUNTY OF Lane, to-wit:

I, Elika Alimohammadi, a Notary Public in and for the State and County aforesaid do hereby certify that Ronald Holsapple and Evyonne D. Kasper, whose names as Secretary and President, respectively, of GREENFIELD HOMEOWNERS ASSOCIATION have signed to the foregoing document bearing date on the 1<sup>st</sup> day of November, 2008, have acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand and seal this 1<sup>st</sup> day of November, 2008.

Elika Alimohammadi  
NOTARY PUBLIC

My Commission expires: May 31, 2009  
Notary ID Number: 357767



**GREENFIELD HOMEOWNERS' ASSOCIATION**

c/o **KOGER MANAGEMENT**

**3554 CHAIN BRIDGE ROAD, # 400**

**FAIRFAX, VA 220**

telephone 703-460-4173

fax 703-591-2417

e-mail, [hthomas@kogermanagement.com](mailto:hthomas@kogermanagement.com)

March 3, 2006

Dear Greenfield Owner or Resident,

Enclosed is a copy an Overview of Greenfield Homeowners' Association Policies. Unit owners are required to provide all persons residing in their property a copy of this synopsis.

This overview is provided to ensure all residents understand the basic rules and regulations designed to make the GHA a more pleasant place to live. With everyone abiding by these few basic rules, our community can only become a better place to reside and a more valuable property investment.

In addition to non-resident owners being required to provide the residents of their property a copy of this synopsis, they are also required to provide them with a complete copy of GHA Policy Resolution 03-02 titled "Regulatory Resolution: Rules and Procedures for the Collection of Household Trash".

The GHA Board of Directors appreciates in advance everyone's cooperation in abiding by these few basic rules.

Please feel free to contact Howell Thomas, the GHA Community Manager, if you have questions or concerns regarding this overview.

Sincerely,

The Greenfield Homeowners; Association  
Board of Directors

# OVERVIEW OF GREENFIELD HOMEOWNER ASSOCIATION POLICIES

## ATTENTION RESIDENTS

The owner of your property is required to provide you with pertinent Greenfield Homeowners Association (GHA) documents to ensure that you abide by the rules of the community. We are providing you with an "overview" of some of the GHA policies that may impact and concern you.

**Our management agent is Koger Management, Howell Thomas, (703) 460-4173**

### 1. Annual/monthly meetings:

A. As a tenant you are not a "voting" member, however you may, and are encouraged to attend meetings and participate in discussions

- 1) Annual meetings are held in September or October
- 2) Monthly BOD meetings are held once a month (currently on the 4<sup>th</sup> Thurs) in the office of the Management Agent

### 2. Parking policy:

A. Each home is assigned one reserved parking space

- 1) Vehicles permitted to park in the GHA community must be operable and in compliance with Virginia State and county laws – i.e., current state license plates, county stickers, inspection stickers
- 2) Each homeowner is responsible to clean their parking space to include any cleanup/removal of oil, petroleum, etc

B. Non reserved spaces – no vehicle can be parked for more than 10 continuous days in a "non reserved" space

- 1) Vehicle/maintenance is limited to minor maintenance and repairs
- 2) You must be a legal resident of GHA to perform maintenance or repairs
- 3) Vehicle repairs or maintenance is not permitted in non reserved spaces, only in assigned spaces

C. Vehicles prohibited from parking IN ANY SPACE include the following:

- 1) Trailers, free standing campers, boats, jet skis, or other towed vehicles
- 2) Commercial vehicles designated or licensed including vehicles with ladders
- 3) Junked or derelict vehicles
- 4) Vehicles under repair
- 5) Vehicles on blocks

D. Vehicles parked on landscaped property, curbs/sidewalks, fire lanes, or any other place not designated as an approved parking space may be towed without warning

E. Vehicles parked in your designated space can be towed with these few simple steps:

- 1) Try to determine who the vehicle belongs to – if you are unable to identify the owner you need to:
  - a) Call the towing agent and request they remove the unauthorized vehicle

- b) Provide the make, model, tag number, parking space number, and location of the vehicle
- 2) The tow truck driver may request that the complainant be present and provide proof of his/her authority (residing at the address assigned to that particular numbered space) to have vehicles removed from that reserved space

**Current towing agent: Dominion Towing, 7716 Cinderbed Road, Lorton, VA 22172; telephone: (703) 978-7990**

**3. Household Trash Policy: The GHA trash contractor is AAA Recycling and Trash Removal Service, (703) 818-8222**

A. Residents are responsible for placing normal household trash at the designated pickup points during the designated collection time frame and scheduled days of pickup

- 1) Designated pickup point is the walkway directly in front of your residence  
**ONLY – THERE IS NO CENTRAL PICKUP SPOT**
- 2) All trash should be bundled and securely fastened (but not to exceed 50 pounds or 30 gallon capacity)
- 3) Current schedule for trash pickup is between 7AM and 10PM on Tuesdays and Fridays each week except for Thanksgiving, Christmas, and New Years Day (service will resume the next scheduled pickup day)
- 4) Neither trash nor recycling may be placed out before sunset on the day prior to scheduled pickup

B. Items not considered “normal trash” are:

- 1) Hazardous waste, including but not limited to: chemicals, toxic waste, paint or paint cans, petroleum products, and car batteries
- 2) Appliances (washer, dryer, dishwasher, refrigerator, stove, etc)\*
- 3) Items (or containers) heavier than 50 pounds (like large furniture)\*\*
- 4) Explosives, live ammunition, or firearms
- 5) Remodeling, renovation, or construction debris

\*AAA will pick up appliances for an additional charge billable to the particular customer; however you must call ahead and arrange for this service

\*\*AAA will pick up large items such as sofas, furniture, etc for NO CHARGE; however you must call ahead and arrange for this service

C. Recycled Items:

- 1) Included are aluminum or metal food or beverage cans, glass bottles and jars (rinsed with caps removed), plastic, and newspapers – newspapers must be separately bundled
- 2) Recycling is picked up weekly on Fridays only between the hours of 7AM and 10PM with the same exceptions as the trash service noted above

D. Remodeling and construction debris:

- 1) Must be removed from the property within 72 hours after first generated
- 2) Residents in violation of this requirement will be billed for the removal of any such debris

**E. Maintenance of trash and recycle bins:**

- 1) All trash cans or bins must be identified with the unit number and removed from the pickup sites by sunset on the day of pickup
- 2) Trash cans or bins must not be left outside the house in view of the association

**4. Trash dumpsters and Portable on Demand (POD) Containers:**

A. The BOD must receive a request in writing and provide written consent to a resident prior to the placement of either a dumpster or POD

B. The request must clearly state the installation and removal dates

- 1) Dumpsters may only be on the property for 7 days
- 2) PODs may only be on the property for 4 days

C. The dumpster or POD may only be placed within the resident's reserved parking space

D. The dumpster or POD must have a locking device

E. The requesting resident is also responsible for maintaining the immediate area around the dumpster or POD free of trash or debris

**5. Pet policy:**

A. Fairfax County has a leash law for pets as well as a law requiring pet owners to clean up (feces) after your pets – GHA enforces both

B. A responsible person needs to be in control of the pet(s)

C. You are also asked to exercise your pets at least 25 feet from a residence or back fence, and **CLEAN UP AFTER YOUR PET**

**6. Damage to common grounds:**

A. Deliberate or negligent actions which cause damage to the common grounds and require expenditure of GHA funds for the repair of the damage, shall be assessed to the owner of said lot

B. This could include driving motor vehicles (such as moving vans) over common grounds or walkways

- 1) Should it be absolutely necessary to drive on common areas you must receive permission from on of the BOD or the association manager (permission does not absolve you from paying for any damage)



**GREENFIELD HOMEOWNERS' ASSOCIATION  
REGULATORY RESOLUTION NO. 06-04**

November 30, 2006

Regulatory Resolution: Rules and Procedures for the Collection of Assessments

**Whereas**, Article VI, Section 2 of the Bylaws assigns the Board of Directors (hereinafter the "BOD") "all of the powers and duties necessary for the administration of the affairs of the Greenfield Homeowners' Association" (hereinafter the "Association") and further states the BOD "may do all such acts and things as are not prohibited by the Property Owners' Association Act or by these Bylaws required to be exercised and done by the Association" and the BOD shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Association; and,

**Whereas**, Article IV, Section 6 of the Association's Declaration of Covenants, Conditions and Restrictions states "...any assessment not paid within thirty days of the due date shall accrue interest at a rate of 8% per annum: and the Association may bring action at law against the owner personally obligated to pay the same" and

**Whereas**, Article IV, Section 9, Effect of Nonpayment of Assessments of the Association's Declaration of Covenants, Conditions and Restrictions states "the BOD may establish and enact rules, regulations and/or resolutions to revoke the reserved assigned parking space for any lot owner who is delinquent in paying association fees in an amount equal to or greater than two (2) months association monthly fees."; and

**Whereas**, the BOD deems it necessary to establish guidelines and procedures for homeowners, BOD, the Management Agent and the Association Attorneys for the collection of assessments and fees not paid by the due date of that assessment or fee;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the BOD by the Association Instruments and this resolution are hereby empowered to enforce the provisions of the Association Instruments regarding the Rules and Procedures for the Collection of Assessments the following be adopted:

**I. Annual Assessments**

- 1) All annual assessments in the amount approved by the Association with the adoption of the annual budget shall be paid in monthly installments due on the first day of each calendar month
- 2) Assessments shall be paid through the Management Agent at such place designated by the Management Agent or the Association.
- 3) Payments received from an owner shall, unless otherwise expressly directed by the owner or the BOD, be applied in the following order: interest, costs, legal fees, late fees and assessment principal

- 4) All assessments that remain unpaid, on the sixteenth day of the month, shall accrue a late fee assessment of ten dollars (\$10.00) due and payable immediately. On this same day, the management agent shall send the homeowners a notice imposing the late fee and interest fee amounts.
- 5) If any check is written for the payment of assessments is returned by the bank unpaid and the grace period has passed, the payment is considered to have not been made and a late fee will be imposed on the account
- 6) On the tenth day of the second month, if the assessment remains unpaid, the account shall be referred to the Association's attorney. The attorney shall send a notice indicating that a lien and lawsuit may be filed if full payment of assessments, late fees, legal fees and interest (collectively "fees") is not received in ten days.
- 7) An account that remains unpaid after the attorneys first demand letter shall cause the balance of the annual assessment, special assessment or additional assessments to be deemed due in full.
- 8) With approval of the BOD, the attorney may also institute action to foreclose the Association's lien against the owner's lot.

## **II. Special or Additional Assessments**

- 1) The initial Special and or Additional assessments shall be due and payable as determined and directed by the BOD
- 2) Subsequent payments shall be due and payable on the first day of each month and subject to the conditions set forth in the above conditions relating to the annual assessments.

## **III. Available Sanctions for the BOD**

- 1) Delinquent amounts in excess of \$300.00 shall be charged a monthly interest amount at the rate of .75%, which equates to 8.00% per annum. The BOD may waive interest fees for delinquent amounts of less than \$300.00.
- 2) The BOD may suspend an owner's rights to services and facilities, including parking, for any owner who is delinquent in the amount equal to or greater than the amount of two months of the annual assessment.

## **VI. Bank and Administrative Fees**

- 1) The delinquent homeowner shall be responsible for reasonable attorney fees that may be charged the Association by the attorney in collection matters or proceedings
- 2) Any check returned by the bank as unpaid for any reason, shall incur a \$25.00 handling fee.
- 3) The owner responsible for an unpaid check shall, in addition to the \$25.00 handling fee, be charged any bank fee associated with the unpaid check
- 4) All of the above fees are due and payable immediately.

**NOW THEREFORE, BE IT FURTHER RESOLVED THAT** the following be adopted;

A copy of this resolution will be provided to the current and any subsequent Attorneys or Management Agents that is or will represent the Association now or in the future.

This resolution supersedes and replaces the same named Regulatory Resolution numbered 98-2 and dated August 1, 1998.

The effective date of this resolution is on the date of the adoption by the BOD and will expire on an affirmative vote by a majority of BOD members at a duly constituted meeting.

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

This resolution was approved by a majority vote of the BOD in attendance at the Monthly BOD Meeting held on \_\_\_\_\_ at, which a quorum was present.

	VOTE			
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____ Betsy Gleason, President	_____	_____	_____	_____
_____ Henry Berdeja 1 <sup>st</sup> Vice President	_____	_____	_____	_____
_____ Benita Weaver, 2d Vice President	_____	_____	_____	_____
_____ Stephen Marshall, Treasurer	_____	_____	_____	_____
_____ Ronald Holsopple, Secretary	_____	_____	_____	_____

**GREENFIELD HOMEOWNERS' ASSOCIATION  
REGULATORY RESOLUTION NO. 06-03**

July 27, 2006

Regulatory Resolution: Rules and Procedures for the Administration and Maintenance of  
Streets and Parking Spaces.

