

Chatham Landing HOA

Important Information



FirstService
RESIDENTIAL

PREPARED EXCLUSIVELY FOR:

**609 Shaw Ct
Fredericksburg, VA 22405**

Chatham Landing HOA

Disclosure Documents



FirstService
RESIDENTIAL

PREPARED EXCLUSIVELY FOR:

**609 Shaw Ct
Fredericksburg, VA 22405**



FirstService Residential
 11351 Random Hills Road, Suite 500
 Fairfax, VA 22030
 (703) 385-1133 • Fax: (703) 591-5785



Certificate for Virginia HOA Resale

AS-A35412

Chatham Landing HOA

This certificate has been prepared on August 16, 2018
 on behalf of Norman Siefferman and Sara Siefferman, owner(s) of
 609 Shaw Ct, Fredericksburg, VA 22405

All fees and costs for the Resale Certificate or Association Disclosure Packet shall be the personal obligation of the unit owner or lot owner and shall be an assessment against the unit or lot and collectible as any other assessment in accordance with the provisions of the condominium instruments or declaration, as applicable and 55-79.83 or 55-516, as applicable, if not paid at settlement or within 60 days of the delivery of the Resale Certificate or Association Disclosure Packet, whichever occurs first.

This disclosure statement is provided pursuant to Section 55-509.5 of the Virginia Property Owners' Association Act. The Association shall deliver, within 14 days after receipt of a written request and instructions by a seller or his authorized agent, an association disclosure packet as directed in the written request. The information contained in the association disclosure packet shall be current as of the date specified on the association disclosure packet.

Any owner, either as seller or purchaser, should review carefully this Certificate of HOA Resale, including the statements contained herein and all associated documents enclosed. Please consult with your real estate agent or attorney pertaining to any specific questions or concerns.

1. The name of the Association and, if incorporated, the state in which the Association is incorporated and the name and address of its registered agent in Virginia:

Name of Association: **Chatham Landing HOA**
 If Incorporated, State of Incorporation: **VA**
 Name of Registered Agent: **R. Scott Pugh**
 Address of Registered Agent: **9108 Courthouse Road, Spotsylvania, VA 22553**

2. A statement of any expenditure of funds approved by the Association or the Board of Directors which shall require an assessment in addition to the regular assessment during the current or the immediately succeeding fiscal year:

AT THIS TIME, THERE ARE NO APPROVED FUND EXPENDITURES THAT REQUIRE AN ASSESSMENT BEYOND THE REGULAR ASSESSMENT.

3. A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association, together with any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition and maintenance of the lot and to the right of use of common areas, and the status of the account:

Assessment: **\$211.00 due Quarterly on the 1st day of the payment period**
 Prepayment of Assessments: **\$211.00 amount due from buyer at closing, payable to Chatham Landing HOA.**
 Interest per Annum: **8% per annum is imposed on payments not paid within 30 days.**
 Resale Disclosure Fee: **\$250.00 Fee. Payment received.**
 Post-Closing Account Setup Fee: **\$50.00 (Must be a separate check, payable to FirstService Residential)**

The following amount is the balance for the lot as of 08/15/18:

Total balance: (\$198.06) \$0.00 balance due with a credit of \$198.06



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Certificate for Virginia HOA Resale (continued)

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4. A statement of whether there is any other entity or facility to which the lot owner may be liable for fees and other charges:

NO PORTION OF THIS ASSOCIATION IS PART OF ANY OTHER ENTITY OR FACILITY TO WHICH THE UNIT OWNER IS LIABLE FOR FEES OR OTHER CHARGES.

5. The current reserve study report or summary thereof, a statement of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the Board of Directors for a specified project:

The Board of Directors has the discretion to spend reserve funds for specific projects as the need arises. Such expenditures (example: asphalt street repairs) are not normally placed before the membership for discussion, but are a part of the regular business operations of the community. Any prospective purchaser can inquire with the management agent of Board of Directors to ascertain any immediately pending projects within the community that would require the use of reserve funds. The current status and amount of all reserve for replacement funds are itemized in the most recent fiscal year audit report enclosed.

SEE ENCLOSED BUDGET, FINANCIAL STATEMENTS AND RESERVE STUDY.

6. A copy of the association's current budget or a summary thereof prepared by the association, and a copy of its statement of income and expenses or statement of its financial position (balance sheet) for the last fiscal year for which such statement is available, including a statement of the balance due of any outstanding loans of the association.

SEE ENCLOSED BUDGET AND FINANCIAL STATEMENTS.

7. A statement of the nature and status of any pending suit or unpaid judgment to which the Association is a party which either could or would have a material impact on the Association or its members or which relates to the lot being purchased:

Unless indicated below, there are no pending suits or judgments other than delinquent account in collection cases. Delinquent homeowners' accounts are in various stages of legal action including but not limited to demand letters, liens, acceleration and lawsuits. The delinquency list of the Association is reflective of the past due accounts as of a specific date, and is subject to change. Whether the accounts receivable listing is of material impact on the association of the owners is a subjective issue. Any owner or prospective purchaser may inquire with the association or management agent for more details.

NONE NOTED AT THIS TIME.

8. A statement setting forth what insurance coverage is provided for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner:

The Association provides insurance coverage as required by the declaration, articles of incorporation, and bylaws. Copies of the policies are available for inspection, or information is obtainable from the following insurance agent(s):

Insurance Company:	Welch, Graham & Ogden Insurance, Inc
Agent:	Kathy Vincent
Address:	7723 Ashton Avenue Manassas, Virginia 20109
Phone:	(703) 530-1300
Fax:	(703) 530-9994

MEMBERS SHOULD OBTAIN THEIR OWN INSURANCE COVERAGE ON THEIR LOTS AND HOMES.



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Certificate for Virginia HOA Resale (continued)

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9. A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto are or are not in violation of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any, of the association:

UPON INSPECTION OF THIS PROPERTY, NO VIOLATIONS OF THE GOVERNING DOCUMENTS WERE NOTED, AND THERE ARE NO WRITTEN NOTICES OF VIOLATION OF THE GOVERNING DOCUMENTS FOR THIS ADDRESS IN OUR FILES AS OF THIS DATE.

10. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale:

NO SIGN OR BILLBOARD MAY BE DISPLAYED TO PUBLIC VIEW ON ANY PORTION OF THE PROPERTY OR LOT, EXCEPT FOR SUCH SIGNS ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SECURITY SIGNS. NO SIGN IS TO EXCEED ONE SQUARE FOOT IN SIZE

11. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot including, but not limited to reasonable restriction as to the size, place and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag:

NONE NOTED AT THIS TIME.

12. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property:

N/A

13. A copy of the Association's declaration, articles of incorporation, bylaws, resolutions, and any rules and regulations or architectural guidelines adopted by the Association:

SEE ENCLOSED DOCUMENTS.

14. A copy of any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet:

SEE ENCLOSED DOCUMENTS.

15. A copy of the notice given to the lot owner by the association of any current or pending rule or architectural violation:

N/A

16. A copy of the fully completed form developed by the Common Interest Community Board pursuant to Sec. 54.1-2350:

SEE ENCLOSED DOCUMENTS.



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Certificate for Virginia HOA Resale (continued)

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Chatham Landing HOA

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609 Shaw Ct, Fredericksburg, VA 22405**

17. Certification that the association has filed with the Common Interest Community Board the annual report required by §55-516.1, which certification shall indicate the filing number assigned by the Common Interest Community Board, and the expiration date of such filing:

THE ASSOCIATION HAS FILED WITH THE DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION OF THE COMMONWEALTH OF VIRGINIA. THE ASSOCIATION'S LICENSE NUMBER IS 0550000172. THE LICENSE IS RENEWED ON AN ANNUAL BASIS WITHIN THE MONTH PRIOR TO THE ANNUAL ASSOCIATION MEETING. THE EXPIRATION DATE IS: 12/31.

18. A statement indicating any known project approvals currently in effect issued by secondary mortgage agencies:

THERE ARE NO KNOWN APPROVALS IN EFFECT.

19. In compliance with the requirements set forth in the Common Interest Community Board form developed in accordance with 54.1-2350 a copy of the association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50 shall be enclosed with this packet.

SEE ENCLOSED DOCUMENTS.

This disclosure packet was prepared by the Association on 08/16/18.

