

**SPRINGFIELD**

**SQUARE**

**HOA**

**Managed by:  
Northern Virginia Management  
4306 Evergreen Lane, Suite 101  
Annandale, VA 22003  
703 941-9002**

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

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AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 20th day of April, 1979, by SPRINGFIELD SQUARE LIMITED PARTNERSHIP, a partnership organized and existing under the laws of the Commonwealth of Virginia, hereinafter sometimes called the "Declarant",

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of the real property described in Article II hereof; and

WHEREAS, the Declarant desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which are for the benefit of said property and the subsequent owners thereof; and

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

WHEREAS, the Declarant has formed Springfield Square Home Owners Association, Inc., as a non-profit corporation without capital stock under the Laws of the Commonwealth of Virginia for the purposes of carrying out the powers and duties aforesaid; and

WHEREAS, the Declarant has heretofore established certain covenants, conditions and restrictions with respect to the real property described in Article II hereof by that certain Declaration of Covenants, Conditions and Restrictions dated the 12th day of October, 1977 and recorded in Deed Book 4744 at page 683 among the Land Records for Fairfax County, Virginia; and

WHEREAS, the Declarant desires by these presents to terminate the legal effect and operation of that certain Declaration of Covenants, Conditions and Restrictions dated the 12th day of October, 1977 and recorded in Deed Book 4744 at page 683 among the Land Records for Fairfax County, Virginia and desire, by these presents, to amend and restate the same as hereinafter set forth;

*Springfield Square Home Owners Association, Inc.*

NOW, THEREFORE, the Declarant hereby declares that that certain Declaration of Covenants, Conditions and Restrictions dated the 17th day of October, 1977 and recorded in Deed Book 4744 at page 683 among the Land Records for Fairfax County, Virginia shall be, and the same is hereby, amended and restated as hereinafter set forth and, further, each hereby declare that the real property described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said property, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation:

ARTICLE I

Section 1. Definitions. The following words, when used in this Declaration, shall have the following meanings:

(a) "Association" shall mean and refer to Springfield Square Home Owners Association, Inc., and its successors and assigns.

(b) "The Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of Article II.

(c) "Lot" shall mean and refer to all subdivided parcels or property which are part of The Property.

(d) "Common Areas" and "Community Facilities" shall mean and refer to all real property owned or leased by the Association or otherwise available to the Association for the benefit, use and enjoyment of its members.

(e) "Dwelling" shall mean and refer to any building or portion of a building situated upon The Property and designed and intended for use and occupancy as a residence by a single person or family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(g) "Declarant" or "Developer" or "Grantor" shall mean and refer to SPRINGFIELD SQUARE LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of the Commonwealth of Virginia, and its successors and assigns; provided, however, that the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant shall not inure to the benefit of or burden the successors and assigns of the Declarant except to the extent that any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successor or assign.

(h) "Mortgagee", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration the terms "holder" and "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

(i) "Member" shall mean and refer to every person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds any class of membership in the Association.

(k) The "Project" and the "Community", as used in this Declaration, means that certain community being developed by the Declarant in Fairfax County, Virginia known as "Springfield Square".

Whenever in this Declaration any action is required to be taken by a specified percentage of "each class of the then members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then outstanding Class A members of the Association and by the specified percentage of the then outstanding Class B members of the Association. Whenever in this Declaration any action is required to be taken by a specified percentage of the "then members" of the Association, then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association.

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ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Fairfax County, Commonwealth of Virginia, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

Section 2. Additions. So long as there are Class B members of the Association, additional property may be annexed to the above-described property without the consent of the Class A members of the Association, if any. Following the lapse or surrender of the Class B memberships as provided for in Article III of this Declaration, additional property may be annexed to the above-described property without the consent of the Class A members of the Association, if any, so long as such additional property is part of the property described on "EXHIBIT B" attached to this Declaration and incorporated herein by this reference. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on "EXHIBIT A" as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records for Fairfax County, Virginia, which Supplementary Declaration shall extend the scheme of the within Declaration of Covenants and Restrictions to such annexed property. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the consent of the Declarant.

So long as any lot is encumbered by a deed of trust or mortgage which is guaranteed by the Veterans Administration, no annexation shall be made pursuant to this Article, or otherwise, except for the annexation of all or portions of such property as may be described on "EXHIBIT B" attached to this Declaration or except following a determination by the Veterans Administration that the annexation conforms to a general plan for the development of the community previously approved by the Veterans Administration or, if no such general plan was approved by the Veterans Administration, except following the prior written approval of the Veterans Administration.

ARTICLE III

Membership

Section 1. Membership. The Association shall have two classes of voting membership which shall be known as "Class A" and "Class B":

(a) There shall be 116 Class A memberships in the Association. With the exception of the Declarant, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is part of the premises described in Article II of this Declaration, or which otherwise becomes subject by the covenants set forth in this Declaration to assessment by the Association, shall be a Class A member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote for each lot in which such member holds the interest required for Class A membership.

(b) There shall be 232 Class B memberships in the Association. The Class B member shall be the Declarant, its nominee or nominees, and shall include every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who shall obtain any Class B membership by specific assignment from the Declarant. Each Class B member shall be entitled to one (1) vote for each Class B membership which it holds. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) thirty (30) days following the date on which the total authorized, issued and outstanding Class A memberships equal 116; or
- (ii) on January 1, 1982; or
- (iii) upon the surrender of said Class B memberships by the then holder thereof for cancellation on the books of the Association.

Upon the lapse or surrender of any of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain a Class A member of the Association as to each and every lot in which the Declarant then holds the interest otherwise required for such Class A membership.

The members of the Association shall have no preemptive rights, as such members, to acquire any memberships of this Association that may at any time, be issued by the Association except as may be specifically provided in this Article.



ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common areas and community facilities and such easement shall be appurtenant to and shall pass with the fee title to every lot subject to the following.

(a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the consent of two-thirds (2/3) of each class of the then members of the Association, voting separately, to borrow money for the purpose of improving the common areas and community facilities in a manner designed to promote the enjoyment and welfare of the members and in aid thereof to mortgage any of the common areas and community facilities; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

(c) the right of the Association to adopt reasonable rules respecting use of the common areas and community facilities to reasonably limit the number of guests of members to the use of any facilities which are developed upon The Property; and

(d) the right of the Association to suspend the voting rights and the rights to use of the common areas and community facilities for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of any of the published rules and regulations of the Association; and

(e) the right of the Association, subject to the limitations provided for in Section 9 of Article XI of this Declaration, to dedicate or transfer all or any part of the common areas or community facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of each class of the then members of the Association consent to such dedication, transfer, purpose and conditions, at any special meeting of the members duly called for such purpose; and

~~(f) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the common areas and community facilities; and~~

**Section 2. Delegation of Right of Use.** Any member of the Association may delegate his rights to the use and enjoyment of the common areas and community facilities to the members of his family who reside permanently with him and to his tenants, contract-purchasers and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

**ARTICLE V**

**Section 1. Annual Maintenance Assessments.** Except as assessments of the Declarant is limited by the provisions of Article VI of this Declaration, each person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who becomes a fee owner of a lot within The Property, (i.e., each Class A member of the Association), by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (hereinafter sometimes referred to as "maintenance assessments") equal to one-twelfth (1/12) of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including but in no way limited to the following:

(a) the cost of all operating expenses of the common areas and community facilities and the services furnished to or in connection with the common areas and community facilities, including charges by the Association for any services furnished by it; and

(b) the cost of necessary management and administration of the common areas and community facilities, including fees paid to any Management Agent; and

(c) the amount of all taxes and assessments levied against the common areas and community facilities; and

(d) the cost of liability insurance on the common areas and community facilities and the cost of such other insurance as the Association may effect with respect to the common areas; and

(e) the cost of utilities and other services which may be provided by the Association, whether for the common areas and community facilities or for the lots, or both; and

(f) the cost of maintaining, replacing, repairing, and landscaping the common areas, including, without limitation, maintenance of any storm water detention basins or the like located upon the common areas and the cost of the maintenance of all pathways upon the property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements.

The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments on any annual maintenance assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Association which shall provide, without limitation, for the management, operation and maintenance of the common areas. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and the annual maintenance assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the annual maintenance assessments shall thereupon be sent to the members. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period, but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. No member may exempt himself from liability for maintenance assessments by abandonment of any lot belonging to him or by the abandonment of his right to the use and enjoyment of the common areas and community facilities.

Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the common areas and community facilities. The owner of any lot shall, at his own expense, maintain his lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times.

**Section 2. Special Maintenance Assessments.** In addition to the regular maintenance assessments authorized by this Article, the Association may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming a part of the common areas and community facilities, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided that any such assessment shall have the assent of the members representing two-thirds (2/3) of each class of the then members of the Association. A meeting of the members shall be duly called for this purpose.

**Section 3. Reserves for Replacements.** The Association shall establish and maintain a reserve fund for replacements of the common areas and community facilities by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the common areas and community facilities may be expended only for the purpose of affecting the replacement of the common areas and community facilities, major repairs to any sidewalks, parking areas, streets, or roadways developed as a part of The Property, equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the common areas and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the lot to which it appertains and shall be deemed to be transferred or otherwise separated from the lot to which it appertains and shall be deemed to be transferred with such lot.

**Section 4. Annual Maintenance Assessments.** The initial maximum annual maintenance assessment for each of the lots to which Class A membership is appurtenant shall not exceed the sum of THREE HUNDRED and \* \* \* No/100 Dollars (\$300.00) per annum. The annual maintenance assessment shall be levied at a uniform rate for each lot to which Class A membership is appurtenant.

Section 5. Increase in Maximum Annual Maintenance Assessment.

(a) from and after January 1, 1979, the maximum annual maintenance assessment for all Class A memberships hereinabove provided for, may be increased by the Board of Directors of the Association, without a vote of the Class A membership, by an amount equal to fifteen percent (15%) of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(b) from and after January 1, 1979, the maximum annual maintenance assessments for all Class A memberships hereinabove provided for may be increased above that established by the preceding paragraph by a vote of the members, as hereinafter provided, for the next succeeding year and, thereafter, at the end of such year, for each succeeding year. Any change made pursuant to this paragraph shall have the assent of two-thirds (2/3) of the then Class A members of the Association and two-thirds (2/3) of the then Class B members of the Association. A meeting of the members shall be duly called for this purpose.

ARTICLE VI

Section 1. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the lot or lots belonging to the member against whom such assessment is levied and shall bind such lot or lots in the hands of the then owners, his heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same.

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Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the maximum legal rate permitted from time to time in the Commonwealth of Virginia, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose on the lien against the lot or lots then belonging to said member in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the Commonwealth of Virginia containing a power of sale and consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees of not less than fifteen percent (15%) of the sum claimed shall be added to the amount of each assessment.

The Association shall notify the holder of the first mortgage on any lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of thirty (30) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days, but any failure to give such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article.

The Board of Directors may post a list of members who are delinquent in the payment of any assessments or other fees which may be due the Association, including any installment thereof, which becomes delinquent, in any prominent location upon The Property.

Section 2. Assessment Certificates. The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

Section 3. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 4. Priority of Lien. The lien established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

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(a) general and special assessments for ad valorem real estate taxes on the lot; and

(b) the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the lot prior to the assessment thereon of the lien provided for in this Declaration or duly recorded on said lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any lot, as in this Article provided, shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on such lot and made in good faith and for value received and shall in no way affect the rights of the holder of any such deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments, and installments thereof, which have become due and payable or a lien prior to a sale or transfer of the lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the lot and made in good faith and for value received who comes into possession of the lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any other purchaser at a foreclosure sale, shall take the lot free of any claims for unpaid maintenance assessments levied against the lot which accrue prior to the time such holder comes into possession of the lot or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid maintenance assessments resulting from a reallocation of such unpaid maintenance assessments among the lots upon The Property. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not, however, relieve the mortgagee in possession or the purchaser at any foreclosure sale from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any first mortgage on any lot (or the indebtedness secured thereby); recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or in the indebtedness secured thereby) not otherwise entitled thereto.

Section 5. Additional Default. Any recorded first mortgage secured on a lot in The Property shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby); but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 4 of this Article shall not be altered, modified or diminished by reason of such failure.

Section 6. Commencement of Annual Assessments. Except as may be otherwise resolved by the Board of Directors of the Association, the annual maintenance assessment for each Class A membership shall commence on the date a deed for the lot to which such membership is appurtenant is delivered by the Declarant to the member. The first monthly installment of each such annual assessment shall be made for the balance of the month during which a deed for the lot is delivered to the member and shall become due and payable and a lien on the date a deed for the lot is delivered to the member. Except as hereinelsewhere provided, the monthly installments of each such annual assessment for any lot for any month after the first month shall become due and payable and a lien on the first day of each successive month.

Section 7. Assessment of Declarant. Anything in this Declaration to the contrary notwithstanding, no lot held by the Declarant or the maker of any Supplementary Declaration made pursuant to Section 2 of Article II of this Declaration for the purpose of annexing additional property shall be subject to assessment by the Association until sixty (60) days following the issuance by the appropriate agency of Fairfax County, Virginia, of a Certificate of Occupancy, or the like, for a dwelling or dwellings constructed upon such lot or the substantial completion of such dwelling, whichever shall first occur.

Anything in this Declaration to the contrary notwithstanding, any regular or special assessment levied by the Association for any lot held by the Declarant or the maker of any Supplementary Declaration made pursuant to Section 2 of Article II of this Declaration for the purpose of annexing additional property shall be in an amount equal to twenty-five percent (25%) of the assessment levied by the Association against lots held by the other Class A members.

Section 8. Exempt Property. No portion of the common areas or community facilities shall be subject to assessment of any kind by the Association. No portion of the Property which is dedicated to and accepted for maintenance by any public or municipal authority or utility shall be subject to assessment of any kind by the Association.



ARTICLE VII

Section 1. Architectural and Environmental Control Committee. Except for construction or development by, for or under contract with the Declarant, and except for any improvements to any lot or to the common areas accomplished by the Declarant concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon The Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by an Architectural and Environmental Control Committee designated by the Board of Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, fences, wall, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any of the common areas, or to combine or otherwise join two or more dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any dwelling, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by the Architectural and Environmental Control Committee designated by the Board of Directors.

Section 2. Architectural and Environmental Control Committee - Operation. The Board of Directors shall appoint an Architectural and Environmental Control Committee. The Architectural and Environmental Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors. The affirmative vote of a majority of the members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, etc. Upon approval by the Architectural and Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural and Environmental Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural and Environmental Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specifications approved by the Committee without the prior consent in writing of the Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural and Environmental Control Committee in accordance with the provisions of this Article, the Architectural and Environmental Control Committee shall, at the request of the owners thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural and Environmental Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Declaration as may be applicable.

Section 6. Rules and Regulations, etc. The Architectural and Environmental Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural and Environmental Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural and Environmental Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Architectural and Environmental Control Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 7. Prohibited Uses and Nuisances. Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the Architectural and Environmental Control Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common areas:

(a) no noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements.

(b) the maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of small, orderly dogs, cats or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other members. The Board of Directors or, upon resolution of the Board of Directors, the Architectural and Environmental Control Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and innoculated as may from time to time be required by law. Pets shall not be permitted upon the common areas unless accompanied by a responsible person and they are carried or leashed. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.

(d) except as hereinelsewhere provided, no junk vehicle, commercial vehicle, trailer, camper, camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the common areas and community facilities shall be kept upon The Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Architectural and Environmental Control Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any lot. Garbage, trash and other refuse shall be placed in covered containers.

(f) no lot shall be divided or subdivided and no portion of any lot (other than the entire lot) shall be transferred or conveyed for any purpose. No portion of any dwelling (other than the entire dwelling) shall be leased. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

(g) except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any lot above the surface of the ground.

(h) no lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(i) no sound hardwood trees measuring in excess of six (6) inches in diameter two (2) feet above the ground shall be removed from any lot without written approval of the Association acting through the Architectural and Environmental Control Committee or duly appointed subcommittee. The Architectural and Environmental Control Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(j) no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, shed or other buildings shall be erected, used or maintained on any lot at any time.

(k) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as hereinafter defined in this Declaration) is maintained, and provided further, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any lot who comes into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure. Anything herein contained to the contrary notwithstanding, it is expressly understood and agreed that no sign shall be displayed without the express permission of the Board of Directors.

(l) no structure, planting or other material shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(m) no outside television aerial or radio antenna, or other aerial or antennae for either reception or transmission, shall be maintained upon the Property except that such arials or antennae may be erected and maintained within the dwellings located upon the Property.

(n) no member shall make any private or exclusive or proprietary use of any of the common areas except with the specific approval of the Architectural and Environmental Control Committee and then only on a temporary basis and no member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member direct, supervise or in any manner attempt to assert control over any employee of the Association.

Section 8. Residential Use. All dwellings shall be used for private residential purposes exclusively, except that a professional office may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and, provided further, that such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. As used in this Section the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any lot or dwelling for promotional or display purposes, or as "model homes", a sales office, or the like.

Section 9. Fences - Hedges and Similar Improvements.

(a) The erection of all fences and hedges shall be subject to the provisions of Article VII of this Declaration.

Section 10. House Rules, etc. There shall be no violation of any rules for the use of the common areas and community facilities or "house rules" or other community rules and regulations not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 11. Enforcement - Right to Remove or Correct Violations.

