

ARTICLES OF INCORPORATION

of

OLD MILL COMMUNITY COUNCIL, INC.

We hereby associate to form a non-stock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia, and to that end set forth the following:

I.

The name of the corporation is OLD MILL COMMUNITY COUNCIL, INC.

II.

The post office address of the initial registered office and agent is 210 E. Broad Street, Falls Church, Virginia 22046, in the County of Fairfax. The initial registered agent is ROBERT F. KOHLHAAS, who is a resident of Fairfax County, Virginia, and a member of the Virginia State Bar and whose business address is the same as the registered office.

III.

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of property which comes under its jurisdiction, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) acquire (by give, 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;

(b) borrow money, and with the assent of ^{more than} two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of the

real or personal property as security for money borrowed or debts incurred;

(c) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of ^{more than} two-thirds (2/3) of each class of members;

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

IV.

MEMBERSHIP

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

V.

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determined, 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 (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 1973.

VI.

DISSOLUTION

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

VII.

DURATION

The Corporation shall exist perpetually.

VIII.

FHA/VA APPROVAL

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

IX.

BOARD OF DIRECTORS

The number of directors constituting the original Board of Directors shall be three (3) and the names and addresses of the persons who are to serve as the initial Directors are as follows:

NAME

ADDRESS

Vincent Tramonte

2731 North Wakefield Street
Arlington, Virginia

M. A. Ludwick

1953 Massachusetts Avenue
McLean, Virginia

Robert F. Kohlhaas

7501 Venice Court
Falls Church, Virginia

WITNESS the following signatures and seals this 25th day of October,
1971.

Vincent Tramonte (SEAL)
Vincent Tramonte

M. A. Ludwick (SEAL)
M. A. Ludwick

Robert F. Kohlhaas (SEAL)
Robert F. Kohlhaas

ARTICLES OF MERGER AND
PLAN AND AGREEMENT OF MERGER
between
OLD MILL COMMUNITY COUNCIL, INC.
(a Virginia Corporation)
and
OLD MILL HOMEOWNERS ASSOCIATION
(a Virginia Corporation)

OLD MILL COMMUNITY COUNCIL, INC., a Virginia Corporation (hereinafter called Surviving Corporation), and OLD MILL HOMEOWNERS ASSOCIATION, a Virginia Corporation, hereby certify to the Corporation Commission of Virginia and the State Department of Assessments and Taxation of Virginia that:

FIRST: Old Mill Community Council, Inc., and Old Mill Homeowners Association agree that Old Mill Homeowners Association shall be merged with and into Old Mill Community Council, Inc., the Surviving Corporation, which shall continue under the name of Old Mill Community Council, Inc., a Virginia Corporation, on the terms and conditions herein set forth (the Merger). The names of the Corporations party to the Merger are as hereinabove set forth. Old Mill Community Council, Inc., is incorporated under the general corporation laws of the Commonwealth of Virginia, having been incorporated on November, 1971; Old Mill Homeowners Association is incorporated under the general corporation laws of the Commonwealth of Virginia, having been incorporated on November 14, 1972; The Merger is to be consummated pursuant to the following Agreement and Plan of Merger between Old Mill Community Council, Inc., and Old Mill Homeowners Association:

PLAN AND AGREEMENT OF MERGER

A. The names of the corporation are Old Mill Community Council, Inc., a Virginia corporation, and Old Mill Homeowners Association, a Virginia corporation. These corporations will merge into Old Mill Community Council, Inc., which shall be deemed to be the Surviving Corporation.

B. Terms and conditions of the merger:

(1) All members of Old Mill Homeowners Association shall hereafter be members of the Surviving Corporation, and, as such, shall be entitled to

received more than two-thirds of the votes entitled to be cast by members present or represented by proxy at such meeting.

(b) The Plan and Agreement of Merger was approved by the Board of Directors of the Old Mill Homeowners Association at its meeting on October 23, 1975 , and directed to be submitted to a vote at a meeting of members; written notice was given to each member entitled to vote on November 1, 1975 , pursuant to the provisions of Section 13.1-214, Code of Virginia, 1950, as amended, that the Plan and Agreement of Merger would be submitted to the members at a meeting on December 8, 1975 ; a quorum of members was present at this meeting, and the aforesaid Plan and Agreement of Merger received more than two-thirds of the votes entitled to be cast by members present or represented by proxy at such meeting.

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed on their behalf by their respective Presidents or Vice Presidents, and attested by their respective Secretaries.

OLD MILL COMMUNITY COUNCIL, INC.

ATTEST:

Robin Dillon
Secretary

By: *FRANK C. BAUGH*
President

OLD MILL HOMEOWNERS ASSOCIATION

ATTEST:

Everett Korman
Secretary

By: *R. L. P. [Signature]*
President

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND,

February 27, 1976

The accompanying articles having been delivered to the State Corporation Commission on behalf of

Old Mill Homeowners Association (a Va. corp.) into
Old Mill Community Council, Inc. (a Va. corp.)

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 MERGER be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and that

Old Mill Homeowners Association

be merged into

Old Mill Community Council, Inc.

the surviving corporation, which shall continue to be a corporation existing under the laws of the State of

Virginia

with the corporate name

Old Mill Community Council, Inc.

and that the separate existence of the corporations parties to the plan of merger, except the surviving corporation, shall cease.

STATE CORPORATION COMMISSION

By

Thomas P. Hamwell
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 24th day of March 1976 and is now returned to the State Corporation Commission by certified mail.

Mary D. Yeatman
Deputy Clerk

THIS DEED OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, Made this 7th day of July, 1972, by JEFFREY SNEIDER AND COMPANY, INC., a Virginia corporation, party of the first part, and OLD MILL COMMUNITY COUNCIL, INC., a Virginia corporation, party of the second part.

WITNESSETH:

WHEREAS, the parties hereto are the sole owners and proprietors of the hereinafter described property, having acquired the same by deeds recorded among the land records of Fairfax County, Virginia; and

WHEREAS, it is the desire and intention of the parties hereto to impress covenants, conditions and restrictions upon the lots and common areas hereinafter described.

NOW, THEREFORE, the parties hereto do hereby establish the covenants, conditions and restrictions as set forth on the attached Schedule "A" to be impressed upon the following described lots and common areas of the subdivision with the exception of Lots 102 through 108:

Parcel A and all of the lots of Section 1, OLD MILL COMMUNITY Subdivision, except Lots 102 through 108, as the same is duly dedicated, platted and recorded in Deed Book 3538 at Page 271, among the land records of Fairfax County, Virginia.

These covenants shall run with the land and shall be binding on the heirs and assigns, transferees, or successors of the parties hereto.

IN WITNESS WHEREOF, the said JEFFREY SNEIDER AND COMPANY, INC, a Virginia corporation, has caused this deed to be executed in its corporate name by JEFFREY SNEIDER, its president, and its corporate seal to be hereto affixed and attested by William W. McManus, its secretary, said officers being thereunto duly authorized, all as of the day, month and year first hereinabove written.

JEFFREY SNEIDER AND COMPANY, INC.
By [Signature] President

ATTEST:
William W. McManus
Secretary

IN FURTHER WITNESS WHEREOF, the said OLD MILL COMMUNITY COUNCIL, INC., a Virginia corporation, has caused this deed to be executed in its corporate name by JEFFREY SNEIDER, its president, and its corporate seal to be hereto affixed and attested by William W. McManus, its secretary, said officers being thereunto duly authorized, all as of the day, month and year first hereinabove written.

OLD MILL COMMUNITY COUNCIL, INC.
By [Signature] President

ATTEST:
William W. McManus
Secretary

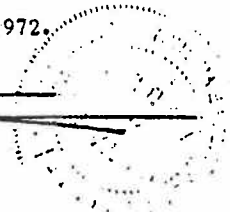
[Signature]
Notary Public

I, JEAN-PIERRE BRAUET, the undersigned Notary Public in and for the STATE OF VA. aforesaid, whose commission as such expires 28 MARCH 1975, do hereby certify that JEFFREY SNEIDER and WILLIAM McMANUS, whose names as President and Secretary, respectively, of JEFFREY SNEIDER AND COMPANY, INC. are signed to the above writing, bearing date on the 7th day of July,

1972, have acknowledged the same before me in STATE
aforesaid, on behalf of said corporation.

GIVEN under my hand and seal this 13 day of July, 1972.


Notary Public



STATE OF VA

_____, to-wit:

I, JEAN-PIERRE BRAULT, the undersigned Notary Public in
and for the STATE OF VA aforesaid, whose commission as
such expires 28 MARCH 1974, do hereby certify that
JEFFREY SNEIDER and WILLIAM MERZIAN, whose
names as President and Secretary, respectively, of OLD HILL COMMUNITY COUNCIL,
INC. are signed to the above writing, bearing date on the 7th day of July,
1972, have acknowledged the same before me in STATE
aforesaid, on behalf of said corporation.

GIVEN under my hand and seal this 13 day of July, 1972.


Notary Public



DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 26th day of July, 1971, by JEFFREY SNEIDER & CO., a Virginia Corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain properties situate in Fairfax County, Virginia, and being more particularly described in Deed Book 3157, page 414, among the land records of Fairfax County, Virginia; a copy of which is attached hereto.

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements and restrictions, for the purpose of enhancing the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to OLD MILL COMMUNITY COUNCIL, INC., a Virginia corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

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

Section 5. "member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to JEFFREY SNEIDER & CO., a Virginia corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
GENERAL PROVISIONS

Section 1. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 2. FIA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

- (a) when the total vote outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1973.

ARTICLE IV
PROPERTY RIGHTS

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

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money, with the assent of two-thirds (2/3) of each class of members, for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members and the Department of County Development of Fairfax County, Virginia. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer and, unless waived, and notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance; and

(f) the right of the individual member to the exclusive use of parking spaces as set aside for parking.

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

Section 3. Title to the Common Area. The declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of any encumbrances and liens, but subject to easements, covenants and conditions herein or recorded prior hereto and subject to easements for utilities and other public purposes regardless of when recorded, as may be required in the orderly development of the property, prior to the conveyance of the first Lot.

Section 4. The Common Area referred to herein is Parcel "A", containing 6.8493 acres of land, Section One, Old Mill Community Subdivision, as the same is duly dedicated, platted and recorded in Deed Book 3538 at page 271, among the land records of Fairfax County, Virginia.

Section 5. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of automobile parking spaces, which shall be as near and convenient of said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The subdivision will provide an average of 1 1/2 parking spaces for each lot.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy Two Dollars (\$72.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

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

Section 5. Quorum for any Action Authorized Under Sections 3 & 4. At the meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty (60) percent of all votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligation to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees for any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by absence of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to a 1st mortgage, pursuant to a decree of foreclosure under such mortgage or any proceedings in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area.

ARTICLE VI
PARTY WALLS

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

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

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

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

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

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

ARTICLE VII
ARCHITECTURAL CONTROL

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

ARTICLE VIII
SPECIAL MAINTENANCE

In the event that there is an obvious need for maintenance or repair which is caused through the willful or negligent act of the Owner, his family or guests or invitees, and if such maintenance or repair is not made within thirty (30) days after notice to maintain or repair is sent by the Board of Directors, the Board of Directors may cause such maintenance or repair to be performed. The costs of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject. The Board of Directors, through its officers or agents, should have the right to enter upon such Lot to perform maintenance or repairs without incurring any liability therefor..

ARTICLE IX
USE RESTRICTIONS

Section 1. No property shall be used except for residential purposes or for professional offices or for a builder's construction or sales office during the construction and sales period.

Section 2. No building, accessory building or structure, shed, awning, porch or porch covering, garage, trailer, tent, driveway, back fence, hedges, screens, barns, walls or other structure shall be allowed, constructed or altered upon any property or dwelling thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors and materials and harmony of same to the project as a whole. No structure built upon any of the said property shall have any part of the exterior (including front door and trim) painted without the proposed color thereof having been approved by the said Architectural Control Committee.

Section 3. No fence, wall or walls or other similar type structure shall be allowed except those approved by the Architectural Control Committee.

Section 4. No fence, wall, hedge or shrub over three feet high shall be allowed to be erected, planted or constructed upon any property which is located at the intersection of two streets. The purpose of such covenant being to avoid obstruction of view at such intersections.

Section 5. No exterior clothesline or hanging device (except an umbrella-type structure with a diameter not exceeding seven feet for use in rear of dwellings only) shall be allowed upon any property. Such hanging devices as are permissible shall not be displayed except on weekdays between the hours of 8 a.m. and 6 p.m.

Section 6. Storm doors shall be either wood (in which case the same shall be painted the color of the door or trim) or anodized aluminum.

Section 7. No dwelling shall be permitted upon any property having a ground floor area of less than 400 square feet where the said dwelling consists of two stories or 800 square feet where the said dwelling consists of one story.

Section 8. No roof top television antenna shall be permitted. Any resident wishing to install an antenna for amateur radio activities exclusively must submit plans for same to the Architectural Control Committee. The plans shall show proposed location, height, and configuration of the equipment. The applicant shall also present affidavits from all property owners within one hundred feet (100 ft.) of his dwelling stating that they have no objections

to such installations.

Section 9. No boats on cradles or trailers may be parked in streets, driveways, yards or common parking areas for more than twenty-four (24) hours providing, however, that the Association may designate a specific place which shall be adequately screened from nearby residences for such parking.

Section 10. No vehicles except as may be classified as passenger cars or station wagons shall be regularly parked in residential areas.

Section 11. No noxious or offensive activities shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 12. During the construction and sales period no signs other than those of the builders may be displayed that are larger than one square foot. Thereafter, no signs exceeding two square feet shall be displayed.

Section 13. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose.

Section 14. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE X EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the recorded plat of the project or as may be or may have been required, necessary or desirable to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or access to the property subject to such easements. Such easements may contain rights of ingress and egress. The Declarant shall have rights of ingress and egress to all Lots in a section until one (1) year after the completion of all units in such section for purposes of correcting drainage and other construction problems that may have occurred.

ARTICLE XI GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this

Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten(10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded. However, anything to the contrary contained herein notwithstanding, the covenants contained in Articles I, II, III, IV, V, VI, and XI shall not be amended at any time or vacated without the written approval of the Director of County Development for Fairfax County, Virginia.

Section 4. FIA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Deeds of Trust. The use herein of the word "mortgage" shall be deemed to mean "deed or deeds of trust" where such security instruments are used in lieu of or instead of a mortgage or mortgages.

Section 6. Non-applicability to Other Property. The covenants, conditions and restrictions set forth herein shall apply only to the property described hereinabove, and shall create no rights, benefits, burdens or obligations with respect to any other property owned by Declarant, its successors or assigns.

Section 7. The lands of the Association shall not be conveyed, denuded, defaced or otherwise destroyed in any manner at any time without the approval of the appropriate department of the Fairfax County Government and in concurrence with the Fairfax County Planning Engineer.

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia JUL 31 1972 at 3:32 PM
This instrument was received and, with the
certificate annexed, admitted to record

Teste:



Clerk

50319

PG. 5733 PAGE 327

THIS DEED OF SUBDIVISION, made this 20th day of October, 1972, by WILLIAM CAFRITZ DEVELOPMENT CORP., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, party of the first part; and ALBERT I. KASSABIAN and C. DOUGLAS ADAMS, JR., TRUSTEES, parties of the second part.

W I T N E S S E T H:

WHEREAS, the said William Cafritz Development Corp. is the sole owner and proprietor in fee simple of the property hereinafter described by metes and bounds and shown upon the plat hereto attached and made a part hereof, the survey of which was made by Herman L. Courson, Certified Land Surveyor, who has written upon the said plat his certificate dated March 3, 1972, in accordance with the terms and provisions of the Code of Virginia and the ordinances of the County of Fairfax, Virginia; and

WHEREAS, the parties of the second part are the Trustees named in a certain deed of trust covering the above described property made by the party of the first part, dated December 30, 1970 and recorded among the land records of Fairfax County, Virginia, on December 31, 1970 in Deed Book 3387 at Page 688, given to secure the payment of a certain indebtedness therein more particularly set forth, and are authorized to join in the execution of this instrument; and

WHEREAS, it is the desire of the said William Cafritz Development Corp. to subdivide the said hereinafter described tract or parcel of land in accordance with the plat hereto attached and made a part hereof, to establish the easements as shown on said plat, and to subject said property to certain covenants, conditions and restrictions.

NOW, THEREFORE, the said William Cafritz Development Corp., being the sole owner and proprietor of said land, does hereby subdivide all that certain tract or parcel of land situate, lying and being in Fairfax County, Virginia, more particularly described as follows:

BEGINNING at a point in the northerly line of Torrence Street, said point also being in the northwesterly line of the land of Thomas A. Cary, Inc. and running thence with said line of Torrence Street, the following courses and distances: with the

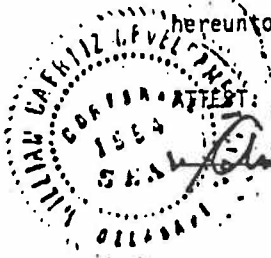
arc of a curve to the left, whose radius is 445.79 feet and whose chord bearing and chord are South 75° 11' 31" West and 419.55 feet, respectively, a distance of 436.81 feet to a point; South 47° 07' 15" West 31.76 feet to a point; and with the arc of a curve to the right, whose radius is 25.00 feet and whose chord bearing and chord are North 87° 55' 26" West and 35.33 feet, respectively, a distance of 39.23 feet to a point in the northerly line of Oak Hollow Court; thence with said line of Oak Hollow Court the following courses and distances: North 42° 58' 08" West 289.18 feet to a point; with the arc of a curve to the right, whose radius is 25.00 feet and whose chord bearing and chord are North 18° 52' 27" West and 20.41 feet, respectively, a distance of 21.03 feet to a point; and with the arc of a curve to the left, whose radius is 50.00 feet and whose chord bearing and chord are North 48° 52' 26" West and 81.00 feet, respectively, a distance of 94.41 feet to a point in the northerly line of Section One, Old Mill Community; thence with the said line of Section One, Old Mill Community, North 42° 58' 08" West 327.32 feet to a point in the easterly line of the land of West and Millar, Trustees; thence with said line of the land of West and Millar, Trustees, North 47° 01' 52" East 787.00 feet to a point in the southwesterly line of the land of Dodge; thence with said line of the land of Dodge, South 43° 08' 16" East 939.32 feet to a point in the aforesaid northwesterly line of the land of Thomas A. Cary, Inc.; and thence with said line of the land of Thomas A. Cary, Inc., South 47° 07' 15" West 363.16 feet to the beginning, containing 15.5144 acres of land,

into lots and parcels in accordance with the metes and bounds established in the said plat hereto attached and made a part hereof, the said Subdivision to be known as SECTION TWO, OLD MILL COMMUNITY, and does hereby create and establish the easements as shown on said plat, hereby declaring that said subdivision is made with the free consent and in accordance with the desires of the said owner and proprietor and is made pursuant to the provisions of the Code of Virginia and the ordinances of the County of Fairfax, Virginia, for such cases made and provided, governing the subdivision and platting of land.

The party of the first part does hereby subject the property described herein to the Declaration of Covenants, Conditions and Restrictions which is attached hereto and made a part hereof, and the parties of the second part do hereby covenant and agree that the lien of the deed of trust hereinabove mentioned shall be subordinate to the said Declaration of Covenants, Conditions and Restrictions, except as to assessments referred to in Article 4 thereof.

IN WITNESS WHEREOF, William Cafritz Development Corp. has caused this deed to be executed on its behalf and its corporate seal to be hereunto affixed and

attested by its duly authorized officers, and the other parties hereto have hereunto set their hands and seals, all on the date first above written.



William N. Cafritz
Secretary

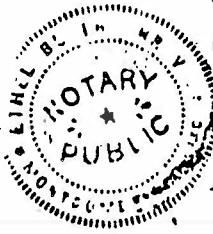
WILLIAM CAFRITZ DEVELOPMENT CORP.
BY: *[Signature]*
President

Albert I. Kassabian (SEAL)
Albert I. Kassabian, Trustee

C. Douglas Adams, Jr. (SEAL)
C. Douglas Adams, Jr., Trustee

Secretary of Maryland
STATE OF VIRGINIA }
Montgomery County } SS:
CITY OF ALEXANDRIA }

The foregoing instrument was acknowledged before me this 25 day of October, 1972, by WILLIAM N. CAFRITZ, President of WILLIAM CAFRITZ DEVELOPMENT CORP., a Delaware corporation, on behalf of the Corporation.



My commission expires:
July 1, 1974

Ethel B. Lewis Shreve
Notary Public

STATE OF VIRGINIA }
COUNTY OF FAIRFAX } SS:

The foregoing instrument was acknowledged before me this 27th day of October, 1972, by ALBERT I. KASSABIAN and C. DOUGLAS ADAMS, JR., TRUSTEES.

My commission expires:
September 1976

[Signature]
Notary Public

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WILLIAM CAFRITZ DEVELOPMENT CORP., hereinafter referred to as "Declarant".

WITNESSETH:

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

BEGINNING at a point in the northerly line of Torrence Street, said point also being in the northwesterly line of the land of Thomas A. Cary, Inc. and running thence with said line of Torrence Street, the following courses and distances: with the arc of a curve to the left, whose radius is 445.79 feet and whose chord bearing and chord are South 75° 11' 31" West and 419.55 feet, respectively, a distance of 436.81 feet to a point; South 47° 07' 15" West 31.76 feet to a point; and with the arc of a curve to the right, whose radius is 25.00 feet and whose chord bearing and chord are North 87° 55' 26" West and 35.33 feet, respectively, a distance of 39.23 feet to a point in the northerly line of Oak Hollow Court; thence with said line of Oak Hollow Court the following courses and distances: North 42° 58' 08" West 289.18 feet to a point; with the arc of a curve to the right, whose radius is 25.00 feet and whose chord bearing and chord are North 18° 52' 27" West and 20.41 feet, respectively, a distance of 21.03 feet to a point; and with the arc of a curve to the left, whose radius is 50.00 feet and whose chord bearing and chord are North 48° 52' 26" West and 81.00 feet, respectively, a distance of 94.41 feet to a point in the northerly line of Section One, Old Mill Community; thence with the said line of Section One, Old Mill Community, North 42° 58' 08" West 327.32 feet to a point in the easterly line of the land of West and Millar, Trustees; thence with said line of the land of West and Millar, Trustees, North 47° 01' 52" East 787.00 feet to a point in the southwesterly line of the land of Dodge; thence with said line of the land of Dodge, South 43° 08' 16" East 939.32 feet to a point in the aforesaid northwesterly line of the land of Thomas A. Cary, Inc.; and thence with said line of the land of Thomas A. Cary, Inc., South 47° 07' 15" West 363.16 feet to the beginning, containing 15.5144 acres of land.

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

assigns, and shall enure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Old Mill Homeowners Association, its successors and assigns.

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

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

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

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

Section 6. "Declarant" shall mean and refer to William Cafritz Development Corp., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

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

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

(b) The right of the Association to suspend the voting rights and

right to use of the recreational facilities by any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

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

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

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

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

Section 4. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two vehicle parking spaces for each dwelling.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

(b) on December 31, 1975.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.
The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinunder provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and

reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty-four Dollars (\$24.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than three per cent (3%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above three per cent (3%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

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

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

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

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

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

by non-use of the Common Area or abandonment of this lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of the deed of trust recorded among the land records of Fairfax County, Virginia, at Deed Book 3387 at Page 688 and/or any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

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

ARTICLE VI

PARTY WALLS

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

negligence or willful acts or omissions shall apply thereto.

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or 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, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

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

ARTICLE VII

GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded; and in addition, any amendments to Articles I, II, III, IV and VII must be approved in writing by the Director of County Development of Fairfax County, Virginia, or his successor in office.

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

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

Section 6. County Approval. Any Common Area not contained in Lots or streets shall not be denuded, defaced or otherwise disturbed in any manner at any time without the approval of the appropriate Fairfax County Departments and in concurrence with the County Planning Engineer.

In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia NOV 30 1972 at 3:03 PM
This instrument was received and, with the
certificate annexed, admitted to record with plat attached


Clerk

AMENDED AND RESTATED BYLAWS
OF
OLD MILL COMMUNITY COUNCIL,
INC.



P.O. Box 114
Burke, VA 22009
www.oldmillcommunity.com

Published November 15, 2011

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AMENDED AND RESTATED BYLAWS OF OLD MILL COMMUNITY COUNCIL, INC.

ARTICLE I NAME AND LOCATION

The name of the corporation is OLD MILL COMMUNITY COUNCIL, INC., hereinafter referred to as the "ASSOCIATION." The Principal office of the Corporation shall be within the Commonwealth of Virginia as determined by the Board of Directors and filed in the annual report to the State Corporation commission. Meetings of members and directors may be held at such places within the Commonwealth of Virginia as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to OLD MILL COMMUNITY COUNCIL, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas that may be contained therein or appurtenant thereto.

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

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to JEFFREY SNEIDER & CO., a Virginia corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Land Records of Fairfax County, Virginia.

Section 9. "Section One, Old Mill Community" shall mean and refer to that certain real property described and recorded in Deed Book 3538 at page 271, among the land records of Fairfax County, Virginia.

Section 10. "Section Two, Old Mill Community" shall mean and refer to that certain real property described and recorded in Deed Book 3739 at page 327, among the land records of Fairfax County, Virginia.

Section 11. "Old Mill" shall mean and refer to the name of the subdivision, composed of Section One, Old Mill Community, and Section Two, Old Mill Community.

Section 12. "He" or "him" shall mean and refer to persons of either gender.

Section 13. "Tenant" shall mean and refer to a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others and shall include roomer.

Section 14. "Roomer" shall mean and refer to a person occupying a dwelling unit that lacks a major bathroom or kitchen facility, in a structure where one or more major facilities are used in common by occupants of the dwelling unit and other dwelling units. Major facility in the case of bathroom means toilet or either a bath or shower, and in the case of a kitchen means refrigerator, stove or sink.

Section 15. "Dwelling unit" shall mean and refer to a structure or part of a structure that is used as a home or residence by one or more persons who maintain a household.

Section 16. "Rental Agreement" shall mean and refer to all agreements or leases, written or oral, and valid rules and regulations embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

Section 17. "Guest" shall mean and refer to a person who is not a resident of a property in Old Mill and visits a property in Old Mill and does not remain overnight or remains overnight for a period of time no longer than thirty (30) days during any consecutive twelve (12) month period and a minimum period of thirty (30) days shall have elapsed between visits which exceed two (2) full days.

Section 18. "Person" shall mean and refer to any individual, group of individuals, corporation, partnership, business trust, association or other legal entity, or combination thereof.

Section 19. "Park Land" shall mean the naturally wooded areas of the common area that are designated in the Bylaws to be tended and not maintained in a wild or uncultivated state. Tended means that the designated park land area shall be cared for by preserving the trees as required in the Declarations, removing fallen leaves and debris, removing weed growth, maintaining

cultivated shrubs and plants, and maintaining grass areas, natural and cultivated ground cover and mulched areas, at the discretion of the Board of Directors.

ARTICLE III MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot owned as described above. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period of not to exceed sixty (60) days for violation of any rules and regulations established by the Board of Directors governing the use of the Common and Parking Areas and facilities.

ARTICLE IV PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each member and his immediate family residing on the property shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to his tenants or contract purchasers who reside on the property, in accordance with the conditions set forth in these Bylaws. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member. The liabilities as a member as set forth in the Declaration and these Bylaws, including but not limited to a member's liability for assessments, may not be delegated. Members shall remain liable for damages to the Association and its properties, caused by themselves, their family members, their guests and their delegees and their guests.

Section 2. Members are responsible for enforcing the Association Declaration, Bylaws, and regulations with regard to the conduct and activities of their family members, guests or tenants and contract purchasers who reside on the property and their guests. In addition to all other remedies it may have, the Association has the right to notify the member or his agent of violations of the Declaration, Bylaws, or regulations by his family members, guests, or tenants or contract purchasers who reside on the property and their guests.

Section 3. Members are responsible for any deliberate or negligent damage to the Common Area or facilities caused by themselves, their family, or guests, or their tenants or contract purchasers who reside on the property and their guests. Unless paid sooner, payments received from

members who owe the Association charges for damages and repairs shall be applied first to any interest, charges or attorneys' fees and then to the oldest quarterly assessment that is owed. The Association may also collect charges as otherwise allowed by law.

Section 4. Members are responsible for all costs incurred by the Association in removing vehicles parked in the member's assigned parking spaces by themselves, their family, or their guests, or their tenants or contract purchasers who reside on the property and their guests, which are abandoned or junk vehicles as defined in the laws of the Commonwealth of Virginia or Fairfax County or are causing damage to the Common Area. Unless paid sooner, payments received from members who owe the Association charges for removal of such vehicles shall be applied first to any interest charges or attorneys' fees and then to the oldest quarterly assessment, that is owed. The Association may also collect charges as otherwise allowed by law.

Section 5. Members are responsible for ensuring that no noxious or offensive activities shall be carried on upon the property, nor shall anything be done thereon which is illegal or may be or may become an annoyance or nuisance to the neighborhood or disturb the neighbors' peaceful enjoyment of their premises or the Common Area.

Section 6. To the extent permitted by law, use of the Common Area and facilities is solely at the risk of the member, his family members, guests and tenants and contract purchasers who reside upon the property and their guests. To the extent permitted by law, the Association shall not be liable for any damage, injury or loss of property occurring on the Common Area, unless caused by the gross negligence of the Association.

Section 7. Members shall provide the Association with the names of all persons, except for the member's immediate family residing on the property with the member or bona fide guests, who reside on their property and are thereby delegated use of the Common Area and facilities by virtue of their residence on a property within the jurisdiction of the Association. An immediate family consists of one or more or all of the following: a spouse, minor children, legal dependents or elderly parents.

Section 8. Members who do not reside on their property shall notify the Association Secretary or other authorized person in writing of their current address and telephone number and, also, the name, address, and telephone number of the member's agent when there is one within thirty (30) days of moving from the property. The member shall provide both a day and night telephone number with which the Association can contact them in emergency situations.

Section 9. Members who enter into a rental agreement with other persons to reside on the member's property or portion thereof as allowed by the Fairfax County Code who will have use of the Common Area and facilities by virtue of their residence on a property within the jurisdiction of the Association shall delegate the use of the Common Area and facilities to the tenants or contract purchasers who reside on the property in the following manner:

- (a) Notify the Association Secretary or other authorized person, in such form as the Board of Directors shall prescribe, of the name of any such delegee and the names of other persons not listed in the rental agreement, except for bona fide guests, who are

authorized by the member to reside on the property. Notification shall be provided within thirty (30) days of changes of occupancy.

(b) Provide the Association Secretary or other authorized person a statement signed by both the member or his agent and the tenant (s) or contract purchaser(s) that the tenant(s) or contract purchaser(s) has (have) been provided a copy of the Declaration, Bylaws, and regulations.

(c) Provide the Association Secretary or other authorized person with a true and correct copy of any written rental agreement or, in the case in which residence on the property is solely under the terms of an oral rental agreement, a statement that the oral rental agreement embodies the terms contained in Subsections (d) through (i) of this section of the Association Bylaws.

(d) Include provisions in the rental agreement that require the tenant(s) or contract purchaser(s) to comply with the Declaration, Bylaws, and regulations; that the Association has the right to notify the member or his agent of violations of same; and that the violations constitute a breach of the rental agreement or failure to fulfill the terms of the rental agreement.

(e) Include provisions in the rental agreement which state that the tenant(s) or contract purchaser(s) is (are) entitled to the use of not more than two parking spaces and identify the assigned parking space numbers and street name.

(f) Include provisions in the rental agreement which state that the tenant(s) or contract purchaser(s) shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Common Area and facilities or permit any family member or guest to do so. The tenant(s) or contract purchaser(s) shall be responsible for any damage caused by his (their) failure to do so and that the member, if charged by the Association, has the right to charge the costs to the tenant(s) or contract purchaser(s) as additional rent or terminate the rental agreement if the tenant(s) or contract purchaser(s) fail to pay the costs and deduct the costs of such damages from the security deposit.

(g) Include provisions in the rental agreement which state that the tenant(s) or contract purchaser(s) are responsible for removing vehicles parked in their assigned parking spaces parked by themselves, their family, or their guests, which are abandoned or junk vehicles as defined in the laws of the Commonwealth of Virginia or Fairfax County or are causing damage to the Common Area. The tenant(s) or contract purchaser(s) are responsible for any costs incurred by the Association caused by his (their) failure to do so and that the member, if charged by the Association, has the right to charge the costs to the tenant(s) or contract purchaser(s) as additional rent or terminate the lease if the tenant(s) or contract purchaser(s) fail to pay the costs and deduct the costs from the security deposit.

(h) Include provisions in the rental agreement which state that the rights and privileges of the tenant(s) or contract purchaser(s) are subject to suspension to the same extent as those of the member.

(i) Include provisions in the rental agreement which state that to the extent permitted by law, use of the Common Area is solely at the risk of the tenant(s) or contract purchaser(s) and, to the extent permitted by law, the Association shall not be liable for any damage, injury or loss of property occurring on the Common Area, unless caused by the gross negligence of the Association.

ARTICLE V BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who are members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Vacancies. Vacancies arising because of death, resignation or under other provisions of these Bylaws shall be filled by the affirmative vote of a majority of the entire Board of Directors then in office even though less than a quorum. Any director so chosen shall hold office until the next annual meeting of the members at which time he shall stand for election for the unexpired portion of the term of his predecessor, if he chooses to continue as a director. He or his successor in the election shall hold office for the unexpired portion of the term of the vacancy for which elected until his successor is duly elected and shall qualify. Resignations from the Board may be written submissions to the Board or orally announced by the director at an open meeting of the Board of Directors or meeting of the members.

Resignations shall take effect on the date or at the time of an event specified by the resigning director. In the absence of a written or oral resignation, the office of a director, who is also a member of the Association, shall become vacant in the event that such director shall sell his or her lot.

Section 4. Removal. Any director may be removed from the Board, with or without cause, by the majority vote of the members of the Corporation. A director may be removed only at a meeting called for the purpose of removing him or her. The meeting notice shall state that the purpose or one of the purposes, of the meeting is removal of the director. In the event of such removal of a director, his successor may be nominated and elected, in accordance with Article VI of these Bylaws, at the meeting of the members at which the vote was taken to remove the director or selected by the remaining members of the Board of directors in accordance with Section 3 of this Article, if no nominations for a successor are made at the meeting of the members. A director removed by the vote of the members shall not be re-appointed by the Board

of Directors in accordance with Section 3 of this Article; however, such director may be elected to the Board at a subsequent meeting of the members.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties including loss of wages or salary or leave/vacation time charged to him by his employer. Reimbursement for wages, salary, leave or vacation shall be determined by affirmative vote of a majority of a quorum of the Board of Directors and shall be limited to those instances, such as court appearances, meetings with attorneys, meetings with contractors, and other similar type situations which are mandatory or may be performed only during the normal work day. The director must provide the Board of Directors written verification of the lost wages, salary, leave or vacation time. No director shall receive reimbursement for time voluntarily spent for such things as improving the common area or other type work for the Association which may be accomplished outside the normal workday.

Section 6. Indemnification.

(a) Each director, officer and employee of the Association (and his heirs, executors, and administrators) shall be indemnified by the Association against reasonable costs and expenses (including attorney's fees) incurred by him in connection with any action, suit, or proceeding, or threatened action, suit or proceeding (whether civil, administrative or investigative unless an action by or in the right of the Association) to which he may be made party by reason of his being or having been a director, officer, or employee of the Association to the maximum extent permitted under applicable law if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in relation to any action, suits or proceedings in which he has been adjudged liable because of gross negligence or misconduct in the performance of his duty to the Association, which shall be deemed to include willful misfeasance, bad faith, or reckless disregard of the duties involved in the conduct of his office.

In the absence of an adjudication which expressly absolves the director, officer, or employee of liability to the Association or its members for gross negligence and misconduct, within the meaning thereof as used herein, or in the event of a settlement, each director, officer, and employee (and his heirs, executors, and administrators) shall be indemnified by the Association against payments made, including reasonable costs and expenses, provided that such indemnity shall be conditioned upon prior determination by a majority vote of those members of the Board of Directors of the Association, who are not involved in the action, suit or proceeding, that the director, officer, or employee has no liability by reason of gross negligence or misconduct, within the meaning thereof as used herein, and provided further that if a majority of the members of the Board of Directors of the Association are involved in the action, suit, or proceeding, such determination shall have been made by a written opinion of independent counselor by a majority vote of the members.

Amounts paid in settlement shall not exceed costs, fees and expenses which would have been reasonably incurred if the action, suit or proceeding had been litigated to a conclusion.

Such a determination by the Board of Directors or by independent counsel or by the members, and the payments of amounts by the Association on the basis thereof, shall not prevent a member from challenging such indemnification by appropriate legal proceedings on the grounds that the person indemnified was liable to the Association or its security holders by reason of gross negligence or misconduct, within the meaning thereof as used herein.

The forgoing rights and indemnification shall not be exclusive of any other rights to which the officers, directors, and employees may be entitled according to the Virginia Code or any other law.

(b) No officer of the Association or member of the Board of Directors shall be personally liable for the performance of any contract or agreement entered into by the officer or Board of Directors on behalf of the Association.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made and determined by a nominating Committee made up of three persons. Nominations may also be made from the floor at the annual meeting but may not be so made to increase the aggregate number of persons determined by the nominating Committee to constitute the entire Board of Directors. The nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two members of the Association who may also be members of the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members and shall serve until their successors are chosen prior to the next annual meeting and such appointment shall be announced at each annual meeting. The nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Such nominations may be made from among members or non-members. To be eligible for nomination and to serve on the Board of Directors, a member of the Association shall be in good standing in the Association and have no delinquent assessments or charges owing to the Association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such elections the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least as often as quarterly at such place and hour as may be fixed from time to time by Resolution of the Board. Notice of the time, date and place of each meeting of the Board of Directors shall be published where it is reasonably calculated to be available to a majority of the members.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Corporation, or by any two directors, after not less than three (3) days' written notice to each director at his residence or place of business or after not less than two (2) days personal notice. Any director who attends a special meeting in person shall be deemed to have waived notice of such meeting, whether actually given or not.

Section 3. Quorum.

(a) A majority of the number of directors, specified in Article V, Section 1, shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board. Directors present by telephone or video or similar electronic means at a meeting held in accordance with the requirements of Section 8 of this Article shall be included in the number of directors that constitute a quorum unless the articles of incorporation, bylaws or declarations require the vote of a greater number of directors. No director may be present by proxy

(b) A meeting of the Board of Directors may be held with no less than three (3) directors present to receive comments from members, reports and information. At least two directors shall be physically present at the meeting location if the meeting is held in accordance with the requirements of Section 8 of this Article. No act or decision or other business may be transacted at such meeting without the quorum required in Subsection (a) of this section except as specified in Article V, Section 3. Such meetings shall be considered open meetings and minutes of the meeting shall be recorded and notification of the meeting shall be provided as required for regular or special meetings.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors duly called and held and shall be announced in an open session of a meeting of the directors and recorded in the minutes of the meeting.

Section 5. Open Meetings. Open meetings may be held at such places within the Commonwealth of Virginia, Fairfax County, as may be designated by the Board of Directors. All meetings of the Board of Directors shall be open to all members of the Association except as provided in Section 6 of this Article.

Subject to reasonable rules adopted by the Board of Directors, the Board of Directors shall provide a designated period of time during a meeting to allow members an opportunity to comment on any matter relating to the Association. During a meeting at which the agenda is limited to specific topics or at a special meeting, the Board of Directors may limit comments of members to the topics listed on the meeting agenda. Nonmembers may attend a meeting of the Board of Directors only at the discretion of the Board of Directors or as required by law or as provided elsewhere in the Bylaws and their presence may be limited only to those subjects in which they have a direct concern. The Board of Directors shall have the right to deny the continued presence at a meeting of the Board of Directors of a member or other person who disrupts the proceedings of the meeting.

The Association Secretary or other Director in the absence of the Secretary, upon request shall provide a member the date, time and place of a scheduled meeting of the Board of Directors.

Minutes shall be recorded and shall be available as provided in Article XII of the Association Bylaws.

Requests by a member to be notified of Board of Directors meetings on a continual basis shall be made at least once a year in writing and include the member's name, address, zip code, telephone number and e-mail address (if applicable). Notice, reasonable under the circumstances, of special or emergency meetings shall be given contemporaneously with the notice provided members of the Board of Directors. Notification may be by telephone, e-mail or by delivery of such notice to the door of the member's residence in Old Mill as well as by mailing such notice, postage prepaid, to the member's address supplied by the member to the Association for the purpose of notice.

Any member may make a recording of any portion of a meeting required to be open. The Board of Directors may adopt rules governing the placement and use of equipment necessary for recording a meeting to prevent interference with the proceedings.

Voting by secret or written ballot in an open meeting, except for the election of officers, by the Board of Directors is prohibited.