FirstService Residential

Failure to receive copies of an association disclosure packet shall not excuse any failure to comply with the provisions of the declaration, articles of incorporation, bylaws, or rules or regulations. The disclosure packet shall be delivered in accordance with the written request and instructions of the seller or his authorized agent, including whether the disclosure packet shall be delivered electronically or in hard copy and shall specify the complete contact information for the parties to whom the disclosure packet shall be delivered. The disclosure packet required by this section, shall not, in and of itself, be deemed a security within the meaning of § 13.1-501.



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Acceptance of Resale Documents from WelcomeLink

Resale No.: AS-A35412

Owner Name: Norman Siefferman & Sara Siefferman
Community Name: Chatham Landing HOA
Address: 609 Shaw Ct
Fredericksburg, VA 22405

Requester Name: Susan Williams
Requester Phone: 5407759710

Date Received at FirstService: _____

First Attempt to Contact Requester: _____

Second Attempt (if necessary): _____

Retrieved by:

Print Name

Signature

Date

**THESE DOCUMENTS ARE TO BE HELD AT FIRSTSERVICE UNTIL THEY ARE
RETRIEVED BY THE REQUESTER OR OWNER**

Chatham Landing HOA

Disclosure Packet Notice



FirstService
RESIDENTIAL

Commonwealth of Virginia
Common Interest Community Board
Department of Professional and Occupational Regulation



Post Office Box 29570
Richmond, Virginia 23242-0570
(804) 367-8510
cic@dpor.virginia.gov
www.dpor.virginia.gov

Common Interest Community Board PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET NOTICE

Section 54.1-2350 of the *Code of Virginia* requires that this form accompany disclosure packets issued pursuant to § 55-509.5 of the *Code of Virginia*.

The lot being purchased is in a development subject to the Virginia Property Owners' Association Act ("Act"). Properties subject to the Act are considered "common interest communities" under the law. Owning and living in a community governed by a common interest community association has benefits and obligations. Upon accepting title to a lot within a community governed by a common interest community association, membership in the property owners' association ("association") is mandatory and automatic. The Act specifies the contents of the **disclosure packet**, and fees that may be charged for preparation and distribution of the disclosure packet.

In addition to information provided in the disclosure packet, the following are important considerations when purchasing a lot in a community governed by an association.

Assessments

Each owner is responsible for and obligated to pay regular assessments and, if applicable, other assessments, including special assessments, and other mandatory fees to ensure that the association's financial requirements are met. Assessments are mandatory, imposed by the association for expenses incurred for maintenance and services provided for the benefit of some or all of the lots, reserves for future expenditures, the maintenance, repair, and replacement of the common area, insurance, administrative expenses, and other costs and expenses established in the governing documents. Failure or refusal to pay assessments and any other mandatory fees may result in imposition of late fees, interest, costs and attorney fees, recordation of a lien, filing a lawsuit and obtaining judgment against the lot owner, foreclosing on the lot to enforce the lien, and other actions permitted by the governing documents and the Act.

Declaration and Other Governing Documents

Governing documents typically include a declaration, plats, articles of incorporation, bylaws, rules and regulations, and architectural standards or guidelines ("governing documents"). The governing documents, association policies, and other information contained in the disclosure packet describe the basis for living in a community governed by a common interest community association. The form of governance, nature and scope of services, as well as limitations on property use are addressed in the governing documents, and association policies.

Owners have the responsibility, among other things, to comply with the restrictive covenants and association policies that outline what owners may and may not do on lots and common area. Use of common area, financial obligations of owners and other rights, responsibilities and benefits associated with ownership in a common interest community are subject to the provisions of governing documents and association policies. Some decisions are made by the association board of directors, while other decisions are reserved to a vote of association members. Failure to comply with the governing documents and

This form was developed by the Common Interest Community Board in accordance with § 54.1-2350 of the Code of Virginia and is to accompany the association disclosure packet required by § 55-509.5 of the Code of Virginia. Effective 07/01/2018

association policies may result in monetary penalties, a lien against the lot, suspension of certain privileges, and legal action against the lot owner.

Limitations

The governing documents and association policies may establish limitations affecting use of individual lots and the common area. While the limitations applicable to each association may vary from community to community, § 54.1-2350 of the Code of Virginia makes particular reference to the following. The governing documents and association policies may establish:

- Limitations on an owner’s ability to rent the lot.
- Limitations on parking and storage of certain types of motor vehicles and boats within the community.
- Limitations on maintenance of pets on a lot or in common areas.
- Limitations on operation of a business within a dwelling unit on a lot.
- Architectural restrictions applicable to an owner’s lot.
- The period or length of time that the declarant (developer) may control membership on the board, make decisions on behalf of the association, and therefore operate the association. This period is often referred to as the *declarant control period*. At the conclusion of the declarant control period, control of the association is transferred to the members.

This list does not represent all limitations that may affect lots within the common interest community.

Important Notice for Purchasers

The contract to purchase a lot within a community governed by a common interest community association is a legally binding document. The purchaser may have the right to cancel the contract after receiving the disclosure packet.

Information provided in this form is a summary of select matters to consider when purchasing a lot in a community governed by a common interest community association but should not be relied upon exclusively to understand the character and nature of the community and association.

The purchaser is responsible for examining the information contained in and provided with the disclosure packet. The purchaser shall carefully review the entire disclosure packet. The purchaser may request an update of the disclosure packet.

The contents of the disclosure packet control to the extent that there are any inconsistencies between this form and the disclosure packet.

The Disclosure Packet must include the following:

- 1 Association name, and if incorporated, the state of incorporation and the name and address of its registered agent in Virginia;
- 2 A statement of any expenditures of funds approved by the association or the board of directors that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year;
- 3 A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association, together with any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition, and maintenance of the lot and to the right of use of common areas, and the status of the account;
- 4 A statement of whether there is any other entity or facility to which the lot owner may be liable for fees or other charges;
- 5 The current reserve study report or summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund allocated by the board of directors for a specified project;
- 6 A copy of the association's current budget or a summary thereof prepared by the association, and a copy of its statement of income and expenses or statement of its financial position (balance sheet) for the last fiscal year for which such statement is available, including a statement of the balance due of any outstanding loans of the association;
- 7 A statement of the nature and status of any pending suit or unpaid judgment to which the association is a party and that either could or would have a material impact on the association or its members or that relates to the lot being purchased;
- 8 A statement setting forth what insurance coverage is provided for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- 9 A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto, are or are not in violation of any of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any, of the association;
- 10 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
- 11 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including but not limited to reasonable restrictions as to the size, place, and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- 12 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property;
- 13 The current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- 14 Any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet;
- 15 The notice given to the lot owner by the association of any current or pending rule or

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architectural violation;

- 16 A copy of the fully completed form developed by the Common Interest Community Board pursuant to § 54.1-2350;
- 17 Certification that the association has filed with the Common Interest Community Board the annual report required by §55-516.1, which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such filing;
- 18 A statement indicating any known project approvals currently in effect by secondary mortgage market agencies; and
- 19 The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.



Assessment Payment Options

Please Review Carefully



ClickPay—Owners can logon to Click**Pay** via the FirstService Residential website www.fsresidential.com, the association's FSRConnect® page, or directly at www.clickpay.com/firstservice. Through Click**Pay**, owners may make one-time or recurring e-check or credit card payments (Visa, Master Card, Discover, American Express) online or over the phone (1-888-354-0135). E-check payments are processed at no charge to the owner. Payments made by e-check before 9:00PM EST on any given business day will debit from a bank account and settle the following business day. Payments made by debit or credit card can take 3-4 business days to settle depending on the date/time of the payment and the type of card. Processing fees apply for all credit card payments.

- Full Amount Due: Any balance on your account will be paid.
- Full Amount Due with Max: Any balance on your account, up to the max you set will be paid, it is the **homeowner's responsibility** to update payment information as necessary.
- Recurring Charges (Our Direct Debit program): Only your regular monthly charges will be paid (assessments, parking, utilities, etc.)
- Flat Fee: When assessments change, it is the **homeowner's responsibility** to update payment information.