**Whereas**, Article VI, Section 2 of the Bylaws assigns the Board of Directors (hereinafter the "BOD") "all of the powers and duties necessary for the administration of the affairs of the Greenfield Homeowners' Association" (hereinafter the "Association") and further states the BOD "may do all such acts and things as are not prohibited by the Property Owners' Association Act or by these Bylaws required to be exercised and done by the Association" and the BOD shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Association; and,

**Whereas**, Section 55-515 (A) of the Property Owners' Act (hereinafter the "Act") states ... "every lot owner, and all entitled to occupy a lot shall comply with all lawful provisions of this chapter and all provisions of the declaration".... and Article XI Section 2. Rules and Regulations, of the Bylaws states "Each Unit and Common Elements shall be occupied and used in compliance with the rules and regulations which may be promulgated and amended by the BOD"; and

**Whereas**, Article II, Section I (d) of the Association's Declaration of Covenants, Conditions and Restrictions states "the right of individual owners to the exclusive use of parking spaces as provided in this Article."; and

**Whereas**, Article II, Section 3, Parking Rights of the Association's Declaration of Covenants, Conditions and Restrictions states "Ownership of each lot shall entitle the owner or owners thereof to the use of not more than one automobile parking space, which shall be as near and convenient to said lot as reasonable possible, together with the right to ingress and egress in and upon said parking area. The Association shall assign one parking space for each dwelling."; and.

**Whereas**, Article IV, Section 9, Effect of Nonpayment of Assessments of the Association's Declaration of Covenants, Conditions and Restrictions states "the BOD may establish and enact rules, regulations and/or resolutions to revoke the reserved assigned parking space for any lot owner who is delinquent in paying association fees in an amount equal to or greater than two (2) months association monthly fees."; and

**Whereas**, the BOD desires to establish a standard within the community that will enhance the property values; provide visual harmony, sanitary conditions and, promote general welfare of the owner, members of the owners' families and such owners, guests, employees, tenants, agents and invitees; and,

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the BOD by the Association Instruments and this resolution are hereby empowered to enforce the provisions of the Association Instruments regarding the Rules and Procedures for the Administration and Maintenance of Streets and Parking Spaces the following be adopted:

**I. Reserved Parking**

A. Each unit within the Association is assigned one reserved parking space. The space number is the same as the unit Lot Number and is subject to the following:

- 1) The space is for the exclusive use of the unit owner or any of his/her designees.
- 2) The space is subject to applicable restrictions contained in this resolution below and or other Association documents.
- 3) The assignment of the space may be revoked for owners who are delinquent in paying Association fees in an amount equal to or greater than two months Association fees.
- 4) Minor repairs or vehicle maintenance is only permitted in an assigned reserved space. Draining vehicle fluids is prohibited.

B. The owner of an assigned reserved space, or his/her designee, may accomplish towing a non-authorized vehicle from an assigned reserved space by:

- 1) Make a reasonable effort to contact the owner of the vehicle by visiting your nearby neighbors
- 2) Contact the Association's contracted towing agent, provide the vehicles description, license number, location and request the vehicle be towed
- 3) Be prepared to provide the tow operator with identification of the person requesting the tow to affirm they reside at the address corresponding to the reserved space number.
- 4) The Management Agent shall provide the Contracted towing company with a list of parking space numbers that coincide with each Association address

**II. Non-Reserved Spaces**

Non-Reserved spaces are provided for unit owners, their guests, visitors or others who are on a bon fide temporary visit to the Association. Non-reserved spaces are on a first-come, first-served basis. Under no circumstance will non-reserved spaces be reserved for any occasion.

**III. Authorized Vehicles:**

Vehicles parked in any space or street within the Association must be street legal, adorned with the required license, inspection and tax decals and tradesmen vehicles performing a service to an owner or resident of the Association.

**IV Prohibited Vehicles:**

The following described vehicles are prohibited from parking on the Association's streets, parking spaces or property.

- 1) Trailers, free standing camper, boats, jet skis or any other towed vehicle

- 2) Vehicles clearly designed or licensed for commercial use including vehicles carrying ladders, or have ladder racks. Van type vehicles without side windows aft of the front door are considered commercial vehicles
- 3) Vehicles considered junked, derelict or abandoned
- 4) Vehicles on blocks or under repair
- 5) Vehicles parked in one non-reserved space for more than ten consecutive days
- 6) Vehicles cited three times for violations may be banned from parking on Association property

**V. Parking Restrictions.**

- 1) Parking or driving is prohibited on all common areas to include, walkways, sidewalks or any landscaped area.
- 2) Vehicles that extend any portion of the vehicle, or its appendages, over a walkway or sidewalk will be towed without notice and at the expense of the owner
- 3) The maintenance/repair to include draining of any vehicle fluids is prohibited in any non-reserved space.
- 4) Vehicles must stay within the parking space lines or it is subject to being towed without notice and at the expense of the owner.
- 5) Vehicles displaying metal dealer license plates are considered stored or commercial vehicles.

**VI. Towing Agent.**

The Association will contract with a licensed and insured towing contractor to tow vehicles from the Association

- 1) The towing agent is authorized to tow unauthorized vehicles and vehicles parked in restricted areas.
- 2) The Association will provide a list of persons authorized to have vehicles towed to the towing contractor and will assign each of these persons a password.
- 3) If an owner uses a towing service not under contract with the Association to tow from his/her assigned place, they do so at their own risk.

The towing agent is subject to change from time to time. It is each owner's responsibility to be aware of the current towing contractor.

**VII. Maintenance and Repair of Parking Spaces:**

Each homeowner is responsible for the general cleaning of their parking space to include the removal of any petroleum, oil or other stains.

Except for cleaning individual owner's spaces, the Association is responsible for the repair and maintenance and painting of the parking space reserved marking, streets and curbs. When the Association needs to vacate the parking lot to accomplish the maintenance or painting the BOD will provide ten (10) days advance written notice of the scheduled requirement. Vehicles remaining on the parking lot will be towed at the owner's expense.

**NOW THEREFORE, BE IT FURTHER RESOLVED THAT** the following be adopted;

A copy of this resolution will be provided to the current and any subsequent Attorneys or Management Agents that is or will represent the Association now or in the future.

This resolution supersedes and replaces the same named Regulatory Resolution numbered 98-3 and dated July 20, 1998.

The effective date of this resolution is on the date of the adoption by the BOD and will expire on an affirmative vote by a majority of BOD members at a duly constituted meeting.

Non-Resident owners are required to provide a copy of this resolution to persons occupying their house.

Motion by: Henry Berdeja Seconded by: Benita Weaver

This resolution was approved by a majority vote of the BOD in attendance at the Monthly BOD Meeting held on 07-27-2006 at, which a quorum was present.

	VOTE			
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
<u>Betsy Gleason</u> Betsy Gleason, President	X	—	—	—
<u>Henry Berdeja</u> Henry Berdeja 1 <sup>st</sup> Vice President	X	—	—	—
<u>Benita Weaver</u> Benita Weaver, 2d Vice President	X	—	—	—
<u>Stephen Marshall</u> Stephen Marshall, Treasurer	✓	—	—	—
<u>Ronald Holsopple</u> Ronald Holsopple, Secretary	X	—	—	—

To Permit Fairfax County Animal Control Officers to Patrol the Association's property to enforce county ordinances regarding the county leash laws and other related animal control laws.

WHEREAS The Greenfield Homeowners Association Board of Directors has requested members to vote on a change to the Association's governing documents to permit Fairfax County Animal Control Officers to patrol the community and,

WHEREAS the membership has voted to approve the above request, the Board of Directors hereby approves the following:

1. Requests that a Fairfax Animal Control Officer periodically patrol the community to enforce county ordinances regarding the county leash laws and other related animal control laws, and;
2. Approves the installation of two signs at the entrances to the community to read as follows, or other suitable approved verbiage.

**POSTED  
FAIRFAX COUNTY ANIMAL CONTROL  
ORDINANCES ENFORCED ON THIS PROPERTY**

This resolution approved by a majority vote of the Board of Directors in attendance at their monthly Board of Directors meeting held on October 18, 2000 at which a quorum was present.

Motion made by: Jean Schaper

Seconded by: Betsy Gleason

	<u>YES</u>	<u>NO</u>	<u>VOTE ABSTAIN</u>	<u>ABSENT</u>
<u>J Schaper</u> President	✓	—	—	—
<u>Alan M. Brady</u> Vice President	✓	—	—	—
<u>Betsy Gleason</u> Secretary	✓	—	—	—
Treasurer	—	—	—	✓
<u>VACANT</u>	—	—	—	—
Member at Large	—	—	—	—



**GREENFIELD HOMEOWNERS' ASSOCIATION  
REGULATORY RESOLUTION NO. 03-02**

NOVEMBER 19, 2003

**Regulatory Resolution: Rules and Procedures for the Collection Household Trash**

Whereas, Article VI, Section 2 of the Bylaws assigns the Board Of Directors "all of the powers and duties necessary for the administration of the affairs of the Homeowners' Association" and further states the Board "may do all such acts and things as are not prohibited by the Property Owners' Act or by these Bylaws required to be exercised and done by the Homeowners' Association" and the "Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Association"; and,

Whereas, Article XI, Section 2, Rules and Regulations, of the Bylaws states "Each unit and the common Elements shall be occupied and used in compliance with the rules and regulations which may be promulgated and amended by the Board of Directors", and;

Whereas, the Board of Directors desires to establish a standard within the community that will enhance property values; provide for visual harmony, sanitary conditions and promote the general welfare of the owners, members of the owners' families and such owners' guests, employees, customers tenants, agent and invitees; and,

Whereas, the Board of Directors deems it necessary to establish guidelines and procedures for Homeowners, Board of Directors, and the Management Agent to facilitate trash collection.

**Now Therefore, Be It Resolved** that the following be adopted:

The following procedures and rules are established for the collection of trash and recycled items.

**I: Normal Household Trash:**

The residents of the community are responsible for the delivery of normal household trash to the designated pickup points during the designated time frame and scheduled days of pickup. Trash must be packed in securely sealed, heavy duty trash bags.

a) Normal household trash will be picked up trash pickup sites. Each individual site is on a walkway immediately in front of the house of the person placing out the trash. All trash should be bundled and securely fastened. Bags and bundles must not exceed 50 pounds gross weight or a 30-gallon capacity. Bags should be packed loosely to prevent bursting while being handled.

b) The current schedule for pickup of normal household trash is between 7:00 a.m. and 10:00 p.m. on Tuesday and Friday of each week with the exception of

Thanksgiving, Christmas and New Years Day. Service will resume on the following day. Trash may not be placed out before the hour of sunset on the day prior to the scheduled pickup day.

c) Items prohibited from being included with the normal trash are; hazardous waste, such as chemicals and toxic waste, paint and petroleum products; appliances, any container or item in excess of 50 pounds or too bulky to be handled by one person; explosives, live ammunition or firearm weapons, and remodeling or construction debris.

d) Owners may call AAA Recycling and Trash Removal Service at 703-818-8222 for additional pickup services. They will collect furniture and other large, non-metal household items placed at the pickup point at no extra charge. Ferrous metal/white good items, such as appliances, will be picked up with additional billing to the individual homeowner. Prior notice is requested when large items are to be disposed. Payments must be made to AAA either before or on the day of pickup.

## **II: Recycled Items:**

a) Recycled items are as follows: aluminum and metal food or beverage cans, glass bottles and jars (rinsed clean with the caps removed – labels and neck rings are permitted), plastic and newspapers. These items must be separated from the newspapers and placed the containers and placed in the trash pickup place in front of the owner's house.

b) Recycled items are picked up once each week on Tuesdays, between the hours of 7:00 a.m. and 10:00 p.m. with the exception of Thanksgiving, Christmas and New Year's Day.

## **III: Remodeling and Construction Debris:**

a) Remodeling or construction debris must removed from the property within 72 hours after it is first generated. Any remodeling or construction debris remaining outside of a house and visible to the GHA Community after this time limit will be in violation of this resolution.

b) Debris found to be in violation of this resolution may be removed from the property by the Association and the actual expense be assessed the owner as an additional charge.

c) Owners are encouraged to ensure that contracts with tradesmen performing construction or remodeling projects have in the specifications of the contract that all debris will be removed on the same day it is generated.

d) AAA Trash Service is not obligated to remove this debris.

## **IV: Trash and Recycle Bin Maintenance:**

a) All trash cans, receptacles and recycle bins must be identified with their unit number and removed from the pickup site by the hour of sunset on the scheduled pickup day. Those receptacles remaining exposed, after this designated time, to the view of the association may be removed by the association and disposed of.

b) Trash cans and recycle bins may not be used as an owner's trash collection point outside of the house and exposed to the view of the association.




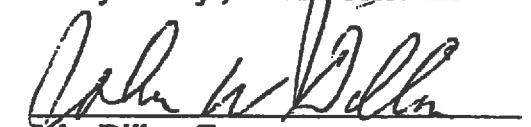
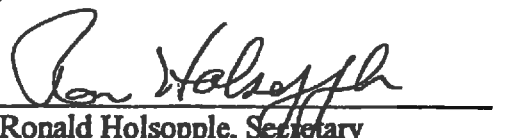
**Now Therefore Be It Further Resolved That:**

- a) An owner may be assessed additional charges if they, any visitor, tenant or member of their family is found to be in violation of these rules. These additional assessment amounts are set out in the Association's Resolution, titled "Rule Violations: Complaint and Due Process Procedures" which are in accordance with the Commonwealth of Virginia's Property Owners' Association Act.
- b) By this resolution, all non-resident owners are required to provide a copy of this resolution to the tenants or occupants of their GHA unit.
- c) This resolution is effective immediately upon adoption.
- d) This resolution supersedes and replaces Regulatory Resolution 98-1 titled, "Rules and Procedures for the Collection of Household Trash".