Section 6. Closed Meetings. The Board of Directors may convene in closed session to consider personnel matters; consult with legal counsel; discuss and consider contracts, potential or pending litigation and matters involving violations of the declaration or rules and regulations adopted pursuant thereto for which a member, his or her family members, tenants, guests or other invitees are responsible; or discuss and consider the personal liability of members to the Association including individual delinquent accounts, upon the affirmative vote in an open meeting to assemble in closed session.

The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes.

The Board of Directors shall restrict the consideration of matters during the closed portions of meetings to only those purposes specifically exempted and stated in the motion.

No contracts, motion or other action adopted, passed or agreed to in closed session shall become effective unless the Board of Directors, following the closed session, reconvenes in open meeting and takes a vote on such contract, motion or other action which shall have its substance reasonably identified in the open meeting.

The requirements of this section shall not require the disclosure of information in violation of law.

Section 7. Recorded Votes and Statements. Any member of the Board of Directors shall have the right to require a roll call vote on any vote taken in an open meeting of the Board of Directors, except for election of officers. A record of how each member voted and the result of the vote shall be entered into the minutes of the meeting. Any member of the Board of Directors shall have the right to have a written statement of reasonable length not to exceed two pages concerning any matter under consideration by the Board at an open meeting entered into the minutes of the meeting.

Section 8. Meetings by Telephone or Video Conference. The Board of Directors may permit any or all directors to participate in a regular or special meeting, or conduct the meeting through the use of telephone conference, video conference or similar electronic means by which all directors may simultaneously hear each other during the meeting. If a meeting of the Board of Directors is conducted by telephone conference or video conference or similar electronic means, at least two members of the Board of Directors shall be physically present at the meeting place included in the notice. The audio equipment shall be sufficient for any member in attendance to hear what is said by any member of the Board of Directors participating in the meeting who is not physically present.

Section 9. Voting by Directors. A director who is present at a meeting of the Board of Directors when action is taken is deemed to have assented to the action taken unless: (i) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting specified business at the meeting, or (ii) he or she votes against, or abstains from, the action taken. A vote by a director with respect to any measure or matter at a Board of Directors meeting may not be cast by a proxy.

Section 10. Waiver of Notice by Directors.

(a) A director may waive any notice of a meeting required by the Virginia Nonstock Corporation Act, the declarations, the articles of incorporation or these bylaws before or after the date and time stated in the notice, and such waiver shall be equivalent to the giving of such notice. Except as provided in Subsection (b) of this section, the waiver shall be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records.

(b) A director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

**ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

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

- (a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Corporation pursuant to the Declaration. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors, who is also a member of the Association, to be vacant in the event that such director shall be delinquent for thirty days or more in paying the Association assessment or other charges owing to the Association.
- (e) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (f) employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting, or at any special meeting when such statement is requested in writing by Class A members entitled to cast one-fourth (1/4) of the votes of such class;
- (b) supervise all officers, agents and employees of the Corporation, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration to:
 - (i) fix the amount of the annual assessment against each Lot or Living Unit at least thirty (30) days in advance of each annual assessment period;

- (ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether the assessment has been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area landscape, streets, sidewalks, curbs and facilities to be maintained;
- (h) cause the Common Area and the curbs of the public streets and right-of-way adjacent to the Common Area to be cleaned of litter, trash and debris;
- (i) maintain the fire lane markings as approved by the Fairfax County Fire Marshal;
- (j) establish a Street and Sidewalk Maintenance Reserve Fund;
- (k) establish a Contingency and Capital Reserve Fund and:
- (l) cause a reserve study to be conducted every five years to determine the necessity and amount of reserves required to repair, replace and restore capital components as required by the Virginia Property Owners' Association Act.

ARTICLE IX COMMITTEES

Section 1. Creation of Committees and Subcommittees. The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees and subcommittees as deemed appropriate in carrying out its purpose. The creation of a committee or subcommittee and appointment of directors and members of the Association to it shall be approved by a majority of the number directors specified in Article VII, Section 3. Each committee or subcommittee shall consist of three (3) or more persons at least one of which shall be a director, one designated as the chair.

Section 2. Duties of Committees and Subcommittees. It shall be the duty of each committee and subcommittee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of

the Association as is further concerned with the matter presented. It shall perform such other duties that the Board of Directors or the bylaws delegate to the committee or subcommittee.

Section 3. Authority of Committees and Subcommittees. To the extent specified by the Board of Directors or in the articles of incorporation or bylaws, each committee or subcommittee may exercise the authority of the board of directors except that a committee or subcommittee or the chair of committee or subcommittee may not:

- (a) Approve a contract or agreement unless specifically authorized by the Board of Directors to do so;
- (b) Sign contracts, agreements; leases, mortgages, and deeds.”
- (c) Obligate funds unless specifically authorized by the Board of Directors and not above a limit specified by the Board of Directors;
- (d) Acquire or dispose of real or personal property of the Association;
- (e) Adopt or change the annual assessment, special assessments, fees, charges or monetary penalties;
- (f) Adopt and publish rules and regulations concerning the Association;
- (g) Declare a member of the Association to be in default of assessment payments, fees, charges and monetary penalties owed to the Association;
- (h) Assess monetary penalty charges against a member of the Association for violation of the Association rules and regulations, bylaws and Declarations of Covenants, Conditions and Restrictions;
- (i) Suspend voting rights of member;
- (j) Suspend the rights of a member to use Association facilities;
- (k) Declare the office of a director to be vacant;
- (l) Employ a manager, independent contractors, or other employees unless specifically authorized by the Board of Directors to do so;
- (m) Fill vacancies on the board or on any of its committees or subcommittees;
- (n) Amend articles of incorporation;
- (o) Adopt, amend, or repeal the bylaws;
- (p) Approve a plan of merger not requiring member approval;

(q) Approve or recommend to members action that the Virginia Nonstock Corporation Act requires to be approved by members.

Section 4. Board Authority over Committees and Subcommittees. The Board of Directors may overrule, invalidate or otherwise change a decision of a committee or subcommittee except that the Board of Directors shall not subsequently disapprove an exterior change to a property after the Architectural Control Committee has approved such request and provided the property owner with written notice of the approval. Any member of a committee or subcommittee may refer any matter to the Board of Directors for a final decision.

Section 5. Committee and Subcommittee Meetings.

(a) Frequency and Notice of Meetings. Meetings of committees and subcommittees shall be held at a frequency necessary to discharge the duties of the committee or subcommittee and shall be open to all members of the Association except as provided in subsection (g) of this section. Open committee and subcommittee meetings may be held at such places within the Commonwealth of Virginia, Fairfax County, as may be designated by the committee or subcommittee. Committee and subcommittee meetings shall be held when called by the chair of the committee or subcommittee, or by any two members of the committee or subcommittee. Notice of the time, date and place of each committee or subcommittee meeting shall be made in accordance with the requirements of the Virginia Nonstock Corporation Act and the Virginia Property Owners' Association Act. Any committee or subcommittee member who attends or participates in a committee or subcommittee meeting in person or present by telephone or video or similar electronic means shall be deemed to have waived notice of such meeting, unless the committee or subcommittee member at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

(b) Quorum. A majority of the number of persons appointed to the committee or subcommittee shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of committee or subcommittee members present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the committee or subcommittee. Committee or subcommittee members present by telephone or video or similar electronic means at a committee or subcommittee meeting shall be included in the number of committee or subcommittee members that constitute a quorum. No committee or subcommittee member may be present by proxy.

(c) Meetings by Telephone or Video Conference. Members of a committee or subcommittee may participate in a committee or subcommittee meeting by telephone or video conference or similar electronic means by which all members of the committee or subcommittee may simultaneously hear each other during the meeting. If a committee or subcommittee meeting is conducted by telephone conference or video conference or similar electronic means, at least two members of the committee or subcommittee shall be physically present at the meeting place included in the notice. The audio equipment

shall be sufficient for any member of the Association in attendance to hear what is said by any member of the committee or subcommittee participating in the meeting who is not physically present.

(d) Voting by Committee or Subcommittee Members. A committee or subcommittee member who is present at a meeting of the committee or subcommittee when action is taken is deemed to have assented to the action taken unless:

(i) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting specified business at the meeting, or

(ii) he or she votes against, or abstains from, the action taken. A vote by a committee or subcommittee member with respect to any measure or matter at a committee or subcommittee meeting may not be cast by a proxy. Voting by secret or written ballot by committee or subcommittee members at committee or subcommittee meeting is prohibited.

(e) Waiver of Notice by Committee or Subcommittee Members.

(i) A committee or subcommittee member may waive any notice of a meeting required by the Virginia Nonstock Corporation Act, the declarations, the articles of incorporation or these bylaws before or after the date and time stated in the notice, and such waiver shall be equivalent to the giving of such notice. Except as provided in clause (ii) of this subsection, the waiver shall be in writing, signed by the committee or subcommittee member entitled to the notice, and filed with the minutes or corporate records.

(ii) A committee or subcommittee member's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the committee or subcommittee member at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

(f) Recording Meetings. Any member of the Association may record any portion of a committee or subcommittee required to be open. The committee or subcommittee conducting the meeting may adopt rules governing the placement and use of equipment necessary for recording a meeting to prevent interference with the proceedings.

(g) Closed Meetings. Committees and subcommittees may meet in executive session in accordance with the same requirements and restrictions of Article VII, Section 6, of these Bylaws, that apply to Board of Director meetings.

Section 6. Committee and Subcommittee Records. All decisions, actions and recommendations of a committee or subcommittee shall be reported by the chair of the committee or subcommittee to the Board of Directors at an open meeting of the Board and

recorded in the minutes of the meeting except for matters that are authorized to be considered in a closed session in accordance with Article VII, Section 6, of these Bylaws or the Virginia Property Owners' Association Act. Committee and subcommittee matters authorized to be considered in a closed session shall be announced in an open meeting of the board and reported to the board in a closed session in accordance with Article VII, Section 6 of these Bylaws.

Section 7. Standards of Conduct. The creation of, delegation of authority to, or action by a committee or subcommittee does not alone constitute compliance by a director with the standards of conduct described in the Virginia Nonstock Corporation Act."

ARTICLE X MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held during the month of October on such date and at such hour and place as may be designated by the Board of Directors in the notice of the meeting. Meetings of members may be held at such places within the Commonwealth of Virginia, Fairfax County, as may be designated by the Board of Directors.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the secretary or person authorized to call the meeting by mailing a copy of such notice postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of the members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. A proxy shall be signed personally by the member except when the member has specifically granted power of attorney in writing to another individual to represent the member in conducting the affairs of the Association, in which case a copy of the signed power of attorney shall be filed with the proxy. Members shall provide to the Association a residence or business address and telephone number at which the Association may contact the member directly to verify a proxy. The Board of Directors may declare a member's proxy invalid if the member has not provided an address and

telephone number at which the Association may contact the member directly to verify the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Section 6. Membership List for Meetings.

(a) For a period of ten days prior to a meeting of the members, a list of members of the Association shall be subject to inspection by any member in accordance with Article XII, of these Bylaws. Such list shall also be produced and kept open at the time and place of a meeting of the members and shall be subject to the inspection of any member during the whole time of the meeting. The original record of members shall be prima facie evidence as to who are the members entitled to examine such list or records or to vote at any meeting of members.

(b) If the requirements of this section have not been substantially complied with by the Association, the meeting shall, on the demand of any member in person or by proxy, be adjourned until the requirements are complied with. Refusal or failure to prepare or make available the members' list does not affect the validity of action taken at the meeting prior to the making of any such demand, but any action taken by the members after the making of any such demand shall be invalid and of no effect.

ARTICLE XI OFFICERS AID THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer and such other officers as the Board may from time to time, by resolution, create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, along with such other person as designated by the Board of Directors.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their address in a form that permits preparation of a list of the names and addresses of all members in alphabetical order and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; at the completion of each fiscal year, cause an independent annual audit of the Association books to be made by a certified public accountant who shall not be a director or officer of the Association nor related by blood or marriage to a director or officer of the Association; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE XII
BOOKS AND RECORDS**

Section 1. Access to Association Records. Subject to Section 2 of this Article, the books, records and papers kept by or on behalf of the Association shall be available for examination and copying by a member in good standing or his authorized agent, to protect his interest. This right

of examination shall exist without reference to the duration of membership and may be exercised only during reasonable business hours, during a regularly scheduled Board of Directors meeting, during a meeting of the membership or at a mutually convenient time and location and upon five days' written notice.

Section 2. Restricted Records. Books and records kept by or on behalf of an association may be withheld from inspection and copying to the extent that they concern:

- (a) Personnel matters or a person's medical records;
- (b) Communications with legal counsel or attorney work product;
- (c) Transactions currently in negotiation and agreements containing confidentiality requirements;
- (d) Pending litigation;
- (e) Pending matters involving formal proceedings for enforcement of the Association documents or rules and regulations promulgated pursuant thereto;
- (f) Disclosure of information in violation of law; or
- (g) Meeting minutes or other records of an executive session of the Board of Directors held in accordance with Article VII, Section 6, of these Bylaws.

Section 3. Document Charges. The Association may impose and collect a charge, reflecting the actual costs of materials and labor, prior to providing copies of any books and records to a member in good standing under this Article. The Association may charge a reasonable cost for the purchase of Association documents, such as but not limited to the Declarations, Bylaws and rules and regulations.

ARTICLE XIII ASSESSMENTS AND CHARGES

Section 1. Assessments. As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured as a continuing lien upon the property against which the assessment is made. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his lot.

Section 2. Due and Delinquent Dates. The annual assessment period begins on the first day of November each year. Assessments are due the first day of each quarterly assessment period and are delinquent if not paid within thirty (30) days after the due date. The quarterly assessment periods begin on the first day of November, February, May and August of each year.

Section 3. Effect of Nonpayment of Assessments and Charges: Remedies of the Association

(a) Any assessment which is not paid within thirty (30) days after the due date, shall bear interest from the date of the delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees involved in any such action shall be added to the amount of such assessment. Any other costs for collection of assessments and charges owed the Association shall be charged to the member.

(b) The Board of Directors shall establish a late charge of twenty percent (20%) of the quarterly assessment for each quarter in which an assessment is not paid in full within thirty (30) days after the due date.

The Board of Directors may waive the late charge for delinquent accounts during the period in which the account has been turned over to a collection agent, the member is paying attorney or collection fees for the delinquency, and/or the member is making regular payments agreed to with the Association and the collection agent. Any forbearance by the Association shall be for the sole convenience of the Association and at the discretion of the Board of Directors.

(c) The Board of Directors shall establish a returned check charge of twenty percent (20%) of the quarterly assessment. The returned check charge in addition to the costs incurred by the Association shall be charged to the member.

The Board of Directors may waive the returned check charge in circumstances which it deems appropriate.

(d) If an Owner fails to pay two quarterly assessments by the thirtieth (30th) day after the due date of the second assessment, all remaining installment payments for that fiscal year shall be accelerated, and the entire balance of the applicable annual, special or additional assessment, as the case may be, shall be due and payable in full.

(e) Payments received from members whose assessment accounts are in arrears or are owing other charges or attorneys' fees to the Association shall be applied first to any interest, charges or attorneys' fees and then to the oldest quarterly assessment that is past due and/or owing. The Association may also collect charges as otherwise allowed by law.

(f) During the period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid.

Section 4. Special Assessments. As more fully provided in the Declaration, the Association may levy a special assessment in accordance with the procedures contained in the Declaration.

In addition to all other assessments which are authorized in the Declaration, the Board of Directors shall have the power to levy a periodic special assessment as provided by law if the purpose in so doing is in the best interests of the Association and the proceeds of such assessment are used primarily for the maintenance and upkeep, including capital expenditures, of the Common Area.

Any such special assessment levied by the Board of Directors may be rescinded by a majority vote of the members attending a special meeting of the membership requested in writing by the members for that purpose in accordance with the provisions of Article X of the Association Bylaws within sixty days of receipt of the notice of such assessment. Notification and quorum for such meeting shall be as provided in Article X of the Association Bylaws.

The effect of non-payment by a member of the special assessment provided for in this section shall be as provided for in law, the Declaration and Article XIII, Section 3, of these Bylaws.

The Board of Directors shall not levy a special assessment provided for in this section, until after such time as the members of the Association either have rejected a regular or special assessment in accordance with the procedures in the Declaration or the quorums for the meetings specified in the Declaration for this purpose have not been met.

No director or officer of the Association shall be liable for failure to perform his or her fiduciary duty if a special assessment for the funds necessary for the director or officer to perform his or her fiduciary duty is rescinded by the owners pursuant to this section, and the Association shall indemnify such director or officer against any damage resulting from any claimed breach of fiduciary duty arising there from.

ARTICLE XIV CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: OLD MILL COMMUNITY COUNCIL, INC.

ARTICLE XV AMENDMENTS

Section 1. Amendment. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that amendment of Section 2, ARTICLE XVII, requires approval of not less than seventy-five percent (75%) of the members in Section One, Old Mill Community. The Board of Directors is expressly prohibited from amending, repealing or adding to the Association Bylaws.

Section 2. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, amendment of the Declaration of Covenants, Conditions and Restrictions, and the amendment of these Bylaws.

Section 3. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 4. Proposed Amendments. Any proposed amendment to these Bylaws to be considered at the regular annual meeting or a special meeting of the members shall be presented in writing to the Association Secretary not later than sixty (60) days prior to the meeting, unless waived by the Board of Directors. Amendments may be proposed by the Board of Directors with the approval of no less than five Directors, or by a member with the written endorsement of four (4) other members.

Section 5. Notification. The Board of Directors shall notify the members of any proposed amendment to the Bylaws and provide the members an opportunity for a hearing at a Board of Directors meeting on the proposal at least twenty-five (25) days prior to the meeting at which the members will vote on the amendment. Notification of the hearing and a draft of the proposed amendment shall be provided to the members at least fifteen (15) days before the hearing. The Board of Directors shall consider the written comments of members who cannot attend a hearing.

Members shall be provided a copy of any proposed amendment to the Bylaws in final form at least fifteen (15) days before the meeting at which the members will vote on the amendment.

A member shall be deemed notified of a hearing before the Board of Directors and provided a copy of a proposed amendment by delivery to the door of the member's residence in Old Mill by the times specified above or by mailing such notice or proposed amendment, postage prepaid, by the times specified above, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Notice of a meeting of the members shall be as provided in ARTICLE X of these Bylaws pertaining to the Meetings of Members.

Section 6. Severability. All individual provisions, paragraphs, clauses, sections, sentences, and words in these Bylaws shall be severable and if any one or more such provision, paragraph, clause, section, sentence or word is determined by any court, administrative body, or tribunal, having proper jurisdiction, to be in any way unenforceable, or to be in any way volatile or in conflict with any law of any applicable jurisdiction such determination shall have no effect whatsoever on any of the remaining provisions, paragraphs, clauses, sections, sentences, or words of these Bylaws which shall remain in full force and effect provided the severance does not plainly and clearly alter the plain intent of the remaining provisions, paragraphs, clauses, sections, sentences, or words.

ARTICLE XVI FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of November and end on the 31st day of October of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVII
MEMBER PARKING RIGHTS

Section 1. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. Use of the parking spaces shall be subject to the laws of the Commonwealth of Virginia and Fairfax County, the conditions and restrictions contained in the Declarations, and the rules and regulations of the Association adopted by the Board of Directors or contained in the Bylaws.

Section 2. Assigned Parking Spaces for Members in Section One, Old Mill Community. The Association shall permanently assign two vehicle parking spaces for each dwelling in Section One, Old Mill Community. This Section of the Bylaws may be amended only by approval of not less than 75% of the members in Section One, Old Mill Community, voting in person or by proxy at a special meeting called for that purpose. The quorum for the special meeting shall be 75% of the members in Section One, Old Mill Community. A special meeting of the members in Section One, Old Mill Community, may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all votes of the membership in Section One, Old Mill Community. Notification of a special meeting shall be as provided for in the Section of the Bylaws pertaining to Notice of Meetings.

Section 3. Assigned Parking: Spaces for Members in Section Two, Old Mill Community. Assigned parking spaces for Members in Section Two, Old Mill Community, shall be as provided for in the Declaration for Section Two, Old Mill Community.

Section 4. Member Authorization for Towing.

(a) The Board of Directors shall authorize a towing company to come on Association property and remove vehicles parked in the assigned parking space of a lot owner without the permission of the lot owner or his or her designee or remove a vehicle double-parked in the fire lanes behind the assigned parking space of a lot owner or otherwise blocking access to the assigned parking space of a lot owner. A vehicle parked in the assigned parking space of another lot owner without his permission may be towed or otherwise removed from Association property and stored at the vehicle owner's expense in accordance with Fairfax County Code.

(b) An owner or his delegee may authorize the towing from Association property those vehicles which are parked in or blocking access to his assigned parking space. The owner or his delegee shall be solely responsible for contacting the authorized towing company and authorizing the towing company to remove a vehicle parked in his assigned parking space without his permission. The Association shall assume no responsibility or liability for vehicles towed at the request of an owner or his delegee nor shall Association Board Members, officers, or employees, acting in such capacity of the Association, contact a towing company on behalf of an owner or his delegee to remove a vehicle parked in or blocking access to the assigned parking space of another owner or his delegee.

Section 5. Parking Space Marking and Notice. The Association shall mark the designated automobile parking spaces with lines on the curb or street surface. Assigned parking spaces shall be clearly marked as "RESERVED" and each assigned parking space on a street shall be individually identified by numbers or letters. To protect the security of residents, the Association shall not individually identify parking spaces with the street address numbers of the property to which a parking space is assigned nor shall the Association generally disseminate a list of parking space assignments. Such list shall be made available to members only as required or permitted by the Virginia Property Owners' Association Act. Owners or their delegees shall not add addresses, names or other markings to their assigned parking spaces. The Association shall erect signs at each street entrance to Association property and at other appropriate locations on Association property stating that parking spaces are reserved and shall be enforced by towing at the vehicle owner's expense. Such marking and signs shall constitute due notice to all persons who park on Association property and no further notice shall be required prior to towing a vehicle parked in the assigned parking space of an owner without permission.

Section 6. Parking Restrictions.

(a) No vehicle shall be parked in the parking space assigned to another owner without permission from the owner or his delegee.

(b) The parking spaces shall be used solely for the parking of motor vehicles in accordance with the Declaration; Association Bylaws, rules, and regulations; and the laws of the Commonwealth of Virginia or Fairfax County.

(c) Motor vehicles, except for two wheel vehicles, shall be parked only in the designated parking spaces. No vehicle shall be double-parked or parked along the curbs in the fire lanes designated by the Fairfax County Fire Marshal.

(d) Vehicles, including motorcycles, boats, trailers, and mopeds shall not be parked on the walk, porch or front or side lawn of a lot or driven or parked on the Common Area outside the designated parking and street areas. Two wheel motor vehicles may be parked behind a house within the privacy fence or within the lot property line where no privacy fence exists; however, such vehicles shall not be driven on the Common Area but shall be pushed with the driver and all persons dismounted.

e) Vehicles shall be parked in such a manner so as to not encroach on the adjacent assigned parking space of another owner or in any way prevent access to the assigned parking space of another owner.

(f) Owners or their delegees shall move vehicles from their assigned parking spaces upon request to allow moving vans, construction equipment, or emergency equipment access to another property or when necessary for street, sidewalk, utility, or other maintenance.

(g) Except for motorcycles, vehicles shall not be double-parked behind one another in or behind a parking space. Two or more motorcycles or a motorcycle and a small car may be parked in a single parking space provided such parking shall not interfere with the use

of an adjacent parking space assigned to another owner or extend into or block all or a portion of the traffic lanes.

(h) The designated visitor parking spaces shall not be used regularly to park any vehicle. *For the purposes of this subsection, "regularly" is defined as a sum of more than 48 hours within any thirty (30) day period, unless arrangements have been made with the Board of Directors.* No vehicle shall be parked in the visitor parking spaces in excess of 48 hours, unless arrangements have been made with the Association. *Failure to comply with this subsection may subject the owner to monetary charges in accordance with the Association's Due Process Resolution. In addition, failure to comply with this subsection will result in towing of the vehicle and in an immediate fine of \$50.00 for one offense or \$10.00 a day for a continuing offense.*

Section 7. Vehicle Restrictions.

(a) No motor vehicle except one that may be classified as non-commercial passenger car, station wagon, van or standard size light truck with a rated carrying capacity of 2,000 pounds (1 ton) or under or motorcycle shall be regularly parked in the parking spaces. Standard size light trucks are defined as trucks with a rated carrying capacity of 2,000 pounds (1 ton) or under which do not exceed seven feet in height from the ground to the roof top (excluding antenna, luggage rack, lights. etc).

(b) Boats on cradles or trailers, trailers, motor homes larger than a van, over-the-cab truck inserts, light trucks which exceed seven feet in height from the ground to the roof top (excluding antenna, luggage rack, lights, etc.), commercial vehicles, vending vehicles, buses including marked school and church vans, farm or agriculture vehicles and equipment, construction vehicles and equipment, utility body and utility bed trucks, step vans, and vehicles not permitted to operate on the public roads of the Commonwealth of Virginia shall not be regularly parked in the parking spaces and shall not be parked in the parking spaces for a period longer than 24 hours. Commercial vehicles are defined as any vehicle with a rated carrying capacity of 1,500 pounds (3/4 ton) or more, and any vehicle, regardless of capacity, which displays advertising lettered thereon or which is licensed as a "for hire" vehicle, or which contains visible commercial equipment, including, but not limited to tools, machinery, and ladders. For the purposes of these Bylaws, commercial vehicles shall not be deemed to include a police or government sedan or a van or standard size light truck with a rated carrying capacity of 2,000 pounds (1 ton) and under which is generally recognized as a personal use passenger or recreational type vehicle or does not display advertising lettered thereon or is not "for hire" and is otherwise in conformance with the restrictions of these Bylaws and the Virginia and Fairfax County Codes.

(c) No vehicle that extends into and blocks all or a portion of the traffic lanes or is wider than a parking space shall be parked in a parking space at any time except that moving and deliver vans and construction vehicles may be parked in the parking spaces for a reasonable time during a day to accomplish the moving, delivery, or construction. Such vehicles may not be parked overnight on Association property.

(d) No vehicle which does not bear a current license plate or valid state inspection certificate as required by law shall be regularly parked in the parking spaces. In accordance with the laws of the Commonwealth of Virginia and Fairfax County, such vehicles shall be considered abandoned.

(e) No junk vehicle shall be parked in the parking spaces. A junk vehicle is defined as any motor vehicle, trailer or semi-trailer that cannot be operated in its existing condition because the parts necessary for operation such as, but not limited to, tires, windshield, engine, drive train, driver's seat, steering wheel or column, gas or brake pedals are removed, destroyed, damaged or deteriorated.

(f) No vehicle which is leaking large quantities of oil, gasoline, or other fluids or is any way damaging the street or sidewalks shall be parked in the parking spaces.

(g) No parking space shall be occupied by an unattended vehicle on blocks or jacks.

Section 8. Vehicle Maintenance Restrictions.

(a) Only minor vehicle maintenance such as tire changes, engine tune-ups, washing and waxing, etc., shall be done on Association property and shall be done only in the authorized parking spaces. Major maintenance which would render the vehicle inoperable for a period in excess of 72 hours or require the dismantling or removing of the engine, transmission or other major body components of the vehicle such as doors, fenders and hoods shall be prohibited at all times.

(b) Maintenance may be performed only on the vehicle of a resident, except for an emergency break down of a vehicle of a nonresident which shall occur on Association property. Bringing vehicles of nonresidents onto Association property to perform maintenance shall be prohibited.

(c) Vehicle maintenance shall not create a noise nuisance; cause damage to the streets, sidewalks or other Association property or the property of another resident; or create litter of trash and auto parts.

(d) Vehicle maintenance shall be conducted in a safe manner. No vehicle shall be left unattended on blocks or jacks.

Section 9. Enforcement of Parking, Vehicle and Vehicle Maintenance Restrictions.

(a) In addition to other remedies that the Association may have, the Association specifically shall have the power to tow or otherwise remove and store at the vehicle owner's expense, abandoned or junk vehicles, vehicles damaging Association property, vehicles which pose a safety hazard, vehicles parked in the traffic lanes, vehicles parked on the common area outside the designated parking spaces, restricted vehicles and unauthorized vehicles parked in the visitor parking spaces. Except for vehicles causing immediate damage to Association property, vehicles posing an immediate safety hazard,

vehicles parked on the common area outside the designated parking spaces, vehicles double parked as defined in Article XVII Section 6 (g) or *vehicles parked in violation of Article XVII Section 6 (h)* which may be towed or otherwise removed immediately from Association property, the Association shall give due notice of the Association's intent to remove and store a vehicle at the vehicle owner's expense by placing a notice on the vehicle stating the nature of the violation and the date after which the vehicle shall be subject to towing. In such cases the Association shall allow a minimum of 24 hours for the owner of the vehicle to correct the violation prior to removing the vehicle. The association shall follow procedures for towing and storage as provided by law.

(b) Owners and their delegees shall have the authority only to remove vehicles which are parked in or blocking access to their assigned parking spaces as provided in Article XVII, Section 4, of these Bylaws. Marking the parking spaces and erecting signs as provided for in Article XVII, Section 5, of these Bylaws, shall constitute due notice to all persons who park on Association property of the enforcement by towing of vehicles parked in assigned parking spaces without permission and no further notice shall be required.

(c) Owners and their delegees shall be responsible for informing their guests of the restrictions on the use of the visitor parking spaces as well as the other parking, vehicle and vehicle maintenance restrictions of the Association.

(d) The Old Mill Community Council specifically permits the Fairfax County Police to enter Association property to enforce the law concerning vehicles parked in the fire lanes designated by the Fairfax County Fire Marshal or enforce other violations of the law.

ARTICLE XVIII STREET AND SIDEWALK MAINTENANCE RESERVE FUND

Section 1. Creation of Fund. A special and permanent fund shall be established to provide for future obligations which the Association may incur with respect to the responsibilities for repair and replacement of streets, curbs and gutters, and sidewalks. The fund shall be established by the deposit of funds into a separate account to be called the Street and Sidewalk Maintenance Reserve Fund. The fund shall be effective with the start of the annual assessment period which begins November 1, 1987. An initial deposit will be made within 15 days of the end of the first quarterly assessment period. Deposits into the fund shall be made as prescribed in Section 2 of this Article.

Section 2. Deposits into Fund. The treasurer shall deposit into this fund an amount determined by the Board of Directors in the Budget for the following year but in no case less than a minimum of 10% of the annual assessment received each year. Deposits will be made at a minimum of within 15 days of the close of each quarterly assessment period. The Board of Directors may deposit into the fund additional monies which it determines to be surplus, after current obligations are met or unneeded funds from the Contingency and Capital Reserve Fund. The requirement to deposit the minimum percentage of the annual assessment shall be waived in the event that the Association income is not sufficient to maintain operating expenses and the members do not approve an annual assessment increase as provided in the Declaration to cover

operating expenses and the mandatory deposits to the reserve funds. The waiver for the mandatory deposits to the street and Sidewalk Maintenance Reserve Fund shall not go into effect until such time as it is presented to the members and a vote taken on an increase in the annual assessment at an annual meeting of the members or a special meeting of the members called for that purpose.

Section 3. Investment of Fund Balances. The treasurer, with the approval of the Board of Directors, may select an appropriate investment advisor to manage monies accumulated in this fund provided such advisors are the trust department or officers of any member bank of the Federal Reserve System. The funds shall be placed in a financial portfolio which meets the liquidity and growth requirements to meet outlays from this fund.

Investments shall be restricted to:

- 1) deposits to include certificates of deposit in banks and savings and loan associations insured by an agency of the United States Government;
- 2) any security wherein the payment of interest and principal has been fully guaranteed by the United States Government;
- 3) any direct security of the United States Government;
- 4) the general obligation of any State or political subdivision thereof, providing the bond or note has been rated at Baa or above;
- 5) marketable obligations evidencing the indebtedness of a corporation in the form of bonds, notes and/or debentures, providing the bond or other evidence of indebtedness carry a rating of Baa or better.

Any interests or gains accruing from the investment of the fund balance shall be considered additions to the Association's general operating revenue. The Treasurer, with the approval of the Board of Directors, shall have the authority to pledge such investments as collateral for loans should expenditures be required and sufficient redemption or liquidation of securities within the portfolio be inadvisable or impossible.

Section 4. Criteria for Withdrawal of Funds. Funds may be withdrawn only for the express purpose of making street, curb and gutter, and sidewalk repairs. A statement as to cost from a qualified contractor, designated by the Board of Directors, shall substantiate the legitimacy of the withdrawal. Signature authority for withdrawal will be as determined by the Board of Directors. In the event of an emergency or catastrophic expense for which there are not sufficient funds in the other Association accounts, the Board of Directors shall notify each member of its intent to use the funds from or pledge as collateral for a loan the investments of the Street and Sidewalk Maintenance Reserve Fund to cover the expense. The Board of Directors may proceed with the withdrawal or pledge after fifteen days, unless the Board receives written objections from the members who are entitled to vote one-fourth (1/4) of all votes of the Class A membership. If

such objections are received, a special meeting of the members shall be called to vote on the withdrawal or pledge. Withdrawal or pledge of the funds may be made only by a vote of a majority of a quorum of members present in person or by proxy.

In the event that the Association income is not sufficient to maintain operating expenses and all other funds of the Association are exhausted and the members do not approve an annual assessment increase as provided in the Declaration to cover operating expenses, the funds in the Street and Sidewalk Maintenance Reserve Fund may be withdrawn to meet the operational expenses of the Association. No such withdrawal shall be made until such time as the members are notified and a vote taken on an increase in the annual assessment at an annual meeting of the members or a special meeting of the members called for that purpose.

Funds may be withdrawn from the Street and Sidewalk Maintenance Reserve Fund to pay a court ordered judgment against the Association when there are no other Association funds available to pay such judgment.

Section 5. Administration. Rules and regulations may be enacted by the Board of Directors for the administration and implementation of this fund within the provisions of this Article.

ARTICLE XIX CONTINGENCY AND CAPITAL RESERVE FUND

Section 1. Creation of Fund. A special and permanent fund shall be established to provide funds for future maintenance obligations, acts of God and other unforeseen contingencies, capital improvements, non-operating expenditures of the Association, an operating reserve, litigation, a supplement for the Street and Sidewalk Maintenance Fund if required, and other unbudgeted expenditures as approved by the Board of Directors. The fund shall be established by the deposit of funds into a separate account to be called the Contingency and Capital Reserve Fund. The fund shall be effective with the start of the annual assessment period which begins November 1, 1987. The existing Association Reserve Fund will constitute the initial deposit. Deposits into the fund shall be made as prescribed in Section 2 of this Article.

Section 2. Deposits into Fund. The treasurer shall deposit into this fund an amount determined by the Board of Directors in the Budget for the following year but in no case less than a minimum of 5% of the annual assessment received each year. Deposits will be made at a minimum of within 15 days of the close of each quarterly assessment period. The Treasurer may deposit into the fund additional monies which he determines to be surplus, after current obligations are met.

The requirement to deposit the minimum percentage of the annual assessment shall be waived in the event that the Association income is not sufficient to maintain operating expenses and the members do not approve an annual assessment increase as provided in the Declaration to cover operating expenses and the mandatory deposits to the reserve funds. The waiver for the mandatory deposits to the Contingency and Capital Reserve Fund shall not go into effect until such time as it is presented to the members and a vote taken on an increase in the annual assessment at an annual meeting of the members or a special meeting of the members called for

that purpose. However, the funds deposited in this reserve may be used as a contingency to meet operating expenses until the funds are exhausted.

Section 3. Investment of Fund Balances. The treasurer, with the approval of the Board of Directors, may select an appropriate investment advisor to manage monies accumulated in this fund provided such advisors are the trust department or officers of any member bank of the Federal Reserve System. The funds shall be placed in a financial portfolio which meets the liquidity and growth requirements to meet outlays from this fund. Emphasis should be placed on deposits and short-term investments for liquidity.

Investments shall be restricted to:

- 1) deposits to include certificates of deposit in banks and savings and loan associations insured by an agency of the United States Government;
- 2) any security wherein the payment of interest and principal has been fully guaranteed by the United States Government;
- 3) any direct security of the United States Government;
- 4) the general obligation of any State or political subdivision thereof, providing the bond or note has been rated at Baa or above;
- 5) marketable obligations evidencing the indebtedness of a corporation in the form of bonds, notes and/or debentures, providing the bond or other evidence of indebtedness carry a rating of Baa or better.

Any interests or gains accruing from the investment of the fund balance shall be considered additions to the Association's general operating revenue. The Treasurer, with the approval of the Board of Directors, shall have the authority to pledge such investments as collateral for loans should expenditures be required and sufficient redemption or liquidation of securities within the portfolio be inadvisable or impossible.

Section 4. Criteria for Withdrawal of Funds. Funds may be withdrawn for the stated purpose of the fund for expenditures such as, but not limited to striping the parking lot, painting lampposts and railings, restoring fire lane marking, repairing or replacing playground equipment or other facilities, removing dead trees, repairing acts of God, purchasing Association equipment, litigation, temporary cash-flow shortfalls in the operating account, and supplemental funds for street and sidewalk repair if required. Funds withdrawn for a temporary cash-flow shortfall will be repaid to the fund as soon as income permits.

The treasurer shall have the authority to transfer funds from this account to the Association operating account as required; however, expenditures which will not be repaid from the operating account shall require approval of the Board of Directors. Transfers to the Street and Sidewalk Maintenance Reserve Fund shall require the approval of the Board of Directors.

Section 5. Administration. Rules and regulations may be enacted by the Board of Directors for the administration and implementation of this fund within the provisions of this Article.

ARTICLE XX ANIMAL CONTROL

Section 1. Animal Wardens. The Old Mill Community Council specifically permits Fairfax County Animal Wardens to enter Association property to enforce the County's Animal Leash Law and other laws pertaining to animal control.

Section 2. Animal Restrictions.

(a) The Fairfax County animal control laws shall apply to the Common Area and properties within the jurisdiction of the Association.

(b) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any property, except that dogs, cats or other household pets as allowed by law may be kept provided that they are not kept, bred or maintained for a commercial purpose.

(c) No dog or cat over six months in age which is not licensed or vaccinated as required by law shall be permitted on the Common Area.

(d) Dogs shall be kept on a leash at all times when on the Common Area and no dog shall be tied and unattended at any time on the Common Area.

(e) The leash line of a dog tied on a property shall not be of such a length which would permit the dog to come on the common sidewalks or other parts of the Common Area.

(f) In accordance with the provisions of the Fairfax County Code, the owner or custodian of any dog shall be responsible for removing excrement deposited by such dog on the Common Area.

g) Barking dogs which create a nuisance noise shall not be kept on a property.

ARTICLE XXI USE OF THE COMMON AREA

Section 1. Nuisance and Annoyance.

(a) No noxious or offensive activities shall be carried on upon the Common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or prevent the peaceful enjoyment of their properties and Common Area by the residents of Old Mill.

(b) The loud playing of radios, televisions, recording or audio playback devices, musical instruments, or other creation of a loud noise, such as but not limited to, loud prolonged

or continual vehicle engine noise, which is disturbing to other residents which constitutes a nuisance noise shall be prohibited. In accordance with law, the loud sound shall not carry more than fifty feet nor cross a boundary line of a property.

(c) Loud vulgar or obscene language shall be prohibited.

(d) Indecent exposure or lewd or lascivious conduct in violation of the laws of the Commonwealth of Virginia or Fairfax County shall be prohibited.

(e) Activities which constitute a disturbance or breach of the peace in accordance with the laws of the Commonwealth of Virginia or Fairfax County shall be prohibited.

Section. 2. Litter and Trash.

(a) No part of the Common Area shall be used or maintained as a dumping ground for rubbish, objects or other debris. Grass clippings and leaves shall not be deposited in the streets.

(b) Trash and garbage containers shall not be stored on the Common Area. Trash and garbage containers and other objects for trash removal may be placed on the Common Area only at the designated trash pickup locations and only at the times designated by the Board of Directors.

(c) Household waste must be stored in securely sealed metal or plastic trash containers. Trash containers may be placed at the designated pick-up points only after 5 pm on the evening before the designated trash or recycle pick up day. Trash bags may be used only in accordance with Fairfax County Code. For the purpose of this subsection, "plastic trash containers" does not include trash bags.

Tied or bagged newspapers, recycle containers, leaf bags containing yard debris only, and tree and shrub trimmings may be placed at the designated pick points only after 5pm on the evening before the designated trash or recycle pick up day.

Large items such as major appliances or large furniture for regular or special pick up may be placed on the Common Area in advance of 5 pm but not before the day prior to the designated pick up day. Permission from the Board of Directors is required to place other items on the common area in advance of 5pm for trash pickup.

Arrangements must be made in advance with the trash disposal service by a resident prior to placing large items for either regular or special pick up on the common areas for pick up.