Lockbox—Payments can be made by check or money order, payable to your Association, and mailed to the lockbox post office box (**P.O. Box 11983 Newark, NJ 07101-4972**) with a payment coupon. Payment coupons are mailed to all owners that are not signed up for Automatic Debit at the beginning of each association's fiscal year. **When assessments change it is the homeowner's responsibility to update payment information.**



Bank Billpay—Some owners may choose to pay their assessments using their own personal online bill paying service. FirstService Residential's lockbox provider, has partnered with several online bill pay service clearing houses, such as Fiserv and RPPS, to be able to receive these payments electronically, as opposed to via paper check. There is a 72 business hour processing time for these payments. If your financial institute does not work with one of our partnered clearing houses, or the bill pay vendor is not set up correctly, your payment will be mailed to our lockbox as a manual check from your bank's third party clearing house therefore processing time may be longer. **When assessments change it is the homeowner's responsibility to update payment information.**

Reminder—Assessment payments should not be accepted onsite due to the fact they are processed as of the date of receipt at the bank or in the Accounting Department. Also, cash cannot be accepted at the FirstService Residential offices or at onsite offices for assessments or other income.



Attention New Owners

IMPORTANT BILLING NOTICE

On behalf of our entire staff, it is with great pleasure that we welcome you to your new home. As a new owner, we ask that you please review the following information on how we accept your assessments.

Make Your Payments Online

As the **preferred way** of accepting payments, we invite you to set up automatic or one-time payments online through our provider, **ClickPay**. Payments can be made online for **FREE** by e-check (ACH) from your bank account or by all major credit cards for a nominal fee.

To get started, visit:

www.ClickPay.com/FirstService

- 1 Click **Register** and create your online profile with ClickPay
- 2 **Link Your Home** using the account number found on your first statement or coupon
- 3 Select your preferred **Payment Option** (e-check for **FREE** or credit card for a nominal fee)
- 4 Set up **Automatic Payments** or click **Pay Now** to make one-time payments



Owner Benefits

- ✓ Pay by e-Check (ACH) for **FREE!**
- ✓ Pay by All Major Credit Cards
- ✓ Set Up Automatic Payments
- ✓ View Your Payment History

Owner Support

For help with online payments, please contact **ClickPay** online by visiting **www.ClickPay.com/GetHelp** or call **1.888.354.0135 (option 1)**.

Thank you for your attention and welcome!

Michael Mendillo
President, East | FirstService Residential

Chatham Landing HOA

Forms



FirstService
RESIDENTIAL

CHATHAM LANDING HOMEOWNER'S ASSOCIATION

Use of Facilities Agreement

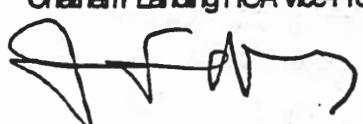
This document is a good faith agreement between the Chatham Landing Homeowner's Association and the residents of 102 Shaw Court, Fredericksburg, VA 22405-2667. This document states the terms of the agreement for the Association's use of water from 102 Shaw Court for an Association owned underground sprinkler system. This sprinkler system will be used to provide water to plants and grass in the Association's common areas. 102 Shaw Court was chosen for the sprinkler system connection to minimize installation costs because of the lot's proximity to the areas being watered.

1. The residents of 102 Shaw Court agree to allow the connection of the Association's underground sprinkler system. The residents of 102 Shaw Court agree to allow access into their residence at 102 Shaw Court in order to accomplish the installation and agree to not interfere with the operation of the sprinkler system.
2. The Chatham Landing HOA agrees to cover the cost of installation of the sprinkler system and the cost of tapping into the water supply at 102 Shaw Court.
3. The Chatham Landing HOA agrees to pay for any damages incurred to the residence at 102 Shaw Court by the installation of the sprinkler system and the tapping into of the water supply.
4. The residents of 102 Shaw Court agree to allow a representative of the Association to have access to the sprinkler system controls for maintenance and control of the sprinkler system. The representative of the Association will be required to arrange a convenient time for the residents of 102 Shaw Court. This access will not be on a regular Basis, just on a sporadic as needed basis.
5. The Chatham Landing HOA agrees to pay each month a portion of the water bill for 102 Shaw Court for each month the sprinkler system is activated based on the following formula:
(Association Pays per Month)=(Total water bill for one month)-(Lowest one month water bill of previous year)
6. If the residents of 102 Shaw Court decide to cancel this agreement before January 1, 2000, The residents of 102 Shaw Court agree to pay a reconnection fee of not more than \$100 so the Association can connect the system to another household.
7. All parts of the sprinkler system installed by the Association remain the property of the Association.

Chatham Landing HOA Pres. 12/1/95

Chris E. Longway

Chatham Landing HOA Vice-Pres.

 12/3/95

Owner 102 Shaw Court

Angela L. Monroe 12/3/95

Co-Owner 102 Shaw Court

Edward J. Monroe 12/3/95

AGREEMENT

Agreement made this 8th day of March, 1995, by and between Chatham Home Owners Association ("Chatham") and Woodmont Health Care Center ("Woodmont").

It is mutually agreed that Woodmont did allow Chatham to dig a trench to the Woodmont electric line and to hook into the Woodmont line and the Woodmont relay timer in order for Chatham to access electricity for use in lighting a sign on their property.

This Agreement shall remain in force for the term of 1 year from the date first above written unless either party shall determine for any reason to cancel the Agreement with 30 days written notice or one day written notice for cause. upon the effective date of cancellation, Chatham shall be responsible to sever the Chatham line from the Woodmont line and to restore the property to as close to its original condition as possible.

Chatham shall pay to Woodmont the monthly sum of \$15.00 (hereinafter called rent), for the use of the Woodmont line and the wear and tear on the relay timer during the continuance of this Agreement payable in advance upon the signing of this Agreement and all subsequent payments made on the first day of each calendar month. Late payments shall be subject to an 18% per annum rate payment.

Woodmont shall accept no responsibility for any damage or destruction to Chatham's property or disruptions to Chatham's business caused by or as the result of the electrical hook-up.

Chatham shall indemnify Woodmont from all damage or destruction to property or disruption to Woodmont's business occasioned by Chatham's electrical hook-up to Woodmont's line.

Woodmont reserves the right to pass along, in a pro rata fashion, any increase in electrical charges levied by the Electric Company or to charge for any increased use by Chatham in their hours of usage of the sign.

Chatham shall make no alterations or additions to the use of Woodmont's electrical line without the prior written consent of Woodmont in each instance.

This Agreement constitutes the entire Agreement between Woodmont and Chatham.

Chatham Home Owners Association

By: Chas. E. Louisa
Homeowner's Assoc. President

Date: 3-8-95

By: Rebecca A. Richard
Administrator
Woodmont Health Care Center

Date: 3/9/95



Right of Way Agreement

COR 16-10-04

THIS RIGHT OF WAY AGREEMENT, is made and entered into this 24th day of May, 1994, by and between

Chatham Landing Homeowners Association, a Virginia Corporation

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own telephone, television and other communication purposes; for lighting purposes; and for the attachment of the wires and facilities of any other public service company, including but not limited to the right:

1.1. to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments, equipment.

Initials: _____

BOOK 887 PAGE 408

COMMONWEALTH OF VIRGINIA,
COUNTY OF STAFFORD, TO-WIT:

IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR THE
COUNTY OF STAFFORD, THE 12 DAY OF November, 1972
THE FOREGOING DEED of Easement WAS PRESENTED AND
WITH THE CERTIFICATE ANNEXED, ADMITTED TO RECORD AT 10:22
AM AND INDEXED, AFTER PAYMENT OF \$ TAX IMPOSED
BY 58.1-800., ET. SEQ.

TESTE:
THOMAS M. MONCURE, JR., CLERK

By: Mildred F. Kindrick Deputy Clerk



Right of Way Agreement

COR 16-10-04

accessories and appurtenances desirable in connection therewith; the width of said easement shall extend fifteen (15) feet in width across the lands of GRANTOR; and,

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said easement shall extend () feet in width across the lands of GRANTOR.

2. The easement granted herein shall extend across the lands of GRANTOR situated in Falmouth District, Stafford County, Virginia, as more fully described on Plat No. 42-94-0016, which is attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat, reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable.