Motion by: HOLSOPPLE Seconded by: BERDEJA

This resolution was approved by a majority vote of the BOD in attendance at the Monthly

BOD Meeting held on NOV 19, 2002 at which a quorum was present.

	VOTE			
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
 Stephen Sutton, President	X	_____	_____	_____
 Betsy Gleason, 1 <sup>st</sup> Vice President	X	_____	_____	_____
 Henry Berdeja, 2d Vice President	V	_____	_____	_____
 John Dillon, Treasurer	X	_____	_____	_____
 Ronald Holsopple, Secretary	X	_____	_____	_____

**GREENFIELD HOMEOWNERS' ASSOCIATION  
BURKE, VIRGINIA**

**AMENDMENT OF**

**REGULATORY RESOLUTION 03-02**

**Rules and Procedures for the Collection of Household Trash**

**Whereas**, Article VI, Section 2 of the Bylaws assigns the Board of Directors (hereinafter the "BOD") "all of the powers and duties necessary for the administration of the affairs of the Homeowners' Association" (GHA), and;

**Whereas**, The BOD hereby amends this Regulatory Resolution in order to improve the appearance of the Association and provide additional enforcement procedures to assist this improvement effort.

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the following be adopted;

**SECTION I: Normal Household Trash** is amended to add paragraph e), f) and g) and reads;

- e) The GHA will remove trash, household goods or furnishings that are placed out in violation of the pickup hours scheduled in I: b) above. The Association shall attempt to contact the property owner and offer them the opportunity to remove the trash. If the trash remains and is visible to the GHA Community four (4) hours after it is noticed, the Association shall have it removed and the actual expense will be assessed the property owner as an additional charge.
- f) Items placed out for pickup and are in violation of paragraph c) above and remain after normal trash pickup is accomplished shall be removed from the property by the GHA and the actual expense will be assessed the property owner as an additional charge.
- g) The GHA will make a reasonable attempt to contact the owner regarding the violations but is under no obligation to delay the removal unsightly trash until the owner has it removed.

**SECTION III: Remodeling and Construction Debris:** is amended to read;

- a) Remodeling and construction debris must be removed from the property and the view of the GHA within six (6) hours after it is generated. If it is not removed within six (6) hours, the offending owner will be assessed the actual removal expense or additional assessments under the provision of the GHA Regulatory Resolution; "Complaint and Due Process Procedures". The GHA will make a reasonable attempt to contact the owner regarding the violations but is under no obligation to delay the removal of unsightly trash until the owner has it removed.

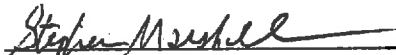
Rules and Procedures for the Collection of Household Trash


**EXCEPT AS AMENDED HEREIN**, all provisions of the Policy Resolution 03-02 shall remain in full force and effect.

**NOW THEREFORE, BE IT FURTHER RESOLVED THAT** the following be adopted;


A copy of this amendment will be provided to the current and any subsequent Attorneys or Management Agents which is or will represent the Association now or in the future.

This Bylaw Amendment is authenticated by the Association's BOD on January 25, 2007.

  
Stephen Marshall, President

  
Betsy Gleason, Treasurer

  
Ronald Holsopple, Secretary

  
Benita Weaver, Director

\_\_\_\_\_  
Henry Berdeja, Director

**GREENFIELD HOMEOWNERS' ASSOCIATION  
REGULATORY RESOLUTION NO. 06-01**

JANUARY 26 2006

**Rule Violations: Complaint and Due Process Procedures**

Whereas, Article VI, Section 2 of the Bylaws assigns the Board of Directors (hereinafter the "BOD") "all of the powers and duties necessary for the administration of the affairs of the Homeowners' Association" (hereinafter the "Association") and further states the BOD "may do all such acts and things as are not prohibited by the Property Owners' Association Act or by these Bylaws required to be exercised and done by the Association" and the BOD shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Association; and,

Whereas, Section 55-515 (A) of the Property Owners' Act (hereinafter the "Act") states ... "every lot owner, and all entitled to occupy a lot shall comply with all lawful provisions of this chapter and all provisions of the declaration" .... and Article XI Section 2. Rules and Regulations, of the Bylaws states "Each Unit and Common Elements shall be occupied and used in compliance with the rules and regulations which may be promulgated and amended by the BOD"; and

Whereas, the BOD desires to establish a standard within the community that will enhance the property values; provide visual harmony, sanitary conditions and, promote general welfare of the owner, members of the owners' families and such owners, guests, employees, tenants, agents and invitees; and,

Whereas, Section 55-513 (B) (ii) of the Act provide the Association through its BOD with the power to assess charges against unit owners for violations of the Association Instruments and the rules and regulations, for which the unit owner or his family, members, tenants, guests or other invitees are responsible; and,

Whereas, the BOD has determined that it is in the best interest of the Association to have the option of imposing monetary additional assessments to address violations of the Association's Instruments.

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the BOD by the Act, the Association Instruments and this resolution are hereby empowered to assess monetary assessments pursuant to section 55-513 (B) of the Act and are hereby empowered to assess such additional assessments for any violation of the Association Instruments or rules.

The BOD or a committee created by the BOD for this purpose shall constitute a tribunal having the power to assess monetary assessments of an owner or his family members, tenants, guests or other invitees where the same are found by the tribunal to be responsible for any violation of the Association Instruments.

No such monetary assessments shall be imposed until the Owner(s) charged with such a violation has been given (i) notice of the nature of the alleged violation and the provision allegedly violated, and (ii) and opportunity to appear before the tribunal, for the purpose of speaking and asking and answering questions relating to the charge. Notice of the hearing, including the charges or other sanctions that may be imposed, shall be hand-delivered or sent certified mail, return receipt requested, to the address of the owners on the books of the Association, at least fourteen (14) days in advance of the hearing.

The hearing shall be scheduled at a reasonable and convenient time and place within the BOD's discretion.

Any person appearing before the tribunal shall have the right to be represented by counsel. The tribunal may deliberate privately, but shall either announce its decision in the presence of the owner or give the owner written notice of the decision. A decision adverse to the owner shall require a majority vote of the tribunal. Where the tribunal is not the BOD, the tribunal's decision shall be in the form of a recommendation to the BOD.

The amount of any charges so assessed shall not be limited to the expense or damage to the Association caused by the violation, but shall not exceed fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding ninety (90) days.

Pursuant to Section 55-516 of the Act, any charges assessed for violation of the Association's Instruments after notice and hearing shall be in amounts authorized by the Act and shall be treated as an assessment against such Owner's unit for the purpose of Section 55-516 of the Act regarding liens. Such amounts also shall be the personal obligation of the owner.

**NOW THEREFORE, BE IT FURTHER RESOLVED THAT** the following be adopted;

A copy of this resolution will be provided to the current and any subsequent Attorneys or Management Agents that is or will represent the Association now or in the future.

This resolution replaces a same named resolution 05-01 dated November 17, 2004.

The effective date of this resolution is January 26, 2006 and will expire on an affirmative vote by a majority of BOD members at a duly constituted meeting

Motion by: Stephen Marshall Seconded by: Benita Weaver

This resolution was approved by a majority vote of the BOD in attendance at the Monthly BOD Meeting held on 26 Jan 2006 at, which a quorum was present.

	VOTE			
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
<u>Betsy Gleason</u> Betsy Gleason, President	X	---	---	---
_____ Henry Berdeja 1 <sup>st</sup> Vice President	---	---	---	X
<u>Benita Weaver</u> Benita Weaver, 2 <sup>d</sup> Vice President	X	---	---	---
<u>Stephen Marshall</u> Stephen Marshall, Treasurer	X	---	---	---
<u>Ronald Holsopple</u> Ronald Holsopple, Secretary	X	---	---	---



**GREENFIELD HOMEOWNERS' ASSOCIATION  
REGULATORY RESOLUTION NO. 05-02**

May 14, 2005

**Regulatory Resolution: Revocation of Assigned Parking Spaces for the Nonpayment of Association Fees.**

**Whereas, Article VI, Section 2 of the By Laws assigns the Board of Directors (hereinafter the "BOD") "all of the powers and duties necessary for the administration of the affairs of the Homeowners' Association" (hereinafter the "Association") and further states the BOD "may do all such acts and things as are not prohibited by the Property Owners' Association Act or by these By Laws required to be exercised and done by the Association" and the BOD shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Association; and,**

**Whereas, Section 55-513 (B) of the Commonwealth of Virginia's Property Owners' Association Act (hereinafter the "Act") authorizes the BOD to suspend a members right to use facilities, provided directly through the association for nonpayment of assessments which are more than sixty (60) days past due; and,**

**Whereas, Article IV, Section 9 of the Association's Declaration of Covenants, Conditions and Restrictions, authorizes the BOD to revoke the assigned reserved parking space for any lot owner who is delinquent in paying association fees in an amount equal to or greater than two (2) months fees; and,**

**Whereas, the BOD has determined that it is in the best interest of the Association to have the option to revoke the assigned reserved parking space of any lot owner who is delinquent in an amount equal to or greater than three (3) months association fees.**

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the BOD by the Association Instruments, this resolution and pursuant to section 55-513 (B) of the Act are hereby empowered to revoke the assigned reserved parking space of any lot owner who is delinquent in paying the amount equal to or greater than three (3) months association fees.**

**No such revocation of assigned parking shall be imposed until the lot owner charged with being delinquent in an amount equal to or greater than three (3) months Association fees has an opportunity to be heard before the BOD for a reasonable amount of time to present any and all reasons relating to the accused delinquency.**

**Notice of the hearing, as described herein, shall be hand-delivered or sent certified mail, return receipt requested, to the address of the lot owner(s) on the books of the Association, at least fourteen (14) days in advance of the hearing. Notice of the hearing shall:**

- a) Notify the lot owner of the Association's intent to revoke the assigned reserve parking space because of the delinquency amount owed the Association,
- b) Include notification to the lot owner of the delinquent amount and present a history ledger of charges and payments explaining how the delinquent amount was determined,
- c) An invitation to the lot owner to be heard before the BOD at a hearing no sooner than fourteen (14) days from the posted date of the letter,
- d) Inform the lot owner he/she may choose to be represented by counsel and may present reasons the parking space should not be revoked,
- e) Inform the lot owner that all expenses associated with changing parking space designations to visitor or reserved shall be the lot owner's obligation and considered an additional assessment.

The hearing shall be scheduled at a reasonable and convenient time and place within the BOD's discretion. If the lot owner does not attend the hearing, the BOD shall deem the lot owner to have waived the right to the hearing, and the BOD shall have the authority to immediately revoke the assigned reserved parking space.

Any lot owner appearing before the BOD shall have the right to be represented by counsel. The BOD may deliberate privately, but shall either announce its decision in the presence of the owner or give the lot owner written notice, hand delivered or by certified mail, return receipt requested. A decision adverse to the lot owner shall require a majority vote of the BOD.

When the BOD decides to revoke a reserve assigned parking space it will contract with a licensed and insured reputable contractor to eliminate the "RESERVED" space designation and designate it as a "VISITOR" space open to all authorized residents or visitors to the community.

Once payment in full of any/all delinquent amounts and the amounts incurred subsequent to the beginning of the revocation proceedings have been received by the Association, the BOD will redesign the space as a reserved space within fourteen days of said payment.

All expenses related to revocation of an assigned parking space shall be the obligation of the lot owner whose space was revoked. Said expenses shall be treated as an additional assessment against such lot owner's unit for the purpose of Section 55-516 of the Act regarding liens. Such amounts also shall be the personal obligation of the lot owner.

All other remedies available to the Association against a lot owner for nonpayment of any assessment are specifically reserved to the Association and not waived.

**NOW THEREFORE, BE IT FURTHER RESOLVED THAT** the following be adopted;

A copy of this resolution will be provided to the current and any subsequent Attorneys or Management Agents that is, or will, represent the Association now or in the future.

The effective date of this resolution is upon a majority vote of the BOD at a duly constituted meeting and will expire on a vote by a majority of BOD members at a duly constituted meeting

Motion by: John Dillon Seconded by: Betsy Gleason

This resolution was approved by a majority vote of the BOD in attendance at the Monthly BOD Meeting held on MAY 14, 2005 at, which a quorum was present.

	VOTE			
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
<u>Stefan Sutton, President</u>	→	—	—	—
<u>Betsy Gleason, 1<sup>st</sup> Vice President</u>	X	—	—	—
<u>Henry Berdeja, 2d Vice President</u>	—	—	—	X
<u>John Dillon, Treasurer</u>	X	—	—	—
<u>Ronald Holsopple, Secretary</u>	X	—	—	—

**GREENFIELD HOMEOWNERS' ASSOCIATION  
REGULATORY RESOLUTION NO. 05-03**

May 14, 2005

Regulatory Resolution: Rules and Procedures for the use of Trash Dumpsters and Moving Portable On Demand Storage (PODS) Containers.