Trash and recycle containers shall be removed from the Common Area before the end of trash or recycle pick up day

(d) Loose trash and garbage shall not be placed on the Common Area in open bags, open boxes, other open containers or in any other loose and uncontained manner. Trash bags shall be securely tied, container lids shall be securely fastened and boxes securely closed.

Newspapers shall be securely tied or bagged as prescribed by the trash disposal service.

Tree and bush limbs or wood shall be cut to four (4) feet or less in length and tied in bundles that can be picked up by one person or as prescribed by the trash disposal service.

(e) Regular trash pickup consists of trash, garbage and household items. Trash shall be separated as required by the Fairfax County Code and arrangements made for items requiring a special pick up.

The following items which trash disposal services may not pick up shall not be placed on the Common Area for pick up: concrete, rocks, dirt, engine blocks, hazardous waste, objects which will damage the truck mechanism, construction debris, objects too large for a trash truck and other items restricted by the Fairfax County Code. Residents shall make arrangements to dispose of such items from their property.

(f) Bottles, cans, cups, wrappers, and other litter shall not be deposited on the Common Area.

Section 3. Safety Measures.

(a) Open fires on the Common Area shall be prohibited. Grills shall be of a type which will not scorch or in any way damage the landscape and shall be located away from leaves, bushes and trees which could cause a fire on the Common Area or the property of a lot owner.

(b) Firearms, air guns, or bows and arrows shall not be discharged on or into the Common Area. Loaded fire arms shall not be transported or carried on the Common Area except for law enforcement officers.

(c) No fireworks which are illegal for sale or unrestricted use in the Commonwealth of Virginia or Fairfax County may be used, thrown, fired or otherwise projected on or onto the Common Area.

(d) No motor vehicle, including mopeds and motorbikes, shall be operated on the sidewalks or other portions of the Common Area which are not streets or designated parking areas. Emergency, utility, or maintenance vehicles authorized by the Board of Directors may be operated on parts of the Common Area that are not streets or designated parking areas.

(e) Nothing shall be done on the Common Area which would obstruct the safe passage of people and vehicles. Objects such as, but not limited to, bicycles, toys, or tools shall not be left on the Common Area, streets or sidewalks.

(f) Bushes and trees shall be trimmed so as not to obstruct passage on the Common Area sidewalks or block safe vision of motorists.

Section 4. Guests.

(a) Use of the Common Area shall be restricted to members, their families, tenants or contract purchasers residing on the property to whom members have delegated use of the Common Area and their respective invited guests.

(b) No residence shall have more than ten guests on the Common Area at one time without permission of the Board of Directors.

(c) The Common Area shall not be used for organizational activities involving more than ten guests on the Common Area. A resident must be a member of the organization and present for small organizational activities. The activity shall be of a recreational nature such as a picnic or games for children and shall not be held for commercial purposes except for baby-sitting or day-care.

(d) Guests shall comply with the Association regulations concerning the use of the Common Area, parking restrictions and vehicle operation. Residents shall be responsible for ensuring that their guests comply with Association regulations.

(e) Guests and other nonresidents who are not members of the Association who violate the Association regulations may be banned from Association owned property by the Board of Directors and subject to criminal trespass in accordance with the laws of the Commonwealth of Virginia and Fairfax County and other remedies which the Association may have in law and equity.

Section 5. Vehicle Operation.

(a) The laws of the Commonwealth of Virginia and Fairfax County shall apply to the operation of vehicles on Association property. All drivers shall have a valid driver's license or learners permit as required by the Commonwealth of Virginia to operate a vehicle on Association property.

(b) No vehicle shall be driven in excess of 15 miles per hour on Association property.

(c) Use of the Common Area parking spaces and parking and vehicle restrictions shall be as provided in the Declaration and in Article XVII of the Association Bylaws.

Section 6. Boundary Fences and Walls. Fences and walls between a lot and the Common Area shall be installed within the boundary lines of the lot unless granted otherwise by specific permission of the Board of Directors. The Board of Directors may authorize minor deviations of a fence or wall line onto Association owned property when, in the Board's opinion, it is necessary or desirable to protect a terrain or landscape feature which is on or adjacent to a boundary line or in other situations when it is in the best interests of the appearance of the community to do so. Such deviations should not exceed approximately ten feet onto Association property. Such fences and walls shall not be considered party walls and the lot owner shall remain responsible for installing, repairing and replacing such fences and walls. If such a fence or wall on Association property shall no longer be maintained in good condition by the lot owner, the Association may remove the fence or wall, at the lot owner's expense, from Association property without replacing the fence or wall.

Section 7. Common Area Landscape.

- (a) The Common Area landscape shall not be denuded, defaced or otherwise damaged. No tree or shrub on the Common Area shall be removed or trimmed to provide direct line-of-sight reception for antennas. The Board of Directors shall obtain permission from the responsible Fairfax County government agency prior to cutting down a living natural woodland tree on the Common Area.
- (b) Neither a lot owner nor the Board of Directors shall dump rubbish, objects or other debris anywhere on the Common Area landscape areas. Such rubbish, objects and debris include, but not limited to, grass clippings, leaves, Christmas trees, dead bushes and plants, debris from trimming shrubs and trees, debris from cutting down trees, tree stumps or fallen limbs from trees.
- (c) No landscaping or alteration of the terrain of the Common Area surrounding a lot shall be done without the approval of the Board of Directors.
- (d) Neither a lot owner nor the Board of Directors shall plant, or cause to be planted, a tree on the Common Area closer than twenty (20) feet to the wall of a house measured from the outer circumference of the tree root ball nor closer than five (5) feet to a lot property line measured from the outer circumference of the tree root ball. For the purposes of the subsection, dogwood (genus *Cornus*) shall be considered a shrub. Nothing in this subsection shall be construed as a cause of action to require the Association to remove any living tree existing on Common Area on October 1, 2004.
- (e) Lot owners shall not plant trees on the property line between a lot and the Common Area.
- (f) Neither a lot owner nor the Board of Directors shall plant, or cause to be planted, on the Common Area a tree, a shrub or other plant that will block the safe vision of a motorist.

(g) The following trees, shrubs or plants shall not be planted on the Common Area: bamboo, willow trees, honeysuckle, wisteria or kudzu. To the extent possible, the Board of Directors shall cause such trees, shrubs or plants to be removed from the Common Area as well as other plants that are causing damage to the Common Area landscape.

(h) The following naturally wooded areas of the Common Area shall be maintained as tended park land areas:

(i) The area bounded by Torrence Street and the rear of the lots on Cloverdale, Meadow Grove and Cherry Oak Courts identified in blocks 1, 2, 3, 4 and 5 in the Section 1, Old Mill Community, property legal description.

(ii) The area on Cherry Oak Court bounded by Cherry Oak Court and the Old Mill Community property boundary line with the adjacent shopping center between blocks 8 and 9 in the Section 1, Old Mill Community, property legal description.

(iii) The area bounded by the rear of the lots on Cloverdale, Meadow Grove and Cherry Oak Courts identified in blocks 11, 12 and 13 in the Section 1, Old Mill Community, property legal description and the Old Mill Community property boundary line with the lots on Orion Court and the area between the end of blocks 11 and 13 and the Old Mill Community property boundary line with the lots on Orion Court.

(iv) The area bounded by Box Oak Court and the rear of the lots on Cloverdale Court identified in block 16 in the Section 1, Old Mill Community, property legal description.

(i) In exercising the duties enumerated in Article VIII, of these Bylaws, concerning the maintenance of the Common Area, as a minimum, the Board of Directors shall take reasonable means at their discretion to do the following:

(i) Cause the turf areas to be mowed and kept free of weeds. Weeds shall be removed from the sidewalks, curbs and streets of the Common Area and of the public right-of-way within and adjacent to the Common Area; the edges of the turf areas; flower beds and mulched areas; the base of shrubs and trees; and the park land areas identified in Subsection (h) of this Section of the Bylaws.

(ii) Cause trees, shrubs and other plants on the Common Area to be properly trimmed so as to not to obstruct the safe vision of a motorist or obstruct passage on the Common Area or public right-of-way sidewalks or streets.

(iii) Cause leaves and pine needles to be removed from the turf areas under trees and bushes in the turf areas, mulched areas, open access areas behind the lots, streets, walks, steps, median islands and the park land areas identified in Subsection (h) of this Section of the Bylaws at least twice a year. Leaf and pine

needle removal shall be done in a proximate period of time prior to the Federal Thanksgiving Day holiday and the Federal Christmas Day holiday, respectively.

(iv) Cause seeding and fertilization of the turf area and park land areas identified in Subsection (h) of this Section of the Bylaws to prevent bare areas to the extent possible.

(v) Cause the entrance monument areas to be maintained with seasonably appropriate plantings and adequate mulching. The mulched area around the entrance monuments shall be kept free of weeds and maintained in an attractive manner.

(vi) Cause trees on the Common Area to be trimmed so that the tree limbs will not touch a fence, shed, deck or structure of a house on a lot or obstruct access to a lot.

(vii) Cause dead trees to be cut down and tree stumps of cut down trees to be removed from the Common Area. The tree stump of a tree co-joined at the base with one or more trees need not be removed unless all trees of the co-joined group are cut down and tree stumps excepted in Clause (ix) of this Subsection need not be removed.

(viii) Cause natural debris to be removed from the turf areas and park land areas identified in Subsection (h) of this Section of the Bylaws.

(ix) Cause accumulations of natural debris to be removed periodically from the areas of the Common Area that are maintained in a natural state. The Board of Directors shall use sound forestry practices in managing parts of the Common Area that are maintained in a natural state. Accumulated natural debris that detracts from the appearance of the Common Area and accumulations of natural debris that may serve as fuel for a forest or brush fire shall be removed. Dead trees shall be cut down and the cut debris removed from the Common Area; however, tree stumps in a location that would not detract from the appearance of the Common Area and would not pose a liability to the Association for bodily injuries may be left in place. Fallen trees may be left in place, in accordance with sound forestry practices, provided the fallen tree does not prevent access to the wooded areas of the Common Area, does not detract from the appearance of the Common Area and does not pose a liability to the Association for bodily injuries.

(x) Cause litter, trash and debris to be removed from all of the Common Area landscape areas.

Section 8. Miscellaneous.

(a) No material or objects such as, but not limited to, fire wood, trash cans, bicycles, toys, or building material shall be regularly stored on the Common area.

- (b) No boat or trailer shall be stored or parked on the Common Area.
- (c) Nothing shall be done on the Common Area which would cause damage to private property such as but not limited to vehicles parked on Association property, fences, walls, landscape, or buildings.
- (d) No structure, including but not limited to tree houses, shanties, shacks, skateboard ramps or basketball backboards, shall be erected on the Common Area. This restriction shall not apply to temporary structures such as tennis, volleyball or badminton nets and standards.
- (e) No signs, except for standard real estate directing signs, shall be placed on the Common Area without permission of the Board of Directors. This restriction shall not apply to placing notes, no larger than 8 inches by 11 inches, on the mailbox containers. Real estate directing signs which meet County regulations with respect to size, content and removal may be placed on the Common Area within the public right of way or in an area nearby a home for sale or rent which does not front on a street. Permission of the Board of Directors shall be required to place a real estate sign elsewhere on the Common Area.
- (f) No street, sidewalk or portion of the Common Area shall be closed off for events such as but not limited to block parties and lawn sales without the permission of the Board of Directors and the consent of the affected residents.
- (g) No large tent or pavilion shall be erected on the Common Area without the permission of the Board of Directors. This restriction shall not apply to children's play tents which are used solely during daylight hours.
- (h) No illegal controlled substance or drugs shall be used, consumed, sold, stored or transported on the Common Area.
- (i) Alcoholic beverages may be consumed on the Common Area only in accordance with the laws of the Commonwealth of Virginia and Fairfax County. Use of alcoholic beverages on the Common Area by individuals not of legal age under Virginia and Fairfax County laws shall be prohibited.
- (j) Commercial activities, except for a lawn sale approved by the Board of Directors or a licensed street vendor vehicle passing through, such as an ice cream vendor, shall not be conducted on the Common Area. Street vendor vehicles shall not remain parked to do continuing business but shall move off the Common Area when the immediate sales are completed. Showing homes for sale or rent, baby-sitting or day-care shall not be construed as commercial activities prohibited by these Bylaws.
- (k) No clothesline or hanging device shall be permitted on the Common Area.

(l) No overnight camping or sleeping shall be permitted on the Common Area.

(m) Objects or material left on the Common Area may be confiscated and disposed of by the Association. A reasonable attempt to locate the owner shall be made before disposing of objects which are obviously not junk such as bicycles, toys, or tools.

(n) No food, seeds, grains or other edible material shall be placed on the common area to feed pets, birds and other wildlife.

ARTICLE XXII ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors shall appoint an Architectural Control Committee as provided in the Declaration. It shall be the duty of the Architectural Control Committee to:

(a) receive and review all applications for exterior change to a property and to make disposition of such applications by approving, denying or referring the applications to the Board of Directors.

(b) receive and investigate all complaints concerning exterior changes to a property and unsatisfactory maintenance of a property and make disposition of the complaint or refer it to the Board of Directors for disposition.

(c) monitor the community for unauthorized exterior changes to a property or unsatisfactory maintenance of a property and make disposition of violations or refer violations to the Board of Directors for disposition.

(d) conduct an annual systematic inspection of the exterior of all the properties in the Spring of each year to identify unauthorized exterior changes or unsatisfactory maintenance, notify affected owners of violations within 30 days of completing the inspection of all properties and make disposition of violations or refer violations to the Board of Directors for disposition.

(e) follow the review criteria, procedures and guidelines approved by the Board of Directors and the restrictions and procedures contained in the Declaration and Association Bylaws in reviewing applications for exterior change or in disposing of other architectural matters which come before the committee.

(f) advise the Board of Directors on matters concerning architectural control.

(g) and perform other duties concerning architectural control as the Board of Directors may, from time to time, determine.

Section 2. Chairperson, Architectural Control Committee. The Chairperson of the Architectural Control Committee shall be a member of the Board of Directors selected in accordance with the provisions of the Association Bylaws and shall be one of the Committee members as required in the Declaration. The Chairperson shall preside at all meetings of the Committee; shall see that the Committee carries out its duties as required by the Declaration, Bylaws and the Board of Directors; shall sign Committee correspondence concerning applications for exterior changes and architectural or maintenance violations; inform the Board of Directors of the actions of the Committee; present architectural control matters which require Board action to the Board; and discharge such other architectural control duties as may be required by the Board.

Section 3. Architectural Control Procedures.

(a) The Board of Directors shall publish and provide to the members architectural guidelines providing application for exterior change procedures, review and appeal procedures, design review criteria, architectural restrictions and guidelines, property maintenance requirements, enforcement procedures and other information that the Board may deem appropriate relating to architectural control and the appearance of the properties.

(b) As required in the Declaration, unless provided otherwise by the Board of Directors or these Bylaws, members shall submit requests for all exterior changes to a property to the Architectural Control Committee for approval prior to commencing work on the change. Requests shall be in such form as the Board of Directors shall prescribe and provide information required in the Declaration and other related information as the Board of Directors shall prescribe. In accordance with the provisions of the Federal Communications Commission (FCC) Over-the-Air-Reception Devices Rule, prior approval by the Architectural Control Committee for the installation of antennas, as defined in the FCC rule, is not required. However, installation must be in accordance with the provisions of Article XXIII, Section 1(b), of these Bylaws. Prior approval by the Association to replace a part of the original construction of a house with a part that is essentially the same in appearance as the original construction is not required.

(c) Requests for exterior changes which affect another property, such as, but not limited to, changes to twin homes, changes on or adjacent to a property line, or topographic changes, shall include an affidavit from all affected property owners stating that they have no objection to the change or in the case of twin homes, agreeing to make the same change if required.

(d) Requests for structural changes and additions which require Fairfax County approval in conformance with the applicable Fairfax County Building Code requirements and Zoning ordinances shall include a copy of the County approval and building permit.

(e) Within thirty (30) days after the receipt of a request for change to the exterior of a property, the Architectural Control Committee or the Board of Directors shall either approve or disapprove the request. Failure of the Committee or the Board to approve or

disapprove the application within thirty (30) days after receipt shall constitute approval and the member will be deemed to have fully complied with this requirement of the Declaration and Bylaws. The Committee may decline to act and refer the application to the Board for determination; however, such referral shall not extend the limitation provided in the Declaration for the Board to act on the application.

(f) The Architectural Control Committee or the Board of Directors shall evaluate a request for exterior change to a property as to the harmony of external design and location in relation to surrounding structures and topography using the following criteria: the architectural and use restrictions contained in the Declaration and Association Bylaws, relation to the Common Area, validity of concept, design compatibility with the colonial architecture of the houses in the community, location and impact on neighbors, scale, color, materials, workmanship, reasonable time for completion of the work and the requirements of Section 8 of this Article of the Bylaws.

(g) Upon their request, applicants and other affected owners shall be afforded the opportunity to meet with the Architectural Control Committee or the Board of Directors concerning the submission. The Committee or Board may request that the applicant and other affected owners meet with the Committee or Board or concerning the application.

(h) The Architectural Control Committee or the Board of Directors shall notify the applicant in writing of the decision on the request for exterior change. In the event of disapproval, the notification shall include the reason for disapproval. Failure of the Architectural Control Committee or the Board of Directors to comply with the requirements of Section 8 of this Article of the Bylaws for disapproving a request for exterior change shall constitute approval and the member shall be deemed to have fully complied with the Declaration and Bylaws concerning the requested exterior change.

(i) Requests which do not include sufficient information upon which to base a decision may be disapproved by the Architectural Control Committee or the Board of Directors. Requests for structural changes or additions which require approval by the County and a building permit in conformance with the applicable Fairfax County Building Code and Zoning Ordinance requirements shall not be approved by the Committee or the Board until the plans are approved by the appropriate Fairfax County authorities and a building permit issued. Tentative design approval pending County approval may be given in such cases; however, such requests shall be considered incomplete and disapproved until the Committee or the Board shall be provided a copy of the County approval and the building permit. The thirty (30) day limitation for the Committee or Board to Act shall not start again until after receipt of a resubmission with all required information.

(j) In the event that the Architectural Control Committee or the Board of Directors shall determine that an unauthorized exterior change to a property is in violation of the Declaration, Association Bylaws or architectural guidelines, the owner of the property shall be notified in writing and directed to restore the property, within thirty (30) days or a longer period determined by the Architectural Control Committee or the Board of Directors, to conform to the requirements of the Declaration, Bylaws or architectural

guidelines. Such restoration shall be subject to Committee or Board oversight and approval. The Committee or Board shall take weather and seasonal conditions, cost and job size into consideration when establishing a reasonable time period for restoration.

(k) In the event that the Architectural Control Committee or the Board of Directors shall determine that the maintenance of a property is in violation of the Declaration, Association Bylaws or architectural guidelines, the owner of the property shall be notified in writing and directed to correct the violation within a reasonable period of time.

(l) Failure by a member to restore a property as directed by the Committee or Board or to maintain a property as directed by the Architectural Control Committee or the Board of Directors shall be deemed to be a breach of the Declaration of Covenants, Conditions and Restrictions which run with the property. In the event of such failure to comply, the Board of Directors may pursue such remedies as provided in the Declaration or Bylaws. Such member determined to be in breach of the Declaration shall be notified by certified mail, return receipt requested, of the Board's determination and proposed course of action.

(m) A decision of the Architectural Control Committee to disapprove, all or in part, a request for exterior change to a property may be appealed to the Board of Directors by the owner who made the request for the exterior change. The appeal shall be heard at the next regularly scheduled meeting of the Board following receipt of the request for appeal. The Board of Directors is the final arbiter of architectural and maintenance decisions within the Association. Any member determined by the Board of Directors to be in violation of the architectural or maintenance requirements of the Declaration, Association Bylaws or architectural guidelines shall be afforded an opportunity to meet with the Board at a regularly scheduled Board meeting at the request of the member. Nothing in these Bylaws shall be construed to infringe the right of a member of the Association to seek relief, in any proceedings at law or in equity or administrative procedures, from any decision by the Board of Directors to disapprove a request for exterior change to a property or a determination by the Board of Directors that a member is in violation of the architectural or maintenance requirements of the Association Bylaws or Declarations of Covenants, Conditions or Restrictions.

(n) The Architectural Control Committee or the Board of Directors shall not require any change to the original construction of a house to include sheds, fences, walks, and steps except for the following: the Committee or the Board 1) may require changes to the original construction of a house to comply with the requirements of Section 4 of this Article of the Bylaws and 2) may require maintenance and repair of the original construction of the house that is in violation of the requirements of Article XXIII, Section 2, of these Bylaws, but may not require a change in appearance that differs from the original construction.

Section 4. Twin Units.

(a) Twin units are two homes which are designed to appear as a harmonious whole. The twin units are 9505-07, 9526-28, 9560-62 Cherry Oak Court and 9436-38, 9459-61, 9473-75 Cloverdale Court. The color of the trim, doors, shutters, siding, brick, and roof shall be the same for both units in a twin unit. The style of roof shingles and siding shall be the same for both units in a twin unit. No request for exterior change which may have a major impact on the visual appearance of the two units as a harmonious whole shall be approved by the Architectural Control Committee or the Board of Directors without the agreement of the owners of both individual units of a twin unit to make the same change to protect the architectural integrity of the original harmonious design. Variations in door style, storm door and window style, landscaping, and light fixtures and the addition of rear decks or rear window walls shall be permitted without requiring both owners of a twin unit to make the corresponding change.

(b) Notwithstanding the provisions of subsection (a) above, twin units may be made to appear as two distinct units, rather than structural mirror images, by extensive remodeling which shall include extending the fire wall between the twin units through the roof so that the roofs of the two units are no longer contiguous and replacing the lower portion of the gambrel roof in the front and back with either: a flat facade or a second floor over-hang facade. The front facade shall be in a colonial style with window shutters, colonial style windows which match the existing colonial style of windows in the community, shutters or colonial portal pilaster, cornice and pediment trim on the doors and colonial architectural appointments and roof pediment necessary for colonial architectural proportion and balance. Agreement of the owners of both individual units of a twin unit to the change is not required; however, the owners must agree on the modifications to the party wall and adjacent portions of the unit which is not being remodeled. Party wall disputes shall be settled in accordance with the party wall provision of the Declarations. Detailed professional architectural drawings for any proposed change shall be submitted for prior approval of the Association as provided for in the Declarations and these Bylaws. All changes shall conform to the Fairfax County building code and the owner shall obtain all necessary permits and approvals prior to commencing construction.

Section 5. Handicapped Access. The Architectural Control Committee or the Board of Directors may grant reasonable variances to the architectural restrictions to accommodate handicapped access to the properties. The plans for such variance shall be submitted to the Committee together with medical verification of the handicapped condition as the justification for the variance. The Committee or the Board shall make a judgment on the reasonableness of the change variance, the style, color, material, quality of construction and location of change. Whenever possible, changes to permit handicapped access which are at variance with the architectural restrictions shall be temporary. Variance may be approved with the condition that the property shall be restored by the owner to comply with the architectural requirements of the Declaration, Association Bylaws or architectural guidelines when the need for handicapped access no longer exists.

Section 6. Special Maintenance. The Association shall have the right to charge to a member, in addition to the costs of maintenance and repairs, a service charge penalty for maintenance and repairs performed by the Association on a property pursuant to the provisions of the Declaration.

Section 7. Standards of Workmanship. The quality of work and materials for exterior alterations and replacement or maintenance of exterior parts of a property shall be equal to or better than that of the original construction on the property. Structural changes and additions shall be in accordance with the standards of the Fairfax County Building Code and Zoning Law requirements and a building permit issued as required by the County.

Section 8. Member Architectural Rights.

(a) **General.** In enforcing the requirements of Article XXIII of these Bylaws, the Association shall maintain the colonial style architectural integrity of the community while, at the same time, affording owners the opportunity to make exterior changes in accordance with their preferences within reasonable limits. Architectural requirements are more stringent for the front and sides of the homes which contain the architectural features that determine the colonial architectural character of the community; whereas, more variations shall be permitted in the rear of the homes which were built rather architecturally featureless. The Association's architectural policy and practices shall enable owners to keep pace with improvements in contemporary building materials and to upgrade their homes with the newer upscale colonial style features available on the market to help ensure that Old Mill will remain an up-to-date attractive desirable community in which to live.

(b) **Old Mill Homeowners Architectural Bill of Rights.** The Architectural Control Committee or the Board of Directors shall evaluate a request for exterior change to a property and enforce architectural requirements subject to the following restrictions and the exceptions in subsection (c) of this section of the Bylaws:

(i) The Architectural Control Committee or the Board of Directors shall not disapprove any exterior change to a property that is permitted in Article XXIII of these Bylaws.

(ii) The Architectural Control Committee or the Board of Directors shall not disapprove any colonial style exterior change to a property except for fences, walls, steps, walks, windows, roofs, roofed structural additions, decorative objects, and ivy or vines on the structure of a house prohibited or restricted in Article XXIII of these Bylaws. The Architectural Control Committee or the Board of Directors shall defer to examples of authentic colonial usage or examples of features and styles used by builders and architects of colonial style homes currently or in the past or examples of colonial features used in historic preservation.

(iii) The Architectural Control Committee or the Board of Directors shall not disapprove any exterior change to a property that is compatible with colonial style

architecture and is not prohibited in Article XXIII of these Bylaws. The Architectural Control Committee or the Board of Directors shall defer to examples of compatible features, styles and materials used by builders and architects on colonial style homes and examples from controlled historic districts such as in Georgetown in Washington, DC, or Old Town Alexandria in Virginia.

(iv) The Architectural Control Committee or the Board of Directors shall not disapprove any exterior change to a property that was previously approved for another property unless an intervening amendment to the Bylaws prohibits such exterior change, except for paint, siding, shutter or roof colors as provided in subparagraph (v) of this subsection.

(v) The Architectural Control Committee or the Board of Directors shall not disapprove any previously approved paint color, siding color, shutter color, roofing color or color combinations unless (1) such previously approved color or color combinations, when applied or installed on the house, differs substantially from the appearance of the color sample provided to the Association for approval and the appearance does not comply with the house color requirements in Article XXIII of these Bylaws and (2) the owner of the property is notified in writing by the Association within 90 days after painting or installation is completed that the previously approved color or color combinations will not be approved in the future for repainting or changing shutters, siding or roofing. The Architectural Control Committee or the Board of Directors may use such written notification as a basis to disapprove future requests by other property owners for the same paint color, siding color, shutter color, roofing color or color combination.

(vi) The Architectural Control Committee or the Board of Directors shall not disapprove a request for a deck attached the rear wall of a house that meets the requirements of the Fairfax County Building Code and Zoning Ordinances and the restrictions in Article XXIII of these Bylaws. However, the Architectural Control Committee or the Board of Directors may disapprove screening, structures and coverings on a deck, as provided in Article XXIII of these Bylaws.

(vii) The Architectural Control Committee or the Board of Directors shall not disapprove a request for stone or brick entrance walks, steps or stoop or for a stone or brick retaining wall between two adjacent properties subject to the restrictions in Article XXIII. However, the Architectural Control Committee or the Board of Directors may disapprove brick colors, as provided in Article XXIII of these Bylaws.

(viii) The Architectural Control Committee or the Board of Directors shall not subsequently disapprove an exterior change to a property after the Architectural Control Committee or the Board of Directors has approved such request and provided the property owner written notice within the thirty day period required by the Declarations of Covenants, Conditions and Restrictions.

(ix) The Architectural Control Committee or the Board of Directors shall not disapprove an exterior change to a property or require any alterations to the requested exterior change if the Architectural Control Committee or the Board of Directors fails to act on a request for exterior change to a property within the thirty day period prescribed in the Declarations of Covenants, Conditions and Restrictions for the Architectural Control Committee or the Board of Directors to act on such requests. In accordance with the Declarations of Covenants, Conditions and Restrictions, such requests are automatically approved if the Architectural Control Committee or the Board of Directors fails to act within the prescribed thirty-day period.

(x) The Architectural Control Committee or the Board of Directors shall take enforcement action against an owner for maintenance or repair of a property only in instances in which there is an obvious need for maintenance or repair which is caused through the willful or negligent act of the owner. The Architectural Control Committee or the Board of Directors shall use only the criteria of the property maintenance requirements in Article XXIII of these Bylaws for property maintenance and repair enforcement actions against an owner.

(xi) The Architectural Control Committee or the Board of Directors shall cite, in any written notification required by these Bylaws, the Declarations of Covenants, Conditions and Restrictions or by Virginia statute, the specific Bylaw reference for disapproval of an exterior change or for enforcement of a maintenance or architectural requirement.

(xii) The Architectural Control Committee or the Board of Directors shall resolve in favor of the owner cases in which it is ambiguous or uncertain as to whether a requested exterior change is of a colonial style or compatible with colonial style architecture. The burden of proof shall be on the Association.

(c) Member Requirements.

(i) Nothing in this Section of the Bylaws shall be construed to relieve owners of property listed in Section 4 of this Article, from the obligation to comply with the requirements of Section 4 as a condition for approval of an exterior change to a property by the Architectural Control Committee or the Board of Directors.

(ii) Nothing in this Section of the Bylaws shall be construed to relieve owners of the obligation to submit written requests for approval of exterior changes to a property as required in these Bylaws and the Declarations of Covenants, Conditions and Restrictions, unless provided otherwise by the Board of Directors or these Bylaws.

ARTICLE XXIII
MEMBER ARCHITECTURAL AND MAINTENANCE RESPONSIBILITIES

Section 1. Member Architectural Responsibilities. Members shall be responsible for complying with the exterior architectural restrictions and procedures contained in the Declaration, the Association Bylaws and the Architectural Guidelines of the Association. Specifically, all exterior changes to a property shall be approved by the Association prior to commencing the change unless provided otherwise by the Association. Members shall comply with the following specific restrictions concerning exterior changes to a property:

(a) Air Conditioners:

(i) Central Air Conditioner Units/Heat Pumps. Central air conditioner units and heat pumps may be installed only at the rear of a home.

(ii) Window Air Conditioners. Window air conditioners shall not be installed in the windows or walls of a property.

(b) Antennas

(i) Amateur Radio/Citizen Band Antennas. Any owner wishing to install an antenna for amateur radio or citizen band activities exclusively must submit plans for same to the Architectural Control Committee. The plans shall show proposed location, height, and configuration of the equipment. The applicant shall also present affidavits from all property owners within a radius of one hundred (100) feet of his dwelling stating that they have no objections to such installations.

(ii) TV Antennas. As directed by Congress in Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission (FCC) adopted the Over-the-Air-Reception Devices Rule which invalidated the prohibition of roof top television antennas, contained in Article IX, Section 8, of the Declaration pertaining to properties in Section 1, Old Mill Community. Antennas designed to receive analog signals, such as television broadcast stations (TVBS), shall be placed only on the rear wall or rear slope of the roof of a property. To the extent possible, the antennas shall be placed so that they are not visible in the front of the property from the common area walks and streets unless this placement would prevent reception of an acceptable quality signal. Connecting signal cables shall be securely fastened to the roof and walls and, to the extent possible, placed in less visible locations near corners and ridge lines. Unless it would unreasonably increase the cost of installation, connecting signal cables shall be attached only to the rear wall of a property. Antennas shall be installed in accordance with the applicable Fairfax County Codes. Antennas designed to receive a distant television signal are not covered by the FCC Over-the-Air-Reception Devices Rule and shall not be installed on the exterior of a property.

(iii) Satellite and Wireless Cable Antennas. Satellite "dish" antennas designed to receive video programming signals from direct broadcast satellites (DBS) and antennas designed to receive multichannel multipoint distribution (wireless cable) services (MMDS), which are one meter (39.37") or less in diameter or diagonal measurement as described in the Federal Communications Commission Over-the-Air-Reception Devices Rule, shall be placed only on the rear wall, rear slope of the roof or the rear yard/patio of a property and, to the extent possible, shall be placed so that they are not visible in the front of the property from the common area walks and streets unless this placement would prevent reception of an acceptable quality signal. Connecting signal cables shall be securely fastened to the roof and walls and, to the extent possible, placed in less visible locations near corners and roof edge and ridge lines. Unless it would unreasonably increase the cost of installation, connecting signal cables shall be attached only to the rear wall of a property. To the extent practicable, antennas should be a color which blends with or is compatible with the roof color. Antennas shall be installed in accordance with the applicable Fairfax County Codes.

(iv) Masts. Masts for mounting antennas, as allowed by Federal Communications Commission Over-the-Air-Reception Devices Rule, shall not be placed in the front or side yards of a property or attached to the front or side walls of a property or to the front slope of a roof. Cables or other devices to secure a mast shall not be placed or installed on the common area or cross the common area to another property. Masts higher than 12 feet above the roofline shall be installed only in accordance with the applicable Fairfax County Codes.

(v) Removal. Antennas, masts, connecting signal cables and other related items shall be removed when no longer used for the purposes of receiving video signals as defined in the Federal Communications Commission Over-the-Air-Reception Devices Rule. Amateur radio/citizen band antennas shall be removed when no longer used for those purposes. All antennas, masts, and related items shall be maintained in working order with a good appearance (such as paint or finish in good condition) and safe condition or removed.

(c) Attic Ventilators

(i) Fans. A manufactured flat roof mounted attic fan may be installed only on the rear slope of a roof. The fan unit shall be a color approved by the Association.

(ii) Vents. An attic ridge vent may be installed on the roof ridge of a house. Other attic vents may be installed only on the rear slope of a roof. The vent unit shall be a color approved by the Association.

(iii) Wind Turbines. A roof mounted wind turbine may be installed only on the rear slope of a roof below the ridgepole to minimize visibility from the front of the property. The wind turbine unit shall be a color approved by the Association.

(d) Awnings/Canopies.

(i) Door Canopies. Fabric canopies may be installed over the doors. Fiberglass, metal, plastic and other similar rigid canopies shall not be installed. Canopies shall be a solid color compatible with the architecture of the community and the color scheme of the house and approved by the Association. Canopies shall be of a straightforward design without decorative embellishments. Canopies shall not be pulled up against the house for storage during the off-season except for the roll-up style. The roll-up style may be installed on rear patio doors only. Pipe frames shall be removed from the house when the canopy is removed for off-season storage.

(ii) Patio and Deck Awnings/Covers. Fabric patio or deck awnings or covers may be installed. Fiberglass, metal, plastic and other similar rigid awnings or covers shall not be installed. Awnings and covers shall be a solid color compatible with the architecture of the community and the color scheme of the house and approved by the Association. Awnings and covers shall be of a straightforward design without decorative embellishments. Awnings and covers shall not be pulled up against the house for storage during the off-season except for the style that completely rolls up into a housing unit without side supporting poles. Pipe frames shall be removed when the awning or cover is removed for off-season storage.

(iii) Window Awnings. Fabric window awnings may be installed on the windows. Fiberglass, metal, plastic and other similar rigid awnings shall not be installed. Awnings shall be a solid color compatible with the architecture of the community and the color scheme of the house and approved by the Association. Awnings shall be of a straightforward design without decorative embellishments. Awnings shall not be pulled up against the house for storage during the off-season.

(e) Chimneys /Metal Flues.

(i) Chimneys. A masonry chimney may be installed on the side or rear of a house. If the house is brick, the chimney brick shall match the style and color of the existing brick on the house. The style and color of the brick finish or stone of chimneys on other houses shall be compatible with the architecture of the community and approved by the Association. Concrete or cinder block chimneys, either painted or natural finish, shall not be constructed. Chimneys shall have County approval prior to construction.

(ii) Metal Flue. Exterior metal flues may be installed at the rear of a house only. No metal flue shall be installed through a window opening. Exterior metal flues shall be painted to match the exterior siding or encased in siding which matches the exterior siding of the house. The portion of an exterior metal flue which is not enclosed in siding and projects above or through a Dutch colonial roof shall be

painted a color which matches or blends with the roof color. The portion of an interior metal flue which projects through the roof shall be painted a color compatible with the roof color. Metal flues shall have County approval prior to installation.

(f) Clotheslines. No exterior clothesline or hanging device (except an umbrella-type structure with a diameter not exceeding seven feet for use in rear of dwellings only) shall be allowed upon any property. Such hanging devices as are permissible shall not be displayed except on weekdays between the hours of 8 a.m. and 6 p.m. These devices shall be installed so as not to extend over the privacy fencing or property lines. Umbrella-type hanging devices authorized in this subsection and in the Section 1, Old Mill Community, Declarations of Covenants, Conditions and Restrictions may be installed without prior approval by the Association.

(g) Decks.

(i) Elevated and Raised Decks. Elevated and raised decks may be installed at the rear of a house only and shall not extend forward of the rear wall of the house. An elevated deck shall not extend past the side wall of the house.

An elevated deck is a deck which is constructed at the first floor level of a house over the walkout basement level. A raised deck is a deck which is constructed at eight (8) or more inches above ground level.

Raised and elevated decks shall be built to county building specifications. The member shall obtain a building permit and have the construction approved by the County. A detailed professional architectural drawing of the proposed deck shall accompany an application for an elevated or raised deck.

The under deck area of raised decks shall be screened if used for storage.

A roof shall not be constructed over an elevated or raised deck.

A deck shall not adversely affect the drainage of adjacent properties or cause an erosion run-off problem.

Approval by the Association of an elevated or raised deck shall be contingent upon the County approving the plan and issuing a building permit.

(ii) Ground Level Decks. Ground level decks may be constructed at the rear of a house only and shall not extend forward of the rear wall of the house. Ground level decks are decks which are less than eight (8) inches above the ground. Ground level decks shall not adversely affect the drainage of adjacent properties or cause an erosion run-off problem. Ground level decks authorized in this subsection may be installed without prior approval by the Association.

(iii) Privacy Screening. If an owner wants to install privacy screening on a deck, the owner must obtain County approval. The Association will not consider an owner's request to install privacy screening until County approval has been obtained. The owner must also obtain the written consent of the adjacent property owners before the owner's request will be considered by the Association. If an owner obtains County approval, a building permit and the written consent of the adjacent property owners, the Association will consider the owner's request for lattice or other deck privacy screening at that time. Screening may not extend to a height greater than eight (8) feet above grade level. Screening must be made of wood. Lattice screening is preferred and must be constructed of one (1) inch thickness (40 pounds pressure treated wood), and be capped. Other types of screening which are compatible with the deck and do not create visual bulk or block air and light may be considered.

(iv) Deck Furnishing and Lighting. Deck furniture, umbrellas, flower boxes and plant hangers on a deck do not require prior approval by the Association. Lighting installed below the top of the deck or stair railings do not require prior approval by the Association.

(h) Decorative Objects. Only permanent decorative objects approved by the Association may be affixed to the front of a house. Decorative objects shall be of a colonial character or compatible with the colonial style of the community. Temporary seasonal decorations such as wreaths (including straw and patchwork wreaths which are not limited to Christmas time), flower baskets, ears of corn, pumpkins, and electric lights may be affixed to a house without approval of the Association.

(i) Doghouses/Pet Enclosures. Doghouses and other small pet enclosures which do not extend above the privacy fencing may be built at the rear of a property within the confines of the privacy fencing. Such dog houses and pet enclosures may be installed without prior approval by the Association.

(j) Doors.

(i) Front Doors. Front doors may be replaced with wooden or metal doors with a raised-panel design which is architecturally compatible with the colonial style doors installed by the builder. Flush doors and doors which are not of a colonial character shall not be installed. Front doors may have a natural wood stain finish or painted a color approved by the Association.

(ii) Hardware. Existing door hardware may be changed if replacement is brass, copper or black and compatible with the colonial style. Additions of security locks and doorknockers shall be brass or black compatible with the colonial style. Peepholes may be installed. Doorbell buttons may be installed on the door or on the house trim surrounding the door. Hardware, locks and doorknockers authorized in this subsection; peepholes; and doorbell buttons may be installed without prior approval by the Association.

(iii) Patio and Deck Doors. Patio sliding glass doors may be replaced with French doors, atrium doors, or sliding glass doors. The doors may be installed with or without windowpane muntin grids. Wood doors shall be painted the color of the house trim unless approved otherwise by the Association. Aluminum sliding doors may be natural mill finish color, white, or a color compatible with the house trim. These same style doors may be installed when adding new doors for access to elevated decks. New doors for access to elevated decks may be created by removing a set of windows and installing the doors in the space of the former window opening.

(iv) Storm Doors. Storm doors shall be either wood (in which case the same shall be painted the color of the door behind it or the house trim), metal, or vinyl-clad. Mill finished aluminum color storm doors or jalousie style storm doors shall not be installed. Storm doors manufactured in standard colors such as white, bronze, or black may be approved if compatible with the other colors of the house. Security grills, if installed, shall be painted the color of the door, white or black. Security grillwork shall not have excessive ornamentation. Purely decorative ornate grillwork which is not part of a security door system shall not be installed. Pet and children protective screen guards may be installed on the inside of the door only.