4. GRANTEE shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by GRANTEE shall remain the property of GRANTOR.

5. For the purpose of exercising the rights granted herein, GRANTEE shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of GRANTOR. The right, however, is reserved to GRANTOR to shift, relocate, close or abandon such private

Initials: _____



VIRGINIA POWER

Right of Way Agreement

COR 16-10-04

roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences or other improvements outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences and below ground obstructions as long as said fences and below ground obstructions do not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE**'s exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the costs thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE** shall have the right to assign or transfer, without limitation, to any public service company or any part of the perpetual right, privilege and easement granted herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed and acknowledged by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: _____



Right of Way Agreement

COR 16-10-04

11. GRANTOR covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that GRANTOR is a corporation duly organized and existing under the laws of the state hereinabove mentioned and that he or she has been duly authorized to execute this easement on behalf of said corporation.

IN WITNESS WHEREOF, GRANTOR has caused its corporate name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

Corporate Name: Chatham Landing Homeowners Association

By: Roger D. Wittig
Its: President

State of

City/County of

The foregoing instrument was acknowledged before me this (Date)

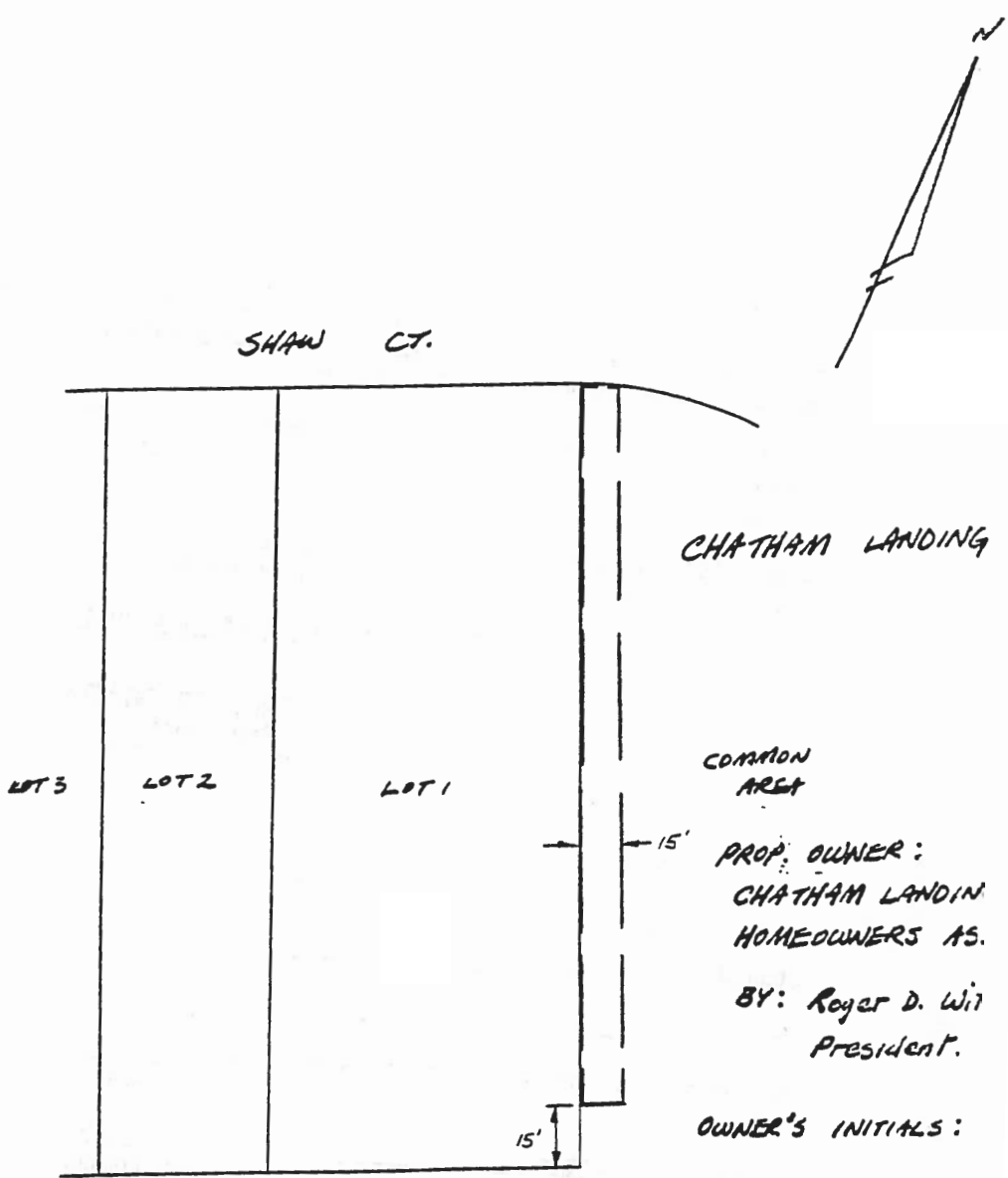
by Roger D. Wittig, President (Name of officer or agent) (Title of officer or agent)

of Chatham Landing Homeowners Association, Virginia (Name of corporation) (State of Incorporation)

corporation, on behalf of the corporation.

Notary Public

My commission expires:



Legend
 _____ Location of Boundary Lines of Right of Way

VIRGINIA POWER
 Virginia Electric and Power Company

**Plat to Accompany
 Right of Way Agree**

District	FREDERICKSBURG
District-Township-Borough	FALMOUTH
County-City	STAFFORD
Office	FREDERICKSBURG
Plat Number	42-94-0016
Estimate Number	42-401-00588
Grid Number	H0138EH



OWNER DIRECTORY FORM

In the event of an emergency situation, the need for a current list of names and telephone numbers of owners and renters in each community is critical. Please complete this form with the pertinent information and return it to FirstService Residential so that we may have this information on file. This information will only be used by FirstService Residential and/or the Association, should the need arise to contact you.

COMMUNITY NAME: _____

OWNER(S) NAME: _____

UNIT ADDRESS: _____

E-MAIL: _____

CO-OWNER E-MAIL: _____

MAILING ADDRESS: (IF DIFFERENT THAN UNIT ADDRESS)

PHONE NUMBERS: HOME _____ WORK _____

MOBILE _____

TENANT INFORMATION (IF APPLICABLE):

NAME(S): _____

PHONE NUMBERS: HOME _____ WORK _____

MOBILE _____

E-MAIL ADDRESS: _____

OWNER SIGNATURE: _____ DATE _____

Please return completed form to:
FirstService Residential
11351 Random Hills Rd., Suite 500
Fairfax, VA 22030
Ph 703.385.1133 Fax 703.591.5785
Email CustomerService.dcmetro@fsresidential.com



Assessment Payment Options

Please Review Carefully



ClickPay—Owners can logon to Click**Pay** via the FirstService Residential website www.fsresidential.com, the association's FSRConnect® page, or directly at www.clickpay.com/firstservice. Through Click**Pay**, owners may make one-time or recurring e-check or credit card payments (Visa, Master Card, Discover, American Express) online or over the phone (1-888-354-0135). E-check payments are processed at no charge to the owner. Payments made by e-check before 9:00PM EST on any given business day will debit from a bank account and settle the following business day. Payments made by debit or credit card can take 3-4 business days to settle depending on the date/time of the payment and the type of card. Processing fees apply for all credit card payments.

- Full Amount Due: Any balance on your account will be paid.
- Full Amount Due with Max: Any balance on your account, up to the max you set will be paid, it is the **homeowner's responsibility** to update payment information as necessary.
- Recurring Charges (Our Direct Debit program): Only your regular monthly charges will be paid (assessments, parking, utilities, etc.)
- Flat Fee: When assessments change, it is the **homeowner's responsibility** to update payment information.



Lockbox—Payments can be made by check or money order, payable to your Association, and mailed to the lockbox post office box (**P.O. Box 11983 Newark, NJ 07101-4972**) with a payment coupon. Payment coupons are mailed to all owners that are not signed up for Automatic Debit at the beginning of each association's fiscal year. **When assessments change it is the homeowner's responsibility to update payment information.**



Bank Billpay—Some owners may choose to pay their assessments using their own personal online bill paying service. FirstService Residential's lockbox provider, has partnered with several online bill pay service clearing houses, such as Fiserv and RPPS, to be able to receive these payments electronically, as opposed to via paper check. There is a 72 business hour processing time for these payments. If your financial institute does not work with one of our partnered clearing houses, or the bill pay vendor is not set up correctly, your payment will be mailed to our lockbox as a manual check from your bank's third party clearing house therefore processing time may be longer. **When assessments change it is the homeowner's responsibility to update payment information.**

Reminder—Assessment payments should not be accepted onsite due to the fact they are processed as of the date of receipt at the bank or in the Accounting Department. Also, cash cannot be accepted at the FirstService Residential offices or at onsite offices for assessments or other income.