**Whereas**, Article VI, Section 2 of the Bylaws assigns the Board Of Directors "all of the powers and duties necessary for the administration of the affairs of the Homeowners' Association" and further states the Board of Directors "may do all such acts and things as are not prohibited by the Property Owners' Act or by these By Laws required to be exercised and done by the Homeowners" Association" and the "Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Association"; and,

**Whereas**, Article XI, Section 2, Rules and Regulations, of the By Laws states "Each unit and the common elements shall be occupied and used in compliance with the rules and regulations which may be promulgated and amended by the Board of Directors", and;

**Whereas**, the Board of Directors desires to establish a standard within the community that will enhance property values; provide for visual harmony, sanitary conditions and promote the general welfare of the owners, members of the owners' families and such owners' guests, employees, customers tenants, agent and invitees; and,

**Whereas**, the Board of Directors deems it necessary to establish guidelines and procedures for Homeowners, Board of Directors, and the Management Agent to facilitate the use of trash dumpsters and moving pods.

**Now Therefore, Be It Resolved** that the following be adopted:

**I. Trash Dumpsters:**

The following procedures and rules are established for the use of trash dumpsters:

- a) A lot owner desiring to use a trash dumpster for the removal of construction or remodeling debris must submit a request on the approved Association form and receive approval from the Association's Manager or a Board of Director Member.
- b) The application must clearly state the installation and removal date.
- c) The dumpster may only be on the property for no more than seven (7) days.
- d) The dumpster may only be placed in the reserved parking space assigned to the requesting owner
- e) The dumpster must have a locking device.

- f) The requesting owner will be responsible to keep the immediate area of the dumpster free of discarded trash.
- g) Items prohibited from being disposed of in the dumpster includes hazardous waste, such as chemicals and toxic waste, paint and petroleum products, explosives and live ammunition.
- h) A dumpster found to be in violation of these rules may be removed by the Association at the expense of the lot owner.

**II Moving PODS:**

The following procedures and rules are established for the use of moving pods:

- a) Any lot owner desiring to use a moving PODS (Portable On Demand Storage), for the purpose of moving household goods, must submit a request on the approved Association form and receive approval on the same form from the Association's Manager or a Board of Director member.
- b) The application must clearly state the installation and removal date. PODS will be limited to four (4) days on the property.
- c) PODS may only be placed in the reserved parking space assigned to the requesting owner.
- d) PODS must have a locking device.
- e) The requesting owner will be responsible to keep the immediate area of the PODS free of discarded trash.

**Now Therefore Be It Further Resolved That:**

- a) An owner may be assessed additional charges if they or their tenants, guests, visitors or persons in the employ of the owner, are found to be in violation of this resolution. These additional assessment amounts are set out in the Association's Resolution, titled "Rule Violations: Complaint and Due Process Procedures" which are in accordance with the Commonwealth of Virginia's Property Owners' Association Act.
- b) By this resolution, all non-resident owners are required to provide a copy of this resolution to the tenants or occupants of their GHA unit.
- c) This resolution is effective immediately upon adoption.
- d) A copy of this resolution will be provided to the current and any subsequent Attorneys or Management Agents that is, or will, represent the GHA now or in the future.

Motion by: DILLON                      Seconded by: GLEASON

This resolution was approved by a majority vote of the BOD in attendance at the Monthly BOD Meeting held on MAY 14, 2005 at, which a quorum was present.

	<u>YES</u>	<u>NO</u>	<u>VOTE ABSTAIN</u>	<u>ABSENT</u>
<u>Stephen Sutton</u> Stephen Sutton, President	_____	_____	_____	_____
<u>Betsy Gleason</u> Betsy Gleason, 1 <sup>st</sup> Vice President	<u>X</u>	_____	_____	_____
_____ Henry Berdeja, 2d Vice President	_____	_____	_____	<u>X</u>
<u>John Dillon</u> John Dillon, Treasurer	<u>X</u>	_____	_____	_____
<u>Ronald Holsopple</u> Ronald Holsopple, Secretary	<u>X</u>	_____	_____	_____

**GREENFIELD HOMEOWNERS' ASSOCIATION  
REGULATORY RESOLUTION NO. 06-02**

May 10, 2006

Regulatory Resolution: Architectural Control Procedures.

**Whereas**, Article VI, Section 2 of the Bylaws assigns the Board of Directors (hereinafter the "BOD") "all of the powers and duties necessary for the administration of the affairs of the Homeowners' Association" (hereinafter the "Association") and further states the BOD "may do all such acts and things as are not prohibited by the Property Owners' Association Act or by these Bylaws required to be exercised and done by the Association" and the BOD shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Association; and,

**Whereas**, Section 55-515 (A) of the Property Owners' Act (hereinafter the "Act") states ... "every lot owner, and all entitled to occupy a lot shall comply with all lawful provisions of this chapter and all provisions of the declaration".... and Article XI Section 2. Rules and Regulations, of the Bylaws states "Each Unit and Common Elements shall be occupied and used in compliance with the rules and regulations which may be promulgated and amended by the BOD"; and

**Whereas**, Article V of the Association's Declaration of Covenants, Conditions and Restrictions describes that no exterior changes to the property or dwelling may be made without the approval of the Association's BOD; and,

**Whereas**, the BOD desires to establish a standard within the community that will enhance the property values; provide visual harmony, sanitary conditions and, promote general welfare of the owner, members of the owners' families and such owners, guests, employees, tenants, agents and invitees; and,

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the BOD by the Association Instruments and this resolution are hereby empowered to enforce the provisions of the Association Instruments regarding the exterior appearance of units within the Association.

All owners requesting to make exterior changes to their units must submit a written request along with plans and specifications showing the nature of the proposed change to the BOD for approval. A copy of the "Request for Approval by the Architectural Control and Maintenance Committee (ACMC)" is an attachment to this resolution and subject to change from time to time.

The provisions of Article V of the Association's Declaration of Covenants, Conditions and Restrictions shall guide the BOD in granting approval or disapproval of the request.

In the event the BOD, or its designated committee, fails to act on the request within thirty (30) days after the plans have been submitted, approval will not be required and this resolution will be deemed to have been fully complied with.

In the event an owner makes exterior architectural changes to their unit or property without the approval of the BOD, that owner may then be subject to sanctions in the form of additional assessments and the possible loss of their assigned reserved parking space.

**NOW THEREFORE, BE IT FURTHER RESOLVED THAT** the following be adopted;

A copy of this resolution will be provided to the current and any subsequent Attorneys or Management Agents that is or will represent the Association now or in the future.

The effective date of this resolution is May 10, 2006 and will expire on an affirmative vote by a majority of BOD members at a duly constituted meeting

Motion by: HOLSOPPLE Seconded by: M ARSHAC

This resolution was approved by a majority vote of the BOD in attendance at the Monthly

BOD Meeting held on \_\_\_\_\_ at, which a quorum was present.

	VOTE			
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
<u>Betsy Gleason</u> Betsy Gleason, President	X	_____	_____	_____
_____ Henry Berdeja 1 <sup>st</sup> Vice President	_____	_____	_____	X
_____ Benita Weaver, 2d Vice President	_____	_____	_____	X
<u>Stephen Marshall</u> Stephen Marshall, Treasurer	X	_____	_____	_____
<u>Ronald Holsopple</u> Ronald Holsopple, Secretary	X	_____	_____	_____



**GREENFIELD HOMEOWNERS' ASSOCIATION**  
c/o **NORTHERN VIRGINIA MANAGEMENT**  
**4306 EVERGREEN LANE, Suite 101**  
**ANNANDALE, VA 22003**

telephone 703-941-9002  
fax 703-941-9005  
e-mail, [nvmnagement@erols.com](mailto:nvmnagement@erols.com)

**REQUEST FOR APPROVAL BY THE  
ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE  
(ACMC)**

**NOTICE: THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE  
ACMC PRIOR TO MAKING ANY CHANGES TO THE EXTERIOR OF ANY  
HOUSE OR PROPERTY IN THE COMMUNITY. (See Article V, Declaration of  
Covenants and Restriction)**

Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Lot number: \_\_\_\_\_

Date received by ACMC \_\_\_\_\_ Date of ACMC Consideration: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Approval with modifications \_\_\_\_\_

Specify:

ACMC Chairperson: \_\_\_\_\_

Follow-up inspection by: \_\_\_\_\_ Date: \_\_\_\_\_

REMARKS:

**PLEASE SUBMIT TO THE ACMC VIA THE MANAGEMENT AGENT AT THE ADDRESS  
FIRST NOTED ABOVE OR BY FAX TRANSMISSION**

**GREENFIELD HOMEOWNERS' ASSOCIATION  
REGULATORY RESOLUTION NO. 07-01**

September 25, 2007

Regulatory Resolution: Rules for the Administration of the Exterior Appearance of Properties.

**Whereas**, Article VI, Section 2 of the Bylaws assigns the Board Of Directors (BOD) "all of the powers and duties necessary for the administration of the affairs of the Homeowners' Association" and further states the Board "may do all such acts and things as are not prohibited by the Property Owners' Act or by these Bylaws required to be exercised and done by the Homeowners' Association and the "Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Association"; and,

**Whereas**, the Virginia Property Owners' Association Act, Section 55-515, Compliance with declaration, states in part ... A. Every lot owner, and all those entitled to occupy a lot shall comply with all lawful provisions of this chapter and all provisions of the declaration... and;

**Whereas**, the BOD desires to establish a standard within the community that will enhance property values; provide for visual harmony, sanitary conditions and promote the general welfare of the owners, members of the owners' families and such owners' guests, employees, customers tenants, agent and invitees; and,

**Whereas**, the BOD deems it necessary to establish guidelines and procedures for Homeowners, Board of Directors, and the Management Agent to facilitate and improve the exterior appearance of individual properties.

**Now Therefore, Be It Resolved** that the following be adopted:

**I: House exterior condition:**

- a) **Painting:** Only pre-approved paint colors are authorized for the exterior of a house
- b) The paint must completely cover the siding panels and trim boards. Faded or bare wood will be evidence the property is in violation of this resolution
- c) **Wooden siding and trim boards:** All siding and trim boards must be void of rot, deterioration or evidence of damage
- d) **Vinyl siding:** Installation of vinyl siding must have the prior approval of the BOD. Most earth tone colors are acceptable with the BOD's approval. All trim boards must be a different shade of the siding's color. Siding seams must be vertical.
- e) **Windows:**

**GREENFIELD HOMEOWNERS' ASSOCIATION**

**C/O TRI-STATE MANAGEMENT**

**4105 RUST ROAD**

**FAIRFAX, VA 22030**

telephone 571-432-5770

fax 571-432-5789

e-mail ssaunderson@tri-statemgmt.com

September 28, 2007

Dear Greenfield Homeowner or Resident,

Enclosed is a copy of the recently adopted Greenfield Homeowners' Association's (GHA) Regulatory Resolution 07-01 titled "Rules for the Administration of the Exterior Appearance of Properties". The purpose of the resolution is to increase GHA property values.

The idea and motivation for this resolution was caused by an owner who had his property assessed for a home equity loan and the inspector devalued the property \$2,000 because the next door neighbor's house had a broken window. This affects what is known in the real estate industry as "negative curb appeal".

GHA properties are in competition for property values with other Northern Virginia town house community associations. The GHA has been referred to as the ghetto of Burke. With our current negative curb appeal, properties in other associations are valued higher and will sell sooner than ours.

This resolution describes in clearer detail the standards of the GHA property appearance and provides that owners who do not meet these standards could be subject to additional assessments for violations of the resolution.

The GHA Board of Directors appreciates all of the support for the adoption and implementation of this significant resolution. Please file it with your other documents pertaining to the administration of GHA affairs.