(k) Downspouts/Rain Gutters. All houses shall have properly installed and maintained downspouts and rain gutters. Downspouts may be white or painted to match the color of the house trim. No other color shall be used without permission of the Association. Other colors shall be compatible with the house color and in keeping with colonial character of the community.

(l) Fences/ Walls.

(i) Boundary Fences and Walls. Fences and walls between the property of a member's lot and the Common Area owned by the Association shall be installed within the boundary lines of the lot unless granted otherwise by specific permission of the Board of Directors. The Board of Directors may authorize minor deviations of a fence line onto Association property when it is necessary or desirable to protect a terrain or landscape feature which is on or adjacent to a boundary line, when it is necessary or desirable to follow the natural terrain, or in other situations when it is in the best interests of the appearance of the community to do so. Such deviations shall not exceed ten (10) feet onto Association property. Such fences shall not be considered party walls and the member shall remain liable for the installation, replacement and maintenance of the fence. If such a fence on Association property shall no longer be maintained in good condition by the member, the Association shall have the right to remove the fence, at the member's expense, from Association property without replacing it.

Fences and walls on the boundary line between two adjacent lots shall be considered a property wall matter between the two owners and the costs of maintenance and replacement should be shared equally or as agreed to by the two owners involved. Fences or walls which are entirely within the boundary line of a lot shall be the responsibility of the lot owner.

Privacy fences between two adjacent lots are required except in cases in which the adjacent lot owners agree not to have a privacy fence between the lots. In the event that one of the owners of an adjacent lot or a subsequent successor in title of one of the adjacent lots gives notice in writing to the adjacent lot owner and the Association of the lot owner's desire to have a privacy fence between the two adjacent lots, a privacy fence shall be required between the two lots. The cost of construction of the fence should be shared equally or as agreed to by the two owners involved as a party wall matter. If a lot owner does not agree to the construction of a privacy fence or does not agree to share in the cost of construction, maintenance and replacement of a privacy fence, the Association may determine the lot owner to be in violation of the Bylaws and take appropriate enforcement action.

Privacy fences shall extend along the common boundary line to either the rear property line or a rear fence line approved by the Association.

(ii) Fence Restrictions. No fence shall be installed on a lot forward of the front wall of a house. No fence shall be installed on a lot forward of the rear wall of a house except as a safety measure for retaining walls over eighteen (18) inches in height located at the side of the house or where there is a steep hill grade at the side of the house. Chain link, wire mesh, storm, basket weave, stockade, picket, and solid fences shall not be constructed on a lot. Wire mesh may be attached to the inside of an authorized fence only. A horizontal open style two or three rail fence may be installed only as a safety measure on those properties which have a retaining wall over eighteen (18) inches high at the side or rear of the house or where there is a steep hill grade at the side of the house. Low wire mesh fences, no higher than eighteen (18) inches, maybe temporarily installed around young plants as a protective measure.

(iii) Privacy Fences. Privacy fences may be constructed within the rear property line of a lot and side property line of an end unit and shall not extend forward of the rear wall of the house. Except as required in Subsection 1 (I)(i) of this Article, privacy fences are not required in the rear of a lot or side of an end unit lot but, if constructed, shall be of an alternating board-on-board wood style.

Privacy fences shall not exceed a maximum height compatible with adjacent fences and consistent with terrain elevation. In no case may the top of the fence exceed a height of eight (8) feet from the highest point of grade. Lower fences which permit a view over the top may be installed; however, such fences shall be an alternating board-on-board style which matches the privacy fencing.

Privacy fences and lower fences shall not be painted but may be stained a natural semi-transparent wood stain color or clear preservative treatment.

Wire mesh fencing used to increase security for children or keep pets confined may be used in conjunction with approved fencing. The wire mesh shall be attached on the inside of the fence at the bottom and shall not extend above the top rail. The Association may require supplemental landscaping in conjunction with wire mesh.

(iv) Gates. Gates are not required. If installed, they shall be of the same material and natural wood color as the fence. Gate styles for privacy fences may be either solid board or board-on-board to match the fence. Hardware may be black, brass or copper in color. House numbers may be placed on the gate or gatepost. Other attachments to the gate or gate posts such as name plates, light fixtures, and figures shall be compatible with the architecture of the community, not offensive in nature, and approved by the Association.

(v) Ornaments and Flower Boxes. Wooden flower boxes which match the wood of the fence may be mounted on the top of the fence. Other flower boxes, plant hangers, and ornaments shall be mounted on the inside of the fence and shall not project above the top of the fence. Flower boxes, plant hangers and ornaments authorized in this subsection may be installed without prior approval by the Association.

(vi) Walls. Retaining walls of landscape timbers, railroad ties, stone or brick may be constructed between the front lawns of two adjacent lots or on the back or side part of a lot. Retaining walls shall not be higher than the level of the higher elevation ground. The workmanship of masonry walls shall be equal to or better than the masonry workmanship of the houses in the community. If a brick retaining wall shall be constructed between the front lawns of two adjacent brick houses, the brick of the retaining wall shall match the brick of one of the houses. Retaining walls shall not adversely affect the drainage of an adjacent property. No retaining wall shall be constructed across the front of a lot.

(m) Flagpoles and Flags.

(i) Flagpoles. A permanent freestanding flagpole may be installed on the front lawn or rear patio of a house. For two story homes, the height of a flagpole shall not exceed the height of the roof eaves or the top of the dormer windows on Dutch Colonial gambrel roofs (approximately twenty (20) feet). For homes which are three stories at the rear, the height of a flagpole erected at the rear of the house shall not exceed the height of the bottom sills of the windows of the top floor (approximately twenty (20) feet). Flagpoles may be painted white or black or have a natural aluminum mill or stainless steel finish. Permanent flagpoles shall be installed and maintained in a vertical position and meet any applicable Fairfax

County requirements. Temporary flagpole staffs which do not exceed six (6) feet in length and are attached at an incline to the house or installed in the ground do not require prior approval by the Association.

(ii) Flags. Current official flags of the United States and its states, territories, possessions, districts, cities, counties, other local governments, native American tribes, departments and agencies, and armed forces; an accredited university, college or school; a foreign nation; and the United Nations and its agencies or an historical flag of the United States or the colonial period of what is now the United States may be displayed on a flagpole on the exterior of a property without the approval of the Association. The rules of respect and proper display must be observed when displaying flags. Flags and banners which are part of a temporary display for special events such as births, weddings, anniversaries, and "welcome home" may be placed on a property for a period of time not to exceed one week without the approval of the Association. Approval by the Association shall be required for the display of other flags and banners.

(n) Garden Pavilions /Arbors/Trellises. A garden pavilion or an arbor may be constructed in the back yard of a property only. They may have a natural wood finish or match the fence or painted a color compatible with the house colors and the colonial architecture of the community. The roof of a garden pavilion shall be made of open slats only and shall not exceed a height of eight (8) feet from the ground level. Pavilions and arbors which project above the top of the privacy fence shall not block the view, air or light of another property and shall require the approval of the adjacent homeowners before the Association may approve the project. The restrictions concerning garden pavilions and arbors shall not apply to trellises. Trellises may be erected in the back yard of a property, including over the back yard gateway, without prior approval by the Association.

(o) Greenhouses. A greenhouse may be constructed inside the privacy fence provided it does not protrude above the top of the privacy fence. Greenhouses shall not cover a window or door of a house. Greenhouses attached to a house, which may be used as a solarium or extension of the living space and violates the zoning setback requirements, shall not be constructed. Greenhouses authorized in this subsection and approved by the County if required may be installed without prior approval by the Association. No greenhouse or combination of other accessory structures, exclusive of trellises and arbors, shall exceed one-third (1/3) of the area of the rear yard.

(p) House Numbers. House address numbers shall be prominently displayed on each house. Only numeral styles compatible with colonial architecture and approved by the Association shall be installed on a house.

(q) Ivy/Other Vines. Ivy and other vines shall not be grown anywhere on the structure of a house. Ivy and other vines on arbors, fences, sheds or other structures shall be properly maintained in an attractive state.

(r) Lawn Landscaping (Front and Side).

(i) Decorative Objects. No decorative object over eighteen (18) inches in height from the ground other than a sun dial or bird bath shall be placed on the front and side yards of a property. Only sundials and birdbaths with a white, bronze or natural masonry finish and without statuary or fountains shall be placed on the front or side lawns.

Antique style lawn furniture (wrought iron furniture, park benches, deacon's benches, and masonry garden benches) or compatible traditional porch furniture may be placed regularly on the front or side lawn or by the front entrance of a house. The color of the lawn furniture may be black, white, dark green (includes antique verdigris green) or natural wood or masonry finish. Other colors for furniture on the entrance porch shall be approved by the Association. No other style furniture shall be kept on the lawn or at the entrance regularly.

Rocks shall not be painted. No object which is patently offensive or derogatory to a racial or ethnic group or offensive to community moral standards shall be permitted.

Wood planters shall be natural wood or natural wood stain finish. Foundation planters and other planters shall not exceed eighteen (18) inches in height from the ground.

(ii) Ground Surface Cover. Lawn surfaces may be grass, ground cover, mulched, rock gardens, or similar natural landscape design. The landscape may include a sitting area or small patio, not to exceed 8x8 feet. Such areas shall be paved with brick or stone or a masonry material that blends well with the natural landscaping, compatible with the colonial architecture of the community, and approved by the Association. The sitting area or patio shall not have a poured concrete surface and no portion of the lawn shall be covered with artificial turf or carpeting. Landscaping and topographic changes shall not adversely affect the drainage of an adjacent property or cause erosion run off.

(iv) Planting. Vegetable gardens shall not be grown on the front or side lawn. Bushes, shrubs, flowers and trees shall be maintained in an attractive and safe condition. Bushes, shrubs, and trees shall not obstruct passage on the Common Area sidewalks or access areas, cause damage to the Common Area sidewalks, or cause damage to adjacent property.

(s) Light Fixtures. Light fixtures at the front entrance to a house may be brass, copper, white or black and shall be a colonial style. Only white or yellow/amber light bulbs shall be used on front lights. Security and accent floodlights shall not shine on another property and shall not detract from the colonial appearance of a house. Low walkway lights shall be of a style that directs the light down to the walk. Colonial style lights and colonial black lampposts may be installed on the lawns of homes which are located away

from the street and streetlights. Rear patio and deck light fixtures may vary from a colonial style but shall not be directed onto another property. With the approval of the Board of Directors, security lights may be directed on the Common Area at the rear of a home which does not back up to a portion of the Common Area near other homes. Such lights shall be redirected or removed if they shine on other homes. Bug zappers are prohibited.

(t) Painting.

(i) Approved Colors. Except for white and black, exterior paint color on the doors, windows, shutters, and trim of a house shall be authentic Williamsburg colors approved by the Colonial Williamsburg Foundation or compatible similar traditional colonial paint colors and shades approved by the Association. Unless approved otherwise by the Association, the paint colors of the front door and shutters on a house shall match. Color combinations shall be of a colonial character and compatible with the style of the house. Fences and gates shall not be painted but may be stained with a natural wood finish stain consistent with other contiguous fences. Exterior color changes shall be approved by the Association prior to changing the exterior color on a house, shed, fence, gate or other appurtenant structure on the property.

(ii) Door Colors. Unless approved otherwise by the Association, doors shall be painted a solid color. Color combinations shall be of a colonial character and compatible with the style of the house. Wood doors may be stained with a natural wood finish stain. The paint color of storm doors shall match the color of the door behind it or the trim color of the house unless approved otherwise by the Association. Storm doors manufactured in standard colors such as white, bronze, or black may be approved if compatible with the other colors of the house.

(iii) Exterior Wall Colors.

(1) Siding. Siding color may be changed to a color compatible with the colonial architecture of the community with the approval of the Association.

(2) Brick. Exterior brick may be painted only with colors approved by the Association. No two brick houses in a row unit, except for twin units, shall have the bricks painted the same color. No more than two adjoining houses shall have painted bricks.

(iv) Shed Colors. Paint color of sheds shall be compatible with the colonial colors used in the community and approved by the Association. Adjoining sheds shall be painted the same color.

(v) Shutter Colors. All shutters on a house shall be painted the same color and shall be painted a solid color unless approved otherwise by the Association. Color

combinations shall be of a colonial character and compatible with the style of the house. The colors at prefinished synthetic shutters shall be a traditional colonial color approved by the Association.

(vi) Trim and Window Colors. Exterior trim and window colors shall be consistent throughout the house except that the trim of octagonal oculus windows may be painted to match either the color of the siding or the color of the shutters. The color of the roof trim which overhangs a party wall shall match the trim color of the house to which it is attached as a contiguous and integral part of the house trim and shall be the responsibility of the owner of that property. Window sashes may be painted a color which differs from the trim, if the color combination is of a colonial character and compatible with the style of the house. The color of storm windows may be white or aluminum mill finish and need not match the color of the trim. Other contrasting colors of storm windows shall be compatible with the trim color and approved by the Association.

(vii) Twin Unit Colors. The color of the trim, doors, shutters, siding, and brick of each home in a twin unit shall match that of the other home in the twin unit.

(u) Patios. Patios and landscaping shall not adversely affect the drainage of adjacent properties or cause an erosion run-off problem. Front yard patios shall be paved only with brick or stone or a masonry material that blends well with the natural landscaping, compatible with the colonial architecture of the community and approved by the Association. Front and side yard patios shall not have a poured concrete surface nor shall they be covered with artificial turf or carpeting. Rear patio furniture, umbrellas, landscaping, paving, air conditioner enclosures, benches, fountains, ponds, bird baths, bird feeders, bird houses, hot tubs and spas, landscape lighting below the top of the privacy fence, and ornaments do not require prior approval by the Association.

(v) Porches/Stoops/Solariums. No roofed porches or stoops or solariums shall be added to the front, back, or sides of a house. Roofs may be constructed over the entrance porches of end units with setback side entrances. The roofs and porches shall be compatible with the colonial architecture of the community. County approval and a building permit shall be required for Association approval.

(w) Railings. Railings may be erected on steps, walks, stoops, and porches. They shall be a black colonial wrought iron design.

(x) Recreation/Play Equipment. Recreation and play equipment may be installed at the rear of a house only. Such equipment may be installed without prior approval by the Association except that no such equipment shall exceed eight and one half (8 ½) feet in height. Portable recreation equipment, such as but not limited to portable basketball backboards, may be used only at the rear of a house and does not require prior approval by the Association.

(y) Roofs. Roofs shall be constructed with Class A fire retardant roofing material only. Only shingle styles and colors compatible with the colonial architecture of the community shall be installed. Wooden shingles shall not be installed on any house. The roofs of homes in a twin unit shall be the same style and color on both homes. The style and color of the shingles on the top and side portions of gambrel style roofs shall be the same.

(z) Screen Houses /Garden Canopies. No permanent roofed screened structure shall be constructed on any lot. A manufactured temporary portable fabric top screen house or fabric garden canopy may be erected at ground level in the back of a house without prior approval by the Association. Screen houses erected on raised or elevated decks may be approved by the Association only with the approval of the adjacent homeowners.

(aa) Sheds. Sheds may be constructed only in the rear yards/patios within the property lines or the confines of the privacy fence for those properties with privacy fences. Sheds shall not exceed eighty-four (84) square feet in area and eight and one-half (9) feet in height. The height is determined from the peak of the roof to the ground as found on a USGS topographic map. The style and material shall be approved by the Association. No shed or combination of sheds and other accessory structures, exclusive of trellises and arbors, shall exceed one-third (1/3) of the area of the rear yard.

(ab) Shutters. Shutters may be either louvered or solid panel colonial style. If louvered and solid panel shutters are used in combination, the louvered shutters shall be on the second floor bedroom level windows and the solid panel shutters on the first floor living areas windows as in the authentic colonial usage. Shutters on the same floor level and same window size shall be of the same size, style, and color. Shutters may be installed on the rear windows and doors of a house. Shutters shall not be permanently removed from the doors and windows without prior approval of the Association. Shutters may be wood or a synthetic material.

Shutters shall be of the appropriate size to fit the length of the window or door. On brick facades, the window shutters shall not extend below the top of the brick sill nor above the top trim of the window and shall not be shorter than approximately the height of one brick and mortar joint above the brick window sill nor approximately the height of one brick and mortar joint below the top trim of the window. On facades with siding other than brick, the window shutters shall not extend below the windowsill or above the top trim of the window and shall not be shorter than approximately the length of the window opening inside the trim. Shutters on doors shall not extend below the top of the threshold step nor above the top trim of the door (exclusive of cornice and pediment above the door opening) and shall not be shorter than approximately the top of the door opening nor more than approximately the height of one brick and mortar joint above the top of the threshold step.

Shutters on windows and doors with a lunette may have curved tops that approximately mirror the curve of the lunette on each side.

(ac) Siding. Replacement siding shall be a horizontal colonial style. Siding at the back of a house may be replaced with brick which is compatible with the architectural style of the community. Artificial brick or artificial stone siding shall not be installed on the exterior walls of a house.

(ad) Signs. Signs advertising a business, regardless of the location from which the business is conducted, shall not be posted on the exterior surface of a house, in windows, on the lawn, or in any other exterior place on the property.

Real estate signs which meet County regulations with respect to size, content and removal may be placed on the front lawn of a house.

Small window signs indicating location of a child's room and safe haven may be placed in a window.

Political election campaign signs which meet Fairfax County regulations with respect to size, content, authentication information and removal may be placed on the front lawn of a property during the official election campaign period as determined by Fairfax County.

Temporary signs and displays for special events such as births, weddings, anniversaries, and "welcome home" may be placed on a property for a period not to exceed one week.

No other signs shall be placed in a window or in an exterior place on a property.

(ae) Skylights. Skylights and similar type roof structures may be installed. Installation shall require prior approval by the Association as to location, style, color, and size.

(af) Solar Devices. Solar devices may be installed only on the rear slope of a roof and shall be installed flat on the roof and not visible from the front of the house. Associated pipes and wires shall not be installed on the front of a house. Installation shall require prior approval by the Association as to the style, color, size, and location of the device and associated pipes, wires, etc.

(ag) Steps/Walks. Front steps, stoops, porches, and walks shall be of masonry construction (concrete, brick, or stone). Concrete block or cinder block shall not be exposed above grade. The threshold step under the front door shall be retained unless approved otherwise by the Association for handicapped access. Front stoops, except for end units with set back side entrances, shall not be widened to more than approximately eighteen inches (18) on either side of the door frame, except that the side of the stoop closest to the nearest property line may be extended to that property line, and shall not be extended forward from the front of the house more than approximately four and one half (4 1/2) feet. The entrance porches of end units with set back side entrances may be extended to the side no more than approximately ten (10) feet but shall not be extended to the front. Steps, stoops, porches, and walks shall not be painted or carpeted.

(ah) Storage. Trash bags and containers, toys, tools, grills, firewood, boxes, garden equipment, lawn mowers, auto parts, old appliances, dead plants, plant trimmings, items for disposal, etc., shall not be stored on the front or side lawn, by the front door, or outside the area of the privacy fence. Rear yard/patio storage shall be neat. Nothing shall be stored on shed roofs. The rear yards/patios shall not be used for storing commercial or business equipment, supplies, materials, etc.

(ai) Topographic Changes. Topographic alterations shall not adversely affect drainage, water run-off, soil erosion, etc. Topographic changes which affect adjacent property owners shall have the written consent of the adjacent property owners prior to approval by the Association.

(aj) Trash. Trash bags and containers or other items for disposal shall not be stored on the front or side lawn, by the front door, or outside the area of the privacy fence. Trash stored in the rear yards/patios shall not be stored in the open in bags or open containers. Trash shall be stored in sanitary, fly proof containers with lids in accordance with the Fairfax County Code.

(ak) Wall Vents.

(i) Rear Wall Vents: Wall vents for houses that have a kitchen in the rear (Canterville and end-unit Davenport models) or middle (Brewster models) of the house, may be installed on the rear wall of the house only. Rear wall vents shall not be installed through a window opening.

(ii) Front Wall Vents: Wall vents for houses that have a kitchen in the front (Adams models) of the house may be installed in the front wall of the house. Front wall vents shall not be installed in the central portion of the front wall and must be located on the front wall in a position as close to the property line as feasibly possible allowing for the clearance of a downspout.

(iii) Side Wall Vents: No wall vents shall be installed on the side wall of a house except for two Adams model houses located at 6312 Buffie Court (Legal Description: Lot 55A, Section 2, Old Mill Community) and 6327 Teakwood Court (Legal Description: Lot 95A, Section 2, Old Mill Community). Side wall vents shall not be installed through a window opening.

(iv) Wall Vent Specifications: Wall vent outlets on front walls shall be covered with a rectangular hood cover that does not exceed a dimension of 12 inches by 12 inches. Wall vent hoods on front walls may be a natural aluminum metal finish, painted the color of the siding of the wall on which the wall vent would be installed or a color approved by the Association. Wall vent covers on rear and authorized side walls may be a rectangular hood style, louvered style or a style approved by the Association. Wall vent covers on rear and authorized side walls may be a natural aluminum metal finish, painted the color of the siding of the wall on which the wall vent would be installed or a color approved by the Association.

(v) Basement Level Wall Vents: Prior approval by the Association to install basement level wall vents is not required. The requirements of (i), (ii), (iii) and (iv) of this subsection shall not apply to basement level wall vents.

(vi) Under Eaves Vents: Prior approval by the Association to install vents in the soffit under the roof eaves of a house is not required. Such vents are not wall vents and the requirements of (i), (ii), (iii) and (iv) of this subsection shall not apply to vents installed in the soffit under the roof eaves of a house.

(al) Windows.

(i) Greenhouse Windows. Manufactured greenhouse windows approved by the Association may be installed on rear windows only.

(ii) Replacement Windows. Replacement windows, except for the fixed bay windows, green house windows, and window walls shall be double hung windows with pane muntin grids which match the original colonial style window panes in the community. Fixed bay windows shall have windowpane muntin grids of the same number, size, and shape as the original colonial style windowpanes in the original bay windows in the community or current industry standard. Any large area of trim on vinyl or metal replacement windows shall be painted to match the house trim. Manufactured pane muntin grids may be white but should approximate the color of the exterior house trim when possible.

Bay windows with fixed and adjacent double-hung windows may be replaced with casement windows with pane muntin grids which match the original colonial style windowpanes in the community. When converting a bay window to casement windows, both the fixed window and the adjacent double-hung window must be replaced with the same style casement windows.

Bay windows with fixed and adjacent double-hung windows may be replaced with a bow window with casement or double-hung windows with pane muntin grids which match the original colonial windowpanes in the community.

Double windows may be converted to bay or box windows, provided the bay or box window meets the Fairfax County setback requirements and building code.

Windows of the same type on a house shall match. Replacement windows may be installed in phases; however, all windows of the same type on the same wall shall be replaced at the same time with matching windows.

(iii) Security Bars. Security bars or ornamental grillwork shall not be installed on the exterior of first and second floor windows but may be installed on the exterior of basement level windows. The bars or grillwork shall be painted black or the color of the house trim. Mesh style shall not be installed.

(iv) Stained Glass Windows. Stained glass shall not be installed in the front window of a house. Stained glass may be installed in the stair well and side bathroom windows of end units. Stained glass plaques hung inside a window shall not require approval by the Association.

(v) Storm Window. Trim color of storm windows shall be white, natural aluminum mill finish or the color of the house trim unless approved otherwise by the Association.

(vi) Window/Walls. Window walls may be installed on the rear wall of a house only. The window wall may be composed of large solid glass plates or colonial muntin panes and, if opening onto an elevated deck, compatible style doors. County approval and a building permit shall be required for Association approval.

(am) Window Fans. Permanently installed window fans are prohibited.

Section 2. Member Maintenance Responsibilities. Members shall be responsible for complying with the property maintenance requirements of the Declaration, the Association Bylaws, and the Association Architectural Guidelines. Members shall comply with the following specific property maintenance requirements:

(a) Awnings. Awnings shall not be ripped, frayed, stained or faded to the point that the thread shows or is obviously discolored.

(b) Chimneys/Flues. Metal flues shall be properly assembled and attached to the house. The paint shall not be peeling or chipped. Chimneys and flues shall be free of soot, rust and ash stains.

(c) Decks. Decks shall not have missing or broken railings or parts. Rotted wood shall be replaced. Sagging decks shall be repaired or removed.

(d) Doors. Doors shall have the decorative raised panel trim intact. Paint or finish on doors and storm doors shall not be dirty, chipped, stained, faded or peeling. Storm doors shall have the screen or glass intact and shall not be dented. Door and storm door hardware shall be intact. The glass in door windows shall not be broken or missing. Thermal glass shall not be fogged or discolored.

(e) Downspouts/Rain Gutters. Downspouts and rain gutters shall be intact and properly attached to the house. They shall not be bent, dented or stained.

(f) Fences/Walls. Fences shall not have missing or broken parts or be in a state of collapse caused by deteriorating or broken supports. Gates shall be properly mounted and intact. Retaining walls shall not be leaning or falling over.

(g) Flagpoles and Flags. Permanent freestanding flagpoles shall not have chipped, stained or peeling paint and shall be in a vertical position. Temporary flagpole staffs shall not have chipped, stained or peeling paint. Flags and banners displayed on a flagpole or on the exterior of a property must not be torn, frayed, faded or in any other state of disrepair.

(h) House Numbers. House numbers shall be intact.

(i) Ivy/Other Vines. Ivy and other vines shall be removed from the structure of a house. Damage to arbors, fences, sheds or other structures by ivy or other vines shall be repaired. Dead ivy and other vines shall be removed.

(j) Landscape.

(i) Decorative Objects. Decorative objects shall not be broken or otherwise in a state of disrepair.

(ii) Erosion. Eroded areas shall be restored. Conditions which are causing erosion shall be corrected.

(iii) Grass. Grass shall not exceed a maximum height of six (6) inches in front, side and back yards. Bare spots shall be seeded or sodded.

(iv) Plants. Bushes and trees shall be properly trimmed according to the species and shall not block free passage on the sidewalks or access areas. Dead bushes, flower plants, ground cover, trees, and stumps shall be removed.

(v) Weeds. Mulched areas, ground cover, flowerbeds and patios in front, side, and back yards shall be free of weeds.

(k) Light Fixtures. Light fixtures shall not have broken glass or visible broken or missing essential parts. Light fixtures shall be securely attached to the house.

(l) Railings. Railings shall be free of rust, have all parts intact and undamaged, and properly secured.

(m) Roofs. Shingles shall not be warped, cracked, broken, missing or worn bare. All vents, fans, skylights, antennas, etc., installed on the roof shall be intact and not visibly damaged.

(n) Shutters. Shutters shall not be missing. Shutters shall be the appropriate size for the window and match shutters on similar windows. Shutters shall be intact with no missing louvers or otherwise visibly damaged. Shutters shall be properly attached to the house. Paint shall not be faded, cracked, or peeling.

(o) Siding. Siding shall be intact and not damaged. Severely faded or discolored siding shall be painted, replaced or restored. Paint on bricks shall not be discolored, chipped or peeling. Brick facades shall not be severely discolored by such things as large areas of moss, mold, dirt or remnants of vines above the basement level. The normal patina of age on bricks is not required to be removed. Cracks in brick facades shall be repaired and repointed.

(p) Steps/Walks. Steps, stoops, and porches shall not have pulled away from the house or sunk. The concrete on steps and walks shall be in good condition and appearance with no large cracks or deteriorated areas.

(q) Storage/Clutter. Trash bags and containers, toys, tools, grills, firewood, boxes, garden equipment, lawn mowers, auto parts, old appliances, dead plants, plant trimmings, items for disposal, etc., shall not be stored on the front or side lawn, by the front door, or outside the area of the privacy fence. Rear yard/patio storage shall be neat. The rear yard/patios shall not be used for storing commercial or business equipment, supplies, materials, etc.

(r) Structures/Play Equipment. Sheds, greenhouses, arbors, doghouses, pet enclosures, play equipment, and other structures on a property shall be maintained in good condition. Painted structures shall not have chipped, peeled, cracked, or rusted painted areas. Roofs, doors, hardware, glass, etc., shall be intact. Sagging or leaning structures shall be repaired or removed.

(s) Trash. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash bags and containers and other items for disposal shall not be stored on the front or side lawn, by the front door, or outside the area of the privacy fence. Trash stored in the rear yards/patios shall not be stored in the open in bags or open containers. Trash shall be stored in sanitary, fly proof containers with lids as required by the Fairfax County Code.

(t) Trim. All house, door, and window trim shall be intact and in good repair. Trim paint shall not be cracked, chipped, peeled, stained, or faded.

(u) Windows. Windows shall not have broken panes. Windowpane muntin grids shall be in place and intact. Storm window glass and screens shall be intact. Paint shall not be chipped, peeled, or stained. Curtains, shades, blinds, shutters, etc., in the window which are visible to the exterior shall be maintained in good condition. Thermal glass shall not be fogged or discolored

**ARTICLE XXIV
GENERAL PROVISIONS**

Section 1. Enforcement.

(a) In addition to other remedies which the Association or a Member may have, the Association or any Member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, requirements, procedures and charges now or hereafter imposed by the provisions of these Bylaws.

The Association shall have the right to place a notice in a disclosure document as provided by law concerning a property determined by the Board of Directors to be in violation of the architectural or maintenance provisions of the Declaration or the Association Bylaws.

Failure by the Association or by any Member to enforce any provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Association shall have the right to charge to the member determined by the Board of Directors to be in violation of the provisions of the Declaration or Bylaws penalties and costs of enforcement including reasonable attorney's fees involved in any such action. The Association shall have the right to claim reimbursement for costs and reasonable attorney's fees involved in any successful proceedings at law or in equity involved in enforcing the provisions of the Declaration or Bylaws.

In accordance with the provisions of the Federal Communications Commission (FCC) Over-the-Air-Reception Devices Rule, no monetary penalties, including attorneys' fees, may be imposed on a member by the Association while a petition is pending with the FCC or a court for a declaratory ruling or waiver concerning Association restrictions on antennas as defined in the FCC rule. If the Association restriction is found to be permissible by the FCC or a court, the member shall have up to 21 days in which to comply with the Association restriction before a monetary penalty is imposed.

(c) Any Member who shall successfully bring suit against the Board of Directors or another Member to enforce the provisions of the Declaration or Bylaws shall have the right to claim reimbursement from the Association or Member for costs and reasonable attorney's fees involved in any such action.

(d) Except as provided otherwise in the Declaration or these Bylaws or in the case of filing a lien or suit for delinquent assessments or suspending the voting rights and right to use of the recreational facilities for delinquent assessments as provided in the Declaration, any member determined by the Board of Directors to be in violation of the provisions of the Declaration or Bylaws shall be notified of the Board's determination and proposed action and shall be given an opportunity to be heard or represented by another person and/or represented by counsel before a regularly scheduled meeting of the Board

of Directors prior to any penalty being enforced or legal action taken against the member. Filing a lien or suit for delinquent assessments shall be as provided by law.

Any person who represents a member before the Board in the absence of the member shall present to the Board a power of attorney signed by the member authorizing such representation.

Notice of the violation and hearing shall be hand delivered or mailed registered or certified mail, return receipt requested, to the member at the address of record with the Association at least fourteen days prior to the hearing.

(e) In accordance with the provisions of the Federal Communications Commission (FCC) Over-the-Air-Reception Devices Rule, in the event that there is an unresolved dispute concerning the Association restriction on antennas as defined in the FCC rule, either the Association or the member or resident affected may file a Petition for Declaratory Ruling with the FCC or court of competent jurisdiction.

Petitions for declaratory rulings and waivers shall be served on the member concerned and both the member and resident concerned in the case of rental properties as required by the FCC rule.

If the Association files a petition, the Association is required by the FCC rule to provide reasonable constructive notice of the proceedings to all members and residents whose interests may foreseeably be affected.

A member or resident shall be deemed notified of the proceedings by delivery of such notice to the door of the member's or resident's residence in Old Mill or by mailing such notice, postage prepaid, to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice.

Section 2. Rule Making Procedures.

(a) Members shall be afforded the opportunity to appear before the Board of Directors or comment in writing concerning proposed rules, regulations, procedures, penalties or policies affecting the conduct, requirements or rights of the general membership prior to adoption by the Board. Notification of the hearing and a draft of the proposed rules, regulations, penalties or policies shall be provided to the members at least fifteen (15) days before the hearing.

A member shall be deemed notified of a hearing before the Board of Directors and provided a copy the aforesaid draft by delivery to the door of the Member's residence in Old Mill by the time specified above or by mailing such notice or a copy of aforesaid draft, postage prepaid, by the times specified above to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice.

(b) No violation of a new rule, regulation, procedure, or policy affecting the conduct, requirements or rights of the general membership shall be enforced by a penalty or legal action until thirty (30) days after the approved document has been delivered or mailed to the members; nor shall any violation of a new rule, regulation, procedure, or policy which occurred during such thirty (30) day period be enforced by a penalty or legal action; nor shall any new penalty be imposed until thirty (30) days after notice of the penalty has been delivered or mailed to the members.

The members of the Association may repeal or amend any rule or regulation adopted by the Board of Directors by a majority vote of the members, present in person or by proxy, at an annual meeting of the membership or a special meeting of the membership requested in writing by the members for that purpose in accordance with the provisions of Article X of the Association Bylaws. Notification and quorum for such meeting shall be as provided in Article X of the Association Bylaws.

(c) The Board of Directors shall publish the rules, regulations, procedures, penalties or policies affecting the conduct, requirements or rights of the general membership in permanent documents and provide copies to the members. An article in a newsletter shall not be deemed to meet the requirements of this provision.

(d) The requirements of this section shall not apply to those actions which are strictly concerned with the internal procedures and policies of the Board and changes in procedures which are not within the control of the Board of Directors.

END OF BYLAWS

ARCHITECTURAL GUIDELINES
OF
OLD MILL COMMUNITY COUNCIL,
INC.



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I. Introduction.

A. Old Mill was conceived as a community of townhomes designed to reflect a traditional colonial atmosphere. The design of Old Mill was inspired by the timeless colonial beauty of Williamsburg and the homes of old Georgetown. The random variations in house styles and architectural details, the set-back effect and the placement of units within the community were studiously considered to eliminate the look of “sameness” common to city row-houses. This concept has been successful, for the general appearance of Old Mill has attracted many buyers since the founding of the community in 1972 and the concept is now common in most townhome communities. The developers realized the wisdom and necessity for exercising some measure of control over the community to maintain the aesthetic integrity of the original concept, to ensure continuance of a well-kept appearance, and to protect the homeowners’ investment. Consequently, the Declaration of Covenants, Conditions and Restrictions for Section One and the Declaration of Covenants, Conditions and Restrictions for Section Two (collectively referenced to as “Declaration”) provide for the Association to approve exterior changes to the properties in Old Mill and enforce maintenance standards.

B. To attain the desired objectives, an Architectural Control Committee was appointed by the Board of Directors as provided in the Declaration of Covenants, Conditions and Restrictions and the Association’s Amended and Restated Bylaws (“Bylaws”) and architectural and maintenance standards have been established in the Association Bylaws. In enforcing these standards, it is the policy of the Association to maintain the architectural integrity of the community while, at the same time, affording owners the opportunity to effect exterior changes in accordance with their preferences within reasonable limits. Therefore, Architectural standards are more stringent for the front and sides of the homes which contain the features which determine the colonial architectural character of the community; whereas; more variations may be permitted in the rear of the homes which were built rather architecturally featureless. The community is not a colonial restoration but a living contemporary community reflecting a colonial atmosphere; therefore, it must keep pace with improvements in contemporary building materials and living. The goal is architectural harmony - not uniformity!

II. General Information.

A. Purpose. The Association Bylaws require the Board of Directors to publish the Architectural Guidelines. The overall purpose of this booklet is to serve as a guide to aid owners and residents in maintaining and enhancing Old Mill's carefully designed environment and to provide a basic reference standard for the members of the Architectural Control Committee. The guidelines described in this booklet address changes for which homeowners most commonly submit applications to the Architectural Control Committee or are architectural features essential to maintain the architectural character of the community. They are not intended to be all inclusive or

exclusive, but rather serve as a guide to what may be done. The specific objectives of this booklet are:

1. To increase owner's and resident's awareness and understanding of the Declaration.
2. To serve as a guide to the architectural requirements of the Bylaws.
3. To describe the organization and procedures involved with the architectural and maintenance standards established by the Declaration and Bylaws.
4. To describe maintenance and design standards which will aid owners and residents in maintaining their property in a manner which promotes the appearance of the community and developing exterior changes that are in harmony with the immediate surrounding homes and the community as a whole.
5. To assist owners in preparing an acceptable application to the Architectural Control Committee.
6. To provide uniform guidelines to be used by the Architectural Control Committee in reviewing applications for changes and enforcing maintenance standards.

B. Protective Covenants.

1. The basic authority for maintaining the quality of design and maintenance in Old Mill is contained in the Declaration of Covenants, Conditions and Restrictions for Section One and the Declaration of Covenants, Conditions and Restrictions for Section Two which are a part of the deed to every property in Old Mill. The intent of Covenant enforcement is to assure residents that the standards of design quality and maintenance will be maintained. This, in turn, protects property values and enhances the community's overall environment. All property owners should have been provided a copy of the Covenants at settlement. Since these Covenants "run with the land" and are part of the deed filed among the land records of Fairfax County, which constitutes constructive notice of the requirements to all owners, they are binding on all owners whether or not an owner was provided a copy or read them. All owners should periodically review and fully understand the Covenants. The Covenants establish the Association and provide for the Architectural Control Committee.

2. For owners and residents of Section One of Old Mill (Cherry Oak, Cloverdale and Meadow Grove Courts), Article VII and Article IX of the Declaration of Covenants, Conditions and Restriction pertaining to Section One, Old Mill Community, contain the provisions for architectural control and restrictions. Article VIII of the Declaration provides for the enforcement of maintenance standards.

3. For owners and residents of Section Two of Old Mill (Buffie and Teakwood Courts), Article V of the Declaration of Covenants, Conditions and Restrictions pertaining to Section Two, Old Mill Community, contain the provisions for architectural control. Article II, Section 3, of the Declaration provides for the enforcement of maintenance standards.

C. Association Bylaws. The basic architectural and maintenance standards, restrictions and procedures are contained in the Association Bylaws. Article XXII prescribes the role of the Architectural Control Committee and Committee Chairperson and the basic architectural control procedures. Article XXIII contains the architectural and maintenance responsibilities of the members. The Architectural Guidelines are based on the restrictions and requirements of the Bylaws.

D. Role of the Association.

1. The role of the Association, of which every owner is a member, is not only to own and maintain the Common Area, but to conserve and enhance the resources of the total community. The Association accomplishes these functions in a variety of ways, one of which is by ensuring, through the Architectural Control Committee, the retention of harmonious design qualities and high maintenance standards of the community. Surveys of planned unit development (PUD) communities, such as Old Mill, show that providing this assurance is reflected in the preservation and enhancement of real estate property values and is of prime importance to owners and residents.

2. The Architectural Control Committee (ACC) performs its task of ensuring aesthetic quality of the homes and their environs by establishing and monitoring the architectural review process and the Townhome Maintenance Inspection Program. The ACC ensures that proposed exterior alterations comply with the objectives set forth in the Covenants and Bylaws. This involves regular and systematic review of all applications for exterior alterations submitted by owners. As part of the Association's commitment to preserving and enhancing the appearance of the community, in the spring of each year, the ACC is required by the Bylaws to conduct a community-wide inspection of all properties in Old Mill. A report, with a request for corrective action, is provided to all owners whose property does not conform to the maintenance or architectural standards of the Covenants and Bylaws.

E. Changes Requiring Approval.

1. The Declarations explicitly state that ALL exterior alterations of a property, permanent or temporary, require the approval of the Association. It is important to understand that Association approval is not limited to major alterations such as adding a deck to a house, but includes such items as color, door, window and

front light fixture changes. Further, once a plan is approved, it must be followed or a modification must be approved. Approval is also required when an existing item is to be permanently removed.

2. Each application is reviewed on an individual basis. There are no "automatic" approvals, unless provided for specifically in these Guidelines. A homeowner who wishes to construct a deck identical to one already approved by the Association is still required to submit an application. A replacement/repair item, such as front steps, must be substantially the same as the original in style (i.e.: material, location, size, shape, etc.) unless a change has been approved by the Association. To prevent a financial loss, owners should not assume an application will be approved and commence work before approval.

III. Review Criteria. (Bylaws, Art XXII, Sec 1(f)).

A. The Architectural Control Committee (ACC) evaluates all submissions on the individual merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the house style and the individual site, since what may be an acceptable design of an exterior in one instance may not be for another. For instance, dark trim paint color on a house with a Dutch colonial gambrel style roof with dark shingles would not be as attractive as the same color paint on an end unit which has a large area of light color siding, or in the case of twin style units, it would detract from the appearance of the community and the integrity of the original design, if the color of the trim, shutters, doors, etc., differed on each part of the twin unit which was designed to appear as a harmonious whole. Because of the closeness of townhomes to each other, changes on individual properties are more noticeable and have more of an impact on adjoining properties and the community. Design decisions made by the ACC in reviewing applications are not based on any individual's personal opinion or taste. Judgments of acceptable design are based on criteria which represent, in more specific terms, the general standards of the Covenants.