Attention New Owners

IMPORTANT BILLING NOTICE

On behalf of our entire staff, it is with great pleasure that we welcome you to your new home. As a new owner, we ask that you please review the following information on how we accept your assessments.

Make Your Payments Online

As the **preferred way** of accepting payments, we invite you to set up automatic or one-time payments online through our provider, **ClickPay**. Payments can be made online for **FREE** by e-check (ACH) from your bank account or by all major credit cards for a nominal fee.

To get started, visit:

www.ClickPay.com/FirstService

- 1 Click **Register** and create your online profile with ClickPay
- 2 **Link Your Home** using the account number found on your first statement or coupon
- 3 Select your preferred **Payment Option** (e-check for **FREE** or credit card for a nominal fee)
- 4 Set up **Automatic Payments** or click **Pay Now** to make one-time payments



Owner Benefits

- ✓ Pay by e-Check (ACH) for **FREE!**
- ✓ Pay by All Major Credit Cards
- ✓ Set Up Automatic Payments
- ✓ View Your Payment History

Owner Support

For help with online payments, please contact **ClickPay** online by visiting **www.ClickPay.com/GetHelp** or call **1.888.354.0135 (option 1)**.

Thank you for your attention and welcome!

Michael Mendillo
President, East | FirstService Residential



FirstService Residential
 11351 Random Hills Road, Suite 500
 Fairfax, VA 22030
 (703) 385-1133 • Fax: (703) 591-5785



Certificate for Virginia HOA Resale

AS-A35412

Chatham Landing HOA

This certificate has been prepared on August 16, 2018
 on behalf of Norman Siefferman and Sara Siefferman, owner(s) of
 609 Shaw Ct, Fredericksburg, VA 22405

All fees and costs for the Resale Certificate or Association Disclosure Packet shall be the personal obligation of the unit owner or lot owner and shall be an assessment against the unit or lot and collectible as any other assessment in accordance with the provisions of the condominium instruments or declaration, as applicable and 55-79.83 or 55-516, as applicable, if not paid at settlement or within 60 days of the delivery of the Resale Certificate or Association Disclosure Packet, whichever occurs first.

This disclosure statement is provided pursuant to Section 55-509.5 of the Virginia Property Owners' Association Act. The Association shall deliver, within 14 days after receipt of a written request and instructions by a seller or his authorized agent, an association disclosure packet as directed in the written request. The information contained in the association disclosure packet shall be current as of the date specified on the association disclosure packet.

Any owner, either as seller or purchaser, should review carefully this Certificate of HOA Resale, including the statements contained herein and all associated documents enclosed. Please consult with your real estate agent or attorney pertaining to any specific questions or concerns.

1. The name of the Association and, if incorporated, the state in which the Association is incorporated and the name and address of its registered agent in Virginia:

Name of Association: **Chatham Landing HOA**
 If Incorporated, State of Incorporation: **VA**
 Name of Registered Agent: **R. Scott Pugh**
 Address of Registered Agent: **9108 Courthouse Road, Spotsylvania, VA 22553**

2. A statement of any expenditure of funds approved by the Association or the Board of Directors which shall require an assessment in addition to the regular assessment during the current or the immediately succeeding fiscal year:

AT THIS TIME, THERE ARE NO APPROVED FUND EXPENDITURES THAT REQUIRE AN ASSESSMENT BEYOND THE REGULAR ASSESSMENT.

3. A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association, together with any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition and maintenance of the lot and to the right of use of common areas, and the status of the account:

Assessment: **\$211.00 due Quarterly on the 1st day of the payment period**
 Prepayment of Assessments: **\$211.00 amount due from buyer at closing, payable to Chatham Landing HOA.**
 Interest per Annum: **8% per annum is imposed on payments not paid within 30 days.**
 Resale Disclosure Fee: **\$250.00 Fee. Payment received.**
 Post-Closing Account Setup Fee: **\$50.00 (Must be a separate check, payable to FirstService Residential)**

The following amount is the balance for the lot as of 08/15/18:

Total balance: (\$198.06) \$0.00 balance due with a credit of \$198.06



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 11351 Random Hills Road, Suite 500
 Fairfax, VA 22030
 (703) 385-1133 • Fax: (703) 591-5785



Certificate for Virginia HOA Resale (continued)

AS-A35412

**Chatham Landing HOA
 This certificate has been prepared on August 16, 2018
 on behalf of Norman Siefferman and Sara Siefferman, owner(s) of
 609 Shaw Ct, Fredericksburg, VA 22405**

4. A statement of whether there is any other entity or facility to which the lot owner may be liable for fees and other charges:

NO PORTION OF THIS ASSOCIATION IS PART OF ANY OTHER ENTITY OR FACILITY TO WHICH THE UNIT OWNER IS LIABLE FOR FEES OR OTHER CHARGES.

5. The current reserve study report or summary thereof, a statement of the status and amount of any reserve or replacement fund and any portion of the fund allocated by the Board of Directors for a specified project:

The Board of Directors has the discretion to spend reserve funds for specific projects as the need arises. Such expenditures (example: asphalt street repairs) are not normally placed before the membership for discussion, but are a part of the regular business operations of the community. Any prospective purchaser can inquire with the management agent of Board of Directors to ascertain any immediately pending projects within the community that would require the use of reserve funds. The current status and amount of all reserve for replacement funds are itemized in the most recent fiscal year audit report enclosed.

SEE ENCLOSED BUDGET, FINANCIAL STATEMENTS AND RESERVE STUDY.

6. A copy of the association's current budget or a summary thereof prepared by the association, and a copy of its statement of income and expenses or statement of its financial position (balance sheet) for the last fiscal year for which such statement is available, including a statement of the balance due of any outstanding loans of the association.

SEE ENCLOSED BUDGET AND FINANCIAL STATEMENTS.

7. A statement of the nature and status of any pending suit or unpaid judgment to which the Association is a party which either could or would have a material impact on the Association or its members or which relates to the lot being purchased:

Unless indicated below, there are no pending suits or judgments other than delinquent account in collection cases. Delinquent homeowners' accounts are in various stages of legal action including but not limited to demand letters, liens, acceleration and lawsuits. The delinquency list of the Association is reflective of the past due accounts as of a specific date, and is subject to change. Whether the accounts receivable listing is of material impact on the association of the owners is a subjective issue. Any owner or prospective purchaser may inquire with the association or management agent for more details.

NONE NOTED AT THIS TIME.

8. A statement setting forth what insurance coverage is provided for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner:

The Association provides insurance coverage as required by the declaration, articles of incorporation, and bylaws. Copies of the policies are available for inspection, or information is obtainable from the following insurance agent(s):

Insurance Company:	Welch, Graham & Ogden Insurance, Inc
Agent:	Kathy Vincent
Address:	7723 Ashton Avenue Manassas, Virginia 20109
Phone:	(703) 530-1300
Fax:	(703) 530-9994

MEMBERS SHOULD OBTAIN THEIR OWN INSURANCE COVERAGE ON THEIR LOTS AND HOMES.



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Fairfax, VA 22030
(703) 385-1133 • Fax: (703) 591-5785



Certificate for Virginia HOA Resale (continued)

AS-A35412

Chatham Landing HOA

This certificate has been prepared on August 16, 2018
on behalf of Norman Siefferman and Sara Siefferman, owner(s) of
609 Shaw Ct, Fredericksburg, VA 22405

9. A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto are or are not in violation of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any, of the association:

UPON INSPECTION OF THIS PROPERTY, NO VIOLATIONS OF THE GOVERNING DOCUMENTS WERE NOTED, AND THERE ARE NO WRITTEN NOTICES OF VIOLATION OF THE GOVERNING DOCUMENTS FOR THIS ADDRESS IN OUR FILES AS OF THIS DATE.

10. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale:

NO SIGN OR BILLBOARD MAY BE DISPLAYED TO PUBLIC VIEW ON ANY PORTION OF THE PROPERTY OR LOT, EXCEPT FOR SUCH SIGNS ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SECURITY SIGNS. NO SIGN IS TO EXCEED ONE SQUARE FOOT IN SIZE

11. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot including, but not limited to reasonable restriction as to the size, place and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag:

NONE NOTED AT THIS TIME.

12. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property:

N/A

13. A copy of the Association's declaration, articles of incorporation, bylaws, resolutions, and any rules and regulations or architectural guidelines adopted by the Association:

SEE ENCLOSED DOCUMENTS.

14. A copy of any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet:

SEE ENCLOSED DOCUMENTS.

15. A copy of the notice given to the lot owner by the association of any current or pending rule or architectural violation:

N/A

16. A copy of the fully completed form developed by the Common Interest Community Board pursuant to Sec. 54.1-2350:

SEE ENCLOSED DOCUMENTS.



FirstService Residential
11351 Random Hills Road, Suite 500
Fairfax, VA 22030
(703) 385-1133 • Fax: (703) 591-5785



Certificate for Virginia HOA Resale (continued)

AS-A35412

Chatham Landing HOA

**This certificate has been prepared on August 16, 2018
on behalf of Norman Siefferman and Sara Siefferman, owner(s) of
609 Shaw Ct, Fredericksburg, VA 22405**

17. Certification that the association has filed with the Common Interest Community Board the annual report required by §55-516.1, which certification shall indicate the filing number assigned by the Common Interest Community Board, and the expiration date of such filing:

THE ASSOCIATION HAS FILED WITH THE DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION OF THE COMMONWEALTH OF VIRGINIA. THE ASSOCIATION'S LICENSE NUMBER IS 0550000172. THE LICENSE IS RENEWED ON AN ANNUAL BASIS WITHIN THE MONTH PRIOR TO THE ANNUAL ASSOCIATION MEETING. THE EXPIRATION DATE IS: 12/31.

18. A statement indicating any known project approvals currently in effect issued by secondary mortgage agencies:

THERE ARE NO KNOWN APPROVALS IN EFFECT.

19. In compliance with the requirements set forth in the Common Interest Community Board form developed in accordance with 54.1-2350 a copy of the association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50 shall be enclosed with this packet.

SEE ENCLOSED DOCUMENTS.

This disclosure packet was prepared by the Association on 08/16/18.

FirstService Residential

Failure to receive copies of an association disclosure packet shall not excuse any failure to comply with the provisions of the declaration, articles of incorporation, bylaws, or rules or regulations. The disclosure packet shall be delivered in accordance with the written request and instructions of the seller or his authorized agent, including whether the disclosure packet shall be delivered electronically or in hard copy and shall specify the complete contact information for the parties to whom the disclosure packet shall be delivered. The disclosure packet required by this section, shall not, in and of itself, be deemed a security within the meaning of § 13.1-501.



FirstService Residential
11351 Random Hills Road, Suite 500
Fairfax, VA 22030
(703) 385-1133 • Fax: (703) 591-5785



Acceptance of Resale Documents from WelcomeLink

Resale No.: AS-A35412

Owner Name: Norman Siefferman & Sara Siefferman
Community Name: Chatham Landing HOA
Address: 609 Shaw Ct
Fredericksburg, VA 22405

Requester Name: Susan Williams
Requester Phone: 5407759710

Date Received at FirstService: _____

First Attempt to Contact Requester: _____

Second Attempt (if necessary): _____

Retrieved by:

Print Name

Signature

Date

**THESE DOCUMENTS ARE TO BE HELD AT FIRSTSERVICE UNTIL THEY ARE
RETRIEVED BY THE REQUESTER OR OWNER**

Chatham Landing HOA

Disclosure Packet Notice



FirstService
RESIDENTIAL

Commonwealth of Virginia
Common Interest Community Board
Department of Professional and Occupational Regulation



Post Office Box 29570
Richmond, Virginia 23242-0570
(804) 367-8510
cic@dpor.virginia.gov
www.dpor.virginia.gov

Common Interest Community Board PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET NOTICE

Section 54.1-2350 of the *Code of Virginia* requires that this form accompany disclosure packets issued pursuant to § 55-509.5 of the *Code of Virginia*.

The lot being purchased is in a development subject to the Virginia Property Owners' Association Act ("Act"). Properties subject to the Act are considered "common interest communities" under the law. Owning and living in a community governed by a common interest community association has benefits and obligations. Upon accepting title to a lot within a community governed by a common interest community association, membership in the property owners' association ("association") is mandatory and automatic. The Act specifies the contents of the **disclosure packet**, and fees that may be charged for preparation and distribution of the disclosure packet.

In addition to information provided in the disclosure packet, the following are important considerations when purchasing a lot in a community governed by an association.

Assessments

Each owner is responsible for and obligated to pay regular assessments and, if applicable, other assessments, including special assessments, and other mandatory fees to ensure that the association's financial requirements are met. Assessments are mandatory, imposed by the association for expenses incurred for maintenance and services provided for the benefit of some or all of the lots, reserves for future expenditures, the maintenance, repair, and replacement of the common area, insurance, administrative expenses, and other costs and expenses established in the governing documents. Failure or refusal to pay assessments and any other mandatory fees may result in imposition of late fees, interest, costs and attorney fees, recordation of a lien, filing a lawsuit and obtaining judgment against the lot owner, foreclosing on the lot to enforce the lien, and other actions permitted by the governing documents and the Act.

Declaration and Other Governing Documents

Governing documents typically include a declaration, plats, articles of incorporation, bylaws, rules and regulations, and architectural standards or guidelines ("governing documents"). The governing documents, association policies, and other information contained in the disclosure packet describe the basis for living in a community governed by a common interest community association. The form of governance, nature and scope of services, as well as limitations on property use are addressed in the governing documents, and association policies.

Owners have the responsibility, among other things, to comply with the restrictive covenants and association policies that outline what owners may and may not do on lots and common area. Use of common area, financial obligations of owners and other rights, responsibilities and benefits associated with ownership in a common interest community are subject to the provisions of governing documents and association policies. Some decisions are made by the association board of directors, while other decisions are reserved to a vote of association members. Failure to comply with the governing documents and

This form was developed by the Common Interest Community Board in accordance with § 54.1-2350 of the Code of Virginia and is to accompany the association disclosure packet required by § 55-509.5 of the Code of Virginia. Effective 07/01/2018

association policies may result in monetary penalties, a lien against the lot, suspension of certain privileges, and legal action against the lot owner.

Limitations

The governing documents and association policies may establish limitations affecting use of individual lots and the common area. While the limitations applicable to each association may vary from community to community, § 54.1-2350 of the Code of Virginia makes particular reference to the following. The governing documents and association policies may establish:

- Limitations on an owner’s ability to rent the lot.
- Limitations on parking and storage of certain types of motor vehicles and boats within the community.
- Limitations on maintenance of pets on a lot or in common areas.
- Limitations on operation of a business within a dwelling unit on a lot.
- Architectural restrictions applicable to an owner’s lot.
- The period or length of time that the declarant (developer) may control membership on the board, make decisions on behalf of the association, and therefore operate the association. This period is often referred to as the *declarant control period*. At the conclusion of the declarant control period, control of the association is transferred to the members.

This list does not represent all limitations that may affect lots within the common interest community.

Important Notice for Purchasers

The contract to purchase a lot within a community governed by a common interest community association is a legally binding document. The purchaser may have the right to cancel the contract after receiving the disclosure packet.

Information provided in this form is a summary of select matters to consider when purchasing a lot in a community governed by a common interest community association but should not be relied upon exclusively to understand the character and nature of the community and association.

The purchaser is responsible for examining the information contained in and provided with the disclosure packet. The purchaser shall carefully review the entire disclosure packet. The purchaser may request an update of the disclosure packet.

The contents of the disclosure packet control to the extent that there are any inconsistencies between this form and the disclosure packet.