Sincerely,

Greenfield Homeowners' Association  
Board of Directors

- 1) All windows must have complete panes of glass (no broken windows).
- 2) All windows must be functional.
- 3) Bedding is not permitted as curtains. Blinds and curtains visible to the outside must be whole and present a neat appearance and be without damage
- 4) All installed screens must be whole and not torn
- f) Doors: All doors must be operational with door closures that hold the door closed. Doors that swing open and remain open unassisted are in violation of this resolution
  - 1) Door screens and glass must be whole, not broken or torn, be operational and without damage
  - 2) Door paint color and design changes must be pre-approved by the BOD
  - 3) Sliding patio doors and screens must be operational and without visible damage
- g) Roofs and gutters:
  - 1) All roofs must be maintained in a fashion that will protect the interior of the house and present an appealing appearance to the remainder of the GHA community. Roof shingle colors must be uniform color and design within one property
  - 2) Firewall caps must be maintained in a color that is equal to Olympic stain, Oxford Brown. If the side of the fire wall is vinyl siding then it must be the same color as the remainder of the house siding. If the side wall of the fire wall is the original wood color, it must be maintained in the original color of Oxford Brown
  - 3) All gutters and downspouts must be securely fastened to the building and not sag. The gutters must be free of debris that is visible to the community
  - 4) Downspout extensions must be the same color as the downspout and fastened to the downspout
- h) Holiday lights and decorations must be removed from the exterior of the house no later than twenty (20) days after the holiday.
- i) Window air conditioners are prohibited in ground floor windows on the front side of the house
- j) Each unit owner is responsible for removing snow and ice from the walkway immediately adjacent to their property. Snow and ice must be removed to the edge of the concrete
- k) Electric and video antenna cables must be fixed flush on a building surface

**II: Front lawns and stoops:**

- a) Grass on the front lawn must be cut and maintained at a height of less than five (5) inches. Grass longer than this height will be considered in violation of this resolution and must be cut to the authorized length within less than forty eight (48) hours after the citation has been delivered to the front door of the property. If the grass remains in violation after this time the GHA will have the grass cut

and charge the actual expense back to the property owner as an additional assessment

- b) Ornamental bushes must be trimmed in a neat fashion and not be permitted to extend onto a neighbors property or house. Grass and flower edging or ornamental fences must be solidly emplaced and erect as they were designed to be emplaced. Ivy plants or ornamental shrubbery must be trimmed back to the edge of the walkway
- c) Toys, bicycles, scooters, balls etc. may not be on display on the front lawn when unattended.
- d) Front stoops must be maintained neat and orderly. Trash and recycle bins are prohibited from being on the front stoop. Only furniture designed for outdoor use may be on display or used on the front stoop
- e) Garden hoses affixed to the front water faucet and visible to the community must be neatly coiled, on a reel or inside a hose dispenser container
- f) Appliances or any cooking device are not permitted to be visible or used on the front side of the house
- g) Rotted landscape timbers are considered a violation of this resolution
- h) Real estate "FOR SALE" must not extend over a walkway

**III: Rear, side yards and fences:**

- a) Patio fences must be maintained in a solid and pleasing appearance by
  - 1) All fence boards, posts and gates must be structurally sound and free of rotted wood
  - 2) Fence posts and boards must be vertical and not lean more than 1.5 inches from the vertical over the height of the boards or posts
  - 3) Gates must be structurally sound and operate without force. Gate locking devices must be on the inside of the gate
  - 4) Support braces on the outside of the fence are prohibited
  - 5) Fence and gate colors must be stained a color equal to Olympic stain "Oxford Brown" or remain unpainted or unstained (plain wood).  
Whichever option used, it must be a uniform option for a complete fence and gate exterior of an individual property. Fences and gates not currently meeting this standard must do so by no later than December 31, 2008
- b) Rear yards must be maintained in a neat manner.
  - 1) Grass and ornamental bushes must be maintained in a neat fashion in both the side and rear yards. Grass must be cut and maintained at a length of five (5) inches or less. Grass longer than this length will be considered in violation of this resolution and must be cut to the authorized length within less than forty eight (48) hours after the citation has been delivered to the front door of the property. If the grass remains in violation after this time the GHA will have the grass cut and charge the actual amount back to the property owner as an additional assessment

- 2) Construction materials, tools, or equipment are prohibited stored in the back yard if it is in view of any other portion of the GHA. Motor vehicles and vehicle trailers are prohibited from being parked in the rear yard
  - 3) Storage or using any type of appliance is prohibited in the backyard if it is visible to any other portion of the community
  - 4) Ornamental bushes must be trimmed in a neat fashion and not be permitted to extend onto a neighbors property or house. Ornamental plantings beyond the rear fence may not be further than one (1) foot from the fence and maintained. It is understood these plantings are on common ground and may be removed by the GHA without notice
  - 5) If there is no fence at the rear of the property, the rear yard and patio must be maintained to the same appearance standards as the front yard and stoop
  - 6) Placing remodeling/construction debris or trash outside the fence is prohibited. These materials will be, without notice, immediately removed from the property and the actual removal expense be charged to the property owner
- c) Sun decks may not be used to store construction materials, tools, equipment, appliances or any sort of trash if it is in view of any portion of the community
  - d) Rotted landscape timbers are considered a violation of this resolution
  - e) Sump pump, downspout extensions and condensate drain lines are not permitted to drain onto open community property. Offending drains must be relocated to an area satisfactory to the GHA and at the expense of the homeowner

**IV: Enforcement:**

- a) Time limits requested of a property owner to make corrections of violations of this resolution is at the sole discretion of the BOD or it's agents. Appeals to violation citations will only be heard during the monthly GHA BOD meetings. Emergency requests for extensions to the complete by dates may be made to the Management Agent
- b) Violation notices delivered to the front door of the property are considered "good service" and will cause the property owner to be responsible for the violation
- c) An owner may be assessed additional charges if they, any visitor, tenant or member of their family is found to be in violation of these rules. These additional assessment amounts are set out in the Association's Resolution, titled "Rule Violations: Complaint and Due Process Procedures" which are in accordance with the Commonwealth of Virginia's Property Owners' Association Act.

**Now Therefore Be It Further Resolved That:**

- a) By this resolution, all non-resident owners are required to provide a copy of this resolution to the tenants or occupants of their GHA unit
- b) This resolution is effective immediately upon adoption.

Motion by: HOLSOPPLE Seconded by: MARSHALL

This resolution was approved by a majority vote of the BOD in attendance at the Monthly

BOD Meeting held on 9/25/07 at which a quorum was present.

	VOTE			
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
<u>Stephen Marshall</u> Stephen Marshall, President	✓	_____	_____	_____
<u>Henry Berdeja</u> Henry Berdeja, 1 <sup>st</sup> Vice President	✓	_____	_____	_____
<u>Benita Weaver</u> Benita Weaver, 2d Vice President	_____	✓	_____	_____
<u>Betsy Gleason</u> Betsy Gleason, Treasurer	_____	✓	_____	_____
<u>Ronald Holsopple</u> Ronald Holsopple, Secretary	X	_____	_____	_____

# ATTENTION

## GREENFIELD HOMEOWNERS' ASSOCIATION RESIDENTS

THE GREENFIELD HOMEOWNERS' ASSOCIATION'S (GHA) BOARD OF DIRECTORS (BOD) AND SOME RESIDENTS ARE CONCERNED ABOUT OTHER RESIDENTS WHO DEGRADE THE APPEARANCE OF THE COMMUNITY BY PLACING THEIR TRASH OUT AT INAPPROPRIATE TIMES AND NOT RETRIEVING THEIR TRASH RECEPTACLE CONTAINERS FROM THE COMMON GROUNDS OR STORING THEM IN FRONT OF THEIR HOUSES.

THE GHA REGULATORY RESOLUTION 03-02, SECTION I, PARAGRAPH b) STATES IN PART ...TRASH MAY NOT BE PLACED OUT BEFORE THE HOUR OF SUNSET ON THE DAY PRIOR TO THE SCHEDULED PICKUP DAY....

SECTION IV, PARAGRAPH a) OF THE SAME RESOLUTION STATES IN PART...TRASH CANS AND RECYCLE BINS MUST BE IDENTIFIED WITH THEIR UNIT NUMBER AND REMOVED FROM THE PICKUP SITE BY THE HOUR OF SUNSET ON THE SCHEDULED PICKUP DAY. THOSE RECEPTACLES REMAINING EXPOSED, AFTER THIS DESIGNATED TIME, TO THE VIEW OF THE ASSOCIATION MAY BE REMOVED BY THE ASSOCIATION AND DISPOSED OF....

SECTION IV, PARAGRAPH b) STATES IN PART...TRASH AND RECYCLE BINS MAY NOT BE USED AS AN OWNER'S TRASH COLLECTION POINT OUTSIDE OF THE HOUSE AND EXPOSED TO THE VIEW OF THE ASSOCIATION....

FURTHER, THE RESOLUTION PROVIDES FOR THE IMPOSITION OF ADDITIONAL MONETARY CHARGES IF ANY OCCUPANT OF A GHA PROPERTY VIOLATES THESE RULES.

YOUR BOD AND CONCERNED NEIGHBORS APPRECIATE YOUR ATTENTION AND COOPERATION IN COMPLYING WITH THESE TRASH COLLECTION RULES WHICH WERE ADOPTED TO IMPROVE OUR PROPERTY APPEARANCE AND VALUES.

AGAIN, THANK YOU.



## ATENCION

### RESIDENTES DE LA ASOCIACION DE PROPIETARIOS DE GREENFIELD

EL DIRECTORIO DE LA ASOCIACION DE PROPIETARIOS DE GREENFIELD

(APG) Y VARIOS RESIDENTES ESTAN PREOCUPADOS POR LOS RESIDUOS DE BASURA QUE DEGRADAN LA BUENA APARIENCIA DE LA COMUNIDAD, AL SACAR SU BASURA EN HORARIOS NO APROPIADOS, AL NO REMOVER SUS BASUREROS DE LA PROPIEDAD COMUN Y GUARDARLOS EN FRENTE DE SUS VIVIENDAS.

LA REGULACION DE (APG) .RESOLUCION 03-02 SECCION I DEL PARRAFO ,B AFIRMA EN PARTES ....QUE NO SE DEBERA SACAR LA BASURA HASTA LA NOCHE ANTES DEL DIA ASIGNADO DE RECOJO DE LA MISMA (BASURA).

Y SECCION IV PARRAFO , A DE LA MISMA RESOLUCION AFIRMA EN PARTE QUE ....BASUREROS Y RESIPIENTES DE RECYCLAJE DEBERAN SER IDENTIFICADOS CON EL NUMERO DE LA UNIDAD Y REMOVIDOS DEL LUGAR INDICADO Y GUARDADOS ANTES DEL ANOCHECER DEL DIA DE RECOJO ASIGNADO. RECIPIENTES ENCONTRADOS DESPUES DE ESTOS HORARIOS A LA VISTA DE LA COMUNIDAD SERAN REMOVIDOS Y DISPUESTOS POR LA ASOCIACION .

SECCION IV PARRAFO B. AFIRMA EN PARTE....QUE LOS RECIPIENTES DE BASURA Y RECYCLAJE NO PODRAN SER USADOS COMO BASUREROS PERMANENTES Y SER EXPUESTOS AL FRENTE DE LAS UNIDADES Y AL VISTA DE LA COMUNIDAD Y ASOCIACION....

POR LO TANTO, ESTA RESOLUCION PERMITE IMPONER MULTAS Y CARGOS ADICIONALES SI UN OCUPANTE DE ALGUNA PROPIEDAD DE (APG) ROMPE ESTAS REGLAS . EL DIRECTORIO Y LOS VECINOS PREOCUPADOS LES AGRADECEN SU ATENCION Y COOPERACION EN CUMPLIR ESTAS REGULACIONES , PARA MEJORAR LA APARIENCIA DE NU ESTRA VECINIDAD Y CONCERVAR EL VALOR DE NUESTRAS UNIDADES.

NUEVAMENTE MUY AGRADECIDOS.

**GREENFIELD HOMEOWNERS' ASSOCIATION  
REGULATORY RESOLUTION NO. 98-2**

August 1, 1998

**Regulatory Resolution: Rules and Procedures for the Collection of  
Delinquent Assessments**

Whereas, Article VI, Section 1 of the Bylaws assigns the Board of Directors "all of the powers and duties necessary for the administration of the affairs of the Unit Owners' Association" and further states the Board "may do all such acts and things as are not prohibited by the Condominium Act or by law or by these Bylaws directed to exercised and done by the members"; and

Whereas, Article IV, Section 6, of the Declaration of Covenants, Conditions and Restrictions states "any assessment not paid within thirty days of the due date shall accrue interest at a rate of 8% per annum; and that "the Association may bring action at law against the owner personally obligated to pay the same"; and

Whereas, the Board of Directors deems it necessary to establish guidelines and procedures for homeowners, Board of Directors, the Management Agent and the Association Attorneys for the collection of assessments and fees not paid by the due date of that assessment or fee;

**Now Therefore, Be It Resolved that the following be adopted:**

All annual assessments in an amount approved by the Association in conjunction with the adoption of the Annual Budget, shall be paid in monthly installments due on the first day of the each calendar month. The due dates of special assessments shall be due as provided for by the Board of Directors from time to time.

On the first day of each month all assessments and fees are due and payable to the Association, through the Management Agent at such place designated by the Management Agent or the Association.

*Greenfield Homeowners Association  
Regulatory Resolution No. 98-2  
Rules and Procedures for the Collection of  
Delinquent Assessments*

On the sixteenth day of each month, all assessments which remain unpaid shall accrue a late fee assessment of ten dollars (\$10.00) which is due and payable immediately. ✓

On or about the sixteenth day of each month, the management agent shall send the homeowner a late notice imposing late fees and interest on the unpaid amounts.

On or about the tenth day of the second month, if the assessment remains unpaid, the account shall be referred to the Association's attorney. The attorney shall send the owner a notice indicating that a lien and lawsuit may be filed if full payment of assessments, late fees, legal fees and interest (collectively "fees") has not been received in ten days.

If the account remains delinquent after the first demand letter from the attorney, the balance of the annual assessment or special assessment will be deemed due in full and the attorney will initiate court action to seek judgment for payment of past due fees. With prior approval of the Board, the attorney may also institute action to foreclose the Association's lien(s) against the owner's lot. ✓

In addition or in lieu of seeking the assistance of legal counsel to collect fees, the Board may suspend an owner's rights to services and facilities, including parking, for any period where assessments remain over sixty (60) days in arrears.

**Now Therefore, Be It Further Resolved That the following be adopted:**

In the event, any check written for the payment of assessments or fees is returned by the bank as unpaid for any reason, a handling charge of \$25.00 shall be imposed on the responsible homeowner and shall be due and payable immediately.

In addition, any bank charges associated with a returned check is deemed the responsibility of the homeowner writing the check and reimbursement of said charges shall be due and payable immediately.

*Greenfield Homeowners Association  
Regulatory Resolution No. 98-2  
Rules and Procedures for the Collection of  
Delinquent Assessments*

If any check written for the payment of fees is returned by the bank unpaid and the grace period has passed, the payment is considered to have not been made and a late fee charge will be imposed on the responsible homeowner.