B. Criteria. The following criteria are used in evaluating applications for architectural changes:

1. Relation to the Common Area. Factors such as the removal of trees, disruption of the topography and changes in rate or direction of storm water runoff may adversely affect the Common Area. Landscaping outside the privacy fence has a direct impact on the appearance and maintenance of the Common Area and the view from the homes of other owners.

2. Validity of Concept. The basic idea must be sound and appropriate to its surroundings.

3. Design Compatibility. The proposed change must be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the

neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.

4. Location and Impact on Neighbors. The proposed change should relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns are access, view, sunlight, ventilation and drainage. For example, deck lattice screens which extend above the privacy fence may obstruct views, sunlight or breezes from neighboring property.

5. Scale. The size (in three dimensions) of the proposed change should relate well to adjacent structures and its surroundings. For example, a large barn style shed would be inappropriate to the small size rear yards of homes in Old Mill.

6. Color. Other than white or black, changes of the exterior paint color of doors, windows, shutters and trim must be authentic Williamsburg colors approved by the Colonial Williamsburg Foundation or compatible similar traditional colonial paint colors and shades approved by the Association. Color combinations must be compatible with the colonial style of Old Mill. Some colors or color combinations which would be attractive on a Victorian or contemporary style home would be inappropriate in a colonial style community. The color must relate well to the style of the home and to the color of adjacent homes. Twin homes must have matching colors, whereas, the same colors on other adjacent homes should be avoided. Dark trim color against dark backgrounds should be avoided and trim, door and shutter colors should be compatible with the color of the siding or brick (i.e.: avoid buff color shutters on yellow brick).

7. Materials. Continuity is established by use of the same or compatible materials as were used in the original construction of the house or other homes in the community. For instance, in adding a masonry fireplace chimney, brick which matches the existing brick of a house would be used.

8. Workmanship. Workmanship is another standard which is applied to all exterior alterations. The quality of the work should be equal to or better than that of the original construction. Poor practices, besides causing the owner problems, can be visually objectionable to others. All too often, homeowner do-it-yourself projects end up looking like afterthought tacked-on eyesores. Concrete and masonry replacement work, in particular, can be an expensive eyesore if not done properly and in good design. Poor workmanship can also create safety hazards. Structural changes and additions must be in accordance with the standards of the Fairfax County Building Code and Zoning Law requirements and a building permit issued as required by the County.

9. Timing. The majority of changes will be made by owners themselves rather than contractors. However, projects which remain uncompleted for long periods

of time are visually objectionable and can be a nuisance and safety hazard for neighbors and the community. All applications must include estimated completion dates. If such time period is considered unreasonable, the Architectural Control Committee or the Board may disapprove the application.

IV. Special Cases.

A. Handicapped Access (Bylaws, Art XXII, Sec 5).

The Association may permit reasonable variances to the architectural standards to accommodate handicapped residents in the community, in accordance with applicable fair housing laws. However, the plans for such changes to a property still must be submitted to the Architectural Control Committee for approval. The Committee must make a judgment on the reasonableness of the change variance, the style, color, material, quality of construction and location of the change. The Committee shall request that the owner verify that a genuine situation requiring a reasonable accommodation exists.

B. Twin Units (Bylaws, Art XXII, Sec 4).

1. Twin units are two homes which are designed to appear as a harmonious whole. In accordance with the Covenants, exterior changes must be in harmony with the surrounding structures. Therefore, to preserve the architectural integrity of the original design, both units must be considered when making a change to homes which are part of a twin unit. Twin units have a major visual impact on the community which requires that they be architecturally compatible. The twin homes in Old Mill are 9505-07, 9526-28, 9560-62 Cherry Oak Court and 9436-38, 9459-61, 9473-75 Cloverdale Court.

2. To preserve the architectural integrity of the original design, the color of the trim, doors, shutters, siding, brick, and roof must be the same for both units in a twin unit. The style of roof shingles and siding must also be the same for both units. The owners of both properties must agree to make the same change before the Association will approve a change which may have a major impact on the visual appearance of the two units as a harmonious whole. Variations in door style, storm door and storm window style, landscaping and light fixtures are acceptable; however, owners of twin units are encouraged to keep such variations to a minimum. Variations, such as decks or window walls, are permitted in the rear of the homes without requiring both owners to make the same change. Owners of twin units are encouraged to paint their homes and replace their roofs at the same time to minimize differences in color shades and continuity.

V. ARCHITECTURAL CONTROL PROCEDURES (Bylaws, Art XXII, Sec 3).

A. Requests for Exterior Changes. Pursuant to the Declaration of Covenants, Conditions and Restrictions applicable to properties in Old Mill, the following procedures shall be followed regarding all exterior changes to Old Mill properties unless specified otherwise in these guidelines.

1. Procedures for Owner Submissions. Any owner desiring to make an exterior change to a property, prior to commencing any such change, shall submit the plans for, and the specifications describing, such change to the Architectural Control Committee in accordance with the following criteria:

a. Plans and specifications shall include a description of the nature, kind, shape, dimensions, color, materials to be used, and location of such proposed change;

b. Plans and specifications relating to structural changes including but not limited to sheds, decks, fences, walls, steps, and ramps, must be accompanied by architectural plans in harmony with the external design standards of Old Mill. Structural changes and additions must be approved by the County and a building permit issued in conformance with applicable Fairfax County Building Code requirements and Zoning Laws.

c. Requests for the installation of manufactured items, such as but not limited to windows, doors, shutters, light fixtures, and roof shingles must be accompanied by the manufacturer's brochure containing a picture and specifications of the item to be installed.

d. Requests for color changes or plans and specifications which include color descriptions of manufactured objects and material must include the paint manufacturer's paint sample with the color identification number and color name or a picture of the manufactured object showing the color.

e. Plans relating to modifications of or additions to the Common Area in the immediate area of an owner's property, such as trees, shrubs, grass, flowerbeds or walks, must include a description of the proposed modification or addition.

f. Requests which affect another owner, such as changes to twin homes, changes on or adjacent to a property line, or topographic changes, must be accompanied by the signed statement of the affected owners agreeing to the change or agreeing to make the same change if required in the case of twin homes.

g. Submissions of requests with plans and specifications shall be addressed to:

Old Mill Community Council, Inc.
Architectural Control Committee
P. O. Box 114
Burke, Virginia 22009

2. Procedures for Review by Committee or Board. Upon proper submission of a proposed change, the Committee or Board shall take the following steps:

a. The Committee or the Board shall review all requests in accordance with the design review criteria and the architectural standards contained in the Bylaws and these guidelines.

b. Applicants and other affected owners will be afforded the opportunity to meet with the Committee or the Board to discuss the submission upon the request of the affected owners. The Committee or the Board may also request that the affected owners meet with the Committee or the Board to discuss the submission prior to decision.

c. Within thirty (30) days after the receipt of a complete request for change, the Committee or the Board must either approve or disapprove the request. Failure by the Committee or the Board to approve or disapprove any complete request within thirty (30) days after receipt by the Association shall constitute approval of such plan and the owner will be deemed to have fully complied with this requirement of the Covenants and Bylaws.

d. In the event of disapproval, the Committee or the Board shall notify the owner of the property of its decision, in writing via first class mail or hand delivery and shall specify the reasons for disapproval.

e. In the event of approval, the owner shall be notified of the decision of the Committee or the Board in writing via first class mail, hand delivery or via e-mail provided that the applicant expressly authorizes such electronic delivery method in writing.

f. Either the Committee or the Board may approve or disapprove any request submitted. The Committee may decline to act and refer any request to the Board for its determination. However, such referral does not extend the time limitation provided for the Association to act.

g. Requests which do not include sufficient information upon which the Committee or the Board may base a decision will be disapproved. Requests for structural changes or additions which require approval by the County and a building permit in conformance with the applicable Fairfax County Building Code and zoning law requirements will not be given final approval until approved by the County and a building permit issued. Tentative design approval pending County approval may be given in such cases; however, such requests are considered incomplete and disapproved until receipt of County approval and a building permit issued. The thirty (30) day limitation for the Association to act will start again after receipt of a resubmission with all required information.

B. Enforcement Procedures.

1. Unauthorized Architectural Change Violations. The sources for reporting violations may be concerned residents, Architectural Control Committee members or members of the Board of Directors. Upon discovery by the Committee or the Board of any exterior change to a property, either completed or in progress, that has not been previously approved by the Committee or the Board as required in the Declaration of Covenants, Conditions and Restrictions, the following procedures will be followed:

a. The Committee or the Board shall review and evaluate the unauthorized change and notify the owner of the property that the Association has noted the unauthorized change.

b. If the work is in progress, the Committee or the Board may request that work cease and the owner submit a request for exterior change in accordance with the Declaration, Bylaws, and Architectural Guidelines. This procedure shall be followed particularly in those cases in which the unauthorized change appears to be in violation of the Declaration, Bylaws or Architectural Guidelines and continued work would increase the violation or cause irreparable damage.

c. If the Committee or the Board determines that an unauthorized change is in accordance with the Declaration, Bylaws and Architectural Guidelines, the owner of the property shall be notified in writing that the change has been approved retroactively and requested to observe the Association procedures for approval in the future.

d. If the Committee or the Board determines that an unauthorized change is in violation of the Declaration, Bylaws and Architectural Guidelines, the owner of the property shall be notified in writing that the change was disapproved and requested, within twenty one (21) days or a longer period granted in writing by the Committee or the Board, to restore the

property to the conditions which prevailed prior to the unauthorized change. Such restoration shall be subject to Committee or Board oversight and approval. The Committee or the Board shall take weather and seasonal conditions, cost, and job size into consideration when establishing a reasonable time period for restoration.

e. Failure by an owner to restore the property, as directed by the Committee or the Board, shall be deemed to be a breach by the owner of the Declaration of Covenants, Conditions and Restrictions which run with the property. In the event of failure by the owner to restore the property as directed by the Committee or the Board, the Board may pursue the remedies provided in the Association's Declaration, Bylaws, and Due Process Resolution.

f. Architectural change violations which also are in violation of the Fairfax County Building Code or Zoning Laws may also be reported to the appropriate County authorities for enforcement.

2. Maintenance Violations. The sources for reporting violations may be concerned residents, Architectural Control Committee members or members of the Board of Directors. Upon discovery by the Committee or the Board of any violations of the Association's maintenance standards, the following procedures will be followed:

a. In accordance with the Association's Due Process Policy Resolution and the Association's Resolution Regarding Procedures Related to the Submission and Resolution of Complaints, the Committee or the Board shall notify the owner of the property concerning the maintenance violation and request that the violation be corrected within a reasonable period of time.

b. Failure by an owner to maintain a property as directed by the Committee or the Board shall be deemed to be a breach by the owner of the Declaration of Covenants, Conditions and Restrictions which run with the property. In the event of failure by the owner to correct maintenance violations as directed by the Committee or the Board, the Board may pursue the remedies provided in the Association's Declaration, Bylaws and Due Process Resolution.

c. Maintenance violations which also are in violation of the Fairfax County Building Code, Zoning Laws, or other laws may also be reported to the appropriate County authorities for enforcement.

C. Appeals.

1. An Appeals procedure exists for those affected by a decision of the Architectural Control Committee who feel that any of the following criteria were not met by the Committee when reviewing their application or maintenance violation:
 - a. Proper procedures were followed during the administration and review process.
 - b. The applicant and other affected owners were given an opportunity for a fair hearing.
 - c. The Committee decision was not arbitrary but had a rational basis.
2. Decisions of the Architectural Control Committee may be appealed to the Board of Directors. The appeal shall be heard at the next regular scheduled meeting of the Board following receipt of the request for appeal. The Board of Directors is the final arbiters of architectural and maintenance decisions within the Association.
3. Any owner determined by the Board of Directors to be in violation of the Covenants, Conditions and Restrictions will be afforded the opportunity to appear at a hearing before the Board in accordance with the Association's Due Process Resolution.

VI. ARCHITECTURAL RESTRICTIONS AND STANDARDS.

A. The Architectural Restrictions and Standards are based on the architectural restrictions contain in ARTICLE XXIII of the Association Bylaws. These restrictions and standards shall guide owners and the Architectural Control Committee as to what changes to Old Mill properties are permissible and the standards to be met. The Architectural Guidelines and Bylaws cover the most common situations which arise; however, since no document could reasonably anticipate every situation, there may be situations which are not included in the Architectural Guidelines or Bylaws. The absence of a particular situation from the Architectural Guidelines or Bylaws does not imply that the change would be permissible. In accordance with the Declaration of Covenants, Conditions and Restrictions, ALL changes still must be approved by the Committee or the Board unless provided otherwise in the Architectural Guidelines. For those situations not included, the Committee or the Board would make a decision based on the design criteria or similar situations included in the Bylaws and Architectural Guidelines.

B. The following Architectural Restrictions and Standards shall apply to Old Mill properties (Bylaw references are in parenthesis):

1. Air Conditioners (Art XXIII, Sec 1(a)).

- **Central Air Conditioner Units/Heat Pumps:** Central air conditioner units and heat pumps may be installed only at the rear of a home. Installation does not require prior approval.
- **Window Air Conditioners:** Since all homes in Old Mill are centrally air conditioned, window air conditioners may not be installed in windows or walls.

2. Antennas (Art XXIII, Sec 1(b)).

- **Amateur Radio/Citizen Band Antennas:** Any owner wishing to install an antenna for amateur radio or citizen band activities exclusively must submit plans for same to the Architectural Control Committee. The plans shall show proposed location, height, and configuration of the equipment. The applicant shall also present affidavits from all property owners within a radius of one hundred (100) feet of his dwelling stating that they have no objections to such installations.
- **TV and Satellite "Dish" Antennas:** See Appendix C.

3. Attic Ventilators (Art XXIII, Sec 1(c)).

- **Fans:** A manufactured flat roof mounted attic fan may be installed only on the rear slope of a roof. The color of the units may be natural aluminum finish, maintenance grey or black only. Installations of this type do not require prior approval of the Association.
- **Vents:** An attic ridge vent may be installed on the roof ridge of a house. The ridge vent may be black, natural aluminum finish or another color compatible with the roof color. Other attic vents may be installed only on the rear slope of a roof. The color of the vents may be natural aluminum finish, maintenance grey or black only. Installations of this type do not require prior approval of the Association.
- **Wind Turbines:** A roof mounted wind turbine may be installed only on the rear slope of a roof below the ridge pole to minimize visibility from the front of the property. The color of the units may be natural aluminum finish, maintenance grey or black only. Installations of this type do not require prior approval of the Association.

4. Awnings/Canopies (Art XXIII, Sec 1(d)).

- **Door Canopies:** Fabric canopies may be installed over the doors. Fiberglass, metal, plastic and other similar rigid canopies are not permitted. Canopies must be a solid color compatible with the architecture of the community and the color scheme of the house (no bright colors) and approved by the Association. Canopies must be of a straight-forward design without decorative embellishments. Canopies may not be pulled up against the house for storage during the off-season except for the roll-up style. The roll-up style may be installed on rear patio doors only. Pipe frames must be removed from the house when the canopy is removed for off-season storage.
- **Patio and Deck Awnings/Covers:** Fabric patio or deck awnings or covers may be installed. Fiberglass, metal, plastic and other similar rigid awnings or covers are not permitted. Awnings and covers must be a solid color compatible with the architecture of the community and the color scheme of the house (no bright colors) and approved by the Association. Awnings and covers must be of a straight-forward design without decorative embellishments. No part of the awning or cover may be installed at a height beyond nine (9) feet above the sill of the door opening onto the patio or deck. Awnings and covers may not be pulled up against the house for storage during the off-season except for the style that completely rolls up into a housing unit without side supporting poles. Pipe frames must be removed when the awning or cover is removed for off-season storage.
- **Window Awnings:** Fabric window awnings may be installed on the windows. Fiberglass, metal, plastic and other similar rigid awnings are not permitted. Awnings must be a solid color compatible with the architecture of the community and the color scheme of the house (no bright colors) and approved by the Association. Awnings must be of a straight-forward design without decorative embellishments. Awnings may not be pulled up against the house for storage during the off-season.

5. Chimneys/Metal Flues (Art XXIII, Sec 1(e)).

- **Chimneys:** A masonry chimney may be installed on the side or rear of a house. If the house is brick, the chimney brick must match the style and color of the brick already on the house. The style and color of the brick, finish, or stone of chimneys on other houses must be compatible with the architecture of the community and approved by the Association. Concrete or cinder block chimneys, either painted or natural finish, are not permitted. Chimneys must have County approval.

- **Metal Flues:** Exterior metal flues may be installed at the rear of a house only. No metal flue may be installed through a window opening. Exterior metal flues must be painted to match the exterior siding or encased in siding which matches the exterior siding of the house. The portion of an exterior metal flue which is not enclosed in siding and projects above or through a Dutch colonial roof must be painted a color which matches or blends with the roof color. The portion of an interior metal flue which projects through the roof must be painted a color compatible with the roof color. Unpainted exterior metal flues are not permitted. Metal flues must have County approval.

6. Clotheslines (Art XXIII, Sec 1(f)) - No exterior clothesline or hanging device (except an umbrella-type structure with a diameter not exceeding seven feet for use in rear of dwellings only) shall be allowed upon any property. Such hanging devices as are permissible shall not be displayed except on week-days between the hours of 8 a.m. and 6 p.m. These devices must be installed so as not to extend over the privacy fencing or property lines. Installation of permissible hanging devices does not require approval of the Association.

7. Decks (Art XXIII, Sec 1(g)).

- **Elevated and Raised Decks:** Elevated and raised decks may be installed at the rear of a house only and may not extend forward of the rear wall of the house. An elevated deck may not extend past the side wall of the house. An elevated deck is a deck which is constructed at the first floor level of a house over the walk-out basement level. A raised deck is a deck which is constructed at eight (8) or more inches above ground level. Raised and elevated decks must be built to county building specifications and the owner must obtain a building permit and have the construction approved by the County. A detailed professional architectural drawing of the proposed deck must accompany an application for an elevated or raised deck. The drawings must show the size and style of the deck, details and dimensions of railings, posts, steps, benches, etc., to clearly describe the proposal. The application must include a site plan showing the relationship of the deck to the house, lot and adjacent properties, the height of the deck above the ground, a description of the material to be used, and details of changes to windows, doors, and light fixtures, if applicable. Wood decks may not be painted but should be constructed of wood which weathers naturally or stained with a natural appearing wood stain. The under deck area of raised decks must be screened if used for storage. A roof may not be constructed over an elevated or raised deck. A deck must not adversely affect the drainage of adjacent properties or cause an erosion run-off problem. Approval by the Association of an

elevated or raised deck shall be contingent upon the County approving the plan and issuing a building permit.

- **Ground Level Decks:** Ground level decks may be constructed at the rear of a house only and may not extend forward of the rear wall of the house. Ground level decks are decks which are less than eight (8) inches above the ground. Construction of ground level decks does not require Association approval; however, they may not adversely affect the drainage of adjacent properties or cause an erosion run-off problem and must be maintained in good condition.
- **Privacy Screening:** If an owner wants to install privacy screening on a deck, the owner must obtain County approval. The Association will not consider an owner's request to install privacy screening until County approval has been obtained. The owner must also obtain the written consent of the adjacent property owners before the owner's request will be considered by the Association. If an owner obtains County approval, a building permit and the written consent of the adjacent property owners, the Association will consider the owner's request for lattice or other deck privacy screening at that time. Deck screening may not extend to a height greater than eight (8) feet above the level of the deck floor. Deck screening must be made of wood. Lattice style screening is preferred; however, other styles which are compatible with the deck and do not create visual bulk or block air and light may be considered.

8. Decorative Objects (Art XXIII, Sec 1(h)) - A traditional fire mark or black colonial eagle may be affixed to the front of a house over the front door. No other permanent decorative object may be affixed to the front of a house without permission of the Association. Other decorative objects must be of a colonial character or compatible with the colonial style of the community. Temporary seasonal decorations such as wreaths (including straw and patchwork wreaths which are not limited to Christmas time), flower baskets, ears of corn, pumpkins, and electric lights may be affixed to a house without approval of the Association. (See section on Lawn Landscaping, page 23, for lawn decorative objects.)

9. Doghouses/Pet Enclosures (Art XXIII, Sec 1(i)) - Doghouses and other small pet enclosures which do not extend above the privacy fencing may be built at the rear of a property within the confines of the privacy fencing. Construction of doghouses and small pet enclosures does not require Association approval; however, they must be maintained in good condition and in a sanitary manner.

10. Doors (Art XXIII, Sec 1(j)).

- **Front Doors:** Front doors may be replaced with wooden or metal doors with a raised-panel design which is architecturally compatible with the colonial style doors installed by the builder. The preferred style is solid raised-panel or raised-panel with small window panes (fan or rectangular) across the top. Doors with carved panels are permitted. Doors which are half window panes may also be approved; however, this style door is more compatible with the Dutch Colonial style homes and end units without brick veneer than the other style homes which have more formal colonial style entrances. French doors may be approved; however, this style door is more compatible on entrances which do not face a street and may be desirable for entrances with a good view of a wooded area. However, owners should also consider their safety and privacy needs when selecting doors with window panes. Flush doors and doors which are not of a colonial character are not permitted. Front doors may have a natural wood stain finish or painted a color approved by the Association. (See section on Paint, page 25.)
- **Hardware:** Existing door hardware may be changed if replacement is brass, copper or black and compatible with the colonial style. Additions of security locks and door knockers must be brass or black compatible with the colonial style. Installation of peep-holes is permitted. Prior approval of the Association is not required for such changes.
- **Patio and Deck Doors:** Patio sliding glass doors may be replaced with French doors, atrium doors, or sliding glass doors. The doors may be installed with or without window pane muntin grids. Wood doors must be painted the color of the house trim unless approved otherwise by the Association. Aluminum sliding doors may be natural mill finish color, white, or a color compatible with the house trim. These same style doors may be installed when adding new doors for access to elevated decks. New doors for access to elevated decks may be created by removing a set of windows and installing the doors in the space of the former window opening.
- **Storm Doors:** Storm doors shall be either wood (in which case the same shall be painted the color of the door behind it or the house trim), metal, or vinyl-clad. Mill finished aluminum color storm doors or jalousie style storm doors are not permitted. Storm doors which match the color of the door behind it or the trim are preferred; however, storm doors manufactured in standard colors such as white, bronze, or black may be approved if compatible with the other colors of the house. Security grills, if installed, must be painted the color of the door, white or black.

Security grillwork must not have excessive ornamentation. Purely decorative ornate grillwork which is not part of a security door system is not permissible. Pet and children protective screen guards may be installed on the inside of the door only.

11. Downspouts/Rain Gutters (Art XXIII, Sec 1(k)) - All houses must have properly installed and maintained downspouts and rain gutters. Downspouts may be white or painted to match the color of the house trim. No other color may be used without permission of the Association. Other colors must be compatible with the house color and in keeping with the colonial character of the community.

12. Fences/Walls (Art XXIII, Sec 1(l)).

- **Boundary Fences and Walls:** Fences and walls between the property of an Old Mill homeowner's lot and the Common Area owned by the Association must be installed within the boundary lines of the lot unless granted otherwise by specific permission of the Board of Directors. The Board of Directors may authorize minor deviations of a fence line onto Association property when it is necessary or desirable to protect a terrain or landscape feature which is on or adjacent to a boundary line, when it is necessary or desirable to follow the natural terrain, or in other situations when it is in the best interests of the appearance of the community to do so. Such deviations shall not exceed ten (10) feet onto Association property. Such fences are not party walls and the homeowner remains liable for the installation, replacement and maintenance of the fence. If such a fence on Association property is no longer maintained in good condition by the homeowner, the Association may remove the fence, at the homeowner's expense, from Association property without replacing it.

Fences and walls on the boundary line between two adjacent lots shall be considered a property wall matter between the two owners and the costs of maintenance and replacement should be shared equally or as agreed to by the two owners involved. Fences or walls which are entirely within the boundary line of a lot are the responsibility of that owner.

Privacy fences between two adjacent lots are required except in cases in which the adjacent lot owners agree not to have a privacy fence between the lots. In the event that one of the owners of an adjacent lot or a subsequent successor in title of one of the adjacent lots gives notice in writing to the adjacent lot owner and the Association of the lot owner's desire to have a privacy fence between the two adjacent lots, a privacy fence shall be required between the two lots. The cost of construction of the fence should be shared equally or as agreed to by the two owners

involved as a party wall matter. If a lot owner does not agree to the construction of a privacy fence or does not agree to share the cost of construction, maintenance and replacement of a privacy fence, the Association may determine the lot owner to be in violation of the Bylaws and take appropriate enforcement action.

Privacy fences shall extend along the common boundary line to either the rear property or a rear fence line approved by the Association.

- **Fence Restrictions:** No fence may be installed on a lot forward of the front wall of a house. No fence may be installed on a lot forward of the rear wall of a house except as a safety measure for retaining walls over eighteen (18) inches in height located at the side of the house or where there is a steep hill grade at the side of the house. Chain link, wire mesh, storm, basket weave, stockade, picket, and solid fences are not permitted on a lot. However, wire mesh may be attached to the inside of an authorized fence only. A horizontal open style two or three rail fence may be installed as a safety measure on those properties which have a retaining wall over eighteen (18) inches high at the side or rear of the house. (Low wire mesh fences, no higher than eighteen (18) inches, temporarily installed around young plants as a protective measure, are permitted without prior approval of the Association.
- **Privacy Fences:** Privacy fences may be constructed within the property lines at the rear of a house and may not extend forward of the rear wall of the house. Except as provided in Subsection 1(I)(i) of the Bylaws, privacy fences are not required but, if constructed, must be of an alternating board-on-board wood style. This style fence was selected by the builder for the community because it affords both the maximum privacy and air circulation. Privacy fences must not exceed a maximum height compatible with adjacent fences and consistent with terrain elevation. In no case may the top of the fence exceed a height of eight (8) feet from the highest point of grade. Lower fences which permit a view over the top may be installed; however, such fences must be an alternating board-on-board style which matches the privacy fencing. Privacy fences and lower fences may not be painted but may be stained a natural wood stain color or preservative treatment if all owners of contiguous fences agree. Wood fences which weather naturally are preferred. Wire mesh fencing used to increase security for children or keep pets confined may be used in conjunction with approved fencing. The wire mesh will be attached on the inside of the fence at the bottom and will not extend above the top rail. Approval, however, may be contingent upon supplemental landscaping. (See Landscaping Guidelines, Appendix B.)

- **Gates:** Gates are not required. If installed, they must be of the same material and natural wood color as the fence. Gate styles for privacy fences may be either solid board or board-on-board to match the fence. Hardware may be black, brass or copper in color. House numbers may be placed on the gate or gate post. (See section on House Numbers, page 22.) Other attachments to the gate or gate posts such as name plates, light fixtures, and figures must be compatible with the architecture of the community, not offensive in nature, and approved by the Association.
- **Ornaments and Flower Boxes:** Wooden flower boxes which match the wood of the fence may be mounted on the top of the fence. Other flower boxes, plant hangers, and ornaments must be mounted on the inside of the fence and do not require prior approval of the Association if they do not project above the fence top.
- **Walls:** Retaining walls of landscape timbers, railroad ties, stone or brick may be constructed between the front lawns of two adjacent lots or on the back or side part of a lot. Retaining walls may not be higher than the level of the higher elevation ground. The workmanship of masonry walls must be equal to or better than the masonry workmanship of the houses in the community. If a brick retaining wall is constructed between the front lawns of two adjacent brick houses, the brick of the retaining wall must match the brick of one of the houses. Retaining walls may not adversely affect the drainage of an adjacent property. No retaining wall may be constructed across the front of a lot.

13. Flagpoles (Art XXIII, Sec 1(m)).

- A permanent free standing flagpole may be installed on the front lawn or rear patio of a house. For two story homes, the height of the flagpole may not exceed the height of the roof eaves or the top of the dormer windows on Dutch Colonial gambrel roofs (approximately twenty (20) feet). For homes which are three stories at the rear, the height of a flagpole erected at the rear of the house may not exceed the height of the bottom sills of the windows of the top floor (approximately twenty (20) feet). Flagpoles may be painted white or black or have a natural aluminum mill or stainless steel finish. Permanent flagpoles must be installed and maintained in a vertical position. Temporary flagpole staffs which do not exceed six (6) feet in length and are attached at an incline to the house or installed in the ground do not require prior approval by the Association.
- Current official flags of the United States and its states, territories, possessions, districts, cities, counties, other local governments, native American tribes, departments and agencies, and armed forces; an accredited university, college or school; a foreign nation; and the United

Nations and its agencies or an historical flag of the United States or the colonial period of what is now the United States may be displayed on a flagpole on the exterior of a property without the approval of the Association. The rules of respect and proper display must be observed when displaying flags. Flags and banners which are part of a temporary display for special events such as births, weddings, anniversaries, and "welcome home" may be placed on a property for a period of time not to exceed one week without the approval of the Association. Approval by the Association shall be required for the display of other flags and banners. The rules of respect and proper display must be observed when displaying flags.

14. Garden Pavilions/Arbors (Art XXIII, Sec 1(n)) - A garden pavilion or arbor may be constructed in the back yard of a property only. They may have a natural wood finish to match the fence or painted a color compatible with the house colors and the colonial architecture of the community. The roof of a garden pavilion shall be made of open slats only and may not exceed a height of eight (8) feet from the ground level. Pavilions and arbors which project above the top of the privacy fence may not block the view, air or light of another property and require the approval of the adjacent homeowners before the Association will approve the project.

15. Greenhouses (Art XXIII, Sec 1(o)) - A greenhouse is permitted inside the privacy fence provided it does not protrude above the top of the privacy fence. Greenhouses may not cover a window or door of a house. Greenhouses attached to a house, which may be used as a solarium or extension of the living space, are not permitted by the County Zoning Laws because of building set-back requirements. Greenhouses authorized in this subsection and approved by the Country if required may be installed without prior approval by the Association. No greenhouse or combination of other accessory structures, exclusive of trellises and arbors, shall exceed one-third (1/3) of the area of the rear yard.

16. House Numbers (Art XXIII, Sec 1(p)) - House numbers are required for both convenience and safety in assisting the police, rescue squad, or firemen in reaching a residence in an emergency. They should be easily visible from the street and prominently displayed. The house number may be in numerals or script but numerals are preferred. Numerals or script should be between 3 ½ and 5 inches in height and a colonial style. They may be brass, black on a white background, or white on a dark background. They may be mounted on the door, over the door, on the door pillar, on the door shutters, or on a plaque attached to the wall facing the street. Black or brass numerals or script may be mounted on a rear gate or gate post but house numbers are not required on rear gates. Only brass numerals may be mounted on a door. Script may be mounted only above a door or on a rear gate. Black numerals or script may not be mounted on a dark background and white numerals may not be mounted on a light background.

Stick-on numbers printed on a metallic colored background are not permitted. Prior approval by the Association for house numbers which meet these criteria is not required. Plaques, other than standard wood address plaques (approximately 5 X 14 inches), must be approved by the Association. Unless approved otherwise by the Association, plaques must be painted white, the color of the house trim or, in the cases of natural wood finish doors, may match the wood finish of the door.

17. Ivy/ Other Vines (Art XXIII, Sec 1(q)) - Ivy and other vines shall not be grown anywhere on the structure of a house. Ivy and other vines on arbors, fences, sheds or other structures shall be properly maintained in an attractive state.

18. Lawn Landscaping (Front and Side) (Art XXIII, Sec 1(r)).

- **Decorative Objects:** Decorative objects over eighteen (18) inches in height from the ground such as but not limited to statues and figures, crystal balls, rocks, driftwood piles, wagon wheels, fountains, etc., are not permitted on front or side lawns. Sundials and bird baths with a white, bronze or natural masonry finish and without statuary or fountains are permitted. Antique style lawn furniture (wrought iron furniture, park benches, deacons benches, and masonry garden benches) are permitted on the lawn or by the entrance. The color of the lawn furniture may be black, white, dark green or natural wood or masonry finish. Other colors for furniture on the entrance porch must be approved by the Association. No other style furniture may be kept on the lawn or at the entrance regularly. Rocks may not be painted. Small statuary and figures should be located under bushes, in flower beds, and next to trees rather than in the center of the lawn. No object which is patently offensive or derogatory to a racial or ethnic group or offensive to community moral standards is permitted. Wood planters must be natural wood or natural wood stain finish. The number of decorative objects should be kept to a minimum so as to not create a cluttered or gaudy appearance. Edging of bricks or landscape garden timbers is permitted. Installation of railroad ties, landscape garden timbers or bricks to form a planter wall or other structure over eighteen (18) inches in height, other than a retaining wall between the lawns of two adjacent houses, is not permitted. (See section on Fences/Walls, page 19.) Bird baths, lawn furniture, or other decorative objects over eighteen inches in height, which are of a scale or style compatible with the colonial architecture of the community, require prior approval of the Association.
- **Ground Surface Cover:** Lawn surfaces may be grass, ground cover, mulched, rock gardens, or similar natural landscape design. The landscape may include a sitting area or small patio, not to exceed 8x8

feet. Such areas must be paved with brick or stone or a masonry material that blends well with the natural landscaping and is compatible with the colonial architecture of the community. The sitting area or patio may not be made of poured concrete surface and no portion of the lawn may be covered with artificial turf or carpeting. Landscaping and topographic changes may not adversely affect the drainage of an adjacent property or cause erosion run off. (See section on Topographic Changes, page 30.) The selection of natural ground surface cover (plants, mulch, etc.) is the choice of the owner and does not require prior approval of the Association; however, changes in topography or the paving material and design for a sitting area or patio requires prior approval by the Association.

- **Planting:** Vegetable gardens may not be grown on the front or side lawn. A vegetable garden is defined as vegetables grown in cultivated rows. The selection of bushes, shrubs, flowers and trees for a lawn is the choice of the owner and does not require prior approval by the Association; however, the Association requires that they be maintained in an attractive and safe condition. Bushes, shrubs, and trees may not obstruct passage on the Common Area sidewalks or access areas, cause damage to the Common Area sidewalks, or cause damage to adjacent property. Residents are encouraged to take care of the Common Area surrounding their homes, including the area outside the rear fence and particularly the area around end units. Residents of end units may take care of the area which would appear to be the natural boundaries (i.e.: up to the walks, the base of a hill, wooded tree line, etc.). However, prior approval by the Association is required for planting and landscaping the Common Area around a home outside the immediate area of the rear fence. Bamboo, wisteria, honeysuckle, and kudzu may not be planted anywhere on the Common Area. Refer to the Landscape Guidelines, Appendix B, concerning recommendations for planting.

19. Light Fixtures (Art XXIII, Sec 1(s)) – Replacement of light fixtures at the front entrance to a house requires approval of the Association if the replacement light fixtures are a different style from the original. Replacement light fixtures may be brass, copper, white or black and must be a colonial style. Only white or yellow/amber light bulbs may be used on front lights. Security and accent flood lights which do not shine on another property and are installed so as to not detract from the colonial appearance of a house may be added with the approval of the Association. Low walkway lights must be of a style that directs the light down to the walk. Colonial style lights and colonial black lamp posts, approved by the Association, may be installed on the lawns of homes which are located away from the street and street lights. The style of rear patio and deck light fixtures may vary from a colonial style and do not require prior approval by the Association; however they may not be directed onto another property. With the

approval of the Association, security lights may be directed on the Common Area at the rear of a home which does not back up to a portion of the Common Area near other homes. Such lights must be redirected or removed if they shine on other homes. Bug zappers are prohibited.

20 Paint (Art XXIII, Sec 1(t)).

- **Approved Colors:** Except for white and black, exterior paint color on the doors, windows, shutters, and trim of a house must be authentic Williamsburg colors approved by the Colonial Williamsburg Foundation or compatible similar traditional colonial paint colors and shades approved by the Association. The Sherwin-Williams Company brands of Martin-Senour and Pratt & Lambert are the only companies authorized by the Colonial Williamsburg Foundation to produce authentic Williamsburg colors. Unless approved otherwise by the Association, the paint colors of the front door and shutters on a house must match. Fences and gates may not be painted but may be stained with a natural wood finish stain consistent with other contiguous fences. Exterior color changes must be approved by the Association prior to changing the exterior color on a house, shed, fence, gate or other appurtenant structure on the property.
- **Door Colors:** Unless approved otherwise, doors must be painted a solid color. Doors may be painted a color that differs from the shutters, only if it can be demonstrated that the color combination is of a colonial character and compatible with the style of the house. Wood doors may be stained with a natural wood finish stain. The paint color of storm doors must match the color of the door behind it or the trim color of the house unless approved otherwise by the Association. Storm doors manufactured in standard colors such as white, bronze, or black may be approved if compatible with the other colors of the house.
- **Exterior Wall Color:**
 - **Siding:** Siding color may be changed to a color compatible with the colonial architecture of the community with the approval of the Association. This may entail changing the siding or repainting it. Owners should note that once aluminum siding is painted; it must be periodically repainted the same as wood siding.
 - **Brick:** The painting of exterior brick is not permitted without approval of the Association. The only colors permitted are white, buff, grey, and grey/green, the exact shades of which must be approved by the Association. The color of the trim, doors and shutters must be carefully coordinated with the wall color. The

painting of bricks has a big visual effect on the community and must be carefully coordinated throughout the community to have a pleasing effect. A few painted brick houses provide a pleasing visual accent to the community but a large number would be overpowering; therefore, they must be kept to a minimum. No two brick houses in a row unit, except for twin units, may have the bricks painted the same color. No more than two adjoining houses may have painted bricks. Generally, only plain red brick homes should have the bricks painted, since the other brick styles already have a unique color and texture quality which contributes to the aesthetic character of the community. Not all brick is easily painted. Therefore, the Association will approve only professional quality jobs which evaluate the nature of the brick surface, its ability to hold paint, and provide for properly conditioning the brick. While painted brick may be attractive and is compatible with the colonial character of the community, it does entail an additional maintenance burden and expense to the owner which should be considered.

- **Shed Colors:** Paint color of sheds must be compatible with the colonial colors used in the community and approved by the Association. The preferred colors for wooden sheds are a shade of grey, grey/green, brown, or reddish/brown or a color which matches the house siding color. Adjoining sheds must be painted the same color.
- **Shutter Colors:** All shutters on a house must be painted the same color unless it can be demonstrated that the color combination is of a colonial character and compatible with the style of the house. For instance, in Colonial times, it was common for main floor solid panel shutters to be painted white or buff, while the upper floor louvered shutters were painted green. Shutters must be painted a solid color unless it can be demonstrated that the color combination is of a colonial character and compatible with the style of the house. The colors of prefinished synthetic shutters (for example: plastic, fiberglass or metal) must approximate an approved authentic Williamsburg color.
- **Trim and Window Color:** Exterior trim and window colors must be consistent throughout the house except that the trim of octagonal oculus windows may be painted to match either the color of the siding or the color of the shutters. The color of the roof trim which overhangs a party wall shall match the trim color of the house to which it is attached as a contiguous and integral part of the house trim and shall be the responsibility of the owner of that house. Window sashes may be painted a color which differs from the trim, only if it can be demonstrated that the color combination is of a colonial character and compatible with the

style of the house. Storm windows which match the trim color of the house are preferred; however, the color of storm windows may be white or aluminum mill finish and need not match the color of the trim. Other contrasting colors of storm windows require approval of the Association.

- **Twin Unit Colors:** The color of the trim, doors, shutters, siding, and brick of each home in a twin unit must match that of the other home in the twin unit.

21. Patios (Art XXIII, Sec 1(u)) - Rear patios, including landscaping inside the property line, decorative objects which do not project above the privacy fence, and rear light fixtures do not require approval of the Association. The patio and landscaping must not adversely affect the drainage of adjacent properties or cause an erosion run-off problem. (See section on Topographic Changes, page 30.) Front lawn patios require prior approval by the Association. (See section on Lawn Landscaping (Front and Side), page 23.)

22. Porches/Stoops/Solariums (Art XXIII, Sec 1(v)) - No roofed porches or stoops or solariums shall be added to the front, back, or sides of a house. Roofs may be constructed over the entrance porches of end units with set-back side entrances. The roofs and porches must be similar to the roofs and porches on the original design of the houses as constructed by the builder in the Links Pond Subdivision on South Lakes Drive, Reston, Virginia. The roof may not extend beyond the front or side walls. Porches may be open or enclosed with glass or screen. If enclosed with glass, the windows must be multi-paned colonial style windows. In no case may a porch be enclosed with storm windows only. The door must be compatible with the colonial style of the community. County approval and a building permit are required before the Association will approve such a project.

23. Railings (Art XXIII, Sec 1(w)) - Railings may be erected on steps, walks, stoops, and porches. They must be a black colonial wrought iron design.