In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Architectural and Environmental Control Committee required herein, and, upon written notice from the Architectural and Environmental Control Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural and Environmental Control Committee) to enter upon such lot and to

take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot at which time the assessment shall become due and payable and a continuing lien upon such lot, and a binding personal obligation of the owner of such lot, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions or requirements of this Declaration, exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

#### ARTICLE VIII

Section 1. Party Walls. Each wall which is built as part of the original construction of the dwellings upon The Property and placed on the dividing line between lots or partly on one lot and partly on another shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law in the Commonwealth of Virginia regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Repairs and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal shares. Nothing shall be done by any Owner which impairs the structural integrity of any party wall or which diminishes the fire protection afforded by any party wall. No Owner shall use any party wall for any purpose which creates a hazard or nuisance for any other Owner who makes use of the party wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use; without prejudice, however, of 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, any Owner who by his negligent or willful act causes a 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. Encroachments. If any portion of a party wall shall encroach upon any adjoining lot, or upon the common areas or community facilities, by reason of reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist.

ARTICLE IX

Section 1. Management Agent. The Board of Directors shall employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing, including, without limitation:

(a) to establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with law and the provisions of this Declaration; and

(b) to provide for the care, upkeep, maintenance and surveillance of the common areas and community facilities; and

(c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the common areas and community facilities; and

(d) to promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the common areas and community facilities; and

(e) to provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

Any management agreement entered into by the Association shall provide inter alia, that such agreement may be terminated with or without cause, by either party upon ninety (90) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.



Section 2. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the common areas or community facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the common areas or community facilities. No diminution or abatement of assessments, as hereinafter provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas or community facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

#### ARTICLE X

Section 1. Reservation of Easement Rights by the Declarant. The Declarant hereby reserves a non-exclusive easement and right-of-way in, through, over and across the common areas and community facilities for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and the provisions of utility services, whether public or private, to the community and to other property adjacent to, or in the vicinity of, the community. Any and all instruments of conveyancing made by the Declarant to the Association with respect to any of the common areas and community facilities shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements and rights-of-way over the common areas and community facilities for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables, underground conduits and such other purposes related to the provisions of utility services to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common areas and community facilities and for the preservation of the health, safety, convenience and welfare of the owners of the lots or the Declarant.

ARTICLE XI

Section 1. Amendment. Subject to the other limitations set forth in this Declaration, prior to the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended only by an instrument executed and acknowledged by two-thirds (2/3) of the Class A members of the Association, if any, and by the Declarant, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Subject to the other limitations set forth in this Declaration, following the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended by an instrument executed and acknowledged by a majority of the Class A members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording.

Section 2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain or enjoin violation or to recover damages or both, and against any lot to enforce the lien created hereby; and the failure or forbearance by the Association or the owner of any lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced, without limitation, by the Association, by any owner or any mortgagee of any lot which becomes subject to the provisions hereof and by any other person, firm, corporation or other legal entity who has any right to the use of any of the common areas and community facilities owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 4. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant, with or without notice to the Association.

Section 5. Incorporation by Reference on Resale. In the event any owner sells or otherwise transfers any lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

Section 6. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 7. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common areas or community facility by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the common areas or community facilities.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 9. Consents. Any other provision of this Declaration to the contrary notwithstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the institutional holders of all first mortgages of record on the lots:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify the method of determining and collecting common expense assessments or other assessments as provided for in this Declaration; or

(d) resolve to use the proceeds of casualty insurance for any purpose other than the repair, replacement or reconstruction of the common areas and community facilities; or

(e) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association; or

(f) resolve to use the proceeds of casualty insurance paid or payable to the Association for any purpose other than the repair, replacement or reconstruction of the common areas and community facilities.

Section 10. Consent of Veterans Administration. Provided that any lot in the project is then encumbered by a deed of trust or mortgage which is guaranteed by the Veterans Administration and, provided further, that there are then Class B memberships of the Association outstanding, neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of the Veterans Administration:

(a) abandon, partition, subdivide, encumber, sell or transfer any of the common areas and community facilities; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common areas and community facilities by the members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any material or substantive provision of this Declaration or the By-Laws of the Association.

Section 11. Additional Rights of Mortgagees - Notice. The Association shall promptly notify the holder of the first mortgage on any lot for which any assessment levied pursuant to the Declaration or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of the first mortgage on any lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the lot which is the subject matter of such suit or proceeding.

Any institutional first mortgagee of any lot upon The Property may pay any taxes, utility charges or other charge levied against the common areas and community facilities which are in default and which may or have become a charge or lien against any of the common areas and community facilities and any such institutional first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the common areas and community facilities. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 12. Casualty Losses. In the event of substantial damage or destruction to any of the common areas or community facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the common areas or community facilities.

Section 13. Condemnation or Eminent Domain. In the event any part of the common areas and community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of any of the common areas and community facilities.

Section 14. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

IN WITNESS WHEREOF, the said SPRINGFIELD SQUARE LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of the Commonwealth of Virginia, has, on the year and day first written caused these presents to be executed in its name by WALLACE F. HOLLADAY, JR., its General Partner.

SPRINGFIELD SQUARE LIMITED PARTNERSHIP

By: Wallace F. Holladay, Jr.  
Wallace F. Holladay, Jr.  
General Partner

STATE OF District  
COUNTY OF of Columbia to-wit:

I hereby certify that before me, the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared in said jurisdiction WALLACE F. HOLLADAY, JR., known to me to be the General Partner of SPRINGFIELD SQUARE LIMITED PARTNERSHIP, who made oath in due form of law and acknowledged that he executed the foregoing instrument on behalf of SPRINGFIELD SQUARE LIMITED PARTNERSHIP, having authority so to do, and that the same was executed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 20th day of April, 1979.



Karen L. Keeney  
Notary Public

My commission expires: 1/31/83

This instrument with certificate annexed, admitted to record-Office of Circuit Court Fairfax County, Va. APR 23 1979 at 12:20p

Testes Janna E. Hoffmann Clerk

# SECTION VI

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# ARTICLES OF INCORPORATION

**ARTICLES OF INCORPORATION**

**OF**

**SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION, INC.**

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation adopt the following Articles of Incorporation for such corporation pursuant to the laws of the Commonwealth of Virginia:

**ARTICLE I**

The name of the Corporation is Springfield Square Home Owners Association, Inc.

**ARTICLE II**

The following terms shall have the following meanings when used in these Articles:

(a) "Association" shall mean and refer to Springfield Square Home Owners Association, Inc., its successors and assigns.

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

(c) "Property" shall mean and refer to all of the following:

All those three parcels of land in Springfield Square, Lee District, Fairfax County, Virginia, viz:

**PARCEL "A":** Described on a plat of Survey made by Matthews & Wheatley, Surveyors, recorded in Deed Book 4124 at pages 479 through 481, of the Land Records of Fairfax County, Virginia, as follows:

**BEGINNING** at a concrete monument in the northerly right of way line of Franconia Road, Route 644 (110 feet wide) said point also marks the center line of an outlet road known as Georgia Street and the south-easterly corner of Parcel "C" Springfield Square: thence with an easterly



We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation adopt the following Articles of Incorporation for such corporation pursuant to the laws of the Commonwealth of Virginia:

#### ARTICLE I

The name of the Corporation is Springfield Square Home Owners Association, Inc.

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(a) "Association" shall mean and refer to Springfield Square Home Owners Association, Inc., its successors and assigns.

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

(c) "Property" shall mean and refer to all of the following:

All those three parcels of land in Springfield Square, Lee District, Fairfax County, Virginia, viz:

**PARCEL "A":** Described on a plat of Survey made by Matthews & Wheatley, Surveyors, recorded in Deed Book 4124 at pages 479 through 481, of the Land Records of Fairfax County, Virginia, as follows:

**BEGINNING** at a concrete monument in the northerly right of way line of Franconia Road, Route 644 (110 feet wide) said point also marks the center line of an outlet road known as Georgia Street and the southeasterly corner of Parcel "C" Springfield Square; thence with an easterly line of said Parcel "C" and Parcel "B" Springfield Square North 00 degrees 33 minutes 15 seconds East, 461.45 feet to a concrete monument; thence with an easterly line of said Georgia Street the following courses.

1. South 89 degrees 38 minutes 11 seconds East, 13.30 feet to an iron pipe,
2. North 00 degrees 48 minutes 49 seconds East, 154.90 feet to an iron pipe,
3. North 00 degrees 50 minutes 07 seconds East, 119.10 feet to an iron pipe; thence with a southerly line of Fairfax County Redevelopment Housing Authority South 89 degrees 43 minutes 59 seconds East, 427.45 feet to an iron pipe; thence with a westerly line of a 10 foot outlet road owned by said Fairfax County Redevelopment and Housing Authority the following courses,

1. South 00 degrees 50 minutes 19 seconds West, 418.75 feet to an iron pipe,

2. South 88 degrees 55 minutes 44 seconds East, 197.94 feet to an iron pipe,

3. South 01 degrees 00 minutes 34 seconds West, 157.75 feet to an iron pipe; thence with the aforementioned northerly right of way line of Franconia Road the following courses,

1. South 77 degrees 09 minutes 44 seconds West, 464.77 feet to an iron pipe,

2. A curve to the left having a radius of 2420.88, a chord bearing and distance of South 74 degrees 53 minutes 40 seconds West 191.60 feet and an arc length of 191.65 feet to the point of beginning, containing 7.43165 acres of land.

PARCEL "A-1": Described on a plat of Survey made by Matthews & Wheatley, Surveyors, recorded in Deed Book 4124 at pages 479 through 481, of the Land Records of Fairfax County, Virginia, as follows:

BEGINNING at an iron pipe marking the aforementioned northerly right of way line of Franconia Road and the easterly line of the aforementioned 10 foot outlet road of the Fairfax County Redevelopment and Housing Authority; thence with the said 10 foot outlet road of the Fairfax County Redevelopment and Housing Authority the following courses,

1. North 01 degrees 00 minutes 34 seconds East, 165.28 feet to an iron pipe,

2. North 88 degrees 55 minutes 44 seconds West, 197.97 feet to an iron pipe,

3. North 00 degrees 50 minutes 19 seconds East, 203.14 feet to an iron pipe; thence with a southerly line of the property of Trustees of Metropolitan Open Bible Church the following courses,

1. South 89 degrees 09 minutes 41 seconds East, 165.00

2. South 88 degrees 55 minutes 44 seconds East, 197.94 feet to an iron pipe,

3. South 01 degrees 00 minutes 34 seconds West, 157.75 feet to an iron pipe; thence with the aforementioned northerly right of way line of Franconia Road the following courses,

1. South 77 degrees 09 minutes 44 seconds West, 464.77 feet to an iron pipe,

2. A curve to the left having a radius of 2420.88, a chord bearing and distance of South 74 degrees 53 minutes 40 seconds West 191.60 feet and an arc length of 191.65 feet to the point of beginning, containing 7.43165 acres of land.

**PARCEL "A-1":** Described on a plat of Survey made by Matthews & Wheatley, Surveyors, recorded in Deed Book 4124 at pages 479 through 481, of the Land Records of Fairfax County, Virginia, as follows:

**BEGINNING** at an iron pipe marking the aforementioned northerly right of way line of Franconia Road and the easterly line of the aforementioned 10 foot outlet road of the Fairfax County Redevelopment and Housing Authority; thence with the said 10 foot outlet road of the Fairfax County Redevelopment and Housing Authority the following courses,

1. North 01 degrees 00 minutes 34 seconds East, 165.28 feet to an iron pipe,

2. North 88 degrees 55 minutes 44 seconds West, 197.97 feet to an iron pipe,

3. North 00 degrees 50 minutes 19 seconds East, 203.14 feet to an iron pipe; thence with a southerly line of the property of Trustees of Metropolitan Open Bible Church the following courses,

1. South 89 degrees 09 minutes 41 seconds East, 165.00 feet to an iron pipe,

2. South 30 degrees 23 minutes 01 seconds East, 216.00 feet to an iron pipe,

3. South 00 degrees 05 minutes 28 seconds West, 164.66 feet to an iron pipe; thence with the aforementioned northerly right of way line of Franconia Road South 77 degrees 09 minutes 44 seconds West, 84.02 feet to the point of beginning, containing 1.34461 acres of land.

**PARCEL "A-2": Described as:**

**BEGINNING** at a point on the northerly line of Franconia Road (Route #644), said point also being the easterly line of the land of Stanley Levine, Trustee, formerly Hardy; thence departing the Northerly line of Franconia Road and running with the easterly and northerly lines of Levine North 01 degrees 00 minutes 14 seconds East, 188.53 feet to a point and North 88 degrees 56 minutes 04 seconds West, 198.10 feet to a point in the easterly line of the land of Stanley Levine, Trustee, formerly Mason; thence departing the northerly line of Levine and running with the easterly line of Levine, formerly Mason, Reinhart and Blevins, North 00 degrees 50 minutes 19 seconds East, 418.75 feet to a point being the northeast corner of the Levine property; thence departing the easterly line of Levine in an easterly direction South 81 degrees 46 minutes 59 seconds East, 10.08 feet to a point in the westerly line of Monticello Woods; thence in a southerly direction with the said westerly line of Monticello Woods and continuing with the westerly lines of the lands of The Metropolitan Open Bible Church and Stanley Levin, Trustee, formerly Rogers, Malcolm and Blanche South 00 degrees 50 minutes 19 seconds West, 408.75 feet to a point in a southerly line of the land of Stanley Levine, Trustee, formerly Rogers, Malcolm and Blanche; thence departing the westerly line of Levine and running with said southerly line and continuing with another westerly line of Levine, South 88 degrees 56 minutes 04 seconds East, 198.13 feet to a point and South 01 degrees 00 minutes 14 seconds West, 196.06 feet to a point in the aforementioned northerly line of Franconia Road; thence departing said westerly line of Levine and running with the northerly line of Franconia Road South 77 degrees 10 minutes 56 seconds West, 10.30 feet to the point of beginning; **LESS AND EXCEPTING THEREFROM, HOWEVER,** that portion of said parcel which has heretofore been conveyed to the Commonwealth of Virginia for the widening of Franconia Road, State Route #644.

(d) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners as described in the Declaration of Covenants.

(e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

(f) "Declarant" shall mean and refer to Springfield Square Limited Partnership, a Virginia Limited Partnership, its successors and assigns, if such successors or assigns should acquire more than one improved lot for the purpose of resale.

(g) "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions applicable to the Property and recorded or to be recorded among the Land Records of Fairfax County, Virginia, as the same may be amended from time to time as therein provided.

### ARTICLE III

This Association does not contemplate pecuniary gain or profit, direct or indirect, to the members thereof, and the specific purposes for which it is formed are to provide for or assure maintenance, preservation and architectural control of the Property, and to promote the health, safety and welfare of the Owners within the Property. For this purpose, the Association shall have the power and authority to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, said Declaration being incorporated herein as if set forth at length and made a part hereof;

(b) Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expense in connection therewith, including all office expenses, licenses, taxes or governmental charges levied or imposed against the property of the Association and all other expenses incident to the conduct of the affairs 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 mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Association 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;

(f) Have and exercise any and all powers, rights and privileges which a non-stock, non-profit corporation organized under the laws of the Commonwealth of Virginia by law may now or hereafter have or exercise; and

(g) Insofar as permitted by law, do any other thing that in the opinion of the Board of Directors will promote the common benefit and enjoyment of the occupants of the Property.

### ARTICLE IV

~~This Association is not authorized to issue any capital stock and shall not be operated for profit. The Association does not anticipate~~

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(d) Borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred;

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(g) Insofar as permitted by law, do any other thing that in the opinion of the Board of Directors will promote the common benefit and enjoyment of the occupants of the Property.

### ARTICLE IV

This Association is not authorized to issue any capital stock and shall not be operated for profit. The Association does not anticipate distributing dividends, gains or profits to its members.

ARTICLE V

Every person or entity who is a record owner of a fee or undivided fee interest of any Lot, including contract sellers, shall be a member of the Association; provided that any such person or entity who or which holds such interest merely as security for the performance of an obligation shall not be a member. Ownership of the requisite property interest shall be the sole qualification for membership. Upon evidence being presented to the Board of Directors by the applicant of its ownership of a Lot, said applicant shall be admitted to membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

ARTICLE VI

Every Owner shall have a right and easement of enjoyment in and to the Common Area as limited by the Declaration of Covenants, Conditions and Restrictions recorded on the property which shall be appurtenant to and shall pass with the title to every Lot, for purposes of ingress and egress to and from this Lot.

ARTICLE VII

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. Class B member(s) shall be the Declarant and shall be entitled to three 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 December 31, 1980.

ARTICLE VIII

The affairs of the Association shall be managed by a Board of Directors

Directors by the applicant of its ownership of a Lot, said applicant shall be admitted to membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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Class B. Class B member(s) shall be the Declarant and shall be entitled to three 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 December 31, 1980.

#### ARTICLE VIII

The affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) members who shall be designated by the Declarant and who shall hold office until the election of their successors at the



first annual meeting of the members of the Association, and annually thereafter.

ARTICLE IX

The address of the Association's registered office is 4048 University Drive, Suite 105, Fairfax (City) Virginia. The name of the Association's registered agent at such address is Lawrence D. Huntsman, Esquire, who is a resident of Virginia and a member of the Virginia State Bar.

ARTICLE X

The Association shall exist perpetually, unless dissolved as hereafter provided.