All expenses, including but not limited to legal fees and court costs, associated with the collection of delinquent fees shall be deemed the responsibility of the delinquent homeowner and shall be due and payable when incurred by the Association.

Interest shall be calculated and charged to the responsible homeowner on all unpaid assessments and fees at a rate of 8% per annum or three quarters (3/4) of one percent per month for any portion of a month the fee remains unpaid.

Payments received from an owner shall, unless otherwise expressly directed by the owner or the Board, be applied in the following order: interest, costs, legal fees, late fees and assessment principal.

The expense of providing a ledger history of charges and payments when demanded by an owner shall be \$15.00.

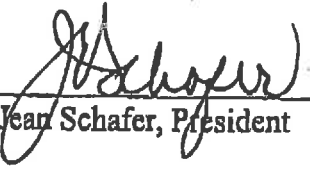


**Now Therefore, Be It Further Resolved That the following be adopted:**

A copy of this resolution be provided the current and any subsequent Attorneys or Management Agents representing the Association now or in the future. This resolution is intended as an outline of general policy and as information for the convenience of the members. This policy is not meant to require absolute and unconditional adherence by the Board of Directors to its terms and deviations from the policies set forth herein will not invalidate Board collection action or an owner's responsibilities for the underlying fees.

**Motion by: Jean Schafer and Seconded by: Kevin Brusnahan**

With resolution was approved by a majority vote of the Board of Directors in attendance at the Monthly Board of Directors' Meeting held on June 15, 1998 at which a quorum was present.

*Greenfield Homeowners Association  
Regulatory Resolution No. 98-2  
Rules and Procedures for the Collection of  
Delinquent Assessments*

	VOTE			
	Yes	No	Abstain	Absent
 Jean Schafer, President	✓	—	—	—
_____ Kevin Brusnahan, Vice President	✓	—	—	—
_____ Mathew Lopez, Vice President	—	—	✓	—
 Dianna Dillon, Secretary	✓	—	—	—
 Betsy Gleason, Treasurer	✓	—	—	—

**GREENFIELD HOMEOWNERS' ASSOCIATION  
REGULATORY RESOLUTION NO. 07-01**

September 25, 2007

Regulatory Resolution: Rules for the Administration of the Exterior Appearance of Properties.

**Whereas**, Article VI, Section 2 of the Bylaws assigns the Board Of Directors (BOD) "all of the powers and duties necessary for the administration of the affairs of the Homeowners' Association" and further states the Board "may do all such acts and things as are not prohibited by the Property Owners' Act or by these Bylaws required to be exercised and done by the Homeowners' Association and the "Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Association"; and,

**Whereas**, the Virginia Property Owners' Association Act, Section 55-515, Compliance with declaration, states in part ... A. Every lot owner, and all those entitled to occupy a lot shall comply with all lawful provisions of this chapter and all provisions of the declaration... and,

**Whereas**, the BOD desires to establish a standard within the community that will enhance property values; provide for visual harmony, sanitary conditions and promote the general welfare of the owners, members of the owners' families and such owners' guests, employees, customers tenants, agent and invitees; and,

**Whereas**, the BOD deems it necessary to establish guidelines and procedures for Homeowners, Board of Directors, and the Management Agent to facilitate and improve the exterior appearance of individual properties.

**Now Therefore, Be It Resolved** that the following be adopted:

**I: House exterior condition:**

- a) **Painting:** Only pre-approved paint colors are authorized for the exterior of a house
- b) The paint must completely cover the siding panels and trim boards. Faded or bare wood will be evidence the property is in violation of this resolution
- c) **Wooden siding and trim boards:** All siding and trim boards must be void of rot, deterioration or evidence of damage
- d) **Vinyl siding:** Installation of vinyl siding must have the prior approval of the BOD. Most earth tone colors are acceptable with the BOD's approval. All trim boards must be a different shade of the siding's color. Siding seams must be vertical.
- e) **Windows:**

- 1) All windows must have complete panes of glass (no broken windows).
  - 2) All windows must be functional.
  - 3) Bedding is not permitted as curtains. Blinds and curtains visible to the outside must be whole and present a neat appearance and be without damage
  - 4) All installed screens must be whole and not torn
- f) Doors: All doors must be operational with door closures that hold the door closed. Doors that swing open and remain open unassisted are in violation of this resolution
- 1) Door screens and glass must be whole, not broken or torn, be operational and without damage
  - 2) Door paint color and design changes must be pre-approved by the BOD
  - 3) Sliding patio doors and screens must be operational and without visible damage
- g) Roofs and gutters:
- 1) All roofs must be maintained in a fashion that will protect the interior of the house and present an appealing appearance to the remainder of the GHA community. Roof shingle colors must be uniform color and design within one property
  - 2) Firewall caps must be maintained in a color that is equal to Olympic stain, Oxford Brown. If the side of the fire wall is vinyl siding then it must be the same color as the remainder of the house siding. If the side wall of the fire wall is the original wood color, it must be maintained in the original color of Oxford Brown
  - 3) All gutters and downspouts must be securely fastened to the building and not sag. The gutters must be free of debris that is visible to the community
  - 4) Downspout extensions must be the same color as the downspout and fastened to the downspout
- h) Holiday lights and decorations must be removed from the exterior of the house no later than twenty (20) days after the holiday.
- i) Window air conditioners are prohibited in ground floor windows on the front side of the house
- j) Each unit owner is responsible for removing snow and ice from the walkway immediately adjacent to their property. Snow and ice must be removed to the edge of the concrete
- k) Electric and video antenna cables must be fixed flush on a building surface

**II: Front lawns and stoops:**

- a) Grass on the front lawn must be cut and maintained at a height of less than five (5) inches. Grass longer than this height will be considered in violation of this resolution and must be cut to the authorized length within less than forty eight (48) hours after the citation has been delivered to the front door of the property. If the grass remains in violation after this time the GHA will have the grass cut

and charge the actual expense back to the property owner as an additional assessment

- b) Ornamental bushes must be trimmed in a neat fashion and not be permitted to extend onto a neighbors property or house. Grass and flower edging or ornamental fences must be solidly emplaced and erect as they were designed to be emplaced. Ivy plants or ornamental shrubbery must be trimmed back to the edge of the walkway
- c) Toys, bicycles, scooters, balls etc. may not be on display on the front lawn when unattended.
- d) Front stoops must be maintained neat and orderly. Trash and recycle bins are prohibited from being on the front stoop. Only furniture designed for outdoor use may be on display or used on the front stoop
- e) Garden hoses affixed to the front water faucet and visible to the community must be neatly coiled, on a reel or inside a hose dispenser container
- f) Appliances or any cooking device are not permitted to be visible or used on the front side of the house
- g) Rotted landscape timbers are considered a violation of this resolution
- h) Real estate "FOR SALE" must not extend over a walkway

**III: Rear, side yards and fences:**

- a) Patio fences must be maintained in a solid and pleasing appearance by
  - 1) All fence boards, posts and gates must be structurally sound and free of rotted wood
  - 2) Fence posts and boards must be vertical and not lean more than 1.5 inches from the vertical over the height of the boards or posts
  - 3) Gates must be structurally sound and operate without force. Gate locking devices must be on the inside of the gate
  - 4) Support braces on the outside of the fence are prohibited
  - 5) Fence and gate colors must be stained a color equal to Olympic stain "Oxford Brown" or remain unpainted or unstained (plain wood).  
Whichever option used, it must be a uniform option for a complete fence and gate exterior of an individual property. Fences and gates not currently meeting this standard must do so by no later than December 31, 2008
- b) Rear yards must be maintained in a neat manner.
  - 1) Grass and ornamental bushes must be maintained in a neat fashion in both the side and rear yards. Grass must be cut and maintained at a length of five (5) inches or less. Grass longer than this length will be considered in violation of this resolution and must be cut to the authorized length within less than forty eight (48) hours after the citation has been delivered to the front door of the property. If the grass remains in violation after this time the GHA will have the grass cut and charge the actual amount back to the property owner as an additional assessment



- 2) Construction materials, tools, or equipment are prohibited stored in the back yard if it is in view of any other portion of the GHA. Motor vehicles and vehicle trailers are prohibited from being parked in the rear yard
  - 3) Storage or using any type of appliance is prohibited in the backyard if it is visible to any other portion of the community
  - 4) Ornamental bushes must be trimmed in a neat fashion and not be permitted to extend onto a neighbors property or house. Ornamental plantings beyond the rear fence may not be further than one (1) foot from the fence and maintained. It is understood these plantings are on common ground and may be removed by the GHA without notice
  - 5) If there is no fence at the rear of the property, the rear yard and patio must be maintained to the same appearance standards as the front yard and stoop
  - 6) Placing remodeling/construction debris or trash outside the fence is prohibited. These materials will be, without notice, immediately removed from the property and the actual removal expense be charged to the property owner
- c) Sun decks may not be used to store construction materials, tools, equipment, appliances or any sort of trash if it is in view of any portion of the community
  - d) Rotted landscape timbers are considered a violation of this resolution
  - e) Sump pump, downspout extensions and condensate drain lines are not permitted to drain onto open community property. Offending drains must be relocated to an area satisfactory to the GHA and at the expense of the homeowner

**IV: Enforcement:**

- a) Time limits requested of a property owner to make corrections of violations of this resolution is at the sole discretion of the BOD or it's agents. Appeals to violation citations will only be heard during the monthly GHA BOD meetings. Emergency requests for extensions to the complete by dates may be made to the Management Agent
- b) Violation notices delivered to the front door of the property are considered "good service" and will cause the property owner to be responsible for the violation
- c) An owner may be assessed additional charges if they, any visitor, tenant or member of their family is found to be in violation of these rules. These additional assessment amounts are set out in the Association's Resolution, titled "Rule Violations: Complaint and Due Process Procedures" which are in accordance with the Commonwealth of Virginia's Property Owners' Association Act.

**Now Therefore Be It Further Resolved That:**

- a) By this resolution, all non-resident owners are required to provide a copy of this resolution to the tenants or occupants of their GHA unit
- b) This resolution is effective immediately upon adoption.

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

This resolution was approved by a majority vote of the BOD in attendance at the Monthly BOD Meeting held on \_\_\_\_\_ at which a quorum was present.

	VOTE			
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____ Stephen Marshall, President	_____	_____	_____	_____
_____ Henry Berdeja, 1 <sup>st</sup> Vice President	_____	_____	_____	_____
_____ Benita Weaver, 2d Vice President	_____	_____	_____	_____
_____ Betsy Gleason, Treasurer	_____	_____	_____	_____
_____ Ronald Holsopple, Secretary	_____	_____	_____	_____

# GREENFIELD HOMEOWNERS' ASSOCIATION

c/o TRI-STATE MANAGEMENT

4105 Rust Road

FAIRFAX, VA 22030

telephone 571-432-5770

fax 571-432-5789

e-mail, ssaunderson@tri-statemgmt.com

Date: \_\_\_\_\_

Time: \_\_\_\_\_

## Ashbourn Drive

Your property at this address is in violation of the Greenfield Homeowners' Association's Resolution 07-01 with what is indicated by being highlighted below;

### III: Rear, side yards and fences:

- a) Patio fences must be maintained in a solid and pleasing appearance by
  - 1) All fence boards, posts and gates must be structurally sound and free of rotted wood
  - 2) Fence posts and boards must be vertical and not lean more than 1.5 inches from the vertical over the height of the boards or posts
  - 3) Gates must be structurally sound and operate without force. Gate locking devices must be on the inside of the gate
  - 4) Support braces on the outside of the fence are prohibited
  - 5) Fence and gate colors must be stained a color equal to Olympic stain "Oxford Brown" or remain unpainted or unstained (plain wood).  
Whichever option used, it must be a uniform option for a complete fence and gate exterior of an individual property. Fences and gates not currently meeting this standard must do so by no later than December 31, 2008
- b) Rear yards must be maintained in a neat manner.
  - 1) Grass and ornamental bushes must be maintained in a neat fashion in both the side and rear yards. Grass must be cut and maintained at a length of five (5) inches or less. Grass longer than this length will be considered in violation of this resolution and must be cut to the authorized length within less than forty eight (48) hours after the citation has been delivered to the front door of the property. If the grass remains in violation after this time the GHA will have the grass cut and charge the actual amount back to the property owner as an additional assessment
  - 2) Construction materials, tools, or equipment are prohibited stored in the back yard if it is in view of any other portion of the GHA. Motor vehicles and vehicle trailers are prohibited from being parked in the rear yard
  - 3) Storage or using any type of appliance is prohibited in the backyard if it is visible to any other portion of the community
  - 4) Ornamental bushes must be trimmed in a neat fashion and not be permitted to extend onto a neighbors property or house. Ornamental plantings beyond the rear fence may not be further than one (1) foot from the fence and maintained. It is understood these plantings are on common ground and may be removed by the GHA without notice