The Disclosure Packet must include the following:

- 1 Association name, and if incorporated, the state of incorporation and the name and address of its registered agent in Virginia;
- 2 A statement of any expenditures of funds approved by the association or the board of directors that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year;
- 3 A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association, together with any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition, and maintenance of the lot and to the right of use of common areas, and the status of the account;
- 4 A statement of whether there is any other entity or facility to which the lot owner may be liable for fees or other charges;
- 5 The current reserve study report or summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund allocated by the board of directors for a specified project;
- 6 A copy of the association's current budget or a summary thereof prepared by the association, and a copy of its statement of income and expenses or statement of its financial position (balance sheet) for the last fiscal year for which such statement is available, including a statement of the balance due of any outstanding loans of the association;
- 7 A statement of the nature and status of any pending suit or unpaid judgment to which the association is a party and that either could or would have a material impact on the association or its members or that relates to the lot being purchased;
- 8 A statement setting forth what insurance coverage is provided for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- 9 A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto, are or are not in violation of any of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any, of the association;
- 10 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
- 11 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including but not limited to reasonable restrictions as to the size, place, and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- 12 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property;
- 13 The current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- 14 Any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet;
- 15 The notice given to the lot owner by the association of any current or pending rule or

This form was developed by the Common Interest Community Board in accordance with § 54.1-2350 of the Code of Virginia and is to accompany the association disclosure packet required by § 55-509.5 of the Code of Virginia. Effective 07/01/2018

architectural violation;

- 16 A copy of the fully completed form developed by the Common Interest Community Board pursuant to § 54.1-2350;
- 17 Certification that the association has filed with the Common Interest Community Board the annual report required by §55-516.1, which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such filing;
- 18 A statement indicating any known project approvals currently in effect by secondary mortgage market agencies; and
- 19 The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.

PLEASE NOTE This package contains the most recent documents on file with the Resale / Questionnaire Department on the date requested, and may not include all relevant legal and financial information available for this Association. No representation is made by FirstService Residential, WelcomeLink, or their affiliates with respect to the accuracy and completeness of this information. Before taking any action in reliance upon the information contained herein, please consult qualified legal counsel and/or the legal instruments of the Association as recorded and filed with the appropriate governmental authority or jurisdiction.

Chatham Landing HOA

Forms



FirstService
RESIDENTIAL

CHATHAM LANDING HOMEOWNER'S ASSOCIATION

Use of Facilities Agreement

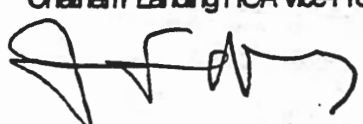
This document is a good faith agreement between the Chatham Landing Homeowner's Association and the residents of 102 Shaw Court, Fredericksburg, VA 22405-2667. This document states the terms of the agreement for the Association's use of water from 102 Shaw Court for an Association owned underground sprinkler system. This sprinkler system will be used to provide water to plants and grass in the Association's common areas. 102 Shaw Court was chosen for the sprinkler system connection to minimize installation costs because of the lot's proximity to the areas being watered.

1. The residents of 102 Shaw Court agree to allow the connection of the Association's underground sprinkler system. The residents of 102 Shaw Court agree to allow access into their residence at 102 Shaw Court in order to accomplish the installation and agree to not interfere with the operation of the sprinkler system.
2. The Chatham Landing HOA agrees to cover the cost of installation of the sprinkler system and the cost of tapping into the water supply at 102 Shaw Court.
3. The Chatham Landing HOA agrees to pay for any damages incurred to the residence at 102 Shaw Court by the installation of the sprinkler system and the tapping into of the water supply.
4. The residents of 102 Shaw Court agree to allow a representative of the Association to have access to the sprinkler system controls for maintenance and control of the sprinkler system. The representative of the Association will be required to arrange a convenient time for the residents of 102 Shaw Court. This access will not be on a regular Basis, just on a sporadic as needed basis.
5. The Chatham Landing HOA agrees to pay each month a portion of the water bill for 102 Shaw Court for each month the sprinkler system is activated based on the following formula:
(Association Pays per Month)=(Total water bill for one month)-(Lowest one month water bill of previous year)
6. If the residents of 102 Shaw Court decide to cancel this agreement before January 1, 2000, The residents of 102 Shaw Court agree to pay a reconnection fee of not more than \$100 so the Association can connect the system to another household.
7. All parts of the sprinkler system installed by the Association remain the property of the Association.

Chatham Landing HOA Pres. 12/3/95

Chris E. Longway

Chatham Landing HOA Vice-Pres.

 12/3/95

Owner 102 Shaw Court

Angela L. Monroe 12/3/95

Co-Owner 102 Shaw Court

Edward J. Monroe 12/3/95

AGREEMENT

Agreement made this 8th day of March, 1995, by and between Chatham Home Owners Association ("Chatham") and Woodmont Health Care Center ("Woodmont").

It is mutually agreed that Woodmont did allow Chatham to dig a trench to the Woodmont electric line and to hook into the Woodmont line and the Woodmont relay timer in order for Chatham to access electricity for use in lighting a sign on their property.

This Agreement shall remain in force for the term of 1 year from the date first above written unless either party shall determine for any reason to cancel the Agreement with 30 days written notice or one day written notice for cause. upon the effective date of cancellation, Chatham shall be responsible to sever the Chatham line from the Woodmont line and to restore the property to as close to its original condition as possible.

Chatham shall pay to Woodmont the monthly sum of \$15.00 (hereinafter called rent), for the use of the Woodmont line and the wear and tear on the relay timer during the continuance of this Agreement payable in advance upon the signing of this Agreement and all subsequent payments made on the first day of each calendar month. Late payments shall be subject to an 18% per annum rate payment.

Woodmont shall accept no responsibility for any damage or destruction to Chatham's property or disruptions to Chatham's business caused by or as the result of the electrical hook-up.

Chatham shall indemnify Woodmont from all damage or destruction to property or disruption to Woodmont's business occasioned by Chatham's electrical hook-up to Woodmont's line.

Woodmont reserves the right to pass along, in a pro rata fashion, any increase in electrical charges levied by the Electric Company or to charge for any increased use by Chatham in their hours of usage of the sign.

Chatham shall make no alterations or additions to the use of Woodmont's electrical line without the prior written consent of Woodmont in each instance.

This Agreement constitutes the entire Agreement between Woodmont and Chatham.

Chatham Home Owners Association

By: Chas E. Louisa
Homeowner's Assoc. President

Date: 3-8-95

By: Rebecca A. Richard
Administrator
Woodmont Health Care Center

Date: 3/9/95



Right of Way Agreement

COR 16-10-04

THIS RIGHT OF WAY AGREEMENT, is made and entered into this 24th day of May, 1994, by and between

Chatham Landing Homeowners Association, a Virginia Corporation

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own telephone, television and other communication purposes; for lighting purposes; and for the attachment of the wires and facilities of any other public service company, including but not limited to the right:

1.1. to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments, equipment.

Initials: _____

BOOK 887 PAGE 408

COMMONWEALTH OF VIRGINIA,
COUNTY OF STAFFORD, TO-WIT:

IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR THE
COUNTY OF STAFFORD, THE 12 DAY OF November, 1972
THE FOREGOING DEED of Easement WAS PRESENTED AND
WITH THE CERTIFICATE ANNEXED, ADMITTED TO RECORD AT 10:22
AM AND INDEXED, AFTER PAYMENT OF \$ TAX IMPOSED
BY 58.1-800., ET. SEQ.

TESTE:
THOMAS M. MONCURE, JR., CLERK

By: Mildred F. Kindrick Deputy Clerk



Right of Way Agreement

COR 16-10-04

accessories and appurtenances desirable in connection therewith; the width of said easement shall extend fifteen (15) feet in width across the lands of GRANTOR; and,

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said easement shall extend () feet in width across the lands of GRANTOR.

2. The easement granted herein shall extend across the lands of GRANTOR situated in Falmouth District, Stafford County, Virginia, as more fully described on Plat No. 42-94-0016, which is attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat, reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable.

4. GRANTEE shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by GRANTEE shall remain the property of GRANTOR.

5. For the purpose of exercising the rights granted herein, GRANTEE shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of GRANTOR. The right, however, is reserved to GRANTOR to shift, relocate, close or abandon such private

Initials: _____



VIRGINIA POWER

Right of Way Agreement

COR 16-10-04

roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences or other improvements outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences and below ground obstructions as long as said fences and below ground obstructions do not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE**'s exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the costs thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE** shall have the right to assign or transfer, without limitation, to any public service company or any part of the perpetual right, privilege and easement granted herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed and acknowledged by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: _____



Right of Way Agreement

COR 16-10-04

11. GRANTOR covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that GRANTOR is a corporation duly organized and existing under the laws of the state hereinabove mentioned and that he or she has been duly authorized to execute this easement on behalf of said corporation.