ARTICLE XI

The Articles may be amended in accordance with the laws of the Commonwealth of Virginia, provided that the voting and quorum requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provisions, and provided further that no amendment shall be effective to impair or dilute any rights of members that are governed by the Declaration, namely, voting rights, membership and use of Common Area, which are part of the property interest created thereby, provided said exemptions from amendment shall not be contrary to the laws of the Commonwealth of Virginia.

ARTICLE XII

The names and addresses of those persons initially designated by the Declarant to act as Directors until the election of their successors:

<u>NAME</u>	<u>ADDRESS</u>
Wallace F. Holladay	1720 Wisconsin Avenue, N. W. Washington, D. C. 20007
Wallace F. Holladay, Jr.	1720 Wisconsin Avenue, N. W. Washington, D. C. 20007
LeRoy Eakin III	1720 Wisconsin Avenue, N. W. Washington, D. C. 20007

ARTICLE XIII

The address of the Association's registered office is 4048 University Drive, Suite 105, Fairfax (City) Virginia. The name of the Association's registered agent at such address is Lawrence D. Huntsman, Esquire, who is a resident of Virginia and a member of the Virginia State Bar.

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#### ARTICLE XII

The names and addresses of those persons initially designated by the Declarant to act as Directors until the election of their successors:

<u>NAME</u>	<u>ADDRESS</u>
Wallace F. Holladay	1720 Wisconsin Avenue, N. W. Washington, D. C. 20007
Wallace F. Holladay, Jr.	1720 Wisconsin Avenue, N. W. Washington, D. C. 20007
LeRoy Eakin III	1720 Wisconsin Avenue, N. W. Washington, D. C. 20007

#### ARTICLE XIII

No members of this Association shall have any personal liability for the debts and obligations of the Association.

ARTICLE XIV

The names and addresses, including street and number, of each incorporator is:

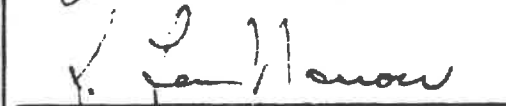
<u>NAME</u>	<u>ADDRESS</u>
Joseph B. Gildenhorn	1220 Nineteenth Street, N. W. Washington, D. C. 20036
S. Lee Narrow	1220 Nineteenth Street, N. W. Washington, D. C. 20036
Robert Braunohler	1220 Nineteenth Street, N. W. Washington, D. C. 20036

ARTICLE XV

The dissolution of the Association, merger of the Association with other non-profit associations organized for the same or similar purposes, or mortgage by the Association of any of the Common Area, shall require the affirmative vote of more than two-thirds (2/3) of all members.

  
\_\_\_\_\_  
Joseph B. Gildenhorn

1220 Nineteenth Street, N. W.  
Washington, D. C. 20036

  
\_\_\_\_\_  
S. Lee Narrow

1220 Nineteenth Street, N. W.  
Washington, D. C. 20036

  
\_\_\_\_\_  
Robert Braunohler

1220 Nineteenth Street, N. W.  
Washington, D. C. 20036

Dated: Aug. 12, 1977

District of Columbia } ss:

I, Martha W. Roberts, a Notary Public hereby certify

that on the 12<sup>th</sup> day of Aug. , 1977, personally appeared before me:

Joseph B. Gildenhorn, S. Lee Narrow, and Robert Braunohler,

who declared that they signed the foregoing document as incorporators, and

that the statements therein contained are true.

NAME

ADDRESS

Joseph B. Gildenhorn

1220 Nineteenth Street, N. W.  
Washington, D. C. 20036

S. Lee Narrow

1220 Nineteenth Street, N. W.  
Washington, D. C. 20036

Robert Braunohler

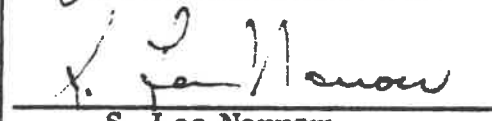
1220 Nineteenth Street, N. W.  
Washington, D. C. 20036

ARTICLE XV

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Joseph B. Gildenhorn

1220 Nineteenth Street, N. W.  
Washington, D. C. 20036

  
\_\_\_\_\_  
S. Lee Narrow

1220 Nineteenth Street, N. W.  
Washington, D. C. 20036

  
\_\_\_\_\_  
Robert Braunohler

1220 Nineteenth Street, N. W.  
Washington, D. C. 20036

Dated: Aug. 12, 1977

District of Columbia } ss:

I, Martha W. Roberts, a Notary Public hereby certify

that on the 12<sup>th</sup> day of Aug. , 1977 , personally appeared before me:

Joseph B. Gildenhorn, S. Lee Narrow, and Robert Braunohler,

who declared that they signed the foregoing document as incorporators, and

that the statements therein contained are true.



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

My Commission Expires  
on April 14, 1981

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

**AT RICHMOND,  
August 16, 1977**

The accompanying articles having been delivered to the State Corporation Commission on behalf of  
**Springfield Square Home Owners Association, Inc.**

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

**ORDERED** that this **CERTIFICATE OF INCORPORATION** be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

Upon the completion of such recordation, this order and the articles shall be forwarded for recordation in the office of the clerk of the **Circuit Court of Fairfax County**

STATE CORPORATION COMMISSION  
By *June Brackshue*  
Commissioner

**VIRGINIA:**

In the Clerk's Office of the **Circuit Court of Fairfax County**

The foregoing certificate (including the accompanying articles) has been duly recorded in my office this *2nd* day of *September 1977* and is now returned to the State Corporation Commission by certified mail.

*Linda A. Capodaglio*  
Clerk

## **SECTION VII**

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**BY-LAWS**

AMENDED AND RESTATED BY-LAWS  
SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location

Section 1. Name and Location. The name of the Association is as follows:

SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION, INC.

Its principal office and mailing address is initially located at:

c/o The Holladay Corporation  
3209-11 M Street, N. W.  
Washington, D. C. 20007

ARTICLE II

Definitions

Springfield Square HOA  
c/o Wiener Bros. Inc.  
5330 Wisconsin Ave  
Cherry Chase MD 20815

Section 1. Declarant. "Declarant", as used herein means: SPRINGFIELD SQUARE LIMITED PARTNERSHIP, a limited partnership, organized and existing under the laws of the Commonwealth of Virginia.

Section 2. The Project. The "project" as used herein, means that certain community being developed by the Declarant in Fairfax County, Virginia known as SPRINGFIELD SQUARE.

Section 3. Declaration. "Declaration" as used herein, means that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions made by the Declarant and others on the day of 1978, which Amended and Restated Declaration of Covenants, Conditions and Restrictions was recorded on the day of 1978, in Deed Book at page among the Land Records for Fairfax County, Virginia.

Section 4. Mortgagee. "Mortgagee", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. As used in these By-Laws, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in these By-Laws, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, mutual savings banks, credit unions, trusts, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in these By-Laws the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 5. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended all other terms used herein shall have the same meaning as they are defined to have in the Declaration.



ARTICLE III

Membership

**Section 1. Membership.** The Association shall have two classes of voting membership which shall be known as "Class A" and "Class B":

(a) There shall be 116 Class A memberships in the Association. With the exception of the Declarant, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is part of the premises described in Article II of the Declaration, or which otherwise becomes subject by the covenants set forth in the Declaration to assessments by the Association, shall be a Class A member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote for each lot in which such member holds the interest required for Class A membership.

(b) There shall be 232 Class B memberships in the Association. The Class B member shall be the Declarant, its nominee or nominees, and shall include each person, group of persons, corporation, partnership, trust or legal entity, or any combination thereof, who shall obtain any Class B membership which it holds. Each Class B membership shall lapse and become a nullity on the first to happen on the following events:

- (i) thirty (30) days following the date on which the total authorized, issued and outstanding Class A memberships equal 116; ; or
- (ii) on January 1, 1982; or
- (iii) upon the surrender of said Class B memberships by the then holders thereof for cancellation of the books of the Association.

Upon the lapse or surrender of any of the Class B memberships as provided for in this Article, the Declarant shall thereafter remain a Class A member of the Association as to each and every lot in which the Declarant then holds the interest otherwise required for such Class A membership.

The members of the Association shall have no preemptive rights, as such members, to acquire any memberships of this Association that may at any time be issued by the Association except as may be specifically provided in this Article.

**Section 2. Membership Certificates.** In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Association is organized under the laws of the Commonwealth of Virginia, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the lot to which such membership is appurtenant. Every membership certificate shall be signed by the President or a Vice President or the Secretary or an Assistant Secretary and shall be sealed with the corporate seal. Such signatures and seal may be original or facsimile.

**Section 3. Lost Certificates.** The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the

Association and alleged to have been destroyed or lost, upon the making of an affidavit of the fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as condition precedent of the issuance thereof, require the registered holder or holders of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Association a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Association on account of the issuance of such new certificate.

**Section 4. Liquidation Rights.** In the event of any voluntary or involuntary dissolution of the Association each Class A member of the Association shall be entitled to receive out of the assets of the Association available for distributions to the members an amount equal to that proportion of such assets which the number of Class A memberships held by such member bears to the total number of Class A memberships of the Association then issued and outstanding.

#### ARTICLE IV

##### Meeting of Members

**Section 1. Place of Meeting.** Meeting of the memberships shall be held at the principal office or place of business of the Association or at such other suitable place within the Commonwealth of Virginia which is reasonably convenient to the membership and as may from time to time be designated by the Board of Directors.

**Section 2. Annual Meetings.** The first annual meeting of the members of the Association shall be held at such time and place as may be designated by the Board of Directors; provided, however, that the first annual meeting of members shall be held within one (1) year from the date upon which the Amended and Restated Declaration of Covenants, Conditions and Restrictions identified in Section 3 of Article II of these By-Laws was recorded among the Land Records for Fairfax County, Virginia. Thereafter, the annual meetings of the members shall be held during the month of June of each succeeding year. At such meeting there shall be elected by ballot of the members of a Board of Directors in accordance with the requirements of Article V of these By-Laws. The members may also transact such other business 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 at least twenty five percent (25%) of each class of the then members, having been presented to the Secretary; provided, however, that no special meetings shall be called, except upon resolution of the Board of Directors, prior to the first annual meeting of members as hereinabove provided for. 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 as to where it is to be held, to each member of record, at his address as it appears on the membership books of the Association or, if no such address appears, at his last known place of address, at least ten (10) but not more than ninety (90) days prior to such meeting. Notice by either such method shall be considered as notice served. Attendance by any member at a meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof. Notice of any annual or special meeting of the members of the Association may also be waived by any member either prior to, at or after any such meeting.

**Section 5. Roster of Membership.** The Board of Directors of the Association shall maintain a current roster of the names and addresses of each member to which written notice of meetings of the members of the Association shall be delivered or mailed. Each unit owner shall furnish the Board of Directors with his name and current mailing address.

**Section 6. Quorum.** The presence, either in person or by proxy, of members representing at least twenty-five percent (25%) of the then members of record, shall be requisite for, and shall constitute a quorum for the transaction of business of all meetings of members. If the number of members at a meeting drops below the quorum and the question of lack of a quorum is raised, no business may thereafter be transacted.

**Section 7. Adjourned Meetings.** If any meetings of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

**Section 8. Voting.** At every meeting of the members, each Class A member shall have the right to cast one (1) vote for each Class B membership which he owns on each question. The vote of the members representing fifty-one percent (51%) of the total of the votes of the membership present at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding the question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting. Any such certificate shall remain valid until revoked or superseded in writing. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A member shall be eligible to vote, either in person or by proxy, or to be selected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Whenever in these By-Laws any action is required to be taken by a specified percentage of "each class of the then members" of the Association, then such action shall be required to be taken separately by the specified percentage of the votes of the then outstanding Class A members of the Association and the specified percentage of the votes of the then outstanding Class B members of the Association. Whenever in these By-Laws any action is required to be taken by a specified percentage of "both classes of the then members" of the Association or a specified percentage of the "then members" of the Association, then such action shall be required to be taken by a specified percentage of the votes of the then outstanding cumulative membership of the Association.

**Section 9. Proxies.** A member may appoint any other member or the Declarant or the Management Agent as his proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the member.

**Section 10. Rights of Mortgagees.** Any institutional mortgagee of any lot who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the members upon request made in writing to the Secretary.

**Section 11. Order of Business.** The order of business at all regularly scheduled meetings of the members shall be as follows:

- (a) Roll call and certificate of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of minutes of preceding meeting, if any.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Election or appointment of inspectors of election.
- (i) Election of directors.
- (j) Adjournment.

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

**Section 12. Rules of Order and Procedure.** The rules of order and all other matters of procedure at all annual and special meetings of the members shall be determined by the Chairman of such meeting.

**Section 13. Inspectors of Election.** The Board of Directors may, in advance of any annual or special meeting of the members appoint an uneven number of one or more inspectors of the election to act at the meeting and at any adjournment thereof. In the event inspectors are not so appointed, the Chairman of any annual or special meeting of members shall appoint such inspectors of election. Each inspector so appointed, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector of election at such meeting. The oath so taken shall be filed with the Secretary of the Association. No officer or Director of the Association, and no candidate for Director of the Association, shall act as an inspector of election at any meeting of the members if one of the purposes of such meeting is to elect Directors.

ARTICLE V

Directors

Section 1. Number and Qualifications. The affairs of the Association, shall be governed by the Board of Directors composed of an uneven number of at least five (5) natural persons and not more than nine (9) natural persons, a majority of whom (after the lapse of all of the Class B memberships as provided in Article III of these By-Laws) shall be members of the Association.

Prior to the lapse of all of the Class B memberships as provided in Article III of these By-Laws, the number of Directors shall be determined, from time to time, by a vote of the initial Directors hereinafter named. Thereafter, the number of Directors shall be determined by a vote of the members at the annual meeting of the members and the number of Directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director.

Section 2. Initial Directors. The initial Directors shall be selected by the Declarant and need not be members of the Association. The names of the Directors who shall act as such until the successors are duly chosen and qualified, whichever, shall last occur, are as set forth in the Articles of Incorporation of the Association, i.e.,

Section 3. 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 the Declaration or these By-Laws directed to be exercised and done by the members. The powers and the duties of the Board of Directors shall include, but shall not be limited to, the following:

To provide for the

(a) care, upkeep and surveillance of the common areas and community facilities and services in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(b) establishment, collection, use and expenditure of assessments and carrying charges from the members and for the assessment, the filing and enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(c) designated, hiring and dismissal of the personnel necessary for the good working order and proper care of the common areas and community facilities and to provide services for the project in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the common areas and community facilities by the members and others, all of which shall be consistent with the law and the provisions of these By-Laws and the Declaration; and

(e) authorization, in their discretion, of the payment of patronage refunds from residual receipts when and as reflected in the annual report; and

(f) to enter into agreements whereby the Association acquires leaseholds, memberships and other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the members and to declare expenses incurred in connection therewith to be common expenses of the Association; and

(g) to purchase such policies of insurance as shall from time to time be considered appropriate by the Board of Directors, including, without limitation, casualty insurance, public liability insurance, workmen's compensation insurance to the extent necessary to comply with any applicable law, so-called "legal expense indemnity insurance" affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim or cause of action to which any such officer or Director shall have been made a party by reason of his or her service as such, fidelity coverage and the like; and

(h) to repair, restore or reconstruct all or any part of the common areas and community facilities after any casualty loss in a manner consistent with law and the provisions of these By-Laws and to otherwise improve the common areas and community facilities; and

(i) to lease, grant licenses, easements, rights-of-way and other rights of use in all or any part of the common areas and community facilities; and

(j) to purchase lots and to lease, mortgage or convey the same, subject to the provisions of these By-Laws and the Declaration; and requiring two-third (2/3) approval at membership.

(k) to appoint the members of the Architectural and Environmental Control Committee provided for in the Declaration and to appoint the members of such other committees as the Board of Directors may from time to time designate.

**Section 4. Management Agent.** The Board of Directors shall employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Association shall not undertake "self-management" or otherwise fail to employ a management agent or manager without the prior written approval of all the institutional holders of all first mortgages on the lots. Any management agreement entered into by the Association shall provide, *inter alia*, that such agreement may be terminated, with or without cause, by either party upon ninety (90) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

**Section 5. Nomination.** Nomination for election to the Board of Directors shall be made by a Nomination Committee. Nominations may also be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairman, who shall be a member of the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nomination Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

**Section 6. Election and Term of Office.** The term of the Directors named herein shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. The election of Directors shall be by secret written ballot, unless balloting is dispensed with by the unanimous consent of the members present at the meeting, in person or by proxy. There shall be no cumulative voting. At the first annual meeting of the members, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years

and the term of office of the other Director or Directors shall be fixed for 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. In the alternative, the membership may, by resolution duly made and adopted at the first annual meeting of members, or at any subsequent annual meeting, resolve to fix the term for each Director elected at any such meeting at one (1) year. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 7. Vacancies. Vacancies in the Board of Directors 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 by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 8. Resignation and Removal of Directors. Any Director may resign at any time upon written notice to the Board of Directors. At an annual meeting of members, or at any special meeting duly called for such purpose (but only after the lapse of all of the Class B memberships as provided in Article III of these By-Laws) any Director may be removed with or without cause by the affirmative vote of the majority, and a successor may then and there be elected to fill the vacancy this 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 is a Class A member of the Association and who becomes more than sixty (60) days delinquent in payment of any assessments or carrying charges due the Association may be terminated by resolution of the remaining Directors and the remaining Directors shall appoint this successor as provided in this Article.

Section 9. Compensation. No compensation shall be paid to Directors for their services as Directors. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Directors.