- 5) If there is no fence at the rear of the property, the rear yard and patio must be maintained to the same appearance standards as the front yard and stoop
- 6) Placing remodeling/construction debris or trash outside the fence is prohibited. These materials will be, without notice, immediately removed from the property and the actual removal expense be charged to the property owner
- c) Sun decks may not be used to store construction materials, tools, equipment, appliances or any sort of trash if it is in view of any portion of the community
- d) Rotted landscape timbers are considered a violation of this resolution
- e) Sump pump, downspout extensions and condensate drain lines are not permitted to drain onto open community property. Offending drains must be relocated to an area satisfactory to the GHA and at the expense of the homeowner

Please correct this violation by no later than;

Time: \_\_\_\_\_, Date: \_\_\_\_\_

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Greenfield Homeowners' Association



**GREENFIELD HOMEOWNERS' ASSOCIATION**

c/o **NORTHERN VIRGINIA MANAGEMENT**

telephone 703-941-9002

**4306 EVERGREEN LANE, SUITE 101**

fax 703-941-9005

**ANNANDALE, VA 22003**

e-mail, [nvmangement@erols.com](mailto:nvmangement@erols.com)

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Peppercorn Drive

Your property at this address is in violation of the Greenfield Homeowners' Association's Resolution 07-01 with what is indicated by being highlighted below;

**II: Front lawns and stoops:**

- a) Grass on the front lawn must be cut and maintained at a height of less than five (5) inches. Grass longer than this height will be considered in violation of this resolution and must be cut to the authorized length within less than forty eight (48) hours after the citation has been delivered to the front door of the property. If the grass remains in violation after this time the GHA will have the grass cut and charge the actual expense back to the property owner as an additional assessment
- b) Ornamental bushes must be trimmed in a neat fashion and not be permitted to extend onto a neighbors property or house. Grass and flower edging or ornamental fences must be solidly emplaced and erect as they were designed to be emplaced. Ivy plants or ornamental shrubbery must be trimmed back to the edge of the walkway
- c) Toys, bicycles, scooters, balls etc. may not be on display on the front lawn when unattended.
- d) Front stoops must be maintained neat and orderly. Trash and recycle bins are prohibited from being on the front stoop. Only furniture designed for outdoor use may be on display or used on the front stoop
- e) Garden hoses affixed to the front water faucet and visible to the community must be neatly coiled, on a reel or inside a hose dispenser container
- f) Appliances or any cooking device are not permitted to be visible or used on the front side of the house
- g) Rotted landscape timbers are considered a violation of this resolution
- h) Real estate "FOR SALE" must not extend over a walkway

Please correct this violation by no later than;

Time: \_\_\_\_\_, Date: \_\_\_\_\_

\_\_\_\_\_  
Greenfield Homeowners' Association

# GREENFIELD HOMEOWNERS' ASSOCIATION

c/o NORTHERN VIRGINIA MANAGEMENT telephone 703-941-9002

4306 EVERGREEN LANE, SUITE 101

fax 703-941-9005

ANNANDALE, VA 22003

e-mail, nvmangement@erols.com

Date: \_\_\_\_\_

Time: \_\_\_\_\_

\_\_\_\_\_Peppercorn Drive

Your property at this address is in violation of the Greenfield Homeowners' Association's Resolution 07-01 with what is indicated by being highlighted below;

## I: House exterior condition:

- a) Painting: Only pre-approved paint colors are authorized for the exterior of a house
- b) The paint must completely cover the siding panels and trim boards. Faded or bare wood will be evidence the property is in violation of this resolution
- c) Wooden siding and trim boards: All siding and trim boards must be void of rot, deterioration or evidence of damage
- d) Vinyl siding: Installation of vinyl siding must have the prior approval of the BOD. Most earth tone colors are acceptable with the BOD's approval. All trim boards must be a different shade of the siding's color. Siding seams must be vertical.
- e) Windows:
  - 1) All windows must have complete panes of glass (no broken windows).
  - 2) All windows must be functional.
  - 3) Bedding is not permitted as curtains. Blinds and curtains visible to the outside must be whole and present a neat appearance and be without damage
  - 4) All installed screens must be whole and not torn
- f) Doors: All doors must be operational with door closures that hold the door closed. Doors that swing open and remain open unassisted are in violation of this resolution
  - 1) Door screens and glass must be whole, not broken or torn, be operational and without damage
  - 2) Door paint color and design changes must be pre-approved by the BOD
  - 3) Sliding patio doors and screens must be operational and without visible damage
- g) Roofs and gutters:
  - 1) All roofs must be maintained in a fashion that will protect the interior of the house and present an appealing appearance to the remainder of the GHA community. Roof shingle colors must be uniform color and design within one property
  - 2) Firewall caps must be maintained in a color that is equal to Olympic stain, Oxford Brown. If the side of the fire wall is vinyl siding then it must be the same color as the remainder of the house siding. If the side wall of the fire wall is the original wood color, it must be maintained in the original color of Oxford Brown
  - 3) All gutters and downspouts must be securely fastened to the building and not sag. The gutters must be free of debris that is visible to the community

**GREENFIELD HOMEOWNERS' ASSOCIATION  
BURKE, VIRGINIA**

**AMENDMENT OF  
REGULATORY RESOLUTION 06-04  
Rules and Procedures for the Collection of Assessments**

Whereas, Article VI, Section 2 of the Bylaws assigns the Board of Directors (hereinafter the "BOD") "all of the powers and duties necessary for the administration of the affairs of the Homeowners' Association" (GHA), and;

Whereas, The BOD hereby amends this Regulatory Resolution in order to improve the collection procedures of the GHA and provide additional enforcement procedures to assist this effort.

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the following be adopted;

**SECTION III: Available Sanctions for the BOD**, paragraph 1) is amended to read;

1) Delinquent amounts in excess of \$300.00 or amounts remaining unpaid for more than ninety (90) days shall be charged a monthly interest at the rate of .0067 % which equates to 8.00% per annum.

**EXCEPT AS AMENDED HEREIN**, all provisions of the Policy Resolution 06-04 shall remain in full force and effect.

**NOW THEREFORE, BE IT FURTHER RESOLVED THAT** the following be adopted;

A copy of this amendment will be provided to the current and any subsequent Attorneys or Management Agents which is or will represent the Association now or in the future.

This Resolution Amendment is adopted by the GHA BOD on March 31, 2009.

Motion by: Evie Kasper Seconded by: Kathryn Smith

Shannon Tackett  
Shannon Tackett, President

Kathryn Smith  
Kathryn Smith, Treasurer

Michael Easdale  
Michael Easdale, 1<sup>st</sup> Vice President

Alison Langford, 2<sup>nd</sup> Vice President

Evie Kasper  
Evie Kasper, Secretary



**GREENFIELD HOMEOWNERS' ASSOCIATION  
REGULATORY RESOLUTION NO. 09-01**

May 26, 2009

**Regulatory Resolution: Rules and Regulation of Display of Signs on Association and Individual Properties**

**Whereas, Article VI, Section 2 of the Bylaws assigns the Board Of Directors (BOD) "all of the powers and duties necessary for the administration of the affairs of the Homeowners' Association" and further states the Board "may do all such acts and things as are not prohibited by the Property Owners' Act or by these Bylaws required to be exercised and done by the Homeowners' Association and the "Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Association"; and,**

**Whereas, the Virginia Property Owners' Association Act, Section 55-515, Compliance with declaration, states in part ... A. Every lot owner, and all those entitled to occupy a lot shall comply with all lawful provisions of this chapter and all provisions of the declaration... and,**

**Whereas, Article VIII, paragraph 3 of Declaration of Covenants, Condition and Restrictions states in part... 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 advertising the Lot for sale or rent...and**

**Whereas, the BOD desires to establish a standard within the community that will enhance property values; provide for visual harmony, and promote the general welfare of the owners, members of the owners' families and such owners' guests, employees, customers tenants, agent and invitees; and,**

**Whereas, the BOD deems it necessary to establish guidelines and procedures for Homeowners, BOD, and the Management Agent to facilitate and improve the exterior appearance of the GHA by establishing standards for the appearance of signs displayed on GHA and individual owner's property.**

**Now Therefore, Be It Resolved that the following be adopted:**

**I. Real Estate signs:**

- a) Exterior For Sale signs may only be displayed within property limits
- b) Sale sign posts and or brackets must be level and posts vertical within one half inch of the length of the post

- c) Signs mounted on metal frames must be horizontally level and vertically straight within one fourth of an inch of the vertical or horizontal lengths
- d) All links or chains must be continuous or unbroken
- e) For Rent signs are not permitted on the exterior of the property. Signs may only be mounted on the interior of a window
- f) Directional signs may be displayed on common grounds only on weekend or holidays
- g) Signs in violation of these specifications must be corrected or removed within 24 hours of a telephone call to the number listed on the sign after which time the sign will be removed and disposed of.

**II. Tradesman signs:**

- a) Tradesman signs may be displayed on individual properties and only during the duration of the property improvement where the tradesman is present and performing a service
- b) Signs must be level and vertical and in compliance with other display specifications described in this resolution.

**III: Municipal Election and Other signs:**

- a) Municipal election signs advertising signs may only be displayed on properties 30 days prior to the election date and must be removed within seven (7) days after the election date.
- b) No sign shall extend over a walk way. Signs extending over a walkway are subject to being removed and disposed of without warning.
- c) Signs in violation of these specifications must be corrected immediately or be immediately removed and disposed of

**(Signatures are intentionally found on page immediately following)**

Motion by: Evie Kasper Seconded by: Mike Easdale

This resolution was approved by a majority vote of the BOD in attendance at the Monthly

BOD Meeting held on May 26, 2009 at which a quorum was present.

	VOTE			
	YES	NO	ABSTAIN	ABSENT
<u>Shannon Tackett</u> Shannon Tackett, President	✓			
<u>Mike Easdale</u> Michael Easdale, 1 <sup>st</sup> Vice President	✓			
<u>[Signature]</u> Rita Denis, 2 <sup>d</sup> Vice President	✓			
<u>Evie Kasper</u> Evie Kasper, Treasurer	✓			
<u>Alison Langford</u> , Secretary				X

# A T T E N T I O N

## GREENFIELD HOMEOWNERS' ASSOCIATION OWNERS & RESIDENTS

THE GREENFIELD HOMEOWNERS' ASSOCIATION'S (GHA) BOARD OF DIRECTORS (BOD) AND SOME RESIDENTS ARE CONCERNED ABOUT OTHER RESIDENTS WHO DEGRADE THE APPEARANCE OF THE COMMUNITY BY PLACING THEIR TRASH OUT DURING INAPPROPRIATE TIMES AND NOT RETRIEVING THEIR TRASH RECEPTACLE CONTAINERS FROM THE COMMON GROUNDS OR STORING THEM IN FRONT OF THEIR HOUSES.

THE GHA REGULATORY RESOLUTION 03-02, SECTION I, PARAGRAPH, b) STATES IN PART ...TRASH MAY NOT BE PLACED OUT BEFORE THE HOUR OF SUNSET ON THE DAY PRIOR TO THE SCHEDULED PICKUP DAY....

SECTION IV, PARAGRAPH a) OF THE SAME RESOLUTION STATES IN PART...TRASH CANS AND RECYCLE BINS MUST BE IDENTIFIED WITH THEIR UNIT NUMBER AND REMOVED FROM THE PICKUP SITE BY THE HOUR OF SUNSET ON THE SCHEDULED PICKUP DAY. THOSE RECEPTACLES REMAINING EXPOSED, AFTER THIS DESIGNATED TIME, TO THE VIEW OF THE ASSOCIATION MAY BE REMOVED BY THE ASSOCIATION AND DISPOSED OF....

SECTION IV, PARAGRAPH b) STATES IN PART...TRASH AND RECYCLE BINS MAY NOT BE USED AS AN OWNER'S TRASH COLLECTION POINT OUTSIDE OF THE HOUSE AND EXPOSED TO THE VIEW OF THE ASSOCIATION....

FURTHER, THE RESOLUTION PROVIDES FOR THE IMPOSITION OF ADDITIONAL MONETARY CHARGES ON AN OWNER'S ACCOUNT IF ANY OCCUPANT OF A GHA PROPERTY VIOLATES THESE RULES.

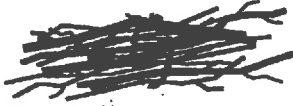
YOUR BOD AND CONCERNED NEIGHBORS APPRECIATE YOUR ATTENTION AND COOPERATION IN COMPLYING WITH THESE TRASH COLLECTION RULES THAT WERE ADOPTED TO IMPROVE OUR PROPERTY APPEARANCE AND VALUES.

AGAIN, THANK YOU.

# AAA

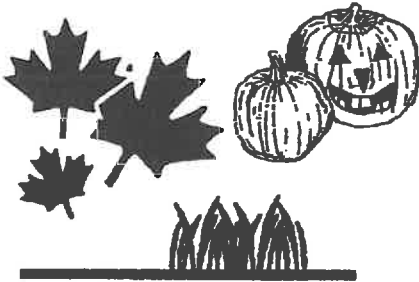
## Recycling & Trash Removal Services

### BRUSH



- **COLLECT** separately the woody part of yard debris such as bushes and small tree limbs.
- **COMPOST** or **MULCH** whenever possible.
- Place at curb on your yard debris day.