24. Recreation/Play Equipment (Art XXIII, Sec 1(x)) - Recreation and play equipment may be installed at the rear of a house only. Approval by the Association is required for any playhouses which project above the privacy fence and/or require County approval. Swing sets, slides, and play equipment, including portable basketball boards, which do not require County approval and are less than eight and one half (8 1/2) feet in height from the ground do not require prior approval by the Association. All other recreation/play equipment exceeding eight and one half (8 1/2) feet in height require approval by the Association.

25. Roofs (Art XXIII, Sec 1(y)) - Only shingle styles and colors compatible with the colonial architecture of the community are permitted. Only Class A fire retardant material may be used on the roofs. Wooden shingles are not permitted since they do not blend well with the existing shingles and present a fire safety and insurance problem to the community. The roofs of homes in a twin unit must be the same style and color on both homes. The style and color of the shingles on the top and side portions of gambrel style roofs must be the same.

26. Screen Houses (Art XXIII, Sec 1(z)) - No permanent roofed screened structure may be constructed. A manufactured temporary portable fabric top screen house may be erected at ground level in the back of a house without prior approval of the Association. Screen houses erected on raised or elevated decks require approval of the adjacent homeowners and the Association

27. Sheds (Art XXIII, Sec 1(aa)) - Sheds may be constructed only in the rear yards/patios within the property lines or the confines of the privacy fence for those properties with privacy fences. Sheds may not exceed eighty-four (84) square feet in area and nine (9) feet in height. The height is determined from the peak of the roof to the ground as found on a USGS topographic map. The style and material must be approved by the Association. Prefabricated metal or plastic sheds may be installed; however, the paint color must be compatible with the colonial colors used in the community and approved by the Association. (See section on Paint, page 25.)

28. Shutters (Art XXIII, Sec 1(ab)) - Shutters must be either louvered or solid panel colonial style. If louvered and solid panel shutters are used in combination, the louvered shutters must be on the second floor bedroom level windows and the solid panel shutters on the first floor living areas windows as in the authentic colonial usage. Shutters on the same floor level and same window size must be of the same size, style, and color. Shutters may be installed on the rear windows and doors of a house. Shutters may not be permanently removed from the doors and windows without prior approval of the Association. Shutters may be wood or a synthetic material. (See section on Paint page 25.)

29. Siding (Art XXIII, Sec 1(ac)) - Replacing or painting existing siding with the existing style and color does not require prior approval of the Association. Covering the trim, soffit, and eaves with aluminum or vinyl which matches the color of the existing trim does not require prior approval by the Association. Replacement siding must be a horizontal colonial style. Siding at the back of a house may be replaced with brick which is compatible with the architectural style of the community. Because of roof design, siding on the sides of end units may not be replaced with brick unless the roof and cornice is redesigned to fit properly with the brick veneer. Artificial brick or artificial stone siding is not permitted. (See section on Paint, page 25.)

30. Signs (Art XXIII, Sec 1(ad)) - Signs advertising a business, regardless of the location from which the business is conducted shall not be posted on the exterior surface of a house, in windows, on the lawn, or in any other exterior place on the property. Real estate signs which meet County regulations with respect to size, content and removal may be placed on the front lawn of a house. Small window signs indicating location of a child's room and safe haven may be placed in a window. Political election campaign signs which meet Fairfax County regulations with respect to size, content, authentication information and removal may be placed on the front lawn of a property during the official election campaign period as determined by Fairfax County. Temporary signs and displays for special events such as births, weddings, anniversaries, and "welcome home" may be placed on a property for a period not to exceed one week. No other signs are permitted on a property

31. Skylights (Art XXIII, Sec 1(ae)) - Skylights and similar type roof structures may be installed. Installation requires prior approval by the Association as to location, style, color, and size. The trim color must be compatible with the roof color.

32. Solar Devices (Art XXIII, Sec 1(af)) - Solar devices may be installed only on the rear slope of a roof and must be installed flat on the roof and not visible from the front of the house. Associated pipes and wires may not be installed on the front of a house. Installation requires prior approval by the Association as to color, size, and location of the device and associated pipes, wires, etc.

33. Steps/Walks (Art XXIII, Sec 1(ag)) - Replacing front steps, stoops, porches, and walks with substantially the same style, material, and workmanship does not require prior approval by the Association. Steps must meet the specifications of the Fairfax County Building Code. Front steps, stoops, porches, and walks must be of masonry construction (concrete, brick, or stone but not concrete block or cinder block above grade). The threshold step under the front door must be retained unless approved otherwise by the Association for handicapped access. Quality of workmanship is very important. Uneven steps and poorly finished masonry work must be replaced at the request of the Association. Front stoops, except for end units with set back side entrances, may not be widened to more than approximately eighteen inches (18) on either side of the door frame, except that the side of the stoop closest to the nearest property line may be extended to that property line, and shall not be extended forward from the front of the house more than approximately four and one half (4 ½) feet. The entrance porches of end units with set back side entrances may be extended to the side no more than ten (10) feet but may not be extended beyond the front wall. Steps, stoops, porches, and walks may not be painted or carpeted. (See sections on Porches/Stoops/Solariums and Railings, page 27.)

34. Storage (Art XXIII, Sec 1(ah)) - Trash bags and containers, toys, tools, grills, firewood, boxes, garden equipment, lawn mowers, auto parts, old appliances, dead plants, plant trimmings, items for disposal, etc., may not be stored on the front or side lawn, by the front door, or outside the area of the privacy fence. Rear yard/patio storage must be neat. Nothing may be stored on shed roofs. The rear yards/patios may not be used for storing commercial or business equipment, supplies, materials, etc.

35. Topographic Changes (Art XXIII, Sec 1(ai)) - Topographic alterations may not adversely affect drainage, water run-off, soil erosion, etc. Topographic changes which affect adjacent property owners must have the written consent of the adjacent property owners prior to approval by the Association.

36. Trash (Art XXIII, Sec 1(aj)) - Trash bags and containers may not be stored on the front or side lawn, by the front door, or outside the area of the privacy fence. Trash stored in the rear yards/patios may not be stored in the open in plastic bags or open containers. The Fairfax County Code requires that all trash be stored in sanitary, fly proof containers with lids.

37. Wall Vents (Art XXIII, Sec 1(ak)).

- **Rear Wall Vents:** Wall vents for houses that have a kitchen in the rear (Canterville and end-unit Davenport models) or middle (Brewster models) of the house, may be installed on the rear wall of the house only. Rear wall vents shall not be installed through a window opening.
- **Front Wall Vents:** Wall vents for houses that have a kitchen in the front (Adams models) of the house may be installed in the front wall of the house. Front wall vents shall not be installed in the central portion of the front wall and must be located on the front wall in a position as close to the property line as feasibly possible allowing for the clearance of a downspout.
- **Side Wall Vents:** No wall vents shall be installed on the side wall of a house except for two Adams model houses located at 6312 Buffie Court (Legal Description: Lot 55A, Section 2, Old Mill Community) and 6327 Teakwood Court (Legal Description: Lot 95A, Section 2, Old Mill Community). Side wall vents shall not be installed through a window opening.
- **Wall Vent Specifications:** Wall vent outlets on front walls shall be covered with a rectangular hood cover that does not exceed a dimension of 12 inches by 12 inches. Wall vent hoods on front walls may be a natural aluminum metal finish, painted the color of the siding of the wall on which the wall vent would be installed or a color approved by the

Association. Wall vent covers on rear and authorized side walls may be a rectangular hood style, louvered style or a style approved by the Association. Wall vent covers on rear and authorized side walls may be a natural aluminum metal finish, painted the color of the siding of the wall on which the wall vent would be installed or a color approved by the Association.

- **Basement Level Wall Vents:** Prior approval by the Association to install basement level wall vents is not required. The requirements of (i), (ii), (iii) and (iv) of this subsection shall not apply to basement level wall vents.
- **Under Eaves Vents:** Prior approval by the Association to install vents in the soffit under the roof eaves of a house is not required. Such vents are not wall vents and the requirements of (i), (ii), (iii) and (iv) of this subsection shall not apply to vents installed in the soffit under the roof eaves of a house.

38. Windows (Art XXIII, Sec 1(a)).

- **Greenhouse Windows:** Manufactured greenhouse windows approved by the Association may be installed on rear windows only.
- **Replacement Windows:** Replacement windows, except for the fixed bay windows, green house windows, and window walls must be double hung windows with pane muntin grids which match the original colonial style window panes in the community. Fixed bay windows must have window pane muntin grids of the same number, size, and shape as the original colonial style window panes in the original bay windows in the community, or current industry standard. Any large area of trim on vinyl or metal replacement windows must be painted to match the house trim. Manufactured pane muntin grids may be white but should approximate the color of the exterior house trim when possible.
- **Security Bars:** Security bars or ornamental grillwork may not be installed on exterior of first and second floor windows but may be installed on the exterior of basement level windows. The bars or grillwork must be painted black or the color of the house trim. Mesh style is not permitted.
- **Stained Glass Windows:** Stained glass may not be installed in the front windows of a house. Stained glass may be installed in the stair well and side bathroom windows of end units. Stained glass plaques hung inside a window do not require prior approval by the Association.

- **Storm Windows:** Storm windows which are white, natural aluminum mill finish or the color of the house trim may be installed without prior approval by the Association. Storm windows which match the color of the house trim are preferred. Other contrasting colors require approval of the Association. (See section on Paint, page 25.)
- **Window Walls:** Window walls may be installed on the rear wall of a house only. The window wall may be composed of large solid glass plates or colonial muntin panes and, if opening onto an elevated deck, compatible style doors. Installation requires prior approval by the Association, the County and a building permit. Window walls are more compatible on homes with rear living rooms overlooking a scenic wooded view; however, energy factors should be considered prior to installation

39. Window Fans (Art XXIII, Sec 1(am)) - Permanently installed window fans are not permitted. Portable window fans, which are placed inside the window on a temporary basis and do not protrude beyond the window frame, do not require prior approval by the Association.

VII. Maintenance Requirements.

A. Property ownership includes the responsibility for maintenance of all structures and grounds which are a part of the property. This includes, but is not limited to items such as mowing grass, removal of trash, and structural maintenance. Maintenance affects the visual character and economic values of the property and neighborhood and, in some cases, safety. The Declaration provides the Association with the authority to enforce maintenance standards in Old Mill. Article XXIII, Section 2 of the Association Bylaws contains the owners' maintenance responsibilities. While it is difficult to provide precise criteria for what would be an unacceptable condition in all cases or to provide a comprehensive document that could reasonably anticipate each case, the Bylaws and the Architectural Guidelines serve as a guide to conditions which would be considered a violation and cause for action under the provisions of the. These standards serve as the basis for the criteria of the Annual Townhome Maintenance Inspection Program and for citing violations throughout the year. (Refer to Appendix A for the Townhome Maintenance Inspection Program checklist/report form.)

B. The following maintenance standards shall apply to Old Mill properties (Bylaw references are in parenthesis):

1. Awnings (Art XXIII, Sec 2 (a)) - Awnings may not be ripped, frayed, stained or faded to the point that the thread shows or is obviously discolored.

2. Chimneys/Flues (Art XXIII, Sec 2(b)) - Metal flues must be properly assembled and attached to the house. The paint must not be peeling or chipped. Chimneys and flues must be free of soot and ash.

3. Decks (Art XXIII, Sec 2(c)) - Decks may not have missing or broken railings or parts. Rotted wood must be replaced. Sagging decks must be repaired or removed.

4. Doors (Art XXIII, Sec 2(d)) - Doors must have the decorative raised panel trim intact. Paint or finish on doors and storm doors must not be dirty, chipped, stained, faded or peeling. Storm doors must have the screen or glass intact and must not be dented. Door and storm door hardware must be intact. The glass in door windows may not be broken or missing,

5. Downspouts/Rain Gutters (Art XXIII, Sec 2(e)) - Downspouts and rain gutters must be intact and properly attached to the house. They may not be bent, dented or stained.

6. Fences (Art XXIII, Sec 2(f)) - Fences may not have missing or broken parts or be in a state of collapse caused by deteriorating or broken supports. Gates must be properly mounted and intact. Retaining walls must not be leaning or falling over.

7. Flagpoles and Flags (Art XXIII, Sec 2(g)) – Permanent freestanding flagpoles must not have chipped or peeling paint and must be in a vertical position. Temporary flagpole staffs shall not have chipped, stained or peeling paint. Flags and banners displayed on a flagpole or on the exterior of a property must not be torn, frayed, faded or in any other state of disrepair.

8. House Numbers (Art XXIII, Sec 2(h)) - House numbers must be intact.

9. Ivy/Other Vines (Art XXIII, Sec 2(i)) - Ivy and other vines shall be removed from the structure of a house. Damage to arbors, fences, sheds or other structures by ivy or other vines shall be repaired. Dead vines must be removed.

10. Landscape (Art XXIII, Sec 2(j)).

- **Decorative Objects:** Decorative objects must not be broken or otherwise in a state of disrepair.
- **Erosion:** Eroded areas must be restored. Conditions which are causing erosion must be corrected.
- **Grass:** Grass may not exceed a maximum height of six (6) inches in front, side, and back yards. Bare spots must be seeded or sod.

- **Plants:** Bushes and trees must be properly trimmed according to the species and may not be blocking free passage on the sidewalks or access areas. Dead bushes, flower plants, ground cover, trees, and stumps must be removed.
- **Weeds:** Mulched areas, ground cover, flower beds and patios in front, side, and back yards must be free of weeds.

11. Light Fixtures (Art XXIII, Sec 2(k)) - Light fixtures may not have broken glass or visible broken or missing essential parts. Light fixtures must be securely attached to the house

12. Railings (Art XXIII, Sec 2(l)) - Railings must be free of rust, have all parts intact and undamaged, and properly secured.

13. Roofs (Art XXIII, Sec 2(m)) - Shingles may not be warped, cracked, broken, missing or worn bare. Roofs must be able to pass VA/FHA inspection. All vents, fans, skylights, etc., installed on the roof must be intact and not visibly damaged.

14. Shutters (Art XXIII, Sec 2(n)) - Shutters may not be missing. Shutters must be the appropriate size for the window and match shutters on similar windows. Shutters must be intact with no missing louvers or otherwise visibly damaged. Shutters must be properly attached to the house. Paint must not be faded, cracked, or peeling.

15. Siding (Art XXIII, Sec 2(o)) - Siding must be intact and not damaged. Severely faded or discolored siding should be painted or replaced. Paint on bricks must not be discolored, chipped, or peeling. Brick facades shall not be severely discolored by such things as large areas of moss, mold, dirt or remnants of vines above the basement level. The normal patina of age on bricks is not required to be removed. Cracks in brick facades shall be repaired and repainted.

16. Steps/Walks (Art XXIII, Sec 2(p)) - Steps, stoops, and porches may not have pulled away from the house or sunk. The concrete (or other masonry) on steps and walks must be in good condition and appearance with no large cracks or deteriorated areas.

17. Storage/Clutter (Art XXIII, Sec 2(q)) – Trash bags and containers, toys, tools, grills, firewood, boxes, garden equipment, lawn mowers, auto parts, old appliances, dead plants, plant trimmings, items for disposal, etc., may not be stored on the front or side lawn, by the front door, or outside the area of the privacy fence. Rear yard/patio storage must be neat. The rear yard/patios may

not be used for storing commercial or business equipment, supplies, materials, etc.

18. Structures/Play Equipment (Art XXIII, Sec 2(r)) - Sheds, greenhouses, arbors, dog houses, pet enclosures, play equipment, and other structures on a property must be maintained in good condition. Painted structures must not have chipped, peeled, cracked, or rusted painted areas. Roofs, doors, hardware, glass, etc., must be intact. Sagging or leaning structures must be repaired or removed.

19. Trash (Art XXIII, Sec 2(s)) - No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash bags and containers and other items for disposal may not be stored on the front or side lawn, by the front door, or outside the area of the privacy fence. Trash stored in the rear yards/patios may not be stored in the open in plastic bags or open containers. The Fairfax County Code requires that all trash be stored in sanitary, fly proof containers with lids.

20. Trim (Art XXIII, Sec 2(t)) - All house, door, and window trim must be intact and in good repair. Trim paint may not be cracked, chipped, peeled, stained, or faded.

21. Windows (Art XXIII, Sec 2(u)) - Windows must not have broken panes, Window pane muntin grids must be in place and intact. Storm window glass and screens must be intact. Paint must not be chipped, peeled, or stained. Curtains, shades, blinds, shutters, etc., in the window which are visible to the exterior must be maintained in good condition. Thermal glass shall not be fogged or discolored

APPENDIX A

TOWNHOME MAINTENANCE INSPECTION PROGRAM

A-I. Introduction

A. In compliance with ARTICLE XXII, Section 1(d), of the Association Bylaws, the Association conducts the annual Townhome Maintenance Inspection Program. The purpose of the Townhome Maintenance Inspection Program is to maintain high standards of property maintenance in conformance with the Declaration of Covenants, Conditions and Restrictions and the Association Bylaws and to identify unauthorized architectural changes that require correction. The program is an annual systematic walk-through inspection of the exterior of all properties conducted in the spring of each year by the Architectural Control Committee and other volunteers. A report, with a request for corrective action, is provided to all owners whose property does not conform to the maintenance or architectural standards of the Covenants and Bylaws. The inspection informs owners of maintenance problems of which they may not have been aware and alerts the Architectural Control Committee and the Board of Directors to potential problem areas in the community that require attention before they develop into major problems. In addition to the annual inspection, periodic follow-up spot checks are made and maintenance and architectural violations are routinely reported when they are identified throughout the year.

B. All owners suffer if even only one property in Old Mill begins to deteriorate. It hurts sales and leads to even more deterioration. Most owners, undoubtedly, would not knowingly allow any of the poor maintenance conditions described in the Bylaws and in the Architectural Guidelines to exist for very long on their property. Responsible homeowners seek to preserve and protect their investment in their homes and to limit their personal liability by keeping their property safe and in good condition. The Association expects that all owners and residents will do the necessary maintenance to prevent any poor conditions from becoming widespread and persistent in Old Mill.

A-II. PROCEDURES:

The Annual Townhome Maintenance Inspection will be conducted in April and May of each year. It identifies architectural and maintenance conditions which are visible from the Common Area or the entrance walk of a house. Inspectors will not enter the area of the privacy fence or lawn of a property. The maintenance standards set forth in ARTICLE XXIII, Section 2 of the Bylaws and set forth in these Architectural Guidelines, are used as the basis for the inspection. The architectural restrictions and standards set forth in ARTICLE XXIII, Section 1 of the Bylaws and in these Architectural Guidelines serve as the basis for identifying unauthorized architectural changes. Based on the inspection results, by June 30th of each year, a report will be provided to all owners whose property does not conform to the maintenance or architectural standards of the Association's Governing Documents. The inspection reports also will note advisory situations which, if not corrected, will probably develop into conditions which are not in conformance with the maintenance standards of the Bylaws. Owners will be given a

reasonable time to correct the condition or respond to the Architectural Control Committee with their plan to correct the condition. In the event of failure by the owner to correct the condition as directed by the Architectural Control Committee or the Board of Directors, the Board may pursue the remedies provided in the Association's Governing Documents. Also note that new owners are responsible for correcting maintenance and architectural conditions not in conformance with the Association's Governing Documents, even if the conditions may have existed prior to their purchase,

A-III. APPEALS:

An appeals procedure exists for those affected by a decision of the Architectural Control Committee is set forth in Article XXII, Section 3(m) of the Association's Bylaws and in the Association's Architectural Guidelines.

APPENDIX B

LANDSCAPE GUIDELINES

B- I. General Information

a. The selection of shrubs, trees, and ground covers (including grass) surrounding a house, which makes up the landscape scheme of the private property, is the personal choice of the owner (except that vegetable gardens may not be grown at the front or side of house). Prior approval by the Association is not required for such landscaping. However, the landscape must be maintained in an attractive and safe condition and not cause a problem for adjacent properties and the Common Area. The Landscape Guidelines offer important considerations in developing and maintaining any landscape scheme which ultimately benefits the owner as well as others in the community.

b. Generally, the suggested design considerations in these guidelines are intended for plants which are native to this area, present an attractive size and appearance year round, and are suitable for our soil type and climate. Information on plant selection and maintenance may be obtained through the Virginia Tech Cooperative Extension at <http://pubs.ext.vt.edu/> or University of Maryland Cooperative Extension at <http://extension.umd.edu/gardening/index.cfm>. Also, local landscape nurseries can offer selection and care information on the plants that they have available in stock. Please take time to choose non-invasive plants for your landscape: <http://www.usna.usda.gov/Gardens/invasives.html>.

c. After the initial investment of time and money, proper landscape maintenance is necessary to promote long term home appreciation. Important considerations here are watering, fertilizing, mulching, pest control, and pruning. Pruning is not only necessary to keep plantings at the desired height, but also to prevent interference of a neighbor's visibility of desirable areas, and unaesthetic wall-like hedges between adjoining properties. The maintenance of the landscaping also must conform to the Architectural Guidelines. Bushes, shrubs, and trees may not obstruct passage on the Common Area sidewalks or access areas, cause damage to the Common Area sidewalks, or cause damage to adjacent property.

B-II. GUIDELINES

A- General Considerations

1. A combination of evergreen and deciduous, flowering plants provides an area with color during the growing months and throughout the winter.
2. As the available planting areas on properties are relatively small, avoid a cluttered effect by selecting only a few different kinds of shrubs.

3. Care should be taken to select shrubs and trees whose maximum growth size is in proportion to the small lawn areas and houses. Mature size, both in height and diameter, should always be considered especially when planting close to walkways and houses. Careful size selections will be more aesthetically pleasing and can reduce the risk of sheltering perpetrators from view.
4. Consideration should be given to the effect which planting will have on views from neighboring houses.
5. Select plants whose colors compliment those of the exterior of the house.
6. Choose plants which are definitely suited to Northern Virginia's growing conditions (soil, temperature extremes, rainfall, etc.)
7. Choose plants which are suited to the location (drainage, shade, available space, etc.)
8. Consider shrubs which remain green year round for foundation planting and screening under deck areas.
9. Underground utility lines and drains are factors in determining the location and type of plants. Call MISS UTILITY to find the location of underground power, gas, and water/sewer lines, and telephone/TV cables.

Visit

<http://www.missutilityofvirginia.com/Default.aspx?alias=www.missutilityofvirginia.com/homeowner>. This section is designed to assist homeowners in understanding how to use the Miss Utility of Virginia system to avoid damaging underground utility lines on their property. Homeowners should contact Miss Utility of Virginia by calling 811 or 1-800-552-7001 at least 3 working days (excluding weekends and legal holidays) before beginning any digging project.

From the Miss Utility website some digging examples include:

Landscaping

- Digging holes for fence posts or a mailbox
- Anchoring supports for decks or swings
- Removing tree roots
- Driving landscaping stakes into the ground
- Installing a retaining wall

Remember, even if your project is small, it's always best to call. It's a free

service!

Again, for additional information regarding a home project and digging safely, visit the website above or go to www.call811.com.

Remember that contacting Miss Utility prior to breaking ground is the responsibility of the homeowner.

10. Consider ground covers of creeping juniper or phlox; Hosta; Pachysandra; sedum or ornamental grasses instead of turf grass for areas of poor soil, deep shade or slopes. Avoid english ivy, vinca minor, ajuga or crown vetch as these are considered invasive.

11. Ensure that all topographic changes that affect drainage, water run-off, soil erosion, adjacent property, etc., are approved in accordance with the Architectural Guidelines.

B. Lawns

1. Turf grass species which should be seeded or sodded vary according to the amount of sun which an area receives. A cool season grass which generally does well in an extremely sunny area is Tall Fescue (i.e. Kentucky 31) which is a wide-bladed, extremely drought tolerant grass. If a finer textured lawn is desired, consider the narrow-leaved, turf type tall fescue (i.e. Rebel brand fescues) blended with a bluegrass. A blend of bunch type growth grasses (i.e. rye and fescues) and knitting type of growth grasses (i.e. bluegrass) is always recommended. For more information visit the Virginia Tech site <http://pubs.ext.vt.edu/category/lawns.html> or the University of Md. site <http://extension.umd.edu/publications/Category.cfm?ID=L#subCat24>. If a warm season grass (i.e. Bermuda or Zoysia) is desired see the U. of MD information sheet <http://www.hgic.umd.edu/documents/hg102.pdf>.

2. Lawns that need to be seeded should be seeded in early spring (February-March) or late summer (September-mid-October). The earlier the seed is sown, the more likely grass is to come up and become established before weed competition becomes excessive. Seeds must be kept damp in order to sprout. Daily watering will probably be necessary to accomplish this. However, ***fall is the optimal seeding time*** as the soil is warm, sunlight is still plentiful and our area normally receives ample rainfall at this time of year.

3. Weekly mowing of lawns is not only more aesthetic but is actually better for the lawn than a severe cutting of higher grass. Grass should be cut no shorter than two and a half (2 ½) inches and be sure to trim and edge for a neat appearance. For best results, refer to the VA Tech Coop Ext. publication

concerning the proper use of fertilizers in Virginia: <http://pubs.ext.vt.edu/430/430-011/430-011.html> . Soil testing is imperative for the proper application of fertilizer or lime. For information see the slide show at <http://connect.ag.vt.edu/p36588349/> about soil testing (nominal fee charged for test results) to ensure proper lime and fertilizer requirements.

c. Flowers and Ground Covers

1. Suggestions for selections of flowers and bulbs are available with pictures and care instructions on the VA Tech Coop Extension website <http://pubs.ext.vt.edu/category/annuals-perennials-bulbs.html>. For information on herbs, ferns, ornamental grasses and more perennials please see the U of MD website <http://www.agnr.umd.edu/Extension/gardening/EnvironmentalHorticulture/index.cfm>.

2. Ground cover suggestions are available at <http://pubs.ext.vt.edu/426/426-609/426-609.html>. Please take time to choose non-invasive plants for your landscape: <http://www.usna.usda.gov/Gardens/invasives.html>.

C. Trees

1. General Considerations: When planting a tree in a yard, keep in mind the size that a tree will be in ten years. Choose deciduous or evergreen trees that do well in Northern Virginia and remain under thirty-five (35) feet. Avoid trees that produce messy fruits such as Crabapples and some cherry species as they may be an annoyance. The larger shade and evergreen trees may present a problem with trees and landscaping on neighboring properties. They may shade and crowd the smaller trees on adjacent lawns or cause other problems. For example, Willow trees should be avoided because they grow too large for a townhouse property. The upper limbs become large, heavy and weak and the extensive root system can damage lawns, walks, water and sewer pipes, and house foundations. Maple trees (Acer family) also have spreading root systems that grow close to the surface and are destructive to lawns, walks and foundations and water/sewer lines. Consult this VA Tech Coop. Ext. publication for advice on proper tree maintenance: <http://pubs.ext.vt.edu/430/430-210/430-210.html>.

2. Evergreen and deciduous tree selection suggestions can be found at the VA Coop. Ext. website <http://www.pubs.ext.vt.edu/category/trees-shrubs-groundcovers.html>. Choose trees that will not grow too tall or wide for a townhouse property. Also consider planting trees that are native to our part of the United States: <http://www.ncbg.unc.edu/uploads/files/>. Please take time to choose non-invasive plants for our landscape:

<http://www.usna.usda.gov/Gardens/invasives.html>.

e. Shrubs

1. General Considerations: When planting a shrub in a yard, keep in mind the size that particular species will grow in ten years. All shrubs should be properly trimmed in accordance with the style of the species. Many bushes require regular trimming to keep them in scale with the lawn and house sizes. Forsythia and Lilac, for example, grow too large for a front yard and should be planted at the side of end units or at the rear of a property only. Shrubs should be selected based on color, amount of sun or shade required, and year round appearance. Be sure to consult a nurseryman before spending time and money on shrubs that may be inappropriate for the climate, location, or intended use.

2. Evergreen and deciduous shrub selections can be found at the VA Coop. Ext. website at <http://www.pubs.ext.vt.edu/category/trees-shrubs-groundcovers.html>. Also consider planting shrubs that are native to our part of the United States: <http://www.ncbg.unc.edu/uploads/files/>. Please take time to choose non-invasive plants for our landscape: <http://www.usna.usda.gov/Gardens/invasives.html>.

D. Vines

1. Ivy and other vines shall not be grown anywhere on the structure of a house. Vines can be grown on fences, arbors, sheds, trees, and other structures. However, the proper vine must be chosen for the intended use as some vines can be extremely destructive even if properly maintained. Wisteria is particularly destructive and should be avoided. Care should be taken that fencing does not rot if covered with vines. Mixing trees and vines is a very special art of English gardening and must be done with care so as to not destroy the tree. Consult advanced specialized garden books and specialists when planning to use these horticulture techniques. Pyracantha can be trained as a vine against fence. However, it requires meticulous pruning and trimming to maintain a good appearance and not become overgrown.

2. This site offers alternatives to invasive plants and vines: <http://www.garden.org/regional/report/arch/inmygarden/2765>. Please take time to choose non-invasive plants for our landscape: <http://www.usna.usda.gov/Gardens/invasives.html>.

B-III. COMMON AREA: Residents are encouraged to take care of the Common Area surrounding their homes, particularly the area around end units. Residents of end units are encouraged to take care of the area which would appear to be the natural boundaries (i.e. up to the walks, the base of a hill, wooded tree line, etc.).

Residents are encouraged to add plantings and maintain the area immediately outside the rear fence to soften the monotonous and stark fence lines and to help minimize erosion. Most of the homes in the Association have the living rooms located at the rear of the house; therefore, it is very important to maintain the park-like setting of the Common Area behind the homes to preserve an attractive view for all residents. The Common Area behind the homes is not a "back alley" and NEVER should be regarded as such. It is an essential integral part of the planned total architecture of the community which significantly affects the property values of the community. Bamboo, wisteria, Japanese honeysuckle, crown vetch and kudzu or **any species considered to be invasive may not be planted** on the Common Area immediately adjacent to fences or in any other location on the Common Area. Consult with the Landscape Committee concerning planting on the Common Area beyond the area immediately adjacent to the rear fence. Residents are also encouraged to "adopt" parts of the Common Area, such as island flower beds, and give them tender loving care (planting annuals, weeding, watering, etc.) Flower beds are planted only in areas where there are volunteers to maintain them. Well maintained flower beds create the impression of a community with pride in its appearance. Residents are also requested to assist the Association in caring for newly planted trees, shrubs and sod, by watering them after initial planting and during hot dry weather.

APPENDIX C

RADIO, TELEVISION AND SATELLITE "DISH" ANTENNAS

C-I. INTRODUCTION

A. As directed by Congress in Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission (FCC) adopted the Over-the-Air-Reception Devices Rule that invalidated the prohibition of roof top television antennas, contained in Article IX, Section 8, of the Declaration of Covenants, Conditions and Restrictions pertaining to properties in Section 1, Old Mill Community. Homeowner associations and local governments are prohibited by the FCC rule from prohibiting or requiring prior approval for installation of analog television and satellite "dish" antennas covered by the rule. The FCC rule and guidance do, however, allow homeowner associations to establish reasonable requirements for the installation of antennas covered by the rule provided the requirements do not impose an unreasonable cost or interfere with reception. The FCC rule does not pertain to radio antennas and antennas designed to receive a distant television signal nor does it apply to the common area property owned by the Association.

B. At the Annual Meeting of the Membership on October 26, 1999, the owners amended the Association Bylaws to comply with the FCC Over-the-Air-Reception Devices Rule. This appendix contains the requirements and procedures of the Association Bylaws concerning antennas.

C-II. REQUIREMENTS FOR ANTENNAS: In accordance with the provisions of the Federal Communications Commission (FCC) Over-the-Air-Reception Devices Rule, prior approval by the Architectural Control Committee for the installation of antennas, as defined in the FCC rule, is not required. (See Article XXII, Subsection 3(b), of the Association Bylaws as amended on October 26, 1999) However, installation must be in accordance with the following requirements of Article XXIII, Subsection 1(b), of the Association Bylaws (as amended on October 26, 1999) as provided for in the FCC rule and guidance:

A. Amateur Radio/Citizen Band Antennas: The FCC Over-the-Air-Reception Devices Rule does not apply to amateur radio or citizen band antennas. Any owner wishing to install an antenna for amateur radio or citizen band activities exclusively must submit plans for same to the Architectural Control Committee. The plans shall show proposed location, height, and configuration of the equipment. The applicant shall also present affidavits from all property owners within a radius of one hundred (100) feet of his dwelling stating that they have no objections to such installations.

B. TV Antennas: Antennas designed to receive analog signals, such as television broadcast stations (TVBS), shall be placed only on the rear wall or rear slope of the roof of a property, To the extent possible, the antennas shall be placed so that they are not visible in the front of the property from the common area walks and streets unless this

placement would prevent reception of an acceptable quality signal. Connecting signal cables shall be securely fastened to the roof and walls and, to the extent possible, placed in less visible locations near corners and ridge lines. Unless it would unreasonably increase the cost of installation, connecting signal cables shall be attached only to the rear wall of a property. Antennas shall be installed in accordance with the applicable Fairfax County Codes. Antennas designed to receive a distant television signal are not covered by the FCC Over-the-Air-Reception Devices Rule and shall not be installed on the exterior of a property.

C. Satellite and Wireless Cable Antennas: Satellite “dish” antennas designed to receive video programming signals from direct broadcast satellites (DBS) and antennas designed to receive multichannel multipoint distribution (wireless cable) services (MMDS), which are one meter (39.37") or less in diameter or diagonal measurement as described in the FCC Over-the-Air-Reception Devices Rule, shall be placed only on the rear wall, rear slope of the roof or the rear yard/patio of a property and, to the extent possible, shall be placed so that they are not visible in the front of the property from the common area walks and streets unless this placement would prevent reception of an acceptable quality signal. Connecting signal cables shall be securely fastened to the roof and walls and, to the extent possible, placed in less visible locations near corners and roof edge and ridge lines. Unless it would unreasonably increase the cost of installation, connecting signal cables shall be attached only to the rear wall of a property. To the extent practicable, antennas should be a color that blends with or is compatible with the roof color. Antennas shall be installed in accordance with the applicable Fairfax County Codes.

D. Masts: Masts for mounting antennas, as allowed by FCC Over-the-Air-Reception Devices Rule, shall not be placed in the front or side yards of a property or attached to the front or side walls of a property or to the front slope of a roof. Cables or other devices to secure a mast shall not be placed or installed on the common area or cross the common area to another property. Masts higher than 12 feet above the roofline shall be installed only in accordance with the applicable Fairfax County Codes.

E. Maintenance/Removal: All antennas, masts, and related items shall be maintained in working order with a good appearance (such as paint or finish in good condition) and safe condition or removed. Article XXIII, Subsection 2(m), of the Bylaws requires antennas to be intact and not visibly damaged. Antennas, masts, connecting signal cables and other related items shall be removed when no longer used for the purposes of receiving video signals as defined in the FCC Over-the-Air-Reception Devices Rule. Amateur radio/citizen band antennas shall be removed when no longer used for those purposes.

C-III. COMMON AREA RESTRICTIONS: The FCC Over-the-Air-Reception Devices Rule does not pertain to the common area owned by the Association and does not require modification of structures and trees owned by the Association to provide reception. The Association’s Governing Documents and the Fairfax County Code are very specific about

preserving the wooded areas. Article XXI, Subsection 7(c), of the Bylaws states that no trees or shrubs on the common area shall be removed or trimmed to provide direct line-of-sight reception for antennas. Article XXIII, Subsection 1(b) of the Bylaws states that cables or other devices to secure an antenna mast shall not be placed or installed on the common area or cross the common area to another property.

C-IV. ENFORCEMENT PROCEDURES

A. Jurisdiction: Disputes concerning the installation of antennas covered by the FCC Over-the-Air-Reception Devices Rule are adjudicated by the FCC or court of competent jurisdiction in accordance with FCC rules. Under the FCC rule, tenants who rent have equal standing with property owners in the Association with regard to antennas covered by the FCC rule and may not be restricted by either the Association or the landlord except as provided in the FCC rule and FCC guidance. The requirements and procedures of the Association Bylaws concerning antennas apply to both owners and tenants who rent.

B. Filing a Petition: In the event that there is an unresolved dispute concerning the Association restriction on antennas as defined in the FCC Over-the-Air-Reception Devices Rule, either the Association or the member or resident affected may file a Petition for Declaratory Ruling with the FCC or court of competent jurisdiction, Petitions for declaratory rulings and waivers shall be served on the member concerned and both the member and resident concerned in the case of rental properties as required by the FCC rule. If the Association files a petition, the Association is required by the FCC rule to provide reasonable constructive notice of the proceedings to all members and residents whose interests may foreseeably be affected, A member or resident shall be deemed notified of the proceedings by delivery of such notice to the door of the member's or resident's residence in Old Mill or by mailing such notice, postage prepaid, to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. (See Article XXIV, Subsection 1(e), of the Bylaws.)

C. Monetary Penalties: In accordance with the provisions of the FCC Over-the-Air-Reception Devices Rule, no monetary penalties, including attorneys fees, may be imposed on a member by the Association while a petition is pending with the FCC or a court for a declaratory ruling or waiver concerning Association restrictions on antennas as defined in the FCC rule. If the Association restriction is found to be permissible by the FCC or a court, the member shall have up to 21 days in which to comply with the Association restriction before a monetary penalty is imposed. (See Article XXIV, Subsection 1(b), of the Bylaws)

C-V. Additional Information: Information concerning the Over-the-Air Reception Devices rule can be obtained in the Federal Communications Commission (FCC) website at <http://www.fcc.gov>. Information can also be obtained by calling the FCC at 1-888-CALLFCC (toll free) or locally (202) 418-7096.

DUE PROCESS RESOLUTION
OF
OLD MILL COMMUNITY COUNCIL, INC.



P.O. Box 114
Burke, VA 22009
www.oldmillcommunity.com

Published November 15, 2011

OLD MILL COMMUNITY COUNCIL, INC.

POLICY RESOLUTION NO. 002

Creation of Procedures to Ensure Due Process in Enforcement Cases

WHEREAS, Section 55-513 of the Virginia Property Owners Association Act (“Act”) provides the Board of Directors (“Board”) of the Old Mill Community Council, Inc. (“Association”) with the power to assess monetary charges and suspend membership privileges of members who are in non-compliance with the terms of the Declaration of Covenants, Conditions and Restrictions for Section 1 and the Declaration of Covenants, Conditions and Restrictions for Section 2 (“Declaration”), the Amended and Restated Bylaws, the Articles of Incorporation, and the rules and regulations (collectively, “governing documents”); and

WHEREAS, Article VIII, Section 1(a) of the Amended and Restated Bylaws and Section 55-513 of the Act empowers the Board to adopt and publish rules and regulations governing the use of common areas and facilities, the personal conduct of the members and their guests thereon, and with respect to such other areas of responsibility assigned to the Association by the Declaration; and

WHEREAS, Section 55-513 of the Act provides the Board with the power to enforce the Association’s Governing Documents, and to establish penalties for the infraction thereof; and

WHEREAS, for the benefit and protection of all Owners, the Board deems it desirable to formally adopt a policy resolution to enact the statutory powers to assess monetary charges and to establish a procedure for enforcement of the regulations of the Association which are consistent with principles of due process and Virginia law.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Owners are legally responsible for ensuring that the members of their household, and their tenants, guests, or invitees comply with the Association’s Governing Documents.
2. The Board is authorized to take enforcement actions against Owners for violations observed by members of the Board.
3. If an Owner or resident wishes to formally invoke the enforcement system of the Association, the owner must submit a complaint in writing in accordance with the Association’s Complaint Policy and on any forms developed by the Board of Directors pursuant to the Association’s Complaint Policy, in care of the Association’s Board of Directors. The Board will not investigate any complaints that are anonymous, are not submitted in writing, or otherwise do not comply with the Association’s Complaint Policy.