Section 10. Organization Meeting. The first meeting of a 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, provided a majority of the whole Board of Directors shall be present at such first meeting.

Section 11. 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 four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meetings.

Section 12. Special Meetings. Special meetings of the Board of Directors may be called by the President of three (3) days' notice of each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place 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 one-half (1/2) of the Directors.

Section 13. Waiver of Notice. Before, at or after 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 of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors

are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 14. Quorum. 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 any 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 from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 15. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 16. Rights of Mortgagees. Any institutional mortgagee of any lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members of the Board of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 17. Fidelity Bonds. The Board of Directors may require that all officers, Directors and employees of the Association and of the Management Agent regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty. The premiums on such bonds or insurance shall be paid by the Association.



5821 0869-A

IN WITNESS WHEREOF, the undersigned, being the President of the Board of Directors of SPRINGFIELD SQUARE HOMEOWNERS ASSOCIATION, INC. has hereunto set his hand and seal this \_\_\_\_\_ day of 1983 and does hereby certify that these Amended and Restated Bylaws have been duly adopted as the Bylaws of SPRINGFIELD SQUARE HOMEOWNERS ASSOCIATION, INC.

Tim Toepke  
Tim Toepke, President

Subscribed and sworn to before me this 24TH day of AUGUST, 1983.

Penelope P. Kenyon  
Notary Public

My Commission expires: 3-12-85

RECORDED W/CERTIFICATE ANNEXED  
1983 AUG 24 PM 3:55  
FAIRFAX COUNTY, VA.  
TESTE: James E. Hooper  
CLERK

# SECTION VIII

**SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION  
POLICY RESOLUTION NUMBER 1  
RULES FOR THE USE OF THE COMMON AREAS  
(Revised March 2010)**

**WHEREAS**, Article IV, Section 1 (c) and Article VII, Section 10 of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions (hereinafter "Declaration") and Article V, Section 3 (d) of the Amended and Restated By-Laws (hereinafter "By-Laws") of the Springfield Square Home Owners Association, Inc. (hereinafter the "Association") grant the Board of Directors the power to adopt and publish rules and regulations governing the use of the property and the conduct of the Association members and their guests therein;

**WHEREAS**, Section 55-515 of the Virginia Property Owners' Association Act, Code of Virginia (1950, as amended) (the "Act") and Article VII, Section 10 of the Declaration charge all lot owners and their tenants, guests and invitees with compliance with the Declaration, By-Laws, Rules and Regulations (the "Governing Documents") of the Association as amended; and

**WHEREAS**, Section 55-513 B. of the Act and Article IV, Section 1 (d) of the Declaration provide the Association, through its Board of Directors, with the power to suspend voting rights and the rights to use the Common Areas and community facilities of the Association and to assess charges for violations of the Governing Documents, for which the lot owner or his or her family members, tenants, guests or other invitees are responsible.

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Board of Directors by the Act, the Governing Documents and this Resolution, which supersedes and replaces the Policy Resolution Number 1, Rules for the Use of the Common Areas, revised March 2003, is hereby empowered to assure and afford proper use and protection of the Common Areas. This Resolution will become effective on **April 1, 2010**.

1. Parents and guardians are responsible for the safety and actions of their children and their guests while playing on the Common Areas.
2. There shall be no destruction of any kind to the Common Areas (owners will be held responsible for any damages caused by their tenants, their children and/or their guests).
3. For liability and safety reasons, residents **cannot** use the streets or parking areas for recreational activities, including, but not limited to, ball playing of any kind, skating, skateboarding, rollerblading, or the use of a motorless scooter. Playing ball on the sidewalk is prohibited.
4. Skating, skateboarding, rollerblading, bicycling, or the use of a motorless scooter will be permitted on the sidewalks, however, consistent with Fairfax County law, helmets, kneepads and shoes are required. Care must be taken to avoid injury to other pedestrians.
5. Bicycle riding is not permitted on the grassy areas. Consistent with Fairfax County law helmets are required while riding a bicycle.
6. No motorized vehicles of any kind, except authorized maintenance or emergency vehicles are permitted on the Common Areas, other than paved roads and parking areas.
7. Persons using the Common Areas between the hours of 9 p.m. and 9 a.m. must refrain from loud and boisterous activity, and at all other times must not disturb the community residents.

8. **Trash/Recycling/Litter:**

- a. **Trash Days** - Trash is picked up Monday and Thursday mornings. Trash may only be placed outside **AFTER DARK** on Sunday and Wednesday evenings, or on the morning of the trash pick up. Do not place trash out after the trash contractor has picked up the trash.
- b. **Holiday Trash** – Trash **will not** be picked up on Thursday, Thanksgiving Day, and/or Christmas Day and New Years Day, if these holidays fall on Monday or Thursday. Trash will be picked up the next regular scheduled trash pick up day.
- c. **Trash Containers** – Trash must be secured in a closed/sealed trash bag, or placed in a trashcan with a tight-fitting lid, in order to prevent spillage. No exposed waste is permitted because it attracts animals, pests, and birds. Trashcans must be removed and properly stored after pick up on the day of the trash pick up.
- d. **Trash Location** – Bagged trash and trashcan containers must be placed on grassy areas next to the streetlights.
- e. **Contractor's Materials/Trash** – Contractor material/trash **will not** be picked up by the trash contractor. The Contractor is responsible for the removal of their materials/trash and the unit owner will be held responsible for the removal of any contractor material/trash placed out for the trash contractor to pick up.
- f. **Recycling** – Recycling is picked up on Thursday morning and may only be placed outside **AFTER DARK** on Wednesday evening, or on the morning of recycling pick up. Recycling must be placed in a recycling container obtained from the trash and recycling contractor. Do not place recycling out after the contractor has picked up the recycling.
- g. **Holiday Recycling** – Recycling **will not** be picked up on Thursday, Thanksgiving Day and/or Christmas Day and New Years Day, if these days fall on Thursday. Recycling will be picked up the next regular scheduled recycling pick up day.
- h. **Recycling Location** – Recycling containers must be placed near the sidewalk in front of your house (do not block the sidewalk) or on the paved areas.
- i. **Storage of Trash and Recycling Containers** – Trash and recycling containers shall not be stored in the front of a residence or on any Common Areas. Containers may only be stored either inside the unit or in the rear of the unit.
- j. **Trash and Recycling During Inclement Weather** - Trash and recycling will not be picked up on the regular schedule during inclement weather (icy conditions, large amounts of snow, etc.), therefore, please do not place trash and recycling out for pick up.
- k. **Items not Removed** – Any trash/recycling not picked up by the contractor must be removed by the resident.
- l. **Litter on Lots** – Residents are responsible for disposing of any litter that blows onto their lot.
- m. **Litter on Common Areas** – Residents shall not litter (including trash and cigarette butts) on any Common Area, Common sidewalk or parking lot.

- n. **Special Trash Pick Up** – Large items, such as, furniture, bedding, and appliances will not be picked up. Owners/residents are responsible for the scheduling of and payment for, any special pick up of large items that the trash contractor will not pick up. Any owner/resident that is reported placing items out for pick up and the trash contractor does not pick the items up, will be held responsible for the cost to have the items removed.
  - o. **Tree Limbs/Shrubs** – Limbs/shrubs must be cut, bundled, and tied, not to exceed 6 feet in length. Owner is responsible for removal of these items if contractor does not pick them up.
  - p. **Household Hazardous Waste** – **Do not place the following Household Hazardous Waste in regular trash:** Acids, aerosol sprays, gasoline, oil and brake fluids, windshield wiper fluid, batteries (most gas stations will take car batteries at no charge), cleaning products (polishes, rust removers, floor care products), coal tar products (driveway, foundation and roof sealers), wood treatment and wood sealers, fluorescent light bulbs, glue (solvent-based), propane tanks, small hand type torches, varnish and stains, inks and dyes, mercury, moth balls, nail polish/remover, oil based paint and paint thinner, poisons, pool chemicals, dead animals, and yard products (pesticides, herbicides, fungicides, weed killers). **For more information and hours of operation, contact Fairfax County Household Hazardous Waste at 703-324-5068, site locations are 9850 Furnace Road, Lorton, VA and 4618 West Ox Road, Fairfax VA. If you are a Fairfax County resident, there is no charge to dispose of household hazardous waste.**
  - q. **Not Permitted** - Accumulation, storage, or burning of trash.
9. **Resident Snow Removal** – Owner/resident is responsible for the following:
- a. Removal of the snow from the sidewalk in front of their unit.
  - b. Removal of the snow from their assigned parking spaces.
  - c. Moving the snow to the unit owner’s front yard and/or to a trash site (ensuring that you do not block the street, and positioning the snow so it is not plowed behind the vehicles again).
  - d. Do not put snow in your neighbor’s assigned parking spaces or front yard.
  - e. Do not put snow in the streets, as it will be plowed behind the vehicles again.
  - f. **Do not park the front of your vehicle(s) over the sidewalks because the salt/chemicals under your vehicle(s) drips on the sidewalk and damages the concrete sidewalk.**
  - g. **Owners are responsible for any damage to the sidewalk and their assigned parking spaces as a result of applying the wrong chemical to melt the ice.**
10. **Vehicle repairs are prohibited except for the following:**
- a. Minor emergency maintenance, such as, replacing light bulbs, dead battery or flat tires.
  - b. Ordinary light maintenance, such as, spark plugs or electrical repairs.
  - c. Normal cleaning is permitted, provided there is no damage, soiling, leakage or obstruction to the Common Areas.
11. No vehicles leaking fluids (oil, anti-freeze and/or transmission fluids), which causes soiling or damage to the Common Areas shall be permitted. Unit owners are responsible for cleaning fluid spots from their assigned parking spaces.
12. Homeowners are responsible for damages caused by their trees, tree roots, and shrubs growing under the sidewalks causing concrete damage and/or drainage problems.
13. Homeowners are responsible for the removal of all trees, tree roots, limbs, and shrubs from their property as a result of snow, storms, and wind damage. Homeowners are also responsible for the removal of their trees, tree roots, limbs, and shrubs from the Common Areas.

14. **Portable-On-Demand-Storage (PODS)** - are not permitted because the Association's insurance will not cover the damages to the Common Areas.
15. **Rental Properties** - Homeowners who lease their property must provide a copy of their lease and obtain from the lessee a written agreement to abide by the community rules and submit copies of their lease and written agreement to the Management Company within 30-days after leasing their property.
16. All plants, topsoil, or humus are to be left undisturbed on the Common Areas. Planting, cutting and/or digging up of any plants or trees on the Common Areas must be approved by the Board.
17. No alteration of any kind to the Common Areas may be made without prior approval by the Board.
18. The speed limit for all Springfield Square streets (including the access road) and parking areas is fifteen miles-per-hour (15 MPH).
19. Individual yard and moving sales must be approved by the Board. As determined by the Board, one community yard sale may be held each year.
20. Consistent with Fairfax County law neither firearms nor air guns are to be carried onto or discharged on the Common Areas.
21. Nothing shall be stored upon any of the Common Areas.
22. No signs may be posted on the Common Areas without prior written consent of the Board (except one real estate sign and directional signs during an open house). A temporary real estate sign not exceeding 6 square feet in area may be placed on the lot while for sale or rent but must be removed promptly following the sale or rental.
23. No structure, trailer, tent, shack, or other building shall be maintained upon any Common Areas at any time. No clothing, laundry, or the like shall be hung upon any of the Common Areas.
24. The cooking or preparation of food is not permitted upon any portion of the Common Areas except in connection with such community activities as may be sponsored by the Springfield Square Home Owners Association.
25. No Solicitation or distribution of flyers without written prior approval of the Board (with the exception of ice cream vendors who must display a valid Fairfax County Solicitation License).
26. Springfield Square is private property and there shall be no trespassing and/or loitering on the Common Areas at any time. Non-residents on the Common Areas must provide a name and unit number that they are visiting and that unit owner is held responsible for their actions.

**Enforcement: The Board reserves the right to use some or all remedies and may impose damage assessments, rules violation assessment charges, revoke parking, use or service privileges and to take such other legal or administrative action as may be determined appropriate, for any and all violations of the Common Area rules.**

Note: The provisions of the Resolution supplement provisions of the "Amended and Restated Declaration of Covenants, Conditions, and Restrictions" (the "Declaration") and Bylaws; this Resolution should be read in conjunction with the Declaration and Bylaws.

**SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION, INC.  
RESOLUTION ACTION RECORD**

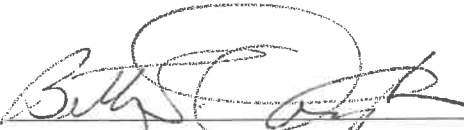
Resolution Type: Policy      Number: 1

Pertaining to: Rules for the Use of the Common Areas

Duly adopted at a meeting of the Board of Directors held on **March 4, 2010.**

Motion by: Betty O'Loughlin      Seconded by: Steven Enriquez


VOTE:  
YES   NO   ABSTAIN   ABSENT

  
Betty S. O'Loughlin, President

\_\_\_\_\_  
Maurits Roos, Vice President

\_\_\_\_\_  
           

  
Konstantina Gadonas, Secretary

\_\_\_\_\_  
Treasurer - Vacant

\_\_\_\_\_  
           

  
Steven R. Enriquez, Member

ATTEST:  
  
Secretary

3-4-10  
Date

FILE:

Book of Minutes: **March 4, 2010**

Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Regulatory	_____	_____
Special	_____	_____
General	_____	_____

Resolution effective: **April 1, 2010**

SPRINGFIELD SQUARE HOMEOWNERS ASSOCIATION  
c/o Northern Virginia Management  
4306 Evergreen Lane, Suite 101  
Annandale, VA 22003  
(703) 941-9002 FAX (703) 941-9005  
[nvm@northernvirginiamanagement.com](mailto:nvm@northernvirginiamanagement.com) (e-mail and web page)

DATE: June 13, 2017

TO: All Homeowners  
Springfield Square Homeowners Association

SUBJECT: Trash and Recycling Survey Results / Revised Common Area Policy Resolution Number 1

Based on the Trash and Recycling Survey Results, the Springfield Square Homeowners Association Board of Directors (Board) voted as follows during the June 1, 2017, meeting:

- **ALL UNITS ARE REQUIRED TO USE A TRASHCAN(S), WITH A SECURE LID, AND WITH THE UNIT NUMBER ON THE TRASHCAN(S). TRASH MAY NOT BE LEFT OUT FOR PICK-UP IN BAGS! TRASH MAY BE PLACED OUT AFTER 8:30 PM THE NIGHT BEFORE PICK-UP. LARGE ITEMS, SUCH AS BUT NOT LIMITED TO, FURNITURE, DRYWALL, PLYWOOD, ETC., DOES NOT HAVE TO BE PLACED IN A TRASHCAN(S). TRASH LOCATIONS REMAIN THE SAME. ALL BACK YARD TRASH MUST BE IN A TRASHCAN(S) WITH A SECURE LID. RANDOM INSPECTIONS WILL BE CONDUCTED.**
- **RECYCLING MAY BE PLACED OUT AFTER 8:30 PM ON WEDNESDAY NIGHT OR THE MORNING OF PICK-UP. RECYCLING MUST BE CLEAN AND FREE OF FOOD RESIDUE.**
- **PER FAIRFAX COUNTY, YARD WASTE SUCH AS GRASS TRIMMINGS, LEAVES, ETC., MUST BE PLACED OUT IN PAPER BAGS OR TRASHCANS AND CLEARLY MARKED "YARD WASTE" ON THE PAPER BAGS OR TRASHCANS.**
- **ATTACHED IS THE REVISED COMMON AREA POLICY RESOLUTION NUMBER 1, EFFECTIVE JULY 1, 2017, WHICH REPLACES THE MARCH 2010 VERSION.**
- **IT IS THE OWNER'S RESPONSIBILITY TO PROVIDE THEIR TENANTS WITH THE RULES AND REGULATIONS OF THE ASSOCIATION, AND FOR ENSURING THAT THEY ARE IN COMPLIANCE.**

**RESIDENTS THAT DO NOT ABIDE BY THE ABOVE RULES WILL BE SUBJECT TO A BOARD HEARING AND A \$50.00 ASSESSMENT PER VIOLATION! RESIDENTS PLEASE REPORT VIOLATORS OF THE ABOVE RULES – YOU WILL REMAIN ANONYMOUS!**

**FOR YOUR INFORMATION - BASED ON THE RENTING OF VISITOR SPACES SURVEY RESULTS, VISITOR SPACES WILL NOT BE RENTED.**

We encourage your most serious attention to this matter. If you have any questions, we ask that you please contact our office.

Sincerely,

Northern Virginia Management  
Acting as the Management Agent for the  
Springfield Square Homeowners Association



**SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION  
POLICY RESOLUTION NUMBER 1  
RULES FOR THE USE OF THE COMMON AREAS  
(Revised June 8, 2017)**

**WHEREAS**, Article IV, Section 1 (c) and Article VII, Section 10 of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions (hereinafter "Declaration") and Article V, Section 3 (d) of the Amended and Restated By-Laws (hereinafter "By-Laws") of the Springfield Square Home Owners Association, Inc. (hereinafter the "Association") grant the Board of Directors the power to adopt and publish rules and regulations governing the use of the property and the conduct of the Association members and their guests therein;

**WHEREAS**, Section 55-515 of the Virginia Property Owners' Association Act, Code of Virginia (1950, as amended) (the "Act") and Article VII, Section 10 of the Declaration charge all lot owners and their tenants, guests and invitees with compliance with the Declaration, By-Laws, Rules and Regulations (the "Governing Documents") of the Association as amended; and

**WHEREAS**, Section 55-513 B. of the Act and Article IV, Section 1 (d) of the Declaration provide the Association, through its Board of Directors, with the power to suspend voting rights and the rights to use the Common Areas and community facilities of the Association and to assess charges for violations of the Governing Documents, for which the lot owner or his or her family members, tenants, guests or other invitees are responsible.