### YARD DEBRIS



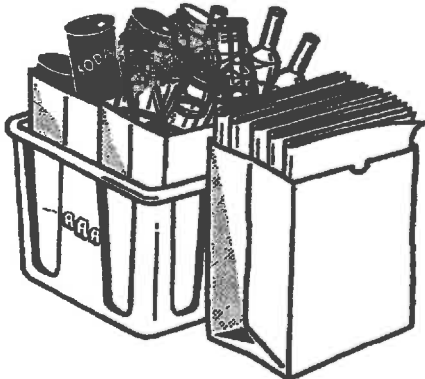
- **YARD DEBRIS INCLUDES:** grass clippings, leaves, pumpkins and any vegetation.
- **GRASS** and **LEAVES:** compost or let it lie.
- **GRASS CLIPPINGS** can be left on a newly mowed lawn to enrich the soil.
- If you must bag your yard debris, use biodegradable paper bags whenever possible. Plastic bags are acceptable but not preferred.
- Place out on your yard debris day, April 1st–Jan. 15th.

### CHRISTMAS TREES



- Remove all **TINSEL**.
- Put **TREE** on the curb for collection.
- Trees will be **COLLECTED** on your yard debris day during the first two weeks in January.

### COLLECTION INFORMATION



- Recyclables are picked up weekly.
- Have recyclables on the curb by 6 a.m. on the day of collection. If it's raining, don't worry. It's okay for all recyclables, even newspaper, to get wet.
- If you miss a pick-up, save your recyclables for the next recycling collection day.
- Do not mix trash with any recyclables.
- Please keep bin clean.
- Separate materials and avoid commingling for a safer and more efficient process.
- By separating materials, you assure that the material is recycled and not disposed into landfill.

AAA Recycling & Trash Removal Services  
P.O. Box 3926 • Fairfax, VA 22038-3926



**CALL 818-8222**



**GREENFIELD HOMEOWNERS' ASSOCIATION**

**c/o Northern Virginia Management  
4105 RUST ROAD  
FAIRFAX, VA 22038-8008**

telephone 703-941-9002

fax 703-941-9005

e-mail, [nvmanagement@erols.com](mailto:nvmanagement@erols.com)

Dear Greenfield Owners/Residents,

The Greenfield Homeowners' Association's (GHA) Board of Directors (BOD) and your concerned neighbors are requesting you refrain from driving motorized vehicles on any area other than the paved streets or parking lots of the GHA property.

Be advised that GHA Regulatory Resolution 06-03 prohibits driving on walkways and or common areas of the GHA community. If it absolutely necessary for you to drive on the common areas, you must receive permission from our Association Manager or a BOD member. These exceptions will be granted on a case-by-case basis.

The designed purpose of doublewide walkways in the community is to allow emergency firefighting vehicles to arrive close enough to each house to fight a fire. Vehicles repeatedly driven on the doublewide walkways, other than firefighting vehicles, are a threat to the structural integrity of the concrete. This concrete was not designed to withstand traffic from motorized vehicles.

In accordance with the GHA Regulatory Resolution 06-01, the GHA is empowered to assess a homeowner an additional assessment for any violation of Regulatory Resolution 06-03 by any of the owner's family, members, tenants, guests or other invitees who drive a motorized vehicle on the community's common grounds or walkways.

The BOD has considered and tabeled the idea of reinstalling the ugly posts and chains which were present in the community for many years. A consensus of the neighbors near these barriers is, "they are ugly". Please do not indicate you are in favor of reinstalling these barriers by driving on the walkways.

The GHA BOD and concerned neighbors of our community appreciate in advance you, and persons you are responsible for, compliance with the resolution prohibiting driving on common areas or walkways. It can only improve our community's appearance and well-being.

Respectfully,

The GHA Board of Directors

Greenfield Homeowners' Association  
Pet Exercise Protocol

March 9, 2003

The Greenfield Homeowners' Association's (GHA) Board of Directors (BOD) and your neighbors are requesting all residents of the Association to exercise common sense and a sense of decency while exercising their pets on the common grounds of our property. If a resident will comply with the few simple guidelines that are listed below, you will demonstrate this common sense and sense of decency.

Fairfax County's leash laws are in effect on our property. All pets must be on a leash. Responsible persons need to be in control of their pets. A child is sometimes unable to control a pet that may become excited over other pets or wild untamed critters.

While exercising pets you are urged to do so in an exclusion area that is at least twenty five feet (25 ft) from a residence or back fence. When a pet begins to defecate and is on a leash it is sometimes difficult and appears to be cruel for the pet custodian to move the pet to the exclusion zone. The GHA property offers more pet exercise areas than most residential associations in the Northern Virginia area. With all this open space, it is not at all difficult to comply with a 25 foot exclusion area.

After exercising a pet, it is common decency and Fairfax County law to clean up the feces your pet leaves behind. When a pet defecates on the property and is not cleaned up you are creating a health hazard for your neighbors and other pets. With the proliferation of plastic bags available it is a simple and free process to strip a bag over your hand, pick up the feces, strip the bag back over the feces and tie it in a knot and dispose in your trash. Doing this is a simple and sanitary solution while demonstrating your commitment to a clean environment and sense of decency.

Your neighbors, this Board of Directors thank you in advance for you're adhering to these few simple requests while exercising your pets. If you observe someone not following these requests, please give them a gentle reminder and a copy of this letter.

**GREENFIELD HOMEOWNERS' ASSOCIATION**  
c/o **NORTHERN VIRGINIA MANAGEMENT**  
**4306 EVERGREEN LANE, Suite 101**  
**ANNANDALE, VA 22003**

telephone 703-941-9002  
fax 703-941-9005  
e-mail, [nvmanagement@erols.com](mailto:nvmanagement@erols.com)

**REQUEST FOR APPROVAL BY THE  
ARCHITECTURAL CONTROL AND MAINTENANCE COMMITTEE**

**(ACMC)**

**NOTICE: THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE ACMC  
PRIOR TO MAKING ANY CHANGES TO THE EXTERIOR OF ANY HOUSE OR  
PROPERTY IN THE COMMUNITY. (See Article V, Declaration of Covenants and Restriction)**

Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Lot number: \_\_\_\_\_

Below describe the architectural change(s) you would like to make. Also, please attach supporting documentation i.e. paint color; siding colors; diagram; blue prints; pictures showing example of style; copy of application for building permit from Fairfax County (if required by law) or any other documentation necessary to describe the change(s).

Date received by ACMC \_\_\_\_\_ Date of ACMC Consideration: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Approval with modifications \_\_\_\_\_

Specify:

ACMC Chairperson: \_\_\_\_\_

Follow-up inspection by: \_\_\_\_\_ Date: \_\_\_\_\_

REMARKS:

PLEASE SUBMIT TO THE ACMC VIA THE MANAGEMENT AGENT AT THE ADDRESS FIRST  
NOTED ABOVE OR BY FAX TRANSMISSION



Greenfield Homeowners' Association  
Burke, Virginia 22015

New Owner Information

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Management Company: Northern Virginia Management

703-941-9002  
Fax 703-941-9005

New homeowners must ensure that a copy of their settlement statement (HUD-1) is forwarded to Northern Virginia Management so that their association account can be transferred from the seller to you, the new owner. Without this information, all mailings will be sent to the former owners.

Trash Company: AAA Trash & Recycling

703-818-8222

Trash pickup days – Tuesdays and Fridays

Trash must be placed in front of houses in heavy, securely tied trash bags. Please do not use flimsy, thin bags because animals and birds will tear these bags apart and scatter trash. Trash bags can be placed out for pickup after the hour of sunset the evening before trash collection day and not later than 7:00 AM on the morning of trash collection day. Trash collection trucks do not have a specific time schedule to arrive, but usually do so before noon.

Recycle days – Friday

See the enclosed flyer concerning recycling. Please place these items in your recycling bin. If your recycling bin is missing, you may get a replacement by calling AAA Trash Service. There is a charge for a new bin.

Towing Company: Advanced Towing

703-978-7990

If an unauthorized vehicle is parked in your reserved space and you are not able to find the vehicle's owner, you may have it removed by calling the towing company and have the vehicle removed. All associated expenses are the vehicle owner's responsibility. Please review the enclosed parking policy.

**Resolution of the Board of Directors of  
Greenfield Homeowners Association  
Adopting Association Complaint Procedures  
Resolution No. 2012-01**

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 Greenfield Homeowners Association 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 Timothy Kirchner, Property Manager, Northern Virginia Management, 4306 Evergreen Lane, Suite 101, Annandale, VA 22003.

1.3 An Association Complaint shall concern a matter regarding actions, inactions or decisions by the Board of Directors (the "Board"), the Association's managing agent 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, or by electronic means if the Complainant has expressed a preference in writing (including email) to receive communications regarding the Association Complaint electronically. If sent electronically, the Association shall retain sufficient proof of the electronic 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, or by electronic means if the Complainant has agreed in writing (including by email) to receive communications regarding the Association Complaint electronically. 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, or shall be given by electronic means if the Complainant has expressed a preference in writing (including by email) to receive communications regarding the Association Complaint electronically. 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, and sent to the Complainant by electronic means if the Complainant has expressed a preference in writing (including email) to receive communications regarding the Association Complaint electronically.

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 and the name and license number of the common interest community manager.

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 Timothy Kirchner, Property Manager, Northern Virginia Management, 4306 Evergreen Lane, Suite 101, Annandale, VA 22003.

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

This Resolution shall be effective \_\_\_\_\_, 2012.

ADOPTED \_\_\_\_\_, 2012.

BOARD OF DIRECTORS

Greenfield Homeowners Association

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

## ASSOCIATION COMPLAINT FORM

Pursuant to Chapter 29 of Title 55 of the Code of Virginia, the Board of Directors ("Board") of the Greenfield Homeowners Association ("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: Timothy Kirchner, Property Manager  
Northern Virginia Management  
4306 Evergreen Lane, Suite 101  
Annandale, VA 22003

The telephone number of the Manager to whom this form is to be directed is 703-941-9002.

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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:

\_\_\_\_\_

\_\_\_\_\_ Your Contact Preference  Phone  E-mail  
Your E-mail Address Your Phone Number  Other \_\_\_\_\_

Initial Here -> \_\_\_\_\_ if you would prefer to receive written communications regarding this matter by email rather than by certified mail or hand delivery. **By initialing you agree to send a confirmation of receipt by email to the sender.** Failure to do so may necessitate the Association sending written communication by certified mail or hand delivery in addition to email.

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/> <b>Printed Name</b>	<hr/> <b>Signature</b>	<hr/> <b>Date</b>
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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

To:

[Name of Complainant]  
[Address of Complainant]

[Note:  
*Send this by certified mail, return receipt requested, hand deliver, or send by email if Complainant has requested that notices be sent by email. If sent by email, you must retain proof of electronic delivery. **If do not have proof of electronic delivery, send by certified mail, return receipt requested, in addition to email.** Must be sent within 7 calendar days of receipt of complaint.]*

Re: **Acknowledgement of Receipt of Association Complaint**

This acknowledges receipt of your Association Complaint Form on [date].

You will be notified of the time, date and place where the Complaint will be considered.

Greenfield Homeowners Association

By: \_\_\_\_\_



To:

[Name of Complainant]  
[Address of Complainant]

[Note:

*Send this by certified mail, return receipt requested, hand deliver, or send by email if Complainant has requested that notices be sent by email. If sent by email, you must retain proof of electronic delivery. **If do not have proof of electronic delivery, send by certified mail, return receipt requested, in addition to email.***

Re: **Notice of Consideration of Association Complaint**

This is to notify you that the Association Complaint which was received on [date received] will be considered by the Board of Directors of the Association at the following date, time and place:

Date:

Time:

Place:

Greenfield Homeowners Association

By: \_\_\_\_\_

To:

[Name of Complainant]  
[Address of Complainant]

[Note:

*Send this by certified mail, return receipt requested, hand deliver, or send by email if Complainant has requested that notices be sent by email. If sent by email, you must retain proof of electronic delivery. **If do not have proof of electronic delivery, send by certified mail, return receipt requested, in addition to email.***

Re: **Notice of Final Determination of Association Complaint**

This is to notify you that the Association has made a final determination on the Complaint you filed on [date received].

The final determination is as follows:

[describe the determination, including specific citations to applicable association documents, laws or regulations that led to the final determination]

The date of issuance of this final determination is [insert date]

If, you consider this decision to be adverse to the resolution or action you requested, 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

The DPOR license number of the Greenfield Homeowners Association is 0550000854.

The name of the Association's Management Agent is Northern Virginia Management and the DPOR license number of the Agent is 0502000068.

Greenfield Homeowners Association

By: \_\_\_\_\_

**Greenfield Homeowners Association**

**Policy Resolution No. 2012-01**

(Procedures Related to the Submission and Resolution of Complaints)

Duly adopted at a meeting of the Board of Directors held SEPT 25, 2012.

Motion by: Kathryn A. Smith      Seconded by: Eric Kasper

VOTE:	Yes	No
<u>Absent</u> President	<u>_____</u>	<u>_____</u>
<u>Mitch Zinsdale</u> Vice President	<u>✓</u>	<u>_____</u>
<u>Kathryn A. Smith</u> Treasurer	<u>✓</u>	<u>_____</u>
<u>Eric Kasper</u> Secretary	<u>✓</u>	<u>_____</u>
<u>[Signature]</u> Director	<u>✓</u>	<u>_____</u>

ATTEST:  
Eric Kasper  
Secretary

9/25/12  
Date

Resolution effective: \_\_\_\_\_