4. Once the Board receives a complaint, the Board shall review the complaint and determine if the complaint conforms with the Association's Complaint Policy.
5. If the Board determines a complaint does not comply with the Association's Complaint Policy, the Board will so notify the complainant in writing.
6. If the Board determines the Complaint sets forth sufficient allegations of a violation of the Association's Governing Documents that complies with the requirements of the Association's Complaint Policy, the Board shall deliver to the owner against whom the complaint has been leveled, by hand or by first class mail, written notice of the alleged violation of the Association's Governing Documents, which shall notify the Owner of the complaint, the provisions of the Governing Documents which have been violated, and requesting the Owner to cease and desist the action or correct the item within fifteen (15) days of the date of the letter or such other date as may be set forth in the written notice. This initial notice shall be referred to as the "First Notice".
7. The Board reserves the right to dispense with the requirement to send the First Notice and move immediately to sending the Second Notice as described in Paragraph 7 herein, if, in the sole discretion of the Board, the alleged violation of the Governing Document constitutes a risk to the health and safety of the members of the Association or that it is otherwise in the best interest of the Association to expedite the enforcement process.
8. If the Owner does not remedy the offense within the number of days requested in the First Notice, the Board shall send a second written notice (hereinafter "Second Notice") to the Owner against whom the allegation has been leveled, which notice must be delivered Certified Mail, Return Receipt Requested and by First Class U.S. mail. The Second Notice must: (1) notify the Owner of the complaint and the provisions of the Governing Documents which have been allegedly violated; (2) request the Owner to cease and desist the action or correct the item within twenty-one (21) days of the date of the letter or such other date as may be set forth in the written notice; (3) advise the Owner that the Owner may submit in writing a written refutation of the complaint or explanation of the allegations; (4) advise the owner of the Association's authority to impose monetary charges and to suspend privileges as sanctions for offenses of the Association's Governing Documents; (5) inform the Owner of his/her right to request a hearing before the Board to contest the citation and (6) advise the Owner that the Owner must confirm in writing within fifteen days of the date of the letter his/her desire for a hearing to contest the citation.
9. If the Owner has abated the violation and notified the Board within the time frame specified in the Second Notice, the Board will terminate enforcement action and no hearing will be held.

10. If the Owner fails to request a hearing or remedy the violation within the time frame set forth in the letter provided in accordance with paragraph 5, the Board, at its next meeting, shall have the authority to deem the Owner in violation, as cited, and the Board shall have the authority to impose monetary charges and/or suspend privileges in accordance with Article VIII of the Governing Documents and Section 55-513 of the Act. Should the Board decide to impose monetary charges against the Owner, the Board will send, by Certified Mail, Return Receipt Requested and by First Class U.S. mail, a letter notifying the Owner of the monetary charges, which will be deemed effective from the date of the Complaint.
11. If the Owner requests a hearing, the Board shall send a notice of hearing to the Owner by Certified Mail, Return Receipt Requested or by hand-delivery at his or her last known address of record at least fourteen (14) days in advance of the hearing date (Attachment C). In addition to providing a date, time and location of the hearing, the notice shall state the charges or other sanctions that may be imposed and advise the Owner of his or her right to be represented by counsel at the hearing. If the Owner of record appears at the hearing without receiving notice thereof, he will be deemed to have waived the requirement for proper notice.
12. At the hearing, the Board shall hold the hearing in open session, except for its deliberations, which the Board may hold in closed session pursuant to Section 55-510.1 of the Act. The Owner has the right to have counsel present (however, the Board reserves the right to reschedule a hearing if the Owner brings counsel in order for the Association to be similarly represented) and may present evidence in his or her defense. After the Owner has presented his or her defense, the Board will convene into Executive Session to discuss the violation. The Board will return to open session to announce its decision. The Board shall also deliver notice of its decision by Certified Mail, Return Receipt Requested or by hand-delivery, to the parties within seven (7) days of the hearing.
13. Failure by the Owner to attend the hearing shall constitute a waiver of the Owner's opportunity to be heard, an admission of the charge against the Owner, and the Board may make a decision to impose monetary charges and/or suspend privileges or services in its discretion as if the Owner were present at a hearing.
14. The Board may impose for any violation of the Association's Governing Documents a monetary charge of up to \$50.00 per single violation or up to \$10.00 per day for any violation of a continuing nature as permitted by Section 55-513 of the Act. The Committee may impose daily charges for a violation of a continuing nature for a period up to ninety (90) consecutive days or for the maximum period of time permitted by law, whichever is greater. If monetary charges are imposed, such charges shall be treated as an assessment against the Owner's lot for the purposes of Section 55-516 of the Act and the Association's Governing Documents. Any notice advising the Owner of the imposition of

sanctions shall constitute a Notice of Adverse Decision.

15. While all cases will be treated in a similar manner following the above procedures, the Board reserves the right to refer a matter to legal counsel to seek legal remedy at any time, based upon the nature of the allegation. If any notice of citation is issued by the Board under these circumstances, said notice shall notify the Owner of the violation and the monetary charges imposed for the violation. The notice shall also advise the Owner that they may submit a written request for a hearing on or before the hearing confirmation date set forth in the letter to contest the violation and the monetary charges assessed for the violation. Any such notice of violation shall be delivered to the Owner via hand-delivery or Certified Mail, Return Receipt Requested.
16. All Owners are responsible for ensuring that their lot is occupied and used in accordance with the covenants. In the case of matters against a tenant renting a home in the Association, all notices will be mailed to the Owner of record with a copy to the tenants in question, if they are known. If tenants are not known, the tenant copy will be mailed to the address of record care of "current resident." The copies to tenants need not be mailed certified, return receipt requested; they may be mailed via regular, first class U.S. mail.
17. The procedures outlined in this Resolution may be applied to all violations of the Association's Governing Documents, but do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Association's legal documents, including, but not limited to, the initiation of suit or self-help remedies.

The effective date of this Resolution shall be December 15, 2011.

OLD MILL COMMUNITY COUNCIL, INC.

Maureen Thompson, President

SUBMISSION AND RESOLUTION OF COMPLAINTS
OF
OLD MILL COMMUNITY COUNCIL, INC.



P.O. Box 114
Burke, VA 22009
www.oldmillcommunity.com

Published November 15, 2011

OLD MILL COMMUNITY COUNCIL, INC.

POLICY RESOLUTION NO. 001

(Procedures Related to the Submission and Resolution of Complaints)

WHEREAS, Section VIII, Section 1(c) of the Association’s Amended and Restated Bylaws (“Bylaws”) grants the Board of Directors with all of the powers and duties necessary for the administration of the affairs of the Association, except those matters which the applicable law or the Bylaws require the Owners to do; and

WHEREAS, the Association often receives complaints, both written and oral, from the Association’s membership and residents regarding alleged violations of the Governing Documents; and

WHEREAS, for the benefit and protection of all Owners, the Board deems it desirable to formally adopt a policy resolution requiring all complaints to be submitted to the Association’s Board of Directors using a standard form and establishing reasonable procedures governing the resolution of these complaints so as to comply with the requirements of the Governing Documents and Virginia law.

NOW THEREFORE, BE IT RESOLVED THAT the Board duly adopts the following complaint resolution and administration procedures:

1. The Association is only required to act on verbal or written complaints submitted to the Association’s Board of Directors or Board-witnessed violations, in accordance with the procedures set forth in this Resolution. In the case of verbal complaints, the Board shall only act on verbal complaints after the complainant subsequently completes and submits to the Association a complaint form in accordance with the procedures set forth in this Resolution.
2. In order to properly submit a formal complaint upon which the Association will act, all residents, unit owners and any other party must submit a written complaint on the form attached hereto as Exhibit A to the Association’s Board of Directors.
3. All complaint forms shall be sent either via United States Postal Service mail, or hand-delivery using the following information, unless otherwise advised and requested in writing by the Association’s Board:

Old Mill Community Council, Inc.
c/o Board President
P. O. Box 114
Burke, Virginia 22009

4. All complaint forms shall include the following information or shall be deemed invalid, at the Board’s sole discretion:

- 1) The name and address of the complainant;

- 2) The nature of the alleged violation;
 - 3) The time, date and place of the alleged violation;
 - 4) The name and address of the suspected violator, if known;
 - 5) Any other information the complainant deems relevant for the Board's review;
 - 6) A statement explaining why any of the above-referenced information was not included in the written complaint, if necessary;
 - 7) The signature of the complainant.
5. Owners, residents or other parties are permitted to submit a complaint alleging violations of the Association's Declaration, Bylaws, rules or regulations, Policy Resolutions, (collectively "Governing Documents"), or applicable provisions of Virginia Law that specifically govern the actions of the Association or management and over which the Virginia Common Interest Community Board or the Common Interest Community Ombudsman have jurisdiction.
 6. The Association shall provide written acknowledgement of a valid complaint form within seven (7) calendar days of receipt. Such acknowledgement shall be hand-delivered or mailed by registered or certified mail, return-receipt requested, to the complainant at the address provided, or by electronic means provided that the sender retains proof of electronic delivery.
 7. The Association shall maintain a record of all valid complaint forms for no less than three (3) years from the date that the Association takes action on said complaint.
 8. Upon receipt of a valid complaint form, the Association shall take such appropriate action to investigate and resolve the complaint, in accordance with those due process procedures set forth in the Association's Governing Documents, and the Virginia Property Owners' Association Act.
 9. The Association's Board may contact a complainant via electronic or written communication, to resolve any ambiguities or request additional information related to the written complaint form. If the requested information is not provided to the Association within ten (10) calendar days, the Association may issue its final decision on the complaint without the requested information.
 10. The complainant may contact the Association in writing, via the same methods of communication required for submission of the complaint form in Paragraph 3, to follow-up on the status of a complaint. All complainants should refrain from contacting the Association via telephone to follow-up on a complaint.
 11. Notice of the date, time and location where the matter will be considered by the Association shall be sent to the complainant within twenty-one (21) calendar days of receipt of the formal complaint. Such notice shall be hand-delivered or mailed by registered or certified mail, return-receipt requested, to the complainant at the address provided, or by electronic means provided that the sender retains proof of electronic delivery.

12. The Association shall provide written notice of the final determination regarding the complaint within seven (7) calendar days from the date on which a final determination is made. Such notice shall contain specific citations to applicable Association Governing Documents, laws or regulations that led to the final determination. Such notice shall be hand-delivered or mailed by registered or certified mail, return-receipt requested, to the complainant at the address provided or by electronic means, provided that the sender retains proof of electronic delivery. The Board's determination regarding the complaint shall be final and no appeal process is available to the complainant.
13. The Association shall advise all complainants via the Association's authorized complaint form and the Association's final determination notice, of their right to provide notice of any final adverse decisions rendered by the Association to the applicable Office of the Common Interest Community Ombudsman within thirty (30) days of the date of the final adverse decision. The name, address and telephone number of the office to which notice should be directed, shall be included on the authorized complaint form and the final determination notice as approved by the Board of Directors.
14. If requested by the Director of the Common Interest Community Board or the Office of the Common Interest Community Ombudsman, the Association shall provide documentation and/or information pertaining to the complaint within fourteen (14) calendar days. If the Association fails to comply with the request from the Office of the Common Interest Community Ombudsman, it shall be subject to penalties established by the legislature.
15. The Association holds Owners legally responsible for ensuring that the residents of their household, and their tenants, guests or invitees comply with the Association's Governing Documents.

The effective date of this Resolution shall be December 15, 2011.

OLD MILL COMMUNITY COUNCIL, INC.
Maureen Thompson, President

Exhibit A

**COMPLAINT FORM
OLD MILL COMMUNITY COUNCIL, INC.**

[This form must be completed, signed and dated by the complainant as directed below]

Name of Complainant(s):

Address:

Phone: (Home) _____ *(Work)* _____

(Mobile) _____ *(Email)* _____

Preferred method of communication:

*Please described the nature of your
complaint:*

Date of Alleged Violation: _____

Time of Alleged Violation: _____

Location of Alleged Violation: _____

Name and address of persons that are the subject of complaint: _____

Please explain why any of the requested information was not provided, if necessary: _____

Please deliver your complaint via United States Postal Service Mai, or hand-delivery to the Association using the following information:

Old Mill Community Council, Inc.
c/o Board President
P. O. Box 114
Burke, Virginia 22009

Be advised, the Association may elect not to take action on any complaint which does not include the requested information on this form.

Upon receipt of your completed complaint form, the Association will begin investigation of your complaint. The Association will maintain a record of your valid complaint form for up to three (3) years from the date upon which it takes action to resolve your complaint.

Please do not contact the Association’s Board of Directors via telephone to check the status of your complaint.

Instead, you may contact the Association in writing via United States Postal Service mail or hand-delivery using the above-referenced contact information.

Please note, the Office of the Common Interest Community Ombudsman (“Office”), is a governmental body, which may assist you in using the complaint procedures set forth in the Association’s governing documents, as well as the Virginia Property Owners’ Association Act. In accordance with the Common Interest Community Board’s (“CIC Board”) rules and procedures and Va. Code § 55-530, you may give notice to the CIC Board of any final adverse decision which your Association may make regarding your complaint within thirty (30) days of the date of the final adverse decision. For more information or to submit a complaint to the Common Interest Community Ombudsman, please contact the Office of the Common Interest Community Ombudsman at:

Department of Professional and Occupational Regulation
9960 Maryland Drive
Suite 400
Richmond, Virginia 23233-1463

Phone: 804-367-2941

Email: CICOmbudsman@dpor.virginia.gov

Signature: _____

Date: _____

To be completed by Association representative only

Received by: _____

Title: _____

Date: _____

TRASH POLICY
OF
OLD MILL COMMUNITY COUNCIL, INC.



P.O. Box 114
Burke, VA 22009
www.oldmillcommunity.com

Published November 15, 2011

OLD MILL COMMUNITY COUNCIL, INC.

POLICY RESOLUTION NO. 005

Rules Governing Disposal of Trash

WHEREAS, Article VIII, Section 1(c) of the Association's Amended and Restated Bylaws provides that the Board of Directors shall have the power to "exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;" and

WHEREAS, Article VIII, Section 1(a) of the Association's Amended and Restated Bylaws states that the Board of Directors shall have the power to "adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;" and

WHEREAS, Article XXI, Section 2(b) of the Association's Amended and Restated Bylaws provides that "trash and garbage containers and other objects for trash removal may be placed on the Common Area only at the designated trash pick-up locations and only at the times designated by the Board of Directors;" and

WHEREAS, Article XXI Section 2 (c) of the Association's Amended and Restated Bylaws provides that "Household waste must be stored in securely sealed metal or plastic trash containers. The securely sealed metal or plastic trash containers may be placed at the designated pick points only after 5 pm on the evening before the designated trash or recycle pick up day. Trash bags may be used only in accordance with Fairfax County Code. For the purpose of this subsection, "plastic trash containers" does not include trash bags;" and

WHEREAS, Article XXI Section 2 (c) of the Association's Amended and Restated Bylaws further provides that "Tied or bagged newspapers, recycle containers, leaf bags containing yard debris only, and tree and shrub trimmings may be placed at the designated pick points only after 5pm on the evening before the designated trash or recycle pick up day;" and

WHEREAS, Article XXIII, Section 1(aj) of the Association's Amended and Restated Bylaws provides that "trash containers or other items for disposal shall not be stored on the front or side lawn, by the front door, or outside the area of the privacy fence. Trash stored in the rear yards/patios shall not be stored in the open in bags or open containers. Trash shall be stored in sanitary, fly proof containers with lids in accordance with the Fairfax County Code;" and

WHEREAS, the Board of Directors deems it to be in the best interest of the Association's residents to establish certain rules, procedures and guidelines for the disposal of trash within the community; and

NOW THEREFORE, BE IT RESOLVED that the following policy regarding the disposal of trash is hereby adopted which shall supersede and replace any existing rules and regulations governing the disposal of trash:

I. Procedures.

A. Trash

Trash containers may be placed at the designated collection points after 5pm. Trash bags in accordance with Fairfax County Code cannot be placed until the morning of trash collection.

2. Trash Pick-up is Monday and Thursday morning of each week except for Thanksgiving Day and when Christmas, New Year's Day or July 4th fall on a Monday or a Thursday. Do not put trash at the pickup points before 5 pm of the day before a scheduled trash pickup day. Trash must be placed at the pick-up points before 6:00 a.m. on trash pick-up days.

3. Tree and bush limbs or wood must be cut to four (4) feet or less in length and tied in bundles that can be picked up by one person.

4. Only yard debris may be placed in leaf bags.

5. All trash containers must be removed from the common area before 11:59 pm on the designated pickup day.

6. Trash containers may not be stored in the front or side yards or by the entrance to a home. Trash containers may not be stored outside of the privacy fence.

B. Recycling

1. Pick-up is Monday morning.

2. Recycle items are newspapers, glass bottles, cans and #1 and #2 plastic containers. The type of plastic container is the number in the recycle triangle usually on the bottom of plastic containers. Glass bottles, cans and plastic must be placed in the recycle containers provided. Newspapers may be placed in paper bags or tied with twine.

3. Do not put recycling at the pickup points before 5pm of the day before a scheduled pickup day. Recycling must be placed at the pick-up points before 6:00 a.m. on Monday.

4. The recycle containers are the property of AAA Rainbow and must remain with the house at the time of sale or moving.

5. All recycling containers must be removed from the common area before 11:59 pm on the designated pickup day.

C. Special Pick-up

1. Call AAA Recycling and Trash Removal Services customer service at 703-818-8222 between 8 a.m. and 5:00 p.m., Monday through Friday.

2. There will be a charge for the service and the individual is responsible for this charge not the Association.

II. Miscellaneous.

A. Christmas Trees will be picked up after the 25th on the Thursday morning pick-ups for the first two (2) Wednesday's in January. This can be confirmed on their website at <http://www.aaatrash.com/Pages/HolidayScheduleandcurrentupdates.aspx>

B. The following items will NOT be picked up by the trash disposal service and may not be placed on the Common Area for pick up: flammable products, oil, paint cans, tires, animal carcasses, manure, tree stumps, dirt, stone, concrete, rocks, brick, lead, acid/wet cell batteries, railroad ties, toxic material, bio-hazardous materials or waste, propane/oxygen/helium tanks, items containing gas or oil, engine blocks, explosives, live ammunition or weapons, large amounts of animal waste, oversized brush (longer than 4 feet in length or 6 inches in diameter), bags weighing more than 50 pounds, or objects which will damage the truck mechanism, construction debris and objects too large for the truck. Residents must make arrangements to dispose of such items from their property.

III. Enforcement.

A. Trash placed on the common area prior to 5 pm on the evening before the designated trash or recycle pick up day shall constitute a violation of the Association's Governing Documents. The first offense shall result in a written warning to the owner. The second offense shall result in a monetary charge in the amount of \$10.00. The third offense shall result in a monetary charge in the amount of \$20.00. The fourth offense shall result in a monetary charge in the amount of \$30.00. The fifth offense shall result in a monetary charge in the amount of \$40.00. The sixth offense and all subsequent offenses shall result in a monetary charge in the amount of \$50.00. Prior to imposing any monetary charges, the Association shall provide the owner with an opportunity to appear before the Board in accordance with the Association's Amended and Restated Bylaws.

B. Trash containers left on the common area past 11:59 pm on the designated trash or recycle pick up day shall constitute a violation of the Association's Governing Documents. The first offense shall result in a written warning to the owner. The second offense shall result in a monetary charge in the amount of \$10.00. The third offense shall result in a monetary charge in the amount of \$20.00. The fourth offense shall result in a monetary charge in the amount of \$30.00. The fifth offense shall result in a monetary charge in the amount of \$40.00. The sixth offense and all subsequent offenses shall result in a monetary charge in the amount of \$50.00. Prior to imposing any monetary charges, the Association shall provide the owner with an opportunity to appear before the Board in accordance with the Association's Amended and Restated Bylaws.

The effective date for the date of this Resolution shall be December 15, 2011.

OLD MILL COMMUNITY COUNCIL, INC.

Maureen Thompson, President

USE OF COMMON AREA
OF
OLD MILL COMMUNITY COUNCIL, INC.



P.O. Box 114
Burke, VA 22009
www.oldmillcommunity.com

Published November 15, 2011

OLD MILL COMMUNITY COUNCIL, INC.

POLICY RESOLUTION NO. 006

Rules Governing Use of the Common Area

WHEREAS, Article VIII, Section 1(c) of the Association's Amended and Restated Bylaws provides that the Board of Directors shall have the power to "exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration" (collectively referred to as "Governing Documents"); and

WHEREAS, Article VIII, Section 1(a) of the Association's Amended and Restated Bylaws states that the Board of Directors shall have the power to "adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;" and

WHEREAS, the Board of Directors deems it to be in the best interest of the Association's residents to establish certain rules, procedures and guidelines regarding the use of the Association's Common Area; and

NOW THEREFORE, BE IT RESOLVED that the following policy regarding the use of the Association's Common Area is hereby adopted which shall supersede and replace any existing rules and regulations governing the use of the Common Area:

I. Nuisance and Annoyance. (Article XXI, Sec 1).

A. No noxious or offensive activities shall be carried on upon the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or prevent the peaceful enjoyment of their properties and Common Area by the residents of Old Mill.

B. The loud playing of radios, televisions, recording or audio playback devices, musical instruments, or other creation of a loud noise, such as, but not limited to, loud prolonged or continual vehicle engine noise, which is disturbing to other residents constitutes a nuisance noise and is prohibited. The loud sound or noise may not carry more than fifty feet nor cross a boundary line of a property.

C. Loud, vulgar or obscene language is prohibited.

D. Indecent exposure or lewd or lascivious conduct in violation of the laws of the Commonwealth of Virginia or Fairfax County is prohibited.

E. Activities which constitute a disturbance or breach of the peace in accordance with the laws of the Commonwealth of Virginia and Fairfax County are prohibited.

II. Litter and Trash. (Article XXI, Sec 2).

A. No part of the Common Area shall be used or maintained as a dumping ground for rubbish, objects or other debris. Grass clippings and leaves may not be deposited in the streets.

B. Trash and garbage containers shall not be stored on the Common Area. Trash and garbage containers and other objects for trash removal may be placed on the Common Area only at the designated trash pick-up points and only at the times designated by the Board of Directors.

C. Bottles, cans, cups, wrappers, and other litter may not be deposited on the Common Area.

D. Residents are requested to remove litter and debris from the streets, sidewalks and Common Area adjacent to their homes.

III. Animal Control. (Article XX, Sec 2).

A. The Fairfax County animal control laws apply to the Common Area of Old Mill. Fairfax County officials are authorized to come on the common property to enforce the animal control laws.

B. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Common Area.

C. Dogs must be kept on a leash when on the Common Area.

D. The leash line of dogs tied on a property may not be of such a length which would permit the dog to come on the common sidewalks or other parts of the Common Area.

E. Dogs may not deposit excrement on the Common Area sidewalks, streets, playground areas or other tended turf areas adjacent to a lot or sidewalk. The owner of a dog shall be responsible for removing excrement deposited by his or her dog in these areas. Those walking dogs should carry a scoop to remove excrement.

F. No dog or cat over six months in age which is not licensed or vaccinated as required by law may be permitted on the Common Area.

IV. Safety Measures. (Article XXI, Sec 3).

- A. Open fires on the Common Area are prohibited. Grills must be of a type which will not scorch or in any way damage the landscape and must be located away from leaves, bushes and trees which could cause a fire on the Common Area or the property of a resident.
- B. Firearms, air guns, or bow and arrows may not be discharged on or into the Common Area. Loaded fire arms may not be transported or carried on the Common Area except for law enforcement officers.
- C. No vehicle, including mopeds and motorbikes may be operated on the sidewalks or other portions of the Common Area which are not streets or designated parking areas.
- D. Nothing may be done on the Common Area which would obstruct the safe passage of people and vehicles. Objects such as, but not limited to, bicycles, toys, or tools, may not be left on the Common Area, streets or sidewalks.
- E. Bushes and trees must be trimmed so as not to obstruct passage on the Common Area sidewalks or block the safe vision of motorists.
- F. No fireworks which are illegal for sale or unrestricted use in the Commonwealth of Virginia or Fairfax County may be used, thrown, fired or otherwise projected on or onto the Common Area.

V. Guests. (Article XXI, Sec 4).

- A. The Common Area is for the use of members, their families, tenants or contract purchasers residing on the property to whom members have delegated use of the common Area and their invited guests.
- B. No residence may have more than ten guests on the Common Area at one time without permission of the Board of Directors.
- C. The Common Area may not be used for organizational activities involving more than ten guests on the Common Area. A resident must be a member of the organization and present for small organizational activities. The activity must be of a recreational nature such as a picnic or games for children and may not be held for commercial purposes except for baby-sitting or day-care.
- D. Guests must comply with the Association's Governing Documents concerning the use of the Common Area. Residents are responsible for ensuring that their guests comply with the Association's Governing Documents.

VI. Vehicles. (Article XXI, Sec 5): Vehicles must be operated and parked in accordance with the laws of the Commonwealth of Virginia and Fairfax County and in accordance with the Association's Amended and Restated Bylaws and in accordance with the Association's Parking and Vehicle Policy Resolution which is published separately.

VII. Miscellaneous. (Article XXI, Sec 8).

A. No material or objects such as, but not limited to, fire wood, trash cans, bicycles, toys, or building material, may be regularly stored on the Common Area.

B. Boats or trailers may not be stored on the Common Area.

C. The Common Area landscape may not be denuded, defaced or otherwise damaged. Streets, sidewalks, and facilities may not be defaced or damaged.

D. Nothing may be done on the Common Area which would cause damage to private property such as, but not limited to, vehicles parked in the community, fences, walls, landscape, or buildings.

E. No structure, including tree houses, shanties, shacks, skateboard ramps or basketball backboards, may be erected on the Common Area. This restriction does not apply to temporary structures such as tennis, volleyball or badminton nets.

F. No signs, except for standard real estate directing signs, may be placed on the Common Area without permission of the Board of Directors. Real estate directing signs may be placed on the Common Area within the public right of way or in an area nearby a home for sale which does not front on a street. Permission of the Board of Directors is required to place a real estate sign elsewhere on the Common Area. Notes no larger than 8 ½ inches by 11 inches may be placed on the mail boxes.

G. No street, sidewalk or portion of the Common Area may be closed off for block parties, lawn sales, etc., without the permission of the Board of Directors and the consent of the affected residents.

H. No illegal controlled substance or drugs may be used, consumed, sold, stored or transported on the Common Area.

Use of alcoholic beverages on the Common Area by individuals not of legal age under Commonwealth of Virginia and Fairfax County laws is prohibited.

J. Commercial activities, except for a lawn sale approved by the Board of Directors or a licensed street vendor vehicle passing through, such as an ice cream vendor, may not be conducted on the Common Area. Street vendor vehicles may not remain parked to do business but must move off the common area when the immediate sales are completed. For the purposes of these regulations, showing

homes for sale or rent, baby-sitting or day-care shall not be construed as commercial activities prohibited by these regulations.

K. No clothesline or hanging device is permitted on the Common Area.

L. No overnight camping or sleeping is permitted on the Common Area.

M. No large tent or pavilion may be erected on the Common Area without the permission of the Board of Directors. This restriction does not apply to children's play tents which are used solely during daylight hours.

VIII. Enforcement.

A. Residents must notify the Fairfax County Police for enforcement of violations of State and County laws, such as nuisance noise, disturbing the peace, drug use, or underage drinking.

B. Residents must notify the Fairfax County animal control authorities for enforcement of the leash laws.

C. Objects or material left on the Common Area may be confiscated and disposed of by the Association. A reasonable attempt to locate the owner will be made before disposing of items which are obviously not junk such as bicycles, toys, or tools.

D. Repeated offenses may subject the offender (and/or the owner of the property if the offender is a tenant) to legal action by the Association or another owner or resident in accordance with the Association's Governing Documents and Due Process Resolution and the laws of the Commonwealth of Virginia and Fairfax County.

E. If a resident wants to submit a claim against another individual for violation of the Association's Governing Document, the resident must submit a formal complaint in accordance with the Association's Policy Resolution Regarding Procedures Related to the Submission and Resolution of Complaints.

F. Property owners are responsible for enforcing the Covenants and rules and regulations of the Association with respect to their family members, tenants, or contract purchasers who reside on the property and guests who visit the property. Property owners must ensure that their tenants and contract purchasers are informed of the rules and regulations of the Association. A property owner who repeatedly violates the regulations or permits his or her family members, guests, tenants or contract purchasers who reside on the property to continue to violate these regulations without taking action to correct the situation, after having been duly notified by the Association of the violations, may become subject to legal action and sanctions in accordance with the Association's Governing Documents.

G. Violations of the Covenants, Bylaws or Association regulations by tenants will be reported to the property owner for possible action under the terms of the lease.

H. Residents may be restricted from use of the Common Area for a period of up to sixty days in accordance with the Association's Governing Documents for violations of the Governing Documents.

I. Guests and other non-residents who are not property owners, who violate the regulations may be banned from Association owned property by the Board of Directors and subject to prosecution for criminal trespass in accordance with the laws of the Commonwealth of Virginia and Fairfax County.

J. Property owners are responsible for all costs incurred by the Association in enforcing these regulations in situations involving violations by themselves, their family members, tenants, or contract purchasers who reside on property or guests visiting the property. Any costs such as, but not limited to, repairing facilities, replacing landscape, removing unauthorized markings and objects, attorney's fees and court costs, incurred by the Association in enforcing these regulations will be charged to the property owner concerned. Property owners are responsible for collecting the charges from their tenants or contract purchasers residing on the property. Unless paid sooner, the charges will be added to and become part of the assessment to which the property is subject and shall be a continuing lien upon the property subject to the same conditions for assessments and charges as provided for in the Association's Amended and Restated Bylaws and the Association's Due Process Resolution or collected otherwise as allowed by law.

The effective date for the date of this Resolution shall be December 15, 2011.

OLD MILL COMMUNITY COUNCIL, INC.

Maureen Thompson, President

NON-RESIDENT OWNER & TENANT GUIDELINES
OF
OLD MILL COMMUNITY COUNCIL, INC.



P.O. Box 114
Burke, VA 22009
www.oldmillcommunity.com

Published November 15, 2011

Tenant Relations

Dear Old Mill Resident/Non-Resident Owner:

Old Mill has outstanding tenants and the community is the better for their presence. Notwithstanding legal distinctions between owners and those who rent, those who rent are welcome members of the community, entitled to the same courtesies and respect in the community as owners. The distinction is something that should not be apparent in the everyday life of the community. Those who rent are encouraged to participate in the life of the community. Some tenants have rented in Old Mill longer than most owners have owned their homes here. Tenants have served on the Board of Directors and, at one time, the chair of the Architectural Committee was an individual who was renting a home in Old Mill. Some current and past members of the Board of Directors formerly rented in Old Mill before purchasing a home in the community. However, because of legal requirements, it is necessary at this time to point out some procedures that must be observed with regard to relations with tenants and non-resident owners.

The Association has no legal authority to directly assess a monetary penalty against a tenant who is renting a property. There is no direct legal or contractual relationship document between the Association and those who rent which would provide for this. The Virginia Property Owners' Association Act (VPOAA) provides that every property owner and all those entitled to occupy the property shall comply with the provisions of the VPOAA and the Association governing documents. The VPOAA further provides that the Association has the power to assess charges against any property owner in the Association for any violation of the governing documents or rules and regulations of the Association for which the property owner or his/her family members, tenants, guests, or other invitees are responsible.

To comply with the VPOAA and the Association governing documents, notification of violations must be sent to the property owner. Architectural violation notices or annual inspection are always sent to the property owner who is responsible for maintaining the property. Tenants who rent may be provided general notification of violations which are normally distributed in the community for such things as violations of the parking or trash regulations. However, since the property owner bears the legal and financial consequences for violations and has the right to legal due process, which includes notification, the Board has the obligation to notify the owners of tenant violations. The Association's fiduciary and legal responsibilities with regard to the Association governing documents are to the owners. However, the Association due process procedures also protect the rights of a tenant the same as an owner.

The requirement to comply with legal due process and the Association governing documents sometimes provides some consternation for those who rent, but it is necessary to protect the rights of the Association and the property owners. There is no intent to make life difficult for a resident who rents. The property owners are required by the Association Bylaws to provide tenants with a copy of the Association rules and regulations and enforce the Association regulations with regard to a tenant. The property owner has the legal contractual relationship

with the tenant and the authority to require compliance; the Association does not. The Association's legal enforcement authority is with the property owners.

In cases in which a non-resident owner uses an agent to manage a property, notification of the agent by the Association constitutes notification of the property owner. In the event that an agent does not notify an owner of tenant or other violations and monetary penalties are charged or legal action initiated against a property owner, the property owner remains liable. The negligence of an agent is a matter between the agent and the property owner concerned.

It is the Board's sincere hope that none of these enforcement procedures need to be used, a community functions well when all members treat each other with courtesy and respect.

BOARD OF DIRECTORS
OLD MILL COMMUNITY COUNCIL

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OLD MILL COMMUNITY COUNCIL, INC.

POLICY RESOLUTION NO. 003

Rules and Regulations Regarding Non-Resident Owners and Tenants

WHEREAS, Article VIII, Section 1(c) of the Association's Amended and Restated Bylaws provides that the Board of Directors shall have the power to "exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration" (collectively referred to as "Governing Documents"); and

WHEREAS, Article VIII, Section 1(a) of the Association's Amended and Restated Bylaws states that the Board of Directors shall have the power to "adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;" and

WHEREAS, the Board of Directors deems it to be in the best interest of the Association's residents to establish certain rules, procedures and guidelines regarding non-resident owners and tenants; and

NOW THEREFORE, BE IT RESOLVED that the following policy regarding non-resident owners and tenants is hereby adopted which shall supersede and replace any existing rules and regulations governing the non-resident owners and tenants:

I. Introduction.

A. Because of the highly mobile nature of employment in the Washington Metropolitan Area, many Old Mill homeowners are relocated to different parts of the world for two or three years and rent out their homes in Old Mill until they return. Other owners have purchased their property in Old Mill as real estate investment rental property or retain it as an investment when they move to another neighborhood. The purpose of these guidelines is to provide these owners with information concerning their responsibilities as a nonresident owner in Old Mill and to assist in preserving the property values of all owners.

B. Living and owning property in a Planned Unit Development (PUD) as Old Mill differs from living in and owning a single family detached home or living and owning in a community which does not share commonly owned facilities and property. The Declaration of Covenants, Conditions and Restrictions, which are part of the deed for each property in Old Mill and recorded among the land records of Fairfax County, provide for restrictions on the use of property within Old Mill and obligations for the owner. Owners and their agents must be aware of these restrictions and obligations since some restrictions pertain to leasing and owners remain responsible for the actions within Old Mill of their tenants and others whom they have permitted to reside on their property. Tenants must be aware of their obligations as a resident in a common interest association.

C. These guidelines provide information concerning the Declaration and the Association's Amended and Restated Bylaws ("Bylaws") which pertain to nonresident responsibilities as well as information concerning applicable provisions of the Virginia and Fairfax County Codes. These requirements help ensure that all residents of Old Mill have the peaceful enjoyment of their homes and the common area and protect the interests of all owners in the Association property. This in turn helps maintain property values, provide conditions for higher rent, attract and retain better tenants, and make Old Mill a pleasant and attractive community in which to live.

II. Association Requirements.

A. Declaration - The Declaration of Covenants, Conditions and Restrictions which pertain to properties in Old Mill provide that owners may delegate their rights of enjoyment of the Common Area and facilities in accordance with the Bylaws of the Association. For properties located in Section 1 of Old Mill (Cherry Oak, Cloverdale and Meadow Grove Courts), these provisions are contained in Article IV, Section 2, of the Declaration for properties in Section 1. For properties located in Section 2 of Old Mill (Buffie and Teakwood Courts), these provisions are contained in Article II, Section 2, of the Declaration for properties in Section 2. By leasing or otherwise permitting others to reside on their property, nonresident owners delegate their right of enjoyment of the Common Area and facilities and must do so in accordance with the provisions of the Association Bylaws

B. Amended and Restated Bylaws.

1. Article IV of the Bylaws contains the conditions with which nonresident owners must comply to delegate their right of enjoyment of the Common Area and facilities to their tenants or others that they have permitted to reside on their property. A copy of Article IV of the Bylaws is contained in Appendix A of these guidelines. Article IV states the information which a nonresident owner must provide to the Association and the provisions which must be in the leases.

2. Article IV states the responsibilities of all owners with regard to the Common Area, facilities, and Association and extends those responsibilities to the tenant through the lease.

C. Delegation Limits - Nonresident owners may delegate the use and enjoyment of the Command Area and facilities; however, the liabilities of a member as set forth in the Declaration and Bylaws, including but not limited to a member's liability for assessments, may not be delegated. All members remain liable for damages to the Association and its properties caused by themselves, their family members, their guests and their delegees and responsible for enforcing the Association Declaration, Bylaws or regulations with regard to the conduct and activities of their family members, their guests and their delegees.

D. Tenant/Nonresident Information.

1. Article IV of the Bylaws requires nonresident owners to provide the following information to the Association within thirty (30) days of moving from the property or changes of occupancy:

(a) the name, address and a day and night telephone number of the owner of record of the property.

(b) the name, address and business and emergency telephone number of the property manager or agent for the property, if any.

(c) the names of ALL persons (including those not listed in a lease) that the nonresident owner has authorized to reside on the property.

(d) a copy of the lease for the property or the terms of any oral lease or occupancy agreement in a case for which there is no written lease.

(e) a statement signed by both the nonresident owner or agent and the tenant that the tenant has been provided a copy of the Declaration, Bylaws and regulations.

2. Appendix B contains a copy of a form prepared by the Association for nonresident owners to provide the information required in the Bylaws. Copies are available from the Association and nonresident owners may make copies.

E. Leases.

1. All leases for properties within Old Mill must contain the provisions required in Section 8, Article IV of the Association Bylaws. Appendix C contains a copy of a lease form which nonresident owners can use to add the required special provisions to the leases for their properties. The lease form is provided to facilitate compliance with the Bylaws. The lease form is based on and designed to supplement the Northern Virginia Board of Realtors standard lease form; however, it can be used to supplement any lease form. Nonresident owners are not required to use this form. However, nonresident owners who do not use this form are still required to put similar language in their leases to comply with the Bylaws. Copies of the special provisions lease form are available from the Association and nonresident owners may make copies.

2. The special provisions in the leases required by the Bylaws protect the interests of the Association and the nonresident owner and state the rights and restrictions of the tenant with regard to the Association. Since compliance with the Declaration, Bylaws, and regulations is required, and the nonresident owners are responsible for the actions of their tenants within Old Mill, nonresident

owners can best protect themselves by expressly stating these provisions in their lease.

F. Agents - The Association will send correspondence, assessment bills and newsletters to a nonresident owner's agent or property manager as requested by the nonresident owner. Normally the Association will deal with the agent on matters concerning a tenant as requested by the nonresident owner. However, the Association reserves the right to contact a member directly in matters pertaining to the affairs of the Association, late assessments or in cases in which the Association has not been able to obtain satisfaction from the agent. Agents may not represent a nonresident owner in the affairs of the Association without the written authorization of the nonresident owner member.

G. Proxies - Nonresident owners may vote by proxy in the affairs of the Association at annual or special meetings of the members or may attend meetings in person. A proxy must be personally signed by a member unless it is accompanied by a power-of-attorney from the member which legally delegates an individual such authority. Nonresident owner members who want their agent or tenant to represent them in the affairs of the Association may give their proxy to the agent or tenant. Proxies must be filed with the Association in accordance with Article X, Section 5 of the Bylaws.

H. Tenant Participation - The Association encourages all residents to participate in the activities of the community. Tenants may serve on committees. However, tenants may not serve on the Board of Directors. In addition, tenants may not vote at annual or special meetings of the members unless such tenant serves as an owner's proxy.

I. Enforcement.

1. The Board of Directors has the fiduciary responsibility to abide by and enforce the provisions of the Declaration, Bylaws and Association regulations on behalf of the members. The Association has the right to enforce these provisions by any proceeding at law or in equity against the member. While it is best to resolve violations without resort to legal action, to preserve the integrity and enforceability of the Association governing documents, to protect property values and Association property, and to ensure that all residents have the peaceful enjoyment of the premises, it may be necessary to resort to legal action in some cases. Therefore, it is imperative that nonresident owners understand their responsibilities as a member of the Association, ensure that their tenants fully understand their obligations as a resident in Old Mill and that their agents fully understand the leasing requirements of the Association.

2. Nonresident owners are responsible for enforcing the Declaration, Bylaws and Association regulations as pertains to the conduct of their tenants within Old Mill. In the event that a tenant's behavior becomes a problem, the Board of Directors will contact the nonresident owner or agent to correct the situation. If this action fails to bring about the appropriate change in behavior, the Board of Directors will expect the nonresident owner to exercise the provisions of the

lease concerning a breach or failure by the tenant. Failure by a nonresident owner to take the remedies available to correct a problem with a tenant, may subject the nonresident owner to legal action by the Association.

3. The Declaration and Bylaws are an enforceable contract between the Association and the members. They provide the contractual conditions under which nonresident owners may delegate their use and enjoyment of the Common Area and facilities. The Common Area is private property owned by the Association and the Association enjoys the rights and remedies appurtenant to property ownership concerning that property. Failure by a nonresident owner to comply with the Bylaws or failure to delegate use of the Common Area and facilities in a lease as prescribed by the terms of the Bylaws may subject the nonresident owner to legal action by the Association and result in the lease being declared invalid.

4. In addition to the requirements of the Declaration, Bylaws, and regulations of the Association, nonresident owners must comply with applicable provisions of the Virginia State Code and the Fairfax County Code with regard to leasing their property.

The effective date for the date of this Resolution shall be December 15, 2011.

OLD MILL COMMUNITY COUNCIL, INC.