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Board of Directors by the Act, the Governing Documents and this Resolution, which supersedes and replaces the Policy Resolution Number 1, Rules for the Use of the Common Areas, revised June 8, 2017, is hereby empowered to assure and afford proper use and protection of the Common Areas. This Resolution will become effective on **July 1, 2017**

1. Parents and guardians are responsible for the safety and actions of their children and their guests while playing on the Common Areas. Children are prohibited from going into any unit's back yard to retrieve their ball, without permission of owner/resident, as this is trespassing.  
**(Revised June 8, 2017)**
2. There shall be no destruction of any kind to the Common Areas (owners will be held responsible for any damages caused by their tenants, their children and/or their guests).
3. For liability and safety reasons, residents **cannot** use the streets or parking areas for recreational activities, including, but not limited to, ball playing of any kind, skating, skateboarding, rollerblading, or the use of a motorless scooter. Playing ball on the sidewalk is prohibited.
4. Skating, skateboarding, rollerblading, bicycling, or the use of a motorless scooter will be permitted on the sidewalks, however, consistent with Fairfax County law, helmets, kneepads and shoes are required. Care must be taken to avoid injury to other pedestrians.
5. Bicycle riding is not permitted on the grassy areas. Consistent with Fairfax County law helmets are required while riding a bicycle.
6. No motorized vehicles of any kind, except authorized maintenance or emergency vehicles are permitted on the Common Areas, other than paved roads and parking areas.
7. Persons using the Common Areas between the hours of 9 p.m. and 9 a.m. must refrain from loud and boisterous activity, and at all other times must not disturb the community residents.

8. **Trash/Recycling/Litter:**

- a. **Trash Days** - Trash is picked up Monday and Thursday mornings. **TRASH MAY BE PLACED OUTSIDE AFTER 8:30 PM ON SUNDAY AND WEDNESDAY EVENINGS OR ON THE MORNING OF THE TRASH PICK-UP.** Do not place trash out after the trash contractor has picked up the trash. **(Revised June 8, 2017)**
- b. **Holiday Trash** – Trash **will not** be picked up on July 4<sup>th</sup>, Thanksgiving Day, Christmas Day and New Years Day, if these holidays fall on Monday or Thursday. Trash will be picked up the next regular scheduled trash pick up day. **(Revised June 8, 2017)**
- c. **Trash Containers** – ALL UNITS ARE REQUIRED TO USE A TRASHCAN(S) WITH A SECURE LID, WITH THE UNIT NUMBER ON THE TRASHCAN(S). LARGE ITEMS, SUCH AS, BUT NOT LIMITED TO, FURNITURE, DRYWALL, PLYWOOD, ETC., DOES NOT HAVE TO BE IN A TRASHCAN(S). NO EXPOSED WASTE IS PERMITTED BECAUSE IT ATTRACTS ANIMALS, RODENTS, PESTS, AND BIRDS. TRASHCANS MUST BE REMOVED FROM THE COMMON AREA ON THE DAY OF TRASH PICK-UP AND STORED IN THE BACK YARD. . TIRES WILL NOT BE PICKED-UP. TRASH BAGS ARE NOT PERMITTED. **(Revised June 8, 2017)**
- d. **Trash Location** – Trashcan(s) must be placed on grassy areas next to the streetlights. **(Revised June 8, 2017)**
- e. **Contractor's Materials/Trash** – Contractor material/trash **will not** be picked up by the trash contractor. The Contractor is responsible for the removal of their materials/trash and the unit owner will be held responsible for the removal of any contractor material/trash placed out for the trash contractor to pick up.
- f. **Recycling** – Recycling is picked up on Thursday morning **ONLY** and may be placed outside **AFTER 8:30 PM** on Wednesday evening, or on the morning of recycling pick up. Recycling must be placed in a recycling container obtained from the trash and recycling contractor, with the exception of cardboard boxes and they must be broken down. **RECYCLING MUST BE CLEAN WITH NO FOOD RESIDUE (No exposed waste is permitted because it attracts animals, pests, rodents, and birds).** Do not place recycling out after the contractor has picked up the recycling. **(Revised June 8, 2017)**
- g. **Holiday Recycling** – Recycling **will not** be picked up on July 4<sup>th</sup>; Thanksgiving Day, Christmas Day and New Years Day, if these days fall on Thursday. Recycling will be picked up the next regular scheduled recycling pick up day. **(Revised June 8, 2017)**
- h. **Recycling Location** – Recycling containers must be placed near the sidewalk in front of your house (do not block the sidewalk) or on the paved areas.
- i. **Storage of Trash and Recycling Containers** – Trashcans and recycling containers must be removed from the Common Area on the day of pick-up. Trashcans and recycling containers **MUST NOT** be stored in the front of the unit or on any Common Areas. Trash and recycling containers **MUST** be stored either inside the unit or in the back yard of the unit. **(Revised June 8, 2017)**

- j. **Trash and Recycling During Inclement Weather** - Trash and recycling will not be picked up on the regular schedule during inclement weather (icy conditions, large amounts of snow, etc.), therefore, please do not place trash and recycling out for pick up.
  - k. **Yard Waste** – Per Fairfax County, yard waste such as grass trimmings, leaves, etc., must be placed in PAPER BAGS or TRASHCANS and marked ‘YARD WASTE’ on the paper bags or trashcans. **(Revised June 8, 2017)**
  - l. **Items not Removed** – Any trash/recycling not picked up by the contractor must be removed by the resident.
  - m. **Litter on Lots** – Residents are responsible for disposing of any litter that blows onto their lot.
  - n. **Litter on Common Areas** – Residents shall not litter (including trash and cigarette butts) on any Common Area, Common sidewalk or parking lot.
  - o. **Special Trash Pick Up** – Owners/residents are responsible for the scheduling of and payment for, any special pick up of large items such as, but not limited to, furniture, bedding, and appliances that the trash contractor will not pick up. Any owner/resident that is reported placing items out for pick up and the trash contractor does not pick the items up, will be held responsible for the cost to have the items removed. **(Revised June 8, 2017)**
  - p. **Tree Limbs/Shrubs** – Limbs/shrubs must be cut, bundled, and tied, not to exceed 6 feet in length. Owner is responsible for removal of these items if contractor does not pick them up.
  - q. **Household Hazardous Waste – Do not place the following Household Hazardous Waste in regular trash:** Acids, aerosol sprays, gasoline, oil and brake fluids, windshield wiper fluid, batteries (most gas stations will take car batteries at no charge), cleaning products (polishes, rust removers, floor care products), coal tar products (driveway, foundation and roof sealers), wood treatment and wood sealers, fluorescent light bulbs, glue (solvent-based), propane tanks, small hand type torches, varnish and stains, inks and dyes, mercury, moth balls, nail polish/remover, oil based paint and paint thinner, poisons, pool chemicals, dead animals, and yard products (pesticides, herbicides, fungicides, weed killers). **For more information and hours of operation, contact Fairfax County Household Hazardous Waste at 703-324-5068, site locations are 9850 Furnace Road, Lorton, VA and 4618 West Ox Road, Fairfax VA. If you are a Fairfax County resident, there is no charge to dispose of household hazardous waste.**
  - r. **Not Permitted** - Accumulation, storage, or burning of trash.
9. **Resident Snow Removal** – Owner/resident is responsible for the following:
- a. Removal of the snow from the sidewalk in front of their unit.
  - b. Removal of the snow from their assigned parking spaces.
  - c. Moving the snow to the unit owner’s front yard and/or to a trash site (ensuring that you do not block the street, and positioning the snow so it is not plowed behind the vehicles again).
  - d. Do not put snow in your neighbor’s assigned parking spaces, or front yards.
  - e. Do not put snow in the streets, as it will be plowed behind the vehicles again.
  - f. Do not put snow in the visitor spaces.
  - g. **Owners are responsible for any damage to the sidewalk and their assigned parking spaces as a result of applying the wrong chemical to melt the ice. (Revised June 8, 2017)**

10. **Vehicle repairs are prohibited except for the following:**
  - a. Minor emergency maintenance, such as, replacing light bulbs, dead battery or flat tires.
  - b. Ordinary light maintenance, such as, spark plugs or electrical repairs.
  - c. Normal cleaning is permitted, provided there is no damage, soiling, leakage or obstruction to the Common Areas.
11. No vehicles leaking fluids (oil, anti-freeze and/or transmission fluids), which causes soiling or damage to the Common Areas shall be permitted. Unit owners are responsible for cleaning fluid spots from their assigned parking spaces.
12. Homeowners are responsible for damages caused by their trees, tree roots, and shrubs growing under the sidewalks causing concrete damage and/or drainage problems.
13. Homeowners are responsible for the removal of all trees, tree roots, limbs, and shrubs from their property as a result of snow, storms, and wind damage. Homeowners are also responsible for the removal of their trees, tree roots/limbs, tree limbs hanging over the sidewalks or parking spaces, leaves, shrubs, etc., from the Common Areas. *(Revised June 8, 2017)*
14. **Portable-On-Demand-Storage (PODS)** - are not permitted because the Association's insurance will not cover the damages to the Common Areas.
15. **Rental Properties** - Homeowners who lease their property must provide a copy of their lease and obtain from the lessee a written agreement to abide by the community rules and submit copies of their lease and written agreement to the Management Company within 30-days after leasing their property.
16. All plants, topsoil, or humus are to be left undisturbed on the Common Areas. Planting, cutting and/or digging up of any plants or trees on the Common Areas must be approved by the Board.
17. No alteration of any kind to the Common Areas may be made without prior approval by the Board.
18. The speed limit for all Springfield Square streets (including the access road) and parking areas is fifteen miles-per-hour (15 MPH).
19. Individual yard and moving sales must be approved by the Board. As determined by the Board, one community yard sale may be held each year.
20. Consistent with Fairfax County law neither firearms nor air guns are to be carried onto or discharged on the Common Areas.
21. Nothing shall be stored upon any of the Common Areas.
22. No signs may be posted on the Common Areas without prior written consent of the Board (except one real estate sign and directional signs during an open house). A temporary real estate sign not exceeding 6 square feet in area may be placed on the lot while for sale or rent but must be removed promptly following the sale or rental.
23. No structure, trailer, tent, shack, or other building shall be maintained upon any Common Areas at any time. No clothing, laundry, or the like shall be hung upon any of the Common Areas.

24. The cooking or preparation of food is not permitted upon any portion of the Common Areas except in connection with such community activities as may be sponsored by the Springfield Square Home Owners Association.
25. No Solicitation or distribution of flyers without written prior approval of the Board (with the exception of ice cream vendors who must display a valid Fairfax County Solicitation License).
26. Springfield Square is private property and there shall be no trespassing and/or loitering on the Common Areas at any time. Non-residents on the Common Areas must provide a name and unit number that they are visiting and that unit owner is held responsible for their actions.

**Enforcement:**

**The Board reserves the right to use some or all remedies and may impose damage assessments, rules violation assessment charges, revoke parking, use or service privileges and to take such other legal or administrative action as may be determined appropriate, for any and all violations of the Common Area rules.**

Note: The provisions of the Resolution supplement provisions of the “Amended and Restated Declaration of Covenants, Conditions, and Restrictions” (the “Declaration”) and Bylaws; this Resolution should be read in conjunction with the Declaration and Bylaws.

**SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION  
PARKING POLICY RESOLUTION NUMBER 2  
(Amended March 7, 2013)**

WHEREAS, Article V, Section 3 of the Bylaws assigns the Board of Directors (Board) with all of the powers and duties necessary for the administration of the affairs of the Springfield Square Home Owners Association (Association) and further states that the Board may do all such acts and things that are not by the Declaration or these Bylaws directed to be exercised and done by the Unit Owners; and

WHEREAS, Article V, Section 3(d) of the Bylaws enables the Board to adopt any rules and policies deemed proper respecting the use, occupancy, and maintenance of the Association; and

WHEREAS, to assure equitable parking arrangements and safe and attractive parking areas, the Board wishes to establish this Parking Policy Resolution (Resolution);

NOW THEREFORE, BE IT RESOLVED THAT the following policies be adopted by the Board to become effective as of **April 1, 2013**:

**1. Parking Rights:**

- a. Each unit is entitled to **two** reserved parking spaces. A two or three digit number painted on the face of the curb of the sidewalk or asphalt designates the reserved parking spaces. Unit owners are responsible for monitoring and having vehicles towed from their reserved spaces.
- b. Each unit has **one** "Visitor Tag" with the same or a similar number as one of their reserved parking space numbers. **The "Visitor Tag" will be used for visitor parking only.** At all times, the "Visitor Tag" must be displayed, on the rear view mirror with the **"Visitor Tag" number facing the front of the vehicle**, while parked in a designated "Visitor" space. Vehicles parked in a visitor space without a Visitor Tag and/or a Visitor Tag not visible are subject to towing.
- c. First request for replacement of a lost "Visitor Tag" will cost \$25.00 and \$50.00 for the second replacement tag. Request for replacement of a third tag will result in a hearing by the Board and may result in loss of visitor parking privileges.
- d. New buyers are responsible for obtaining the "Visitor Tag" from the seller. Failure to do so will result in a \$25.00 replacement charge.
- e. Duplication of the "Visitor Tag" is prohibited and will result in immediate towing and revocation of your parking privileges for up to 180-days.
- f. Use of the "Visitor Tag" to park a third vehicle that belongs to an owner/resident in a designated "Visitor" space is prohibited and may result in revocation of your parking privileges for up to 180-days.

- g. Use of the "Visitor Tag" for a visitor in a designated "Visitor" space for more than 14-consecutive days may result in revocation of your parking privileges for up to 180-days unless prior written approval of the Board is obtained. **Parking for 14-consecutive days, and skipping a day or two, and parking another 14-consecutive days is prohibited, and/or parking one day and skipping one day is included in the 14-consecutive days. Repeat violator's are subject to loss of visitor parking privileges.**
- h. It is the responsibility of the owners/residents that have more than **two** vehicles to arrange for parking their additional vehicles elsewhere/off-site.
- i. Each owner/resident may call the Association's towing company for towing unwanted vehicles from their reserved parking spaces **if the Agreement referenced in Section 3, Sanctions for Non-Compliance, Paragraph b has been signed and a copy has been provided to the Management Company.**

2. **Rules for Use of the Common Areas:**

- a. Commercial vehicles are prohibited from parking in the Community/Common Areas. Commercial vehicles are defined as but not limited to vehicles: (1) which are used for business or trade purposes, rather than solely private, personal use, and (2) which display or are equipped with any or all of the following: writing, insignia, signs, lights (other than standard lights required by the Commonwealth of Virginia Vehicle Code); ornaments, protrusions, commercial plates or tags, racks, business or commercial equipment of any type or nature, ladders and/or sideboards on the vehicles which extend beyond the body of the vehicles, and oversized vehicles.

The commercial prohibition does not apply to commercial contractor's vehicles making repairs at a unit, such as, but not limited to, plumbing, electrical, heating/air conditioning, and house cleaning services, etc. Commercial contractors are prohibited from parking overnight. **Commercial contractors parked in a visitor space without a "Visitor Tag" are subject to towing without notice.**

- b. Each vehicle must be parked in such a manner as to occupy a **single parking space** (exception to this rule would be an owner with one vehicle parking in the center of his/her two reserved spaces). Parking three vehicles in your two reserved spaces is prohibited and subject to towing without notice.
- c. No boats, trailers, campers, recreation vehicles, junk, **oversized vehicles (vehicles that are longer and/or wider than a parking space)**, equipment or bicycles may be parked or kept on the Common Areas.

Exception to the oversized vehicle rule is moving trucks, such as Budget, Penske, U-Haul, etc., and overnight parking is permitted for units that are moving in or moving out of the Community.

- d. No vehicle leaking fluids (oil, anti-freeze, gasoline and/or transmissions fluids) which causes soiling/damage shall be permitted to park in the Community/Common Areas.
- e. Parking or driving on any Common Areas other than paved areas is prohibited **(which means no parking or driving on any grassy area)**.
- f. All vehicles parked on the Common Areas that are subject to the licensing, inspection, and county registration laws of the State of Virginia/Fairfax County must display **current** license plates/decals, safety inspection and/or County registration.
- g. All vehicles parked on the Common Areas owned by individuals in the military, or others that are not subject to the licensing, inspection, and county registration laws of the State of Virginia and Fairfax County must display current license plates from the jurisdiction in which the vehicle is required to be licensed. If the jurisdiction in which the vehicle is required to be licensed requires current inspection or county registration decals, the required decals must be displayed on the vehicle.
- h. All vehicle repairs are prohibited except for the following:
  - 2(h) 1. Minor emergency maintenance, such as, replacing a dead battery or flat tire.
  - 2(h) 2. Ordinary light maintenance (excludes all fluid changes, painting and any other actions that might damage or soil the Common Areas).
  - 2(h) 3. Normal cleaning is permitted, provided there is no damage, soiling or obstruction to the Common Areas.
- i. No signs, initials, numbers, or any other additions or alterations to the parking area may be painted, displayed, or erected by any owner or resident.
- j. Property owners who rent, lease, or otherwise allow the use of their property, must provide a copy of their lease and obtain a written agreement in which the non-owner resident agrees to comply with, and be subject to this Resolution. Copies of the written agreement and lease must be provided to the Management Company within fifteen days after the non-owner resident begins occupying the premises. The Association may revoke the reserved parking spaces of the owner for failure to comply with this Resolution pursuant to the procedures in the Association's Due Process Resolution.
- k. Any vehicle which becomes a nuisance from car horns or alarms may be towed immediately without notice.
- m. Portable-On-Demand-Storage (PODS) are prohibited because the Association's insurance will not cover damages to the Common Areas.

**3. Sanctions for Non-Compliance:**

- a. Vehicles parked in a reserved parking space without permission of the resident or owner entitled to park in a reserved parking space are subject to towing without



prior notice, at the sole and exclusive expense and risk of the owner and operator of any offending vehicle. The resident or owner entitled to park in a reserved parking space is responsible to arrange for the offending vehicle to be removed from the reserved parking space by contacting, the towing company designated for such purpose by the Board, provided that the owner or resident has completed the Agreement referenced in 3 b. If no agreement has been signed, the owner or resident must call the Management Company to have the vehicle towed.

- b. Exhibit "A" to the Parking Resolution/Towing Indemnification Agreement, authorizes the owner or resident entitled to park in a reserved space to remove unauthorized vehicles **ONLY** from the owner's or resident's reserved spaces. For verification and authorization, the owner or resident will be required to provide the towing company with his or her name, unit address, parking space numbers, identification issued by the Department of Motor Vehicles, and a description/tag number of the vehicle(s) parked without permission in the reserved parking space.
- c. The Association may tow any vehicle that is parked in violation of the foregoing rules without notice. The Association's decision to give notice in a particular circumstance does not give any vehicle owner or operator right to prior notice in any other circumstance or at any other time.

4. **Relief from Sanctions:**

For good cause shown, the Board may grant the right temporarily to park or keep any specified vehicle or property in contravention of the foregoing rules. The Board may specify the number of days during which its permission shall remain valid.

5. **Enforcement of the Regulations:**

Alleged or actual breaches of the foregoing parking rules are subject to appropriate action pursuant to the Association's Due Process Resolution in addition or in lieu of towing.

6. **Association Not Responsible:**

Nothing in this Resolution shall be construed to hold the Association or the Board responsible for damage to vehicles or loss of property from vehicles parking on or towed from the Association property.

7. **Revocation of Parking Privileges:**

The Board reserves the right to revoke **all** parking privileges in those instances where owners are negligent in complying with the Bylaws, Covenants, and/or restrictions of the Association's governing documents.

8. **Construction of This Parking Policy Resolution:**

The provisions of this Resolution supplement provisions of the "Amended and Restated Declaration of Covenants, Conditions and Restrictions" (Declaration) and this Resolution should be read in conjunction with the Declaration.

EXHIBIT A

PARKING POLICY RESOLUTION

TOWING INDEMNIFICATION AGREEMENT

I/We on behalf of all owners and residents of the Lot identified below in the Springfield Square Home Owners Association, Inc. (the "Association") hereby agree to comply with all Association parking rules and the terms of this Agreement. I/We agree to advise and ensure the compliance of my/our Lot's residents and guests with the Association's parking rules and use of reserved parking spaces.

I/We, acknowledge that I/We have authority to call ONLY the towing company designated by the Association in order to remove unauthorized vehicles from my/our reserved parking spaces ONLY. I/WE ASSUME ALL RESPONSIBILITY AND INDEMNIFY THE ASSOCIATION FOR ANY DAMAGES OR CLAIMS MADE AGAINST THE ASSOCIATION ARISING IN ANY WAY OUT OF MY/OUR REQUEST OR AUTHORIZATION OF THE ASSOCIATION'S TOWING COMPANY TO REMOVE A VEHICLE FROM THE ASSOCIATION PROPERTY.

I/WE UNDERSTAND THAT THIS FORM MUST BE COMPLETED AND PROVIDED TO THE ASSOCIATION'S MANAGEMENT COMPANY BEFORE HAVING ANY VEHICLES TOWED FROM MY/OUR RESERVED PARKING SPACES.

I/We understand that when I/We contact the Association's towing company to tow vehicles from my/our reserved parking spaces, I/We will have to provide the following verification and authorization information prior to any vehicles being towed: (1) my/our name(s), (2) unit address, (3) identification issued by the Department of Motor Vehicles, (4) parking space numbers, and (5) a description/tag number of the vehicle(s) parked without permission.

\_\_\_\_\_  
Lot Owner's Signature                      Date                      Resident's Signature                      Date

\_\_\_\_\_  
Lot Owner's Signature                      Date                      Resident's Signature                      Date

Lot No. \_\_\_\_\_                      Parking Space Nos. \_\_\_\_\_ / \_\_\_\_\_

Lot Address \_\_\_\_\_

Address if different than Lot \_\_\_\_\_

**SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION, INC.  
RESOLUTION ACTION RECORD**

Resolution Type: Policy Number: 2

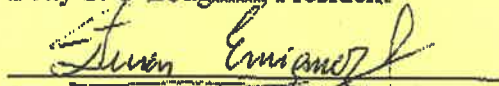
Pertaining to: Parking Policy

Duly adopted at a meeting of the Board of Directors held on March 7, 2013.

Motion by: BETTY S O LOUGHLIN Seconded by: STEVEN R. ENRIQUETA


VOTE:  
YES NO ABSTAIN ABSENT

  
Betty S. O'Loughlin, President

  
Steven R. Enriquez, Vice President

Secretary - Vacant

  
Mary J. Steele, Treasurer

  
Konstantina Gadonas, Member

ATTEST:

  
Secretary

3/7/2013  
Date

FILE:

Book of Minutes: March 7, 2013

Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Regulatory	_____	_____
Special	_____	_____
General	_____	_____

Resolution effective: April 1, 2013

**SPRINGFIELD SQUARE HOMEOWNERS ASSOCIATION**

**VISITOR TAG REPLACEMENT FORM**

**OWNER (PLEASE PRINT)** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**ADDRESS IF OTHER THAN ABOVE** \_\_\_\_\_

\_\_\_\_\_

**WHY ARE YOU REQUESTING A NEW VISITOR TAG, PLEASE EXPLAIN?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REQUEST #1** \_\_\_\_\_ **#2** \_\_\_\_\_ **#3** \_\_\_\_\_

**PARKING SPACE NUMBERS** \_\_\_\_\_ / \_\_\_\_\_ **VISITOR TAG NUMBER** \_\_\_\_\_

**AMOUNT PAID** \_\_\_\_\_ **TELEPHONE #** \_\_\_\_\_

**SIGNATURE OF OWNER**

**DATE**

**SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION  
POLICY RESOLUTION NUMBER 3  
USE OF THE COMMON AREAS – HOUSEHOLD PET POLICY  
(Revised March 2003)**

WHEREAS, Article V, Section 3 of the Bylaws assigns the Board of Directors (Board) with all of the powers and duties necessary for the administration of the affairs of the Springfield Square Home Owners Association (Association) and further states that the Board may do all such acts and things that are not by the Amended and Restated Declaration of Covenants, Conditions and Restrictions (“Declaration”) or these Bylaws directed to be exercised and done by the Unit Owners;

WHEREAS, Article VII, Sections 2 and 10 of the Declaration and Article V, Section 3(d) of the Bylaws enables the Board to adopt any rules and policies deemed proper respecting the use, occupancy, and maintenance of the lots and the Association;

WHEREAS, Article VII, Section 7 (b) of the Declaration establishes general requirements for pets;

WHEREAS, in order to assure proper regulation of pets, the Board wishes to establish a pet policy;

NOW THEREFORE, BE IT RESOLVED THAT the following pet policies be adopted by the Board to become effective as of May 1, 2003:

1. Subject to limitations below, generally recognized house pets may be kept and maintained in a living unit, provided such pets are not kept or maintained for commercial reasons. No owner may keep a type of pet that would otherwise be prohibited by Fairfax County or the Commonwealth of Virginia.
2. When on any of the Common Areas, an animal must be carried or on a leash at all times and attended by a responsible person.

3. Owners are responsible for the removal of any and all wastes from their animals on the Common Areas.
4. No animal may be leashed to any stationary object on the Common Areas.
5. Pet owners are responsible for any property damage, injury, and disturbances their pet(s) may cause or inflict. Animals that create a nuisance may be required to be removed from the Association upon thirty (30) days' notice after a hearing. Animals creating a safety concern for other residents or their pets may be legally enjoined by court action from remaining in the property without waiting for thirty (30) days.
6. Every female dog while in heat shall be kept confined in a building or secure enclosure by its owner in such a manner that she will neither be in contact with another dog (except for intentional non-commercial breeding purposes) nor create a nuisance by attracting other animals.
7. Property owners who lease their property must obtain from the leasee a written agreement to abide by these rules and submit a copy of such agreement to the Board.
8. Stray dogs will be reported to the Fairfax Animal Control.
9. Stray cats will be taken to the animal shelter.
10. Penalties for violation of applicable local ordinances may be enforced by the locality without regard to any remedies pursued by the ASSOCIATION.
11. The maintenance, keeping, boarding or raising of animals (other than common domestic pets as described above), livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any lot or within any dwelling.
12. No more than 2 adult dogs and/or no more than 3 adult cats shall be permitted in any living unit other than those in residence as of April 14, 2003. Those in residence as of April 14, 2003 may be allowed to remain but may not be replaced.

**Enforcement:**

**The Board reserves the right to use some or all remedies and may impose damage assessments, rules violation charges, revoke parking, use or service privileges and to take such other legal or administrative action as may be determined appropriate, for any and all violations of these pet rules.**

NOTE: The provisions of this Resolution supplement provisions of the "Amended and Restated Declaration of Covenants, Conditions, and Restrictions" (the Declaration) and Bylaws: this resolution should be read in conjunction with the Declaration and Bylaws.

**SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION  
POLICY RESOLUTION NO. 4  
ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE RULES  
(Revised March 2010)**

**WHEREAS**, Article V, Section 3 of the Bylaws assigns the Board of Directors (Board) with all of the powers and duties necessary for the administration of the affairs of the Association and further states that the BOARD may do all such acts and things as are not by law or by the Declaration of these Bylaws directed to be exercised by the members.

**WHEREAS**, the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS shall herein be referred to as the COVENANTS; and

**WHEREAS**, Article VII, Section 1 of the COVENANTS states that all modifications to the outside of your home and property must be approved in writing by the Architectural and Environmental Control Committee (AECC), which is designated by the BOARD; and

**WHEREAS**, the AECC has petitioned the BOARD to give blanket approval to certain changes and to define the mechanism for obtaining approval for items not covered by the blanket approval.

**NOW THEREFORE, BE IT RESOLVED THAT** the following rules, which include and supercede the Architectural guidelines of April 28, 1980, are hereby adopted, and become effective **April 1, 2010**.

**I. BLANKET APPROVAL:**

**Blanket approval is granted for the following changes:**

- a. **Lamp/Light Fixture:** must be of colonial style or design and be approximately 12 to 20 inches high and must match the color scheme of your exterior unit. No part of a lamp/light fixture shall cover the address board. Solid Polished Brass, black or white lamps/light fixtures are acceptable as follows:
- |           |       |                |              |
|-----------|-------|----------------|--------------|
| • #252577 | Brass |                | (Home Depot) |
| • #475616 | Brass |                | (Home Depot) |
| • #240336 | Black | Dusk to Dawn   | (Home Depot) |
| • #240339 | White | Dusk to Dawn   | (Home Depot) |
| • #248523 | Black | Motion Sensing | (Home Depot) |
| • #248560 | Brass | Motion Sensing | (Home Depot) |
- b. **Address Boards:** must be aligned under the lamp/light fixture and measure **4 to 5 inches wide and 12 inches long by .75 to 1 inch deep, and all sides are smooth with no curved edges and no designs.** The address board must match the exterior color scheme of your unit.
- c. **Address Numbers:** must be 2 or 3 inch **Solid Polished Brass** and mounted on the address board.

d. **Mailboxes:** must be aligned with the address board/lamp/light fixture and match either the color of the lamp/light fixture or they may be painted to match the color of the address board as follows:

- #483703 Brass (Home Depot)
- #812593 Black (Home Depot)
- #155151 Brass (Lowe's)
- #57021 Black (Lowe's)

e. Wrought Iron Rails Repair/Paint: sand, primer, paint (**must be painted glossy black**).

f. Door/dead bolt locks, doorknockers, and peepholes (**must be plain/undecorated of Solid Polished Brass**).

g. Picnic tables with umbrellas (MAY-OCT only) in rear yards.

h. Decorative fencing to the height of 12 inches (maximum) around flowerbeds.

i. Hoses stored on hose caddies in the rear yard.

j. Seasonal decorations may be displayed but must be removed when the seasonal event is over.

k. Flowers in the front and rear yards (no flowers, plants, bushes or trees may be planted in the Common Areas). Flower height is limited to 24 inches in the front yard and to the height of the fence in the rear yard.

l. Lawn furniture, barbecue equipment, toys and bikes (such equipment shall not be left in the front yard or Common Areas overnight).

m. Children's wading pools (6 inches depth maximum) in the rear yard. Pools must be emptied at the end of each day for safety and health (mosquito/Nile Virus) reasons.

n. Vegetable gardens in rear yards (**no vegetable gardens in front yards**). Such gardens are limited to 25 square feet and no plant shall exceed the height of the fence or grow in the fence.

o. **Approved Paint Colors:** All colors listed are Benjamin Moore Paints:

- |                            |   |
|----------------------------|---|
| <b>NAVAJO WHITE:</b>       | Approved for bay windows, trim, shutters, doors and chimney fireboxes.  |
| <b>RICHMOND BISQUE:</b>    | Approved for bay windows, trim, shutters, doors and chimney fireboxes.  |
| <b>CHARLESTON BROWN:</b>   | Approved for bay window roof, shutters, and front doors.  |
| <b>TUDOR BROWN:</b>        | Approved for copper/metal roofs, bay window roof, shutters, front doors, smoke stack and metal flange over chimney firebox.   |
| <b>HAMILTON BLUE:</b>      | Approved for bay window roof, shutters, and front doors.  |
| <b>LAFAYETTE GREEN</b>     |   |
| <b>Or TARRYTOWN GREEN:</b> | Approved for bay window roof, shutters, and front doors.  |
| <b>BLACK:</b>              | Approved for bay window roof, shutters, front doors, smoke stack, metal flange over chimney firebox, and wrought iron rails ( <b>wrought iron rails must be painted glossy black</b> ). |



**SANDRIFT**

**Or BUTTE BEIGE:** Approved for shutters, front doors, and chimney firebox.

**CLASSIC BURGUNDY:** Approved for bay window roof, shutters, and front doors.

The term "trim" refers to the wood or sliding around the windows, doors, roof, gutters, downspouts and address board. **Paint bay window roof, shutters, and front door to match.** If you choose one color for shutters and another for the door, you must first obtain approval from the AECC Committee. If you wish to request approval for a color change, you must submit a color chip with your request. The nearest Benjamin Moore Paint dealer is:

**JERRY'S PAINT AND WALLPAPER**  
6715-A Backlick Road  
Springfield, VA 22150  
Phone: (703) 569-2622

**II. All OTHER AECC CHANGES:**

**All exterior changes not granted blanket approval above must be approved by the AECC before such changes are made, such as, but not limited to: roofs, siding, address boards, address numbers, shutters, chimney smoke stack (roof), exterior lighting, fences/gates, windows, doors (front/storm/French/patio), sheds, patios, decks, wrought iron rails, concrete repairs, etc. Refer to Article 7, Section 1 of the COVENANTS for information concerning changes. All changes must meet Fairfax County regulations and building codes. The owner requesting a change shall submit details of the proposed change to the Management Company and/or the AECC in duplicate. Proposed changes submitted by non-owners, will not be considered. Owners making changes without AECC approval do so at their own risk. Owners may appeal the findings of the AECC before the Board at its regular meetings. Refer to Section VII, Article 7 of the COVENANTS for details.**

**III. FENCES/GATES GUIDELINES:**

**All fences require AECC approval (prior to change).** Fences submitted for approval must meet the following criteria:

- a. Fence must be of board design using #1 grade red or white cedar or pressure treated pine, untreated and unpainted.
- b. Fence must be constructed on or within your property lines.
- c. A gate is required. It must be a solid or board on board design using #1 grade red or white cedar or pressure treated pine untreated and unpainted. The vertical height must be the same as that of the fence. Rounded gate tops are permitted.
- d. The recommended fence height is six feet.
- e. Fence posts must be secured in 2-3 foot deep concrete filled holes. Posts may be of red or white cedar or pressure treated pine, untreated and unpainted. Caps shall be placed on the tops of all fence posts. Fences must be maintained in a safe condition.

**IV. WINDOW GUIDELINES:**

**All windows require AECC approval (prior to change).** Windows submitted for approval must meet the following criteria:

- a. **All** unit windows must be replaced at the same time (with the possible exception of the small basement window).
- b. Windows must be white vinyl.

- c. Window grid pattern must be the same as the **original** windows (**original means when the unit was built**).
- d. Submit pictures of the new windows.
- e. Submit a copy of the proposal for the new windows.