Maureen Thompson, President

APPENDIX A

Old Mill Community Council, Inc.'s Amended and Restated Bylaws

ARTICLE IV PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each member and his immediate family residing on the property shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to his tenants or contract purchasers who reside on the property, in accordance with the conditions set forth in these Bylaws. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member. The liabilities as a member as set forth in the Declaration and these Bylaws, including but not limited to a member's liability for assessments, may not be delegated. Members shall remain liable for damages to the Association and its properties, caused by themselves, their family members, their guests and their delegees and their guests.

Section 2. Members are responsible for enforcing the Association Declaration, Bylaws, and regulations with regard to the conduct and activities of their family members, guests or tenants and contract purchasers who reside on the property and their guests. In addition to all other remedies it may have, the Association has the right to notify the member or his agent of violations of the Declaration, Bylaws, or regulations by his family members, guests, or tenants or contract purchasers who reside on the property and their guests.

Section 3. Members are responsible for any deliberate or negligent damage to the Common Area or facilities caused by themselves, their family, or guests, or their tenants or contract purchasers who reside on the property and their guests. Unless paid sooner, payments received from members who owe the Association charges for damages and repairs shall be applied first to any interest, charges or attorneys' fees and then to the oldest quarterly assessment that is owed. The Association may also collect charges as otherwise allowed by law.

Section 4. Members are responsible for all costs incurred by the Association in removing vehicles parked in the member's assigned parking spaces by themselves, their family, or their guests, or their tenants or contract purchasers who reside on the property and their guests, which are abandoned or junk vehicles as defined in the laws of the Commonwealth of Virginia or Fairfax County or are causing damage to the Common Area. Unless paid sooner, payments received from members who owe the Association charges for removal of such vehicles shall be applied first to any interest charges or attorneys' fees and then to the oldest quarterly assessment, that is owed. The Association may also collect charges as otherwise allowed by law.

Section 5. Members are responsible for ensuring that no noxious or offensive activities shall be carried on upon the property, nor shall anything be done thereon which is illegal or may be or may become an annoyance or nuisance to the neighborhood or disturb the neighbors' peaceful enjoyment of their premises or the Common Area.

Section 6. To the extent permitted by law, use of the Common Area and facilities is solely at the risk of the member, his family members, guests and tenants and contract purchasers who reside upon the property and their guests. To the extent permitted by law, the Association shall not be liable for any damage, injury or loss of property occurring on the Common Area, unless caused by the gross negligence of the Association.

Section 7. Members shall provide the Association with the names of all persons, except for the member's immediate family residing on the property with the member or bona fide guests, who reside on their property and are thereby delegated use of the Common Area and facilities by virtue of their residence on a property within the jurisdiction of the Association. An immediate family consists of one or more or all of the following: a spouse, minor children, legal dependents or elderly parents.

Section 8. Members who do not reside on their property shall notify the Association Secretary or other authorized person in writing of their current address and telephone number and, also, the name, address, and telephone number of the member's agent when there is one within thirty (30) days of moving from the property. The member shall provide both a day and night telephone number with which the Association can contact them in emergency situations.

Section 9. Members who enter into a rental agreement with other persons to reside on the member's property or portion thereof as allowed by the Fairfax County Code who will have use of the Common Area and facilities by virtue of their residence on a property within the jurisdiction of the Association shall delegate the use of the Common Area and facilities to the tenants or contract purchasers who reside on the property in the following manner:

(a) Notify the Association Secretary or other authorized person, in such form as the Board of Directors shall prescribe, of the name of any such delegee and the names of other persons not listed in the rental agreement, except for bona fide guests, who are authorized by the member to reside on the property. Notification shall be provided within thirty (30) days of changes of occupancy.

(b) Provide the Association Secretary or other authorized person a statement signed by both the member or his agent and the tenant (s) or contract purchaser(s) that the tenant(s) or contract purchaser(s) has (have) been provided a copy of the Declaration, Bylaws, and regulations.

(c) Provide the Association Secretary or other authorized person with a true and correct copy of any written rental agreement or, in the case in which residence on the property is solely under the terms of an oral rental agreement, a statement that the oral rental agreement embodies the terms contained in Subsections (d) through (i) of this section of the Association Bylaws.

(d) Include provisions in the rental agreement that require the tenant(s) or contract purchaser(s) to comply with the Declaration, Bylaws, and regulations; that the Association has the right to notify the member or his agent of violations of same; and

that the violations constitute a breach of the rental agreement or failure to fulfill the terms of the rental agreement.

(e) Include provisions in the rental agreement which state that the tenant(s) or contract purchaser(s) is (are) entitled to the use of not more than two parking spaces and identify the assigned parking space numbers and street name.

(f) Include provisions in the rental agreement which state that the tenant(s) or contract purchaser(s) shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Common Area and facilities or permit any family member or guest to do so. The tenant(s) or contract purchaser(s) shall be responsible for any damage caused by his (their) failure to do so and that the member, if charged by the Association, has the right to charge the costs to the tenant(s) or contract purchaser(s) as additional rent or terminate the rental agreement if the tenant(s) or contract purchaser(s) fail to pay the costs and deduct the costs of such damages from the security deposit.

(g) Include provisions in the rental agreement which state that the tenant(s) or contract purchaser(s) are responsible for removing vehicles parked in their assigned parking spaces parked by themselves, their family, or their guests, which are abandoned or junk vehicles as defined in the laws of the Commonwealth of Virginia or Fairfax County or are causing damage to the Common Area. The tenant(s) or contract purchaser(s) are responsible for any costs incurred by the Association caused by his (their) failure to do so and that the member, if charged by the Association, has the right to charge the costs to the tenant(s) or contract purchaser(s) as additional rent or terminate the lease if the tenant(s) or contract purchaser(s) fail to pay the costs and deduct the costs from the security deposit.

(h) Include provisions in the rental agreement which state that the rights and privileges of the tenant(s) or contract purchaser(s) are subject to suspension to the same extent as those of the member.

(i) Include provisions in the rental agreement which state that to the extent permitted by law, use of the Common Area is solely at the risk of the tenant(s) or contract purchaser(s) and, to the extent permitted by law, the Association shall not be liable for any damage, injury or loss of property occurring on the Common Area, unless caused by the gross negligence of the Association.

APPENDIX B

Old Mill Community Council, Inc.

Tenant/Nonresident Owner Information Form

Property Address: _____

Property Owner of Record:

Name: _____

Address _____

Phone: Home _____ Phone Work: _____

E-mail: _____

Property Manager / Agent

Name: _____

Address _____

Phone: Home _____ Phone Work: _____

E-mail: _____

Send Association Mail (Including Bills) To: _____owner _____agent _____other

Name: _____

Address _____

Date of Lease or Agreement: _____

The following persons are authorized to reside on the property and are delegated the use of the common area and facilities of the Old Mill Community Council, Inc., in accordance with the bylaws of the Association (Including the names of those listed in the lease and those not listed in the lease.) I/We have been provided copies of the Association Declarations, Bylaws and Regulations and agree to abide by them and any future changes

Signature of tenant

Signature of Tenant



PARKING GUIDELINES
OF
OLD MILL COMMUNITY COUNCIL, INC.



P.O. Box 114
Burke, VA 22009
www.oldmillcommunity.com

Published November 15, 2011

OLD MILL COMMUNITY COUNCIL, INC.

POLICY RESOLUTION NO.004

Rules and Regulations regarding Parking and Vehicles

WHEREAS, Article VIII, Section 1(c) of the Association's Amended and Restated Bylaws provides that the Board of Directors shall have the power to "exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration" (collectively referred to as "Governing Documents"); and

WHEREAS, Article VIII, Section 1(a) of the Association's Amended and Restated Bylaws ("Bylaws") states that the Board of Directors shall have the power to "adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;" and

WHEREAS, Article IV, Section 5 of the Association's Declaration of Covenants, Conditions and Restrictions for Section One of Old Mill states that "Ownership of each Lot shall entitle the Owner or Owners thereof to the use of automobile parking spaces, which shall be as near and convenient of said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The subdivision will provide an average of 1 ½ parking spaces for each Lot;" and

WHEREAS, Article II, Section 4 of the Declaration of Covenants, Conditions and Restrictions for Section Two of Old Mill states that "Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two vehicle parking spaces for each dwelling;" and

WHEREAS, Article XVII, Section 1 of the Bylaws provides that "Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area;" and

WHEREAS, Article XVII, Section 2 of the Bylaws provides that "The Association shall permanently assign two vehicle parking spaces for each dwelling in Section One, Old Mill Community.;" and

WHEREAS, Article XVII, Section 3 of the Bylaws provides that "Assigned parking spaces for Members in Section Two, Old Mill Community, shall be as provided for in the Declaration for Section Two, Old Mill Community;" and

WHEREAS, Article XVII, Section 1 of the Bylaws provides that "Use of the parking spaces shall be subject to the laws of the Commonwealth of Virginia and Fairfax County, the

conditions and restrictions contained in the Declarations, and the rules and regulations of the Association adopted by the Board of Directors or contained in the Bylaws;” and

WHEREAS, the Board of Directors deems it to be in the best interest of the Association’s residents to establish certain rules, procedures and guidelines regarding parking and vehicles; and

NOW THEREFORE, BE IT RESOLVED that the following policy regarding parking and vehicles is hereby adopted which shall supersede and replace any existing rules and regulations governing parking and vehicles:

I. Parking Space Assignments.

The Association has assigned two parking spaces for each dwelling as required in the Covenants and By-Laws. The Association will maintain the master copy of the parking space assignments as part of the permanent records of the Association. As a security precaution, it is the policy of the Association not to publicly disseminate the master list of parking space assignments. The Association will provide homeowners and residents with the numbers of the two parking spaces assigned to their property. New owners and residents may obtain their parking space numbers from the Board.

II. Parking Space Assignment Criteria.

A. For the purposes of assigning parking spaces, there are three categories of houses within Old Mill: those with two or more parking spaces adjacent to the property, those with one parking space adjacent to the property, and those with no parking spaces adjacent to the property. Criteria have been developed and applied which treat the interests of these categories of houses equitably. The commonly used system of assigning one parking space as close as possible to a property and, in some cases, assigning the second parking space at a further distance has been followed in developing the criteria. In accordance with accepted practice, two contiguous parking spaces were assigned adjacent to a property whenever possible, consistent with providing close and convenient parking spaces for all properties

B. The Association’s Governing Documents provide that the assigned parking spaces shall be as near and convenient as reasonably possible to each house. To meet this requirement and balance the interests of the three categories of houses, the following criteria were used in assigning the parking spaces:

1. All houses will have at least one assigned curb side parking space, as opposed to having both assigned parking spaces in a center island or fringe parking area. This ensures that all houses that are not adjacent to parking spaces will have one assigned parking space reasonably close enough for car washing, unloading, etc., without having to cross a street.

2. All houses adjacent to parking spaces will have at least one assigned parking space approximately adjacent to the property. This is as near and convenient for these houses as reasonably possible.

3. Houses which are not adjacent to parking spaces will have one assigned parking space as close and convenient as reasonably possible consistent with providing at least one parking space approximately adjacent to houses which are adjacent to the parking spaces.

4. Second assigned parking spaces will be as close and convenient as reasonably possible to a property consistent with providing all houses at least one curb side parking space as close and convenient as reasonably possible. The second space, however, may be located at a further distance in an island parking area, in a fringe parking area or elsewhere relatively close by at a curb side location.

5. Wherever possible, houses which are adjacent to two or more parking spaces will be assigned two contiguous parking spaces approximately adjacent to the property. In order to provide reasonably close and convenient parking spaces for all houses, in some areas, where it is necessary to provide first parking spaces for houses which are not adjacent to parking spaces or the distance between a house and another second parking space would be unreasonable, two assigned contiguous parking spaces for houses adjacent to two or more parking spaces may not be possible.

6. Houses which are adjacent to only one parking space will be assigned two contiguous parking spaces if such an assignment would not preclude the use of the next contiguous parking space for reasonably close and convenient first parking spaces for houses which are not adjacent to parking spaces or preclude the assignment of two contiguous parking spaces for houses which are adjacent to two or more parking spaces.

C. Only the Association is authorized to permanently assign the parking spaces. Residents may make informal arrangements among themselves concerning the use of their assigned parking spaces. However, such arrangements are only temporary and have no binding status with the Association or present or future owners or residents. The parking spaces assigned by the Association are the only parking spaces for which a property owner or resident has a legal claim for use and enforcement.

III. Parking Space Marking. (Article XVII Section 5).

A. Designated automobile parking spaces are marked with lines on the curb or street surface.

B. Assigned parking spaces will be numbered sequentially for each court and each assigned parking space will be marked "RESERVED." The markings will be on the vertical side of the curb facing the street. On the advice of the Fairfax County Police

Department, as a security measure, house numbers are not used to designate the assigned parking spaces. An empty parking space indicates to a would-be burglar that the owner probably is not at home.

C. Only markings and designations authorized by the Association are permitted on the parking spaces and curbs and sidewalks adjacent to the parking spaces. Owners and residents are not permitted to add addresses or names or other markings to the parking spaces.

D. Signs indicating that the parking spaces are reserved and will be enforced by towing will be erected by the Association at the entrance to each court and at appropriate locations within each court. Owners and residents are not permitted to erect other parking signs either on their property or on the common area.

IV. Parking Restrictions. (Article XVII Section 6).

A. Vehicles may not be parked in parking spaces assigned to another owner without permission from the owner. Violators are subject to having their vehicles removed from the community at their expense as provided for in Fairfax County law.

B. The parking spaces will be used only for the parking of motor vehicles in accordance with the rules and regulations of the Association and the laws of the Commonwealth of Virginia and Fairfax County. Other vehicles, objects and material are subject to being removed from the community at the vehicle or property owner's expense.

C. Vehicles, except for motorcycles and mopeds, may be parked only in the designated parking spaces. No vehicle may be parked in the fire lanes designated by the Fairfax County Fire Marshal.

D. Vehicles, including motorcycle, boats, trailers, and mopeds, may not be driven or parked on the sidewalks, lawns, or common area grounds outside the designated parking and street areas. Motorcycles and mopeds may be parked behind a house within the property line of the lot; however, they may not be driven on the common area to park in the rear of a property but must be pushed with the driver and all persons dismounted.

E. Vehicles must be parked in such a manner so as not encroach on the adjacent assigned parking space of another owner or in any way prevent access to the assigned parking space of another owner. Vehicles of violators are subject to removal from the community at the vehicle owner's expense.

F. Residents must move their vehicles from their assigned parking spaces upon request to allow moving vans, construction equipment, or emergency equipment access to another property or when necessary for street, sidewalk, utility, or other maintenance.

G. Except for motorcycles, vehicles may not be double-parked behind one another in or behind a parking space or in any way extend into or block all or a portion of the traffic lanes. Such vehicles are subject to removal at the vehicle or property owner's expense.

H. The designated visitor parking spaces shall not be used regularly to park any vehicle. For the purposes of this subsection, "regularly" is defined as a sum of more than 48 hours within any thirty (30) day period, unless arrangements have been made with the Board of Directors. No vehicle shall be parked in the visitor parking spaces in excess of 48 hours, unless arrangements have been made with the Association. Failure to comply with this subsection may subject the owner to monetary charges in accordance with the Association's Due Process Resolution. In addition, failure to comply with this subsection will result in towing of the vehicle without further notice and in an immediate fine of \$50.00 for one offense or \$10.00 a day for a continuing offense.

V. Vehicle Restrictions. (Article XVII Section7).

A. No motor vehicle except as may be classified as a non-commercial passenger car, station wagon, van or standard size light truck with a rated carrying capacity of 2,000 pounds (1 ton) or under or motorcycle shall be regularly parked in the parking spaces. Standard size light trucks are defined as trucks with a rated carrying capacity of 2,000 pounds (1 ton) or under which do not exceed seven feet in height from the ground to the roof top (excluding antenna, luggage rack, lights, etc.).

B. Boats on cradles or trailers, trailers, motor homes larger than a van or over-the-cab truck inserts, light trucks which exceed seven feet in height from the ground to the roof top (excluding antenna, luggage rack, lights, etc.), commercial vehicles, vending vehicles, buses including marked school and church vans, farm or agriculture vehicles and equipment, construction vehicles and equipment, utility body and utility bed trucks, step vans, and vehicles not permitted to operate on the public roads of the Commonwealth of Virginia shall not be regularly parked in the parking spaces and shall not be parked in the parking spaces for a period longer than 24 hours. Commercial vehicles are defined as any vehicle with a rated carrying capacity of 1,500 pounds (3/4 ton) or more, and any vehicle, regardless of capacity, which displays advertising lettered thereon or which is licensed as a "for hire" vehicle, or which contains visible commercial equipment, including, but not limited to tools, machinery, and ladders. For the purposes of these Bylaws, commercial vehicles shall not be deemed to include a police or government sedan or a van or standard size light truck with a rated carrying capacity of 2,000 pounds (1 ton) and under which is generally recognized as a personal use passenger or recreational type vehicle or does not display advertising lettered thereon or is not "for hire" and is otherwise in conformance with the restrictions of these Bylaws and the Virginia and Fairfax County Codes.

C. No vehicle that extends into and blocks all or a portion of the traffic lanes or is wider than a parking space shall be parked in a parking space at any time except that moving and deliver vans and construction vehicles may be parked in the parking spaces for a

reasonable time during a day to accomplish the moving, delivery, or construction. However, such vehicles may not be parked over night on Association property. Vehicles blocking all or a portion of the traffic lanes or encroaching on the assigned space of another resident are subject to removal at the vehicle or property owner's expense.

D. No vehicle which does not bear a current license plate or valid state inspection certificate as required by law may be parked in the parking spaces. Fairfax County law considers such vehicles abandoned and requires the Association to remove such vehicles from Association property. Abandoned vehicles are subject to being removed at the vehicle or property owner's expense. If license plates have been renewed and the sticker have not arrived the DMV receipt must be displayed on the windshield when parked. The receipt can be folded to hide all personal contact information. Only vehicles with out-of-state license plates as allowed by and in accordance with the conditions set forth by the Commonwealth of Virginia (such as military, congressional, diplomatic, etc.) are permitted to park in the parking spaces on a regular basis. Other vehicles with out-of-state license plates which are not in conformance with the laws of the Commonwealth of Virginia and Fairfax County will be reported to County and State authorities and, if authorized or required by law, may be removed from Association property at the vehicle or property owner's expense.

E. Junk vehicles may not be parked in the parking spaces. A junk vehicle is defined as any motor vehicle, trailer or semi-trailer that cannot be operated in its existing condition because the parts necessary for operation such as, but not limited to, tires, windshield, engine, drive train, driver's seat, steering wheel or column, gas or brake pedals are removed, destroyed, damaged or deteriorated. Fairfax County law requires the Association to remove such vehicles from Association property. Junk vehicles are subject to being removed at the vehicle or property owner's expense.

F. No vehicle which is leaking large quantities of oil, gasoline, or other fluids or is any way damaging the street or sidewalks may be parked in the parking spaces. Such vehicles are subject to immediate removal from the community by the Association at the vehicle or property owner's expense.

VI. Maintenance Restrictions. (Article XVII Section 8).

A. Only minor maintenance such as tire changes, engine tune-ups, washing and waxing, etc., are permitted within Old Mill and may be done only in the authorized parking spaces. Major maintenance which would render the vehicle inoperable for a period in excess of 72 hours or require the dismantling or removing of the engine, transmission or other major body components of the vehicle such as doors, fenders and hoods is prohibited at all times. Such vehicles will be considered junk vehicles and may be removed by the Association from Association property at the vehicle or property owner's expense as required by Fairfax County law.

B. Maintenance may be performed only on the vehicles of residents, except for an emergency break down of a vehicle of a non-resident. Bringing in vehicles of non-residents for maintenance is prohibited.

C. Vehicle maintenance must not create a noise nuisance to the community, cause damage to the streets and sidewalks of the community or the property of another resident, and create litter of trash and auto parts. Maintenance must be conducted in a safe manner.

D. No parking space may be occupied by an unattended vehicle on blocks or jacks. Such vehicles will be considered junk vehicles and may be removed by the Association from Association property at the vehicle or property owner's expense as required by Fairfax County law. Unattended vehicles on blocks or jacks which, in the opinion of an Association official, pose a safety hazard to the community may be subject to immediate removal at the vehicle or property owner's expense.

VII. Visitor Parking.

A. The two assigned parking spaces for each property must accommodate the vehicles of all residents and visitors of a property. Since there are only five designated visitor parking spaces in the community, residents should advise their guests to park on Torrence Street or Box Oak Court which are public streets not within the jurisdiction of the Association. Also, residents expecting guests could park their own vehicles outside the community allowing the guests to park in their assigned spaces or make arrangements with another resident who is not using both of his/her parking spaces.

B. The designated visitor parking spaces shall not be used regularly to park any vehicle. For the purposes of this subsection, "regularly" is defined as a sum of more than 48 hours within any thirty (30) day period, unless arrangements have been made with the Board of Directors. No vehicle shall be parked in the visitor parking spaces in excess of 48 hours, unless arrangements have been made with the Association. Failure to comply with this subsection may subject the owner to monetary charges in accordance with the Association's Due Process Resolution. In addition, failure to comply with this subsection will result in towing of the vehicle without further notice and in an immediate fine of \$50.00 for one offense or \$10.00 a day for a continuing offense.

C. Residents are responsible for informing their guests of the restrictions on the use of the visitor parking spaces as well as the other parking, vehicle and vehicle maintenance restrictions of the Association.

VIII. Parking Of Vehicles In Excess Of Two Per Property.

A. Vehicles in excess of two per property must be parked outside the community, unless arrangements have been made with another resident to park in an unused parking space. Excess vehicles may be parked on Torrence Street or Box Oak Court which are public streets not within the jurisdiction of the Association.

B. Two or more motorcycles or a motorcycle and a small car may be parked in a single parking space provided they do not interfere with the use of an adjacent parking space assigned to another owner or extend into or block all or a portion of the traffic lanes.

IX. Recreational Vehicle Parking.

A. Old Mill contains no separate parking area for recreational vehicles such as motor homes, boats and trailers. In accordance with the Association Governing Documents, recreational vehicles may not be parked in the residential parking areas of Old Mill. Recreational vehicles stored or parked on Box Oak Court or Torrence Street, which are public streets not within the jurisdiction of the Association, are subject to being towed by the Fairfax County Police as abandoned or unattended vehicles.

B. The Association recommends that residents store their recreational vehicles at one of the County recreational vehicle storage lots. The nearest lot to Old Mill is at Burke Lake Park. Contact the Fairfax County Park Authority for further information.

X. Vehicle Operation.

A. The laws of the Commonwealth of Virginia and Fairfax County apply to the operation of vehicles within Old Mill. All drivers must have a valid driver's license as required by the Commonwealth of Virginia and observe the rules of the road as contained in the laws of the Commonwealth of Virginia.

B. No vehicle may be driven in Old Mill in excess of 15 miles per hour.

XI. Enforcement. (Article XVII Section 9).

A. The Association will authorize a towing company to come on Association property and remove vehicles parked in or blocking access to the assigned parking spaces of others without permission and to remove vehicles parked in violation of the Association rules and regulations or in violation of the laws of the Commonwealth of Virginia or Fairfax County.

B. If a vehicle is parked in violation of the Association's Governing Documents, the vehicles will be towed from the community and stored at the vehicle owner's expense in accordance with Fairfax County law. The name, telephone number, charges, and procedures of the towing company are set for in Appendix and will be contained on appropriate signage, as required under Fairfax law. A.

C. Vehicles parked in violation of the Association's Governing Documents or in violation of the laws of the Commonwealth of Virginia or Fairfax County are subject to being towed from the community and stored at the vehicle owner's expense in accordance with Fairfax County law. Except for vehicles parked in or blocking the assigned parking space of a resident without permission, only Association Board Members are permitted to authorize the towing of vehicles parked in violation of other

provisions of Association regulations and the laws of the Commonwealth of Virginia and Fairfax County.

D. Except for vehicles causing immediate damage to Association property, vehicles posing an immediate safety hazard, vehicles parked on the common area outside the designated parking spaces, vehicles double parked as defined in Article XVII Section 6 (g) or vehicles parked in violation of Article XVII Section 6 (h), which may be towed or otherwise removed immediately from Association property, the Association shall give due notice of the Association's intent to remove and store a vehicle at the vehicle owner's expense by placing a notice on the vehicle stating the nature of the violation and the date after which the vehicle shall be subject to towing. In such cases the Association shall allow a minimum of 24 hours for the owner of the vehicle to correct the violation prior to removing the vehicle. The Association shall follow procedures for towing and storage as provided by law.

E. Residents may authorize the towing from Association property ONLY those vehicles which are parked in or blocking access to their assigned parking spaces without their permission. It is the responsibility of the resident concerned to contact the towing company and authorize the company to tow such vehicles. If a vehicle is moved prior to the arrival of the tow truck, the resident who called should contact the towing company immediately to cancel the request. Fairfax County law requires that the Fairfax County Police Department be notified when a vehicle is towed. Residents requesting towing must ensure that they or the towing company provide the police with a description of the vehicle, the location from which it was towed and the location to which the vehicle has been towed and stored. Usually, towing companies do this routinely. The Association does not assume responsibility or liability for vehicles towed at the request of a resident nor will Association Board Members, acting for the Association, contact the towing company on behalf of a resident to remove a vehicle parked in or blocking access to the assigned parking space of a resident.

F. Repeated offenses may subject the offender (and/or the owner of the property if the offender is a tenant) to legal action by the Association or another owner or resident in accordance with the Association's Governing Document and the laws of the Commonwealth of Virginia and Fairfax County. Residents who anticipate legal action against individuals who repeatedly park in their assigned parking spaces without permission should keep a record of the offenses (include pictures, witnesses, dates, times, license numbers, vehicle descriptions, etc).

G. If a resident wants to submit a claim against another individual for violation of the Association's Governing Document, the resident must submit a formal complaint in accordance with the Association's Policy Resolution Regarding Procedures Related to the Submission and Resolution of Complaints.

H. Violations of the Association's Governing Document and this Policy Resolution by tenants will be reported to the property owner for possible action under the terms of the lease.

I. Property owners are responsible for enforcing the Association's Governing Documents and this Policy Resolution with respect to their family members, tenants, or contract purchasers who reside on the property and guests who visit the property. Property owners must ensure that their tenants and contract purchasers are informed of the rules and regulations of the community and use only the two parking spaces assigned to the property by the Association. A property owner who repeatedly violates the parking regulations or permits his or her family, guests, tenants or contract purchasers who reside on the property to continue to violate these regulations without taking action to correct the situation, after having been duly notified by the Association of the violations, may become subject to legal action and sanctions in accordance with the Association's Governing Documents.

J. Individuals who cause damage to the streets or sidewalks or place unauthorized markings on the parking spaces will be liable for the costs of repairing the damage or removing the unauthorized markings.

K. Property owners are responsible for all costs incurred by the Association in enforcing these regulations in situations involving themselves, their family members, tenants, or contract purchasers who reside on the property or guests visiting the property. Any costs such as, but not limited to, towing charges, removing unauthorized markings and objects, street repair, attorney's fees and court costs, incurred by the Association in enforcing these regulations will be charged to the property owner concerned. Unless paid sooner, the charges will be added to and become a part of the assessment to which the property is subject and shall be a continuing lien upon the property subject to the same conditions for assessments and charges as provided for in the Covenants and Bylaws.

L. Any costs incurred by the Association in removing vehicles, objects or other material from an assigned parking space or repairing damage to an assigned parking space caused by the owner or his family members, tenants, or contract purchasers who reside on the property or guests who visit the property, or removing unauthorized markings from an assigned parking space, will be charged to the property owner to whom the parking space is assigned. Unless paid sooner, the charges will be added to and become a part of the assessment to which the property is subject and shall be a continuing lien upon the property subject to the same conditions for assessments and charges as provided for in the Covenants and Bylaws.

M. The Fairfax County Police are permitted to come on the Old Mill common parking area, which is private property belonging to the Association, and enforce the law concerning vehicles parked in the fire lanes designated by the Fairfax County Fire Marshal or enforce other violations of the law.

The effective date for the date of this Resolution shall be December 15, 2011.

OLD MILL COMMUNITY COUNCIL, INC.

Maureen Thompson, President

APPENDIX A

TOWING PROCEDURES

The Board of Directors has authorized the following towing company to come on Association property to remove vehicles which are parked in or blocking access to the assigned parking spaces of residents at the request of a resident and to remove vehicles from Association property, at the request of a Board Member, which are in violation of other provisions of the Association's Governing Documents or the laws of the Commonwealth of Virginia or Fairfax County:

Dominion Towing
8474 Terminal Road
Lorton, VA 22079
Telephone: 703-339-2400

The towing company provides 24 hour service, has insurance to cover damage to the vehicle while being towed or stored, and a secure storage area for the vehicle. The charges which the owner of the vehicle will incur, which must be paid in CASH, Visa or MasterCard ONLY are:

\$110.00 - Towing Charge during regular business hours M-F 9am-5pm

\$125.00 – Towing Charge during non-regular business hours

\$ 25.00 - Storage Charge per Day

CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE!

Note that these charges due and owing to Dominion Towing are in addition to any monetary charges and/or costs potentially due and owing to the Association.

The towing company's business hours are 9:00 AM - 5:00 PM, Monday thru Friday, except holidays. The full storage charge is effective for the day the vehicle is towed and for any portion of subsequent days.

Residents are responsible for calling the towing company to authorize the towing of vehicles parked in or blocking access to their assigned parking spaces.

You should provide to the towing company your name, address, telephone number, description and license number of the vehicle to be towed, and the location of the vehicle to be towed (name of court and parking space number).

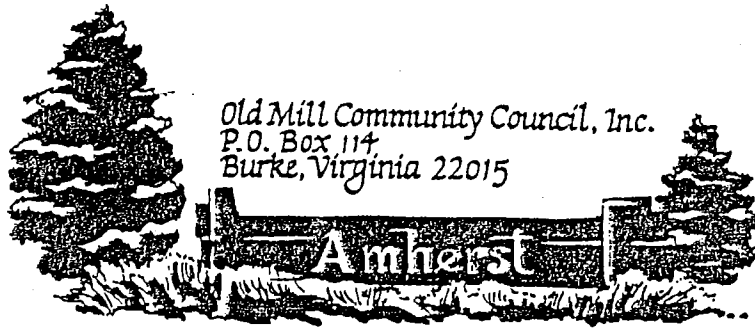
If a vehicle is moved before the tow truck arrives, you should call the towing company immediately to cancel the request.

The towing company requires that the resident requesting the towing, sign the company's authorization form and verify the existing condition or damage to the vehicle prior to towing.

Fairfax County law requires that the Fairfax County Police Department be notified when a vehicle is towed and provide a description of the vehicle, license number, location from which the vehicle was towed and the location at which the vehicle is being stored.

Although not required by regulation, the Board of Directors recommends that you make a reasonable effort to locate the owner of a vehicle prior to having a vehicle towed. If it is not late at night or the weather is not bad, you should knock on nearby doors to locate the owner of the vehicle. If it is late at night, or the weather is bad, or the owner cannot be found or refuses to move the vehicle or if the owner, disregarding the rules of the Association and rights of others, repeatedly parks in your assigned parking space, then it is reasonable to have the vehicle towed, if you so desire.

You should not park in the assigned parking space of others without permission when your own parking space is blocked. This will make your vehicle subject to being towed.



Policy Memo 2-89

September 7, 1989

DELINQUENT ACCOUNTS COLLECTION PROCEDURES

To comply with the Virginia Property Owners' Association Act and to secure debts owed the Association, the following actions will be taken by the Association to collect assessments/charges:

- A Statement of Account with the amount due will be sent to each owner at the beginning of each quarter.

- If not paid within thirty (30) days of the due date, a Late Notice Statement of Account with delinquent amount due and a \$15.00 Late Fee added will be sent.

- Interest will be added to the next Quarterly Statement of Account.

- A Delinquency Notice will be included in the next Quarterly Statement of Account for accounts which are one quarter delinquent.

- If not paid within thirty (30) days of the due date:

- a Late Notice Statement of Account with delinquent amount due and a \$15.00 Late Fee added will be sent.

- a certified letter, return receipt requested, will be sent notifying the owner that the account is two quarters delinquent and that a lien will be filed on the property after the first day of the following month if the delinquency is not paid.

- If the delinquency is not paid, a lien will be filed on the property. All costs of filing and releasing the lien, including attorney's fees, will be added to the lien.

- Interest will be added to the next Quarterly Statement.

- If the delinquency has not been paid by the beginning of the next quarter, the above procedures will be repeated every two quarters until the delinquency is paid.

Policy Memo 2-89

September 7, 1989

DELINQUENT ACCOUNTS COLLECTION PROCEDURES - AMHERST

- The Association has two years in which to foreclose the lien or file suit. Each case will be evaluated on its own merits as to when to foreclose the lien or file suit.

The Board of Directors reserves the right to modify the above procedures to secure debts owed the Association in unusual circumstances, such as, but not limited to, bankruptcies, bad checks, accounts which are more than two quarters delinquent or other factors, which, in the opinion of the Board of Directors, reasonably indicate that payment of the account may be at risk.

Method of Payment for Delinquent Accounts.

- No regular personal check will be accepted for payment on an account which is delinquent for two or more quarters when the owner has received a certified letter notifying him that the Association will file a lien if the delinquency is not paid. Owners must use a certified check or money order or other form of guaranteed payment.

- No regular personal check will be accepted for payment to release a lien. Owners must use a certified check or money order or other form of guaranteed payment.

OLD MILL COMMUNITY COUNCIL, INC.

POLICY RESOLUTION NO. 7

(Procedures Related to the Submission and Resolution of Complaints)

WHEREAS, Section VIII, Section 1(c) of the Association's Amended and Restated Bylaws ("Bylaws") grants the Board of Directors with all of the powers and duties necessary for the administration of the affairs of the Association, except those matters which the applicable law or the Bylaws require the Owners to do; and

WHEREAS, the Association often receives complaints, both written and oral, from the Association's membership and residents regarding alleged violations of the Governing Documents; and

WHEREAS, for the benefit and protection of all Owners, the Board deems it desirable to formally adopt a policy resolution requiring all complaints to be submitted to the Association's Board of Directors using a standard form and establishing reasonable procedures governing the resolution of these complaints so as to comply with the requirements of the Governing Documents and Virginia law.

NOW THEREFORE, BE IT RESOLVED THAT the Board duly adopts the following complaint resolution and administration procedures:

1. The Association is only required to act on verbal or written complaints submitted to the Association's Board of Directors or Board-witnessed violations, in accordance with the procedures set forth in this Resolution. In the case of verbal complaints, the Board shall only act on verbal complaints after the complainant subsequently completes and submits to the Association a complaint form in accordance with the procedures set forth in this Resolution.
2. In order to properly submit a formal complaint upon which the Association will act, all residents, unit owners and any other party must submit a written complaint on the form attached hereto as Exhibit A to the Association's Board of Directors.
3. All complaint forms shall be sent either via United States Postal Service mail, or hand-delivery using the following information, unless otherwise advised and requested in writing by the Association's Board:

Old Mill Community Council, Inc.
c/o Maureen Thompson, Board President
P. O. Box 114
Burke, Virginia 22009

4. All complaint forms shall include the following information or shall be deemed invalid, at the Board's sole discretion:
 - 1) The name and address of the complainant;
 - 2) The nature of the alleged violation;
 - 3) The time, date and place of the alleged violation;
 - 4) The name and address of the suspected violator, if known;

- 5) Any other information the complainant deems relevant for the Board's review;
 - 6) A statement explaining why any of the above-referenced information was not included in the written complaint, if necessary;
 - 7) The signature of the complainant.
5. Owners, residents or other parties are permitted to submit a complaint alleging violations of the Association's Declaration, Bylaws, rules or regulations, Policy Resolutions, (collectively "Governing Documents"), or applicable provisions of Virginia Law that specifically govern the actions of the Association or management and over which the Virginia Common Interest Community Board or the Common Interest Community Ombudsman have jurisdiction.
 6. The Association shall provide written acknowledgement of a valid complaint form within seven (7) calendar days of receipt. Such acknowledgement shall be hand-delivered or mailed by registered or certified mail, return-receipt requested, to the complainant at the address provided, or by electronic means provided that the sender retains proof of electronic delivery.
 7. The Association shall maintain a record of all valid complaint forms for no less than three (3) years from the date that the Association takes action on said complaint.
 8. Upon receipt of a valid complaint form, the Association shall take such appropriate action to investigate and resolve the complaint, in accordance with those due process procedures set forth in the Association's Governing Documents, and the Virginia Property Owners' Association Act.
 9. The Association's Board may contact a complainant via electronic or written communication, to resolve any ambiguities or request additional information related to the written complaint form. If the requested information is not provided to the Association within ten (10) calendar days, the Association may issue its final decision on the complaint without the requested information.
 10. The complainant may contact the Association in writing, via the same methods of communication required for submission of the complaint form in Paragraph 3, to follow-up on the status of a complaint. All complainants should refrain from contacting the Association via telephone to follow-up on a complaint.
 11. Notice of the date, time and location where the matter will be considered by the Association shall be sent to the complainant within twenty-one (21) calendar days of receipt of the formal complaint. Such notice shall be hand-delivered or mailed by registered or certified mail, return-receipt requested, to the complainant at the address provided. Notice will be provided to the complainant via certified mail or hand-delivery at least 14 days in advance of the hearing date.
 12. The Association shall provide written notice of the final determination regarding the complaint within seven (7) calendar days from the date on which a final determination is made. Such notice shall contain specific citations to applicable Association Governing Documents, laws or regulations that led to the final determination. Such notice shall be hand-delivered or mailed by registered or certified mail, return-receipt requested, to the complainant at the address provided. The Board's determination regarding the complaint shall be final and no appeal process is available to the complainant.

13. The Association shall advise all complainants via the Association's authorized complaint form and the Association's final determination notice, of their right to provide notice of any final adverse decisions rendered by the Association to the applicable Office of the Common Interest Community Ombudsman within thirty (30) days of the date of the final adverse decision. The name, address and telephone number of the office to which notice should be directed, shall be included on the authorized complaint form and the final determination notice as approved by the Board of Directors.
14. If requested by the Director of the Common Interest Community Board or the Office of the Common Interest Community Ombudsman, the Association shall provide documentation and/or information pertaining to the complaint within fourteen (14) calendar days. If the Association fails to comply with the request from the Office of the Common Interest Community Ombudsman, it shall be subject to penalties established by the legislature.
15. The Association holds Owners legally responsible for ensuring that the residents of their household, and their tenants, guests or invitees comply with the Association's Governing Documents.

The effective date of this Resolution shall be 11/7/12, 2011.

OLD MILL COMMUNITY COUNCIL, INC.

By: 

Maureen Thompson, President

Name and address of persons that are the subject of complaint: _____

Please explain why any of the requested information was not provided, if necessary: _____

Please deliver your complaint via United States Postal Service Mail, or hand-delivery to the Association using the following information:

Old Mill Community Council, Inc.
c/o Maureen Thompson, Board President
P. O. Box 114
Burke, Virginia 22009

Be advised, the Association may elect not to take action on any complaint which does not include the requested information on this form.

Upon receipt of your completed complaint form, the Association will begin investigation of your complaint. The Association will maintain a record of your valid complaint form for up to three (3) years from the date upon which it takes action to resolve your complaint.

Please do not contact the Association's Board of Directors via telephone to check the status of your complaint.

Instead, you may contact the Association in writing via United States Postal Service mail or hand-delivery using the above-referenced contact information.

Please note, the Office of the Common Interest Community Ombudsman ("Office"), is a governmental body, which may assist you in using the complaint procedures set forth in the Association's governing documents, as well as the Virginia Property Owners' Association Act. In accordance with the Common Interest Community Board's ("CIC Board") rules and procedures and Va. Code § 55-530, you may give notice to the CIC Board of any final adverse decision which your Association may make regarding your complaint within thirty (30) days of the date of the final adverse decision. For more information or to submit a complaint to the Common Interest Community Ombudsman, please contact the Office of the Common Interest Community Ombudsman at:

Department of Professional and Occupational Regulation
9960 Maryland Drive
Suite 400
Richmond, Virginia 23233-1463

Phone: 804-367-2941
Email: CICombudsman@dpor.virginia.gov

Signature: _____

Date: _____

To be completed by Association representative only

Received by: _____

Title: _____

Date: _____

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held _____.

Motion by: Andrew Seconded by: Mike

VOTE:

	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	X			
<u>[Signature]</u> Vice President	X			
_____ Treasurer				
<u>[Signature]</u> Secretary	X			
<u>[Signature]</u> Director	X			
<u>[Signature]</u> Director	X			
<u>[Signature]</u> Director	X			
<u>[Signature]</u> Director	X			
<u>[Signature]</u> Director	X			

ATTEST:

Secretary

Date

Resolution effective: _____, 2011.

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed or hand-delivered to the members of the Old Mill Community Council, Inc. on this _____ day of _____, 2011.

By:

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