#### **V. FRONT/STORM/FRENCH/PATIO DOORS GUIDELINES:**

**All doors require AECC approval (prior to change).** Doors submitted for approval must include the following information:

- a. Submit a picture of the door(s).
- b. Provide details of the door(s), color, size, etc.
- c. Door (**includes French door**) hardware (lock/dead bolt/knocker/peephole) must be **Solid Polished Brass (Antique Brass is unacceptable)**.
- d. Submit a copy of the proposal for the new door(s).
- e. Storm door must be installed so the knob/handle is on the same side as the front door.

#### **VI. CHANGES THAT WILL NOT BE APPROVED:**

**The following changes will not be approved:**

- a. Structural changes, such as, but not limited to, walkout basement doors, full basement windows, patio door expansions, and kitchen exhaust pipes.
- b. Room air-conditioners and window fans.
- c. Exterior antennas or antenna cables.
- d. Awnings.
- e. Clothes lines or clothes trees.
- f. Big black rubber/plastic downspout extensions.

#### **VII. AECC ANNUAL INSEPCCTIONS:**

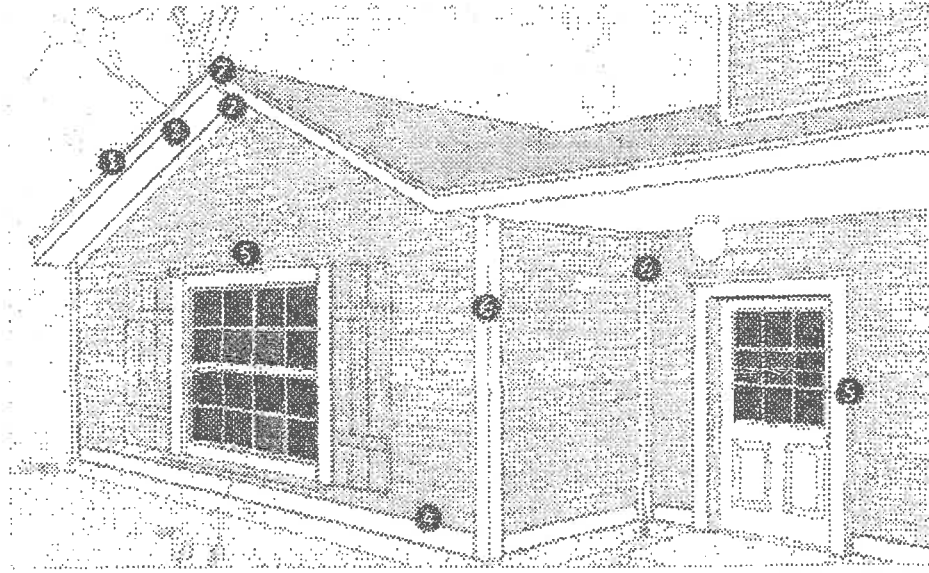
**AECC Annual Inspections are conducted each year during March for all units:**

- a. AECC Annual Inspection letters are mailed to all unit owners by late March or early April with a due date for repairs to be completed (usually within 30-90 days).
- b. Unit owners are responsible for providing the Architectural Completion Form to the Management Company (on or before the requested due date), stating their repairs have been completed.
- c. **AECC Annual Inspection Hearings are held for unit owners who do not complete their AECC annual repairs by the requested due date.**

#### **Enforcement:**

**The Board reserves the right to use some or all remedies and may impose damage assessments, rules violation assessment charges, revocation of parking, use or service privileges and to take such other legal or administrative action as may be determined appropriate, for any and all violations of the AECC rules.**

NOTE: The provisions of this Resolution supplement provisions of the "Amended and Restated Declaration of Covenants, Conditions and Restrictions" (COVENANTS). This resolution should be used in conjunction with the COVENANTS. The COVENANTS shall take priority in all instances where statements in this document conflict with them.



**1. Fascia:** A horizontal board of vertical face, usually below the edge of the roof and attached to the roof rafter tails. These boards are usually 6" – 8" wide.

**3. Soffit:** The finished underside of an eave or the underside of a beam, lintel or arch.

**7. Rake Board or Shingle Mold:** a trim board that is attached at the top front of the Fascia board to support the overhang of the roof shingles and to protect the Fascia from water drips. This board is usually 2" — 4" wide and the gutter is usually attached to this board at the eaves.

**Clean Gutter:** remove leaves and debris from inside gutter so it will drain properly.

**Clean and Paint Gutter:** remove dirt from exterior of the gutter and/or paint.

**Drain Pipe:** extension to the downspout in the front/rear yards (**big black rubber/plastic extensions are not acceptable unless they are buried and/or hidden by shrubs**).

**Firebox:** is the wood/siding fireplace box on the back of the house with shingles on the top.

**Metal Flange:** is the strip of metal above the shingles on the firebox.

**Nails/Screws:** to prevent rusting use galvanized, stainless steel, or brass nails/screws.

**Paint:** Paint bay window roof, shutters, and front door to match (requires approval).

**Rails:** remove rust by scraping (with a wire brush) sanding and wipe clean, then primed with a for metal paint. Remember to scrape, primer, and paint bottom of rails, as this will prevent rust and staining the concrete. Apply a coat of Rust-Oleum primer (for rust) and let dry. Apply two coats of **Glossy Black Rust-Oleum paint (flat black paint is unacceptable)**.

**Rust Removal:** a wire brush and (white vinegar/mild cleaner) will remove rust stains from concrete.

**Smokestack:** round upright pipe on top of the roof where the smoke from the fireplace escapes.

**Transom:** window above the front door.

**Trim:** refers to the wood or siding around windows, doors, roof, gutters, and downspouts.

**Window Sill:** concrete ledge at the bottom of window.

**FENCING:**

**Attach plot plan showing location of fence, height and material to be used: (Note: All fencing installed must comply with current height and materials guidelines.)**

**ANTENNA:**

**Give location, and type: (diagrams and schematics must be included)**

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**Signature(s):** \_\_\_\_\_

\_\_\_\_\_

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

**All approvals are for conformity to good design standards only. The Architectural Control Committee does not take responsibility for building permits, engineering, water flow and/or any other areas requiring professional or technical advice or approval.**

**ACC ACTION:**

**APPROVED** \_\_\_\_\_ **DISAPPROVED** \_\_\_\_\_

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

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

**REASON FOR DISAPPROVAL (if required):**

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**SPRINGFIELD SQUARE**  
**HOMEOWNERS ASSOCIATION**

**Request for Improvements**

To: Architectural Control Committee

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

In accordance with the Declaration and By-laws referred to in the deed covering the property described below, I/we hereby apply for written consent to make the following exterior alterations or changes to the premises:

Owner's Name:

\_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Lot # \_\_\_\_\_

**STRUCTURAL IMPROVEMENTS:**

Type of Improvement: (Attach sketch showing design, materials, dimensions, and elevations in detail)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated time of completion of this project:

\_\_\_\_\_

**EXTERIOR PAINT: (for color change only)**

Area to be painted: (include sketch, if needed, of area to be painted)

\_\_\_\_\_  
\_\_\_\_\_

Colors to be used and where: (samples must be attached for any change)

\_\_\_\_\_  
\_\_\_\_\_

**SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION  
POLICY RESOLUTION NUMBER 5  
PROPER LAWN CARE  
(Amended March 2010)**

WHEREAS, Article V, Section 3 of the Bylaws assigns the Board of Directors (Board) with all of the powers and duties necessary for the administration of the affairs of the Springfield Square Home Owners Association (Association) and further states that the Board may do all such acts and things that are not by the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") or these Bylaws directed to be exercised and done by the Lot Owners;

WHEREAS, Article VII, Sections 2 and 10 of the Declaration and Article V, Section 3(d) of the Bylaws enables the Board or its Architectural and Environmental Control Committee to adopt any rules and policies deemed proper respecting the use, occupancy, and maintenance of the Association and the lots;

WHEREAS, Article V, Section 1 of the Declaration and requires a lot owner to maintain his lot and dwelling in good order, condition and repair and in a clean, sightly and sanitary condition at all times; and

WHEREAS, in order to assure proper front and rear lawn care, the Board wishes to establish a front and rear lawn maintenance policy;

NOW THEREFORE, BE IT RESOLVED THAT the following rules concerning the owner's responsibility to properly maintain the appearance of the front and rear lawns are hereby adopted by the Board to become effective on April 1, 2010:

1. Front and/or rear lawns should be maintained at a height of not more than 4 inches.
2. Shrubs and trees must be properly maintained, including proper trimming and removal, and roots should be prevented from growing under the sidewalks.

3. The owner of a front and/or rear lawn that is not cut for an extended period, where the height of the lawn reaches 8 or more inches, will be sent a certified letter giving the owner 7 days from the date of the certified letter to comply, or the ASSOCIATION will have the front and/or rear lawn cut and will bill the owner of the property (without further notice) the actual cost but not less than \$50 for this service.
4. Prior to sending the notice referenced in 3 above, the Board or Architectural and Environmental Control Committee shall adopt a resolution calling for work to be performed by the Association at the owner's cost.
5. Such costs shall become a lien on the lot and the personal obligation of the owner, which shall be collected in the same manner as any other assessment.
6. The Association reserves the right to assess rules violation charges or seek other legal remedies for violation of this rule.

**Springfield Square Homeowners Association  
Springfield, VA 22150**

February 1, 2006

**To: All Residents**

**From: Board of Directors**

**Ref: MOVE OUT POLICY  
RESOLUTION NUMBER 6**

The Board recently approved the following move out policy resolution #6:

Effective April 1, 2006 any owner selling a home is required to pay a \$250.00 move out fee. This policy was created to ensure residents moving do not leave trash behind on the common area to clean up, or on their property for the new owner to clean up.

Once the move out is complete and the property inspected, the \$250.00 fee may be refunded in full and any associated clean up costs will be deducted prior to refund.

**Please review the enclosed resolution and add it to your homeowners files.**

**Springfield Square HOA**



**SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION  
POLICY RESOLUTION NUMBER 6  
MOVE OUT POLICY  
(February 1, 2006)**

**WHEREAS**, Article V, Section 3 of the Bylaws assigns the Board of Directors (Board) with all of the powers and duties necessary for the administration of the affairs of the Springfield Square Home Owners Association (Association) and further states that the Board may do all such acts and things that are not by the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") or these Bylaws directed to be exercised and done by the Unit Owners;

**WHEREAS**, Article VII, Sections 2 and 10 of the Declaration and Article V, Section 3(d) of the Bylaws enable the Board to adopt any rules and policies deemed proper respecting the use, occupancy, and maintenance of the lots and the Association;

**WHEREAS**, the Association wishes to adopt reasonable restrictions governing move outs and condition of property at vacancy.

**NOW THEREFORE**, the Board adopts the following restrictions and regulations for the Association hereinafter referred as the "Rules," to become effective April 1, 2006 and shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the unit, which shall supersede any previously adopted rules on the same subject matter.

**I. Definitions**

- A. Front Yards- “Shall be left clean and neat and empty of all personal belongings.”**
- B. Back yards – “Shall be left clean and neat and empty of all personal belongings.”**
- C. No personal trash, unwanted furniture or other personal property shall be left on the common area. Only household trash may be left for Association removal and as directed by current trash policy and guidelines.**
- D. Association shall collect a \$250.00 “Move Out Fee” at the time the sales contract is executed or no less than 10 days prior to the scheduled settlement date. Payment to:**
- Northern Virginia Management  
4306 Evergreen Lane, Suite 101  
Annandale, VA 22003
- E. The “Move Out Fee” may be returned in full less any possible charge(s) 15 days from settlement, upon inspection by the Property Manager and/or Board.**

SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION

RESOLUTION ACTION RECORD

RESOLUTION TYPE: POLICY RESOLUTION NUMBER SIX

PERTAINING TO: MOVE OUT POLICY

This resolution was adopted at a meeting of the Board of Directors of the Springfield Square Home Owners Association held on Tuesday, February 14, 2006.

Motion by: BETTY O'LOUGHLIN Seconded: STEVEN ENRIQUEZ

OFFICER	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>Betty O'Loughlin</u> Betty S. O'Loughlin, Pres.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Maurits Roos</u> Maurits Roos, V. P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Joe Baltrus</u> Joseph Baltrus, Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Yasmine Kanaan</u> Yasmine Kanaan, Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Steven Enriquez</u> Steven Enriquez, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FILE:

MINUTES: FEBRUARY 14, 2006

RESOLUTION EFFECTIVE: MARCH 1, 2006

SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION, INC.

REGULATORY RESOLUTION NUMBER 7

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

**WHEREAS**, Article IV, Section 1 (c) and Article VII, Section 10 of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions (hereinafter "Declaration") and Article V, Section 3 (d) of the Amended and Restated By-Laws (hereinafter "By-Laws") of the Springfield Square Home Owners Association, Inc. (hereinafter the "Association") grant the Board of Directors the power to adopt and publish rules and regulations governing the use of the property and the conduct of the Association members and their guests therein;

**WHEREAS**, Section 55-515 of the Virginia Property Owners' Association Act, Code of Virginia (1950, as amended) (the "Act") and Article VII, Section 10 of the Declaration charge all lot owners and their tenants, guests and invitees with compliance with the Declaration, By-Laws, Rules and Regulations (the "Governing Documents") of the Association as amended;

**WHEREAS**, Section 55-513 B. of the Act and Article IV, Section 1 (d) of the Declaration provide the Association, through its Board of Directors, with the power to suspend voting rights and the rights to use the common areas and community facilities of the Association and to assess charges for violations of the Governing Documents, for which the lot owner or his or her family members, tenants, guests or other invitees are responsible;

**WHEREAS**, Section 55-513 B. of the Act further provides that certain procedures must be followed before such charges or suspensions may be assessed or imposed; and

**WHEREAS**, it is the intent of the Board of Directors to enforce the Governing Documents for the benefit and protection of the Association's lot owners and residents by establishing procedures which ensure due process and consistency of enforcement.

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Board of Directors by the Act, the Governing Documents and this Resolution, which supercedes and replaces the "Special Resolution Regarding Rules Violations: Complaint and Due Process Procedures," is hereby empowered to suspend voting and/or use rights and to assess charges pursuant to Section 55-513 B. of the Act and shall impose such suspensions or assess such charges for any violation of the Governing Documents only after the following procedures have been followed. **This Resolution will become effective on November 1, 2007.**

**I. Complaint.**

A. Any lot owner, tenant, managing agent, employee or Board member who requests that the Board take action to enforce the Governing Documents shall complete, date and sign a Complaint in a form similar to and containing the information contained on Exhibit "A" hereto.

3) The alleged violation, citing provisions of the Governing Documents which allegedly have been violated.

4) That charges for violation of the Governing Documents may include assessment of up to Fifty Dollars (\$50.00) for a single offense or Ten Dollars (\$10.00) per day for any offense of a continuing nature or such greater amounts as may be authorized by the Virginia Property Owners' Association Act.

5) That the alleged violation may result in the suspension of services, facilities use and/or voting rights.

#### **IV. Hearing.**

A. The hearing shall be scheduled at a reasonable and convenient time and place within the Board of Directors' discretion.

B. The Board, within its discretion, may grant a continuance. If the lot owner for which the hearing is scheduled requests a continuance to a different time or date, no further notice shall be required.

C. The hearing need not be conducted according to technical rules of evidence applied in a court of law. The hearing shall provide the lot owner with an opportunity to be heard and to be represented by counsel.

D. The management agent, lot owner, tenant, any person lodging a complaint, and members of the hearing panel shall have the right (1) to call, examine, and cross-examine witnesses, (2) to introduce testimony and evidence, and (3) to rebut testimony and evidence, all within reasonable time limits imposed by the Board of Directors.

E. The hearing shall be conducted in private executive session unless the lot owner requests that the hearing be open to owners and residents and further provided that the chairman of the hearing body may impose a reasonable limit on the number of such persons who can be accommodated in the hearing room. During the course of any hearing held, the Board, within its discretion, may afford those residents involved with the dispute or violation an opportunity to be heard within reasonable time limits.

F. After proper notice has been given, if the lot owner fails to appear at the hearing or if no hearing is requested, the hearing or meeting may continue as scheduled and the Board may assess charges from the final compliance date of the letter, suspend use voting and/or use rights, or take such other action as may be authorized by the Governing Documents or by law.

G. If the lot owner acknowledges responsibility for the violation charged, or does not wish to contest the alleged charge, the Board may, in its discretion, dispense with a hearing after having afforded the lot owner with an opportunity for a hearing.

**Exhibit "A" to the  
Resolution on Due Process Procedures  
SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION, INC.**

Rules Violation Complaint

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

1. Name of person(s) violating rules: \_\_\_\_\_  
\_\_\_\_\_

2. Lot # of person(s) violating rules: \_\_\_\_\_  
\_\_\_\_\_

3. Are the person(s) named in question 1 tenants or owners?  
\_\_\_\_\_  
\_\_\_\_\_

4. Describe in detail how and where the rules were violated:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. When did the violation(s) occur? \_\_\_\_\_  
\_\_\_\_\_

6. Have you personally requested the lot owner and/or tenant to cease the rules violation?  
\_\_\_\_ Yes, \_\_\_\_ No, \_\_\_\_ Verbally, \_\_\_\_ By written request. When? \_\_\_\_\_

7. Name and lot number of person(s) making complaint:  
\_\_\_\_\_  
\_\_\_\_\_

8. Signature(s) \_\_\_\_\_  
\_\_\_\_\_

-----  
**FOR ASSOCIATION USE ONLY**

9. Owner: \_\_\_\_\_ Tenant: \_\_\_\_\_

10. Provision(s) of Governing Documents or Rule(s) violated:  
\_\_\_\_\_

11. Registered Name(s) of lot owner(s): \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "B" to the  
Resolution on Due Process Procedures  
SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION, INC.  
DEMAND TO CEASE AND CORRECT**

(Owner) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified that a complaint has been made against you (or your tenants) for the alleged violation of the following rules and regulations of the Association:

\_\_\_\_\_

\_\_\_\_\_

Perhaps you were not aware of the Association's rules or do not believe you are in violation, however, the rules are enforced for the benefit of all residents and to maintain property values throughout the community. You are requested to immediately cease and correct all of the above violations within ten (10) days from the date of this letter. If you need more time to make repairs, you must request additional time and notify the Board in writing as to when the repairs will be done. If you wish to contest the alleged violation and avoid imposition of charges or suspension of use rights or services you must request a hearing before the Board of Directors in writing within ten (10) days from the date of this letter. If you request a hearing, complete the bottom portion of this letter and return a copy to the Board of Directors. The Board of Directors or its agent will send you a notice by certified mail return receipt requested stating the hearing time and place. Alternatively, if you elect to cease and correct the violation within ten (10) days, please send a copy of this letter to the Board of Directors noting that the violation has been stopped or corrected. If you fail to respond to this letter and the violation persists, you may be assessed rules violation charges of up to Ten Dollars (\$10.00) per day for a continuing violation or up to Fifty Dollars (\$50.00) for each single violation without further notice. The Board may also take other legal action against you.

Sincerely,

Board of Directors

cc: Lot owner file (Tenant)

-----Return  
to:

Name: \_\_\_\_\_ Lot # \_\_\_\_\_

\_\_\_\_ I hereby request a hearing before the Board to contest the violation.

\_\_\_\_ I have ceased and/or corrected the violation and will refrain from further violations.

\_\_\_\_\_  
Signature

**Exhibit "D" To The  
Resolution on Due Process Procedures  
SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION, INC.**

**RECORD OF HEARING**

Hearing Date and Time: \_\_\_\_\_

Lot Owner(s): \_\_\_\_\_

Lot #: \_\_\_\_\_

Address if other than lot: \_\_\_\_\_

\_\_\_\_\_

Alleged

Violation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provisions of Governing Documents Violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Persons in Attendance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Decision of Board and Reasoning: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Charges Imposed (date commencing): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Sanctions Imposed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Comments:



SPRINGFIELD SQUARE HOMEOWNERS ASSOCIATION  
OWNER RELEASE FORM

As you are aware, Springfield Square Homeowners Association (SSHOA) is implementing a visitor parking permit system for the 21 visitor spaces on the property, once the re-striping project is complete. Any vehicle that parks in one of the 21 visitor spaces must display a visitor tag assigned to your unit. In order to receive this visitor tag, the homeowner must be in "good standing" with the community, that is, you must not have any delinquent amounts of any kind on your account, and/or, you must not have any outstanding architectural violations. Any vehicle that parks in a designated visitor space is subject to immediate towing without notice if the vehicle does not display a visitor tag.

You (as the owner) may elect to have the visitor tag sent directly to your tenant(s) or such other person as you designate (an agent) by signing below and returning to Management Company.

**The visitor tag will only be issued with this Release Form signed.**

.....

I, \_\_\_\_\_ own the following  
(print owner(s) name(s))

home: \_\_\_\_\_ Springfield, VA 22150.  
(print address)

\_\_\_\_\_ I hereby authorize SSHOA to release the visitor tag directly to my tenant(s).

\_\_\_\_\_ I would like the visitor tag to be sent to the following address (the SSHOA cannot be held responsible for any lost (lost in the mail), mislaid, and/or stolen visitor tag):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Owner(s) Signature

\_\_\_\_\_  
Date

Springfield Square Home Owners Association  
c/o Northern Virginia Management  
4306 Evergreen Lane, Suite 101  
Annandale, Virginia 22003  
Tel: 703-941-9002 Fax: 703-941-9005  
nvm@northernvirginiamanagement.com

October 14, 2009

**Re: Shed Amendment to the Amended and Restated Declaration of Covenants,  
Conditions and Restrictions for Springfield Square Homeowners Association, Inc.**

Dear Homeowner:

The above referenced Amendment was approved by a majority of Springfield Square Home Owners and filed August 1, 2009, with the Fairfax County Circuit court. This Amendment allows each unit to have a shed in the back yard of each lot, **subject to prior written approval** by the Architectural and Environmental Control Committee (AECC). A copy of the Amendment is enclosed for your records and information.

**Unit owners that currently have a shed in their back yard MUST complete the enclosed AECC Request for Improvements Form (showing design, materials, dimensions, and elevations), and return it to Northern Virginia Management at the address listed above within thirty (30) days from the date of this letter.**

Unit owners that currently **do not** have a shed in their back yard, but would like to have a shed, **MUST** complete the enclosed AECC Request for Improvements Form (**showing design, materials, dimensions, and elevations**), submit it to Northern Virginia Management, and **obtain prior written approval from the AECC, prior to erecting a shed in their back yard.**

We are thanking you in advance for complying with the Community Shed Amendment.

Sincerely,

Northern Virginia Management  
Acting as the Management Agent for the  
Springfield Square Community Association

cc: Unit File  
Board of Directors  
AECC

Encls: Shed Amendment recorded August 1, 2009  
AECC Request for Improvements Form

## Fairfax County Land Records Cover Sheet

**Instruments**

DECLARATION MODIFICATION

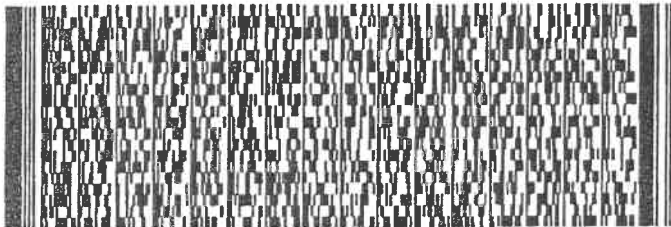
**Grantor(s)**

SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION, INC\_F\_N

**Grantee(s)**

SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION, INC\_F\_N

Consideration		Consideration %	100
Tax Exemption		Amount Not Taxed	
DEM Number		Tax Map Number	
Original Book		Original Page	
Title Company		Title Case	
Property Descr.			
Certified	No	Copies	0
		Page Range	



Print Cover Sheet

Consideration: -\$0-

Prepared by and return to:  
Chadwick, Washington, et al.  
9990 Fairfax Blvd., Ste. 200  
Fairfax, VA 22030

**AMENDMENT  
TO THE AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION, INC.**

**THIS AMENDMENT** to the Amended and Restated Declaration of Covenants, Conditions and Restrictions is made this 1 day of Aug, 2009, by **SPRINGFIELD SQUARE HOME OWNERS ASSOCIATION, INC.**, Grantor and Grantee.

**WITNESSETH THAT:**

**WHEREAS**, the Declarant Springfield Square Limited Partnership ("Declarant") executed the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") for the Springfield Square Home Owners Association, Inc. ("Association") and caused said Declaration to be recorded on April 23, 1979 among the land records of Fairfax County, Virginia in Deed Book 5157, at Page 711, et seq.;

**WHEREAS**, Article XI, Section 1 of the Declaration provides that the Declaration may be amended by a majority of the Owners of Lots within the Association;

**WHEREAS**, Owners representing at least two-thirds of the Owners in the Association have approved this Amendment to the Declaration, as evidenced by the certificate and signatures attached hereto.

**NOW, THEREFORE**, in accordance with Article XI, Section 1 of the Declaration, the Declaration is hereby amended as follows:

1. Article VII [Prohibited Uses and Nuisances], Section 7(j) of the Declaration is amended by deleting the stricken word and inserting the double-underscored as follows:

(j) no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, ~~shed~~ or other accessory buildings shall be erected, used or maintained on any lot at any time, except that storage sheds may be erected, used and maintained in the rear of the lot, subject to the prior written approval of the Architectural and Environmental Control Committee pursuant to Section 1 of this Article.

With such amendment, Article VII, Section 7(j) of the Declaration hereby now reads as follows:

(j) no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, or other accessory buildings shall be erected, used or maintained on any lot at any time, except that storage sheds may be erected, used and maintained in the rear of the lot, subject to the

prior written approval of the Architectural and Environmental Control Committee pursuant to Section 1 of this Article.

EXCEPT as modified by this Amendment, all of the terms and provisions of the Declaration, as previously amended, remain in full force and effect.

IN WITNESS WHEREOF, the President of Springfield Square Home Owners Association, Inc. has executed this Amendment to the Declaration on behalf of the Association and as an Owner of a Lot within the Association, and hereby certifies that this Amendment to the Declaration was duly adopted by the required percentage of Owners, whose signatures are attached hereto.

*Betty O'Loughlin*  
Springfield Square Home Owners Association, Inc.

BY: Betty O'Loughlin  
President/Director and Lot Owner

Date: 8/1/9

COMMONWEALTH OF VIRGINIA  
COUNTY OF Fairfax:

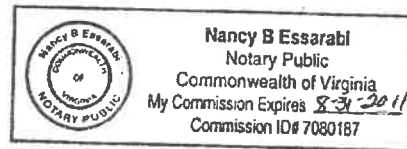
I, the undersigned, a Notary Public in and for the County and Commonwealth aforesaid, do hereby certify that BETTY O'LOUGHLIN, whose name is signed as President of, and lot owner within, Springfield Square Home Owners Association, Inc. to the foregoing Amendment instrument, has acknowledged the same before me in my County and Commonwealth aforesaid, and acknowledged the writing was signed pursuant to due and proper authority on behalf of the Association.

Given under my hand this 1 day of Aug., 2009.

*Nancy B. Essarabi*  
Notary Public (SEAL)

My Notary Registration No. is: \_\_\_\_\_

My Commission Expires: 8-31-2011



This amendment is prepared without benefit of title examination.

**Springfield Square Home Owner's Association**

**POLICY RESOLUTION NUMBER 8  
(September 6, 2012)**

**ASSOCIATION COMPLAINT PROCEDURES  
(for resolving certain complaints from members and others)**

**WHEREAS**, pursuant to Section 55-530(E) of the Virginia Code, the Virginia Common Interest Community Board ("CICB") has promulgated final regulations imposing a requirement that each common interest community (including condominiums, property owners' associations and cooperatives) adopt a reasonable procedure for the resolution of certain written complaints from the members of such association and other citizens; and

**WHEREAS**, within 90 days of the effective date of the CICB regulations, all common interest communities must adopt a complaint procedure that is compliant with the CICB regulations;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the Springfield Square Home Owner's Association ("Association"), acting through its Board of Directors ("Board"), hereby adopts and establishes the following CICB-mandated Association complaint procedure for **handling written complaints concerning actions or inactions allegedly inconsistent with state laws and regulations governing common interest communities:**

**A. Definitions.** Unless otherwise defined in this Resolution, the words, terms or phrases used in this Resolution shall have the same meanings as defined in the CICB regulations and/or in the Association's recorded covenants.

**B. Complaint Form.** If a member of the Association, a resident or other individual alleges that an action, inaction or decision of the Association, the Board or the Association's management agent ("Managing Agent") is inconsistent with state laws or regulations governing common interest communities, then that individual must submit a formal written complaint ("Complaint") to the Board using the attached Complaint Form (Exhibit A) in order to trigger the formal procedures described below. If the individual does not wish to trigger these formal procedures, then the individual should submit their questions, concerns or issues to the Managing Agent or the Board without using the attached form.

- 1. Complaint Form Instructions and Attachments.** A completed Complaint Form must include a description of the facts and circumstances relevant to the individual's Complaint, and the specific action, result or resolution that is being requested. If the individual submitting the Complaint Form (the "Complainant") knows the law or regulation that has been allegedly violated or is otherwise applicable to the Complaint, then the Complainant must provide a reference to that law or regulation on the Complaint Form. The Complainant must also attach to the Complaint Form a copy of any documents that Complainant believes support the validity of the Complaint (not including laws, regulations or the Association's governing documents).

A copy of these complaint procedures (including the required Complaint Form) will be available upon request from the Association by contacting the Association's Managing Agent.

C. **Mailing or Delivering Complaint to the Association's Managing Agent.** The fully completed, signed and dated Complaint (including the Complaint Form and all attachments) shall be mailed or otherwise delivered to the Board at the following address:

By Mail: Association's Managing Agent  
Springfield Square HOA  
c/o Northern Virginia Management  
4306 Evergreen Lane, Suite 101  
Annandale, Virginia 22003

By Hand-Delivery: Association's Managing Agent  
Springfield Square HOA  
c/o Northern Virginia Management  
4306 Evergreen Lane, Suite 101  
Annandale, Virginia 22003

D. **Means of Providing Notices to Complainant.** All written acknowledgments or other notices required by these procedures to be provided by the Association to the Complainant shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association's records proof of the mailing, delivery or electronic transmission of the acknowledgments and notices per Section H below.

E. **Acknowledging Receipt of Complaint.** Within seven (7) days of receipt of a Complainant's Complaint Form, the Managing Agent shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.

1. Incomplete Complaint. If it appears to the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgment of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/corrected Complaint before it can be accepted and forwarded to the Board for consideration.
2. Forwarding to the Board. If it appears to the Managing Agent that the submitted Complaint includes the required minimum information, then on the same day, that acknowledgment of receipt of the Complaint is provided to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.

F. **Formal Action – Consideration of Complaint by Board.** All completed, signed and dated Complaints forwarded to the Board shall be considered by the Board at a meeting, and the Board shall decide what action, if any, to take in response to the Complaint.

1. Meeting at which Complaint will be Considered. Complaints will be considered by the Board at a regular or special Board meeting held within 90 days from the date on which the Complaint was forwarded to the Board for consideration.

2. **Notice to the Complainant.** At least fourteen (14) days prior to the Board meeting at which the Complaint will be considered, the Managing Agent shall provide the Complainant with notice of the date, time, and location of the Board meeting at which the matter will be considered by the Board. This Notice may be combined with the acknowledgment of receipt referenced in Section D above.
  3. **Board's Decision on Complaint.** The Board shall make a decision on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant to the Association's governing documents. The Board's decision at the meeting shall fall into one of the following two categories:
    - (a) A decision that there is *insufficient information* on which to make a final determination on the Complaint or that *additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 14 days notice to the Complainant) and, if needed, make a written request for additional information from the applicable party(s), specifying a deadline by which time the additional information must be received by the Managing Agent for forwarding to the Board; or
    - (b) A *final determination* on the Complaint, indicating whether the Complainant's requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Association. No appeal process is available; the Board's rendered decision is final.
- G. **Notice of Final Determination.** Within seven (7) days after the final determination is made (per subsection F.3.b. above), the Managing Agent shall provide the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as of the date of issuance and include:
1. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination;
  2. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and
  3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).
- H. **Records.** The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgments and notices, and any action taken by the Association or Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.
- I. **Resale Disclosure Packet.** A copy of this Resolution (including the Exhibit A Complaint Form) shall be included as an attachment to Association-issued resale certificates.



EXHIBIT A

**POLICY RESOLUTION NUMBER 8: "ASSOCIATION COMPLAINT PROCEDURES"**

Mailing: Springfield Square HOA  
c/o Northern Virginia Management  
4306 Evergreen Lane, Suite 101  
Annandale, Virginia 22003

Delivery: Springfield Square HOA  
c/o Northern Virginia Management  
4306 Evergreen Lane, Suite 101  
Annandale, Virginia 22003

Phone #: 703-941-9002

703-941-9002

**ASSOCIATION COMPLAINT FORM**  
**(for Complaints Against Association, Board or Managing Agent)**

Pursuant to Section 55-530(E) of the Code of Virginia, 1950, as amended, the Board of Directors ("Board") of the Springfield, Square Home Owner's Association (the "Association") has established this complaint form for use by persons who wish to register written complaints with the Association regarding the action, inaction or decision by the Association or its Board or managing agent inconsistent with applicable laws and regulations.

1. Legibly describe your complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Include references to the facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint (not including copies of laws, regulations or the Association's governing documents).

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2. Sign, date & print your name and address below and submit this completed form to the Association at the above address.

<hr/> <p style="text-align: center;">Printed Name</p>	<hr/> <p style="text-align: center;">Signature</p>	<hr/> <p style="text-align: center;">Date</p>
<hr/> <p style="text-align: center;">Mailing Address</p>		
<hr/> <p style="text-align: center;">Lot/Unit Address</p>		
<hr/> <p style="text-align: center;">E-mail Address</p>	<hr/> <p style="text-align: center;">Phone Number</p>	Contact Preference <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Other _____

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

**Springfield Square Home Owner's Association  
RESOLUTION ACTION RECORD**

Resolution Type: Policy NUMBER 8

Pertaining to: CICB-mandated Association Complaint Procedures

Duly adopted by the Board of Directors of the Association on SEPTEMBER 6, 2012.

Motion by: BETTY O'LOUGHLIN

Seconded by: STEVEN ENRIQUEZ

NAME	TITLE	YES	NO	ABSTAIN	ABSENT
Betty S. O'Loughlin	President/Secretary	✓			
Steven R. Enriquez	Vice President	✓			
Mary Steele	Treasurer				✓
Vacant	Secretary				
Konstantina Gadonas	Member-at-Large	✓			

Attest: Betty O'Loughlin (Secretary)

Date: 9/6/12

**Resolution effective as of date of adoption.**