IN WITNESS WHEREOF, GRANTOR has caused its corporate name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

Corporate Name: Chatham Landing Homeowners Association

By: Roger D. Wittig
Its: President

State of

City/County of

The foregoing instrument was acknowledged before me this (Date)

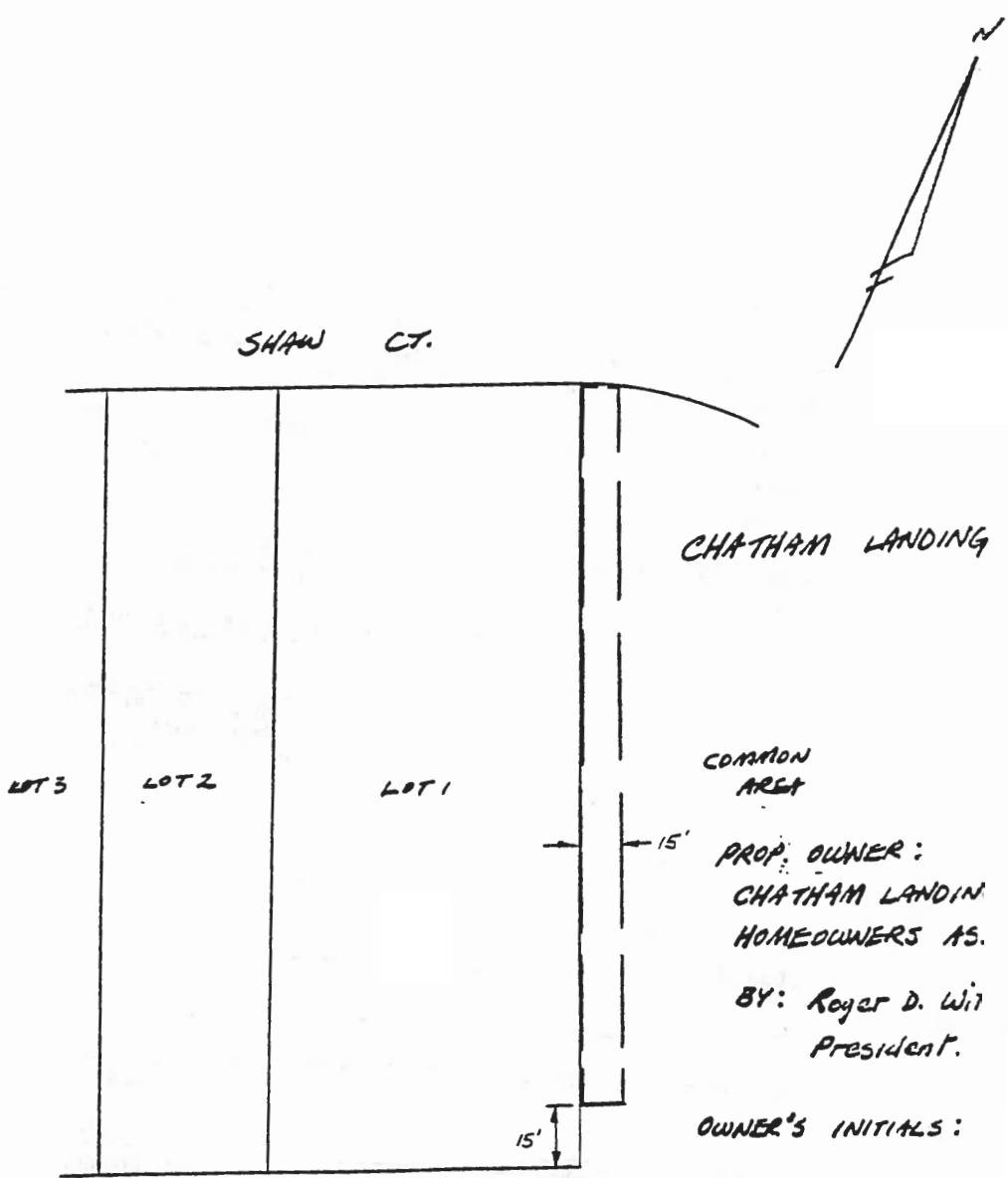
by Roger D. Wittig, President
(Name of officer or agent) (Title of officer or agent)

of Chatham Landing Homeowners Association, Virginia
(Name of corporation) (State of Incorporation)

corporation, on behalf of the corporation.

Notary Public

My commission expires:



Legend
 _____ Location of Boundary Lines of Right of Way

VIRGINIA POWER
 Virginia Electric and Power Company

**Plat to Accompany
 Right of Way Agree**

District	FREDERICKSBURG
District-Township-Borough	FALMOUTH
County-City	STAFFORD
Office	FREDERICKSBURG
Plat Number	42-94-0016
Estimate Number	42-401-00588
Grid Number	H0138EH



OWNER DIRECTORY FORM

In the event of an emergency situation, the need for a current list of names and telephone numbers of owners and renters in each community is critical. Please complete this form with the pertinent information and return it to FirstService Residential so that we may have this information on file. This information will only be used by FirstService Residential and/or the Association, should the need arise to contact you.

COMMUNITY NAME: _____

OWNER(S) NAME: _____

UNIT ADDRESS: _____

E-MAIL: _____

CO-OWNER E-MAIL: _____

MAILING ADDRESS: (IF DIFFERENT THAN UNIT ADDRESS)

PHONE NUMBERS: HOME _____ WORK _____

MOBILE _____

TENANT INFORMATION (IF APPLICABLE):

NAME(S): _____

PHONE NUMBERS: HOME _____ WORK _____

MOBILE _____

E-MAIL ADDRESS: _____

OWNER SIGNATURE: _____ DATE _____

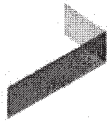
Please return completed form to:
FirstService Residential
11351 Random Hills Rd., Suite 500
Fairfax, VA 22030
Ph 703.385.1133 Fax 703.591.5785
Email CustomerService.dcmetro@fsresidential.com

Chatham Landing HOA

Budget



FirstService
RESIDENTIAL



FirstService
RESIDENTIAL

November 7, 2016

Re: 2017 Fiscal Year Budget

Dear Chatham Landing Homeowner:

Enclosed, please find the approved 2017 operating budget for Chatham Landing. The Board of Directors and Management have made every effort to control operating and administrative costs in order to keep the assessment fee as low as possible while continuing to provide quality services for your community. Please take note of the important information below.

- The quarterly assessment will increase to \$203.00.
- Payment coupons have been ordered and should be delivered to you by mid-December. Owners already set up on the FirstService Residential Automatic Debit Program will NOT receive coupon booklets. If you have not received your coupons by late December, please contact our Customer Care Call Center at: 703-385-1133

Please make sure your account number is on your check and you mail the payment to the address on the coupon.

- We encourage owners to consider our alternate payment options:
 1. Automatic Debit Program: Through this program, FirstService Residential automatically deducts the assessment from your bank account on the first day of the month payment is due. This eliminates the possibility of a payment being missed or lost in the mail and the Association charging a late fee to your account as a result.
 2. Credit Cards and E-Checks (E-Payments): You can make a one-time e-payment or schedule recurring e-payments by visiting www.fsresidential.com and clicking on "Make a Payment" at the top of the page. If you already use the e-payment program, you will need to update the assessment rate online beginning January 1, 2017. With this program, fees are charged by the third party service provider for one-time e-checks and credit card payments. Recurring e-checks are processed with no fees.
 3. Bill Pay Service: If you currently utilize a personal online bill-paying service to pay your assessments, you will need to update the assessment rate with your service provider. Please verify that the remittance address for these payments is:

Chatham Landing Homeowners Association
c/o FirstService Residential
PO Box 11983
Newark, NJ 07101-4983

If you have any questions regarding the enclosed budget or your assessments, please contact us at: (703) 385-1133 or via email: CustomerService.dcmetro@fsresidential.com.

Sincerely,

FirstService Residential DC Metro
Management Agent for Chatham Landing Homeowners Association

Enclosures: 2017 Budget

(CLD)

CHATHAM LANDING HOA
Operation Budget
January 01, 2017 - December 31, 2017



	2016 APPROVED BUDGET	2017 APPROVED BUDGET	LINE ITEM EXPLANATIONS
INCOME:			
ASSESSMENT INCOME	\$ 55,872	\$ 58,464	72 lots at \$203.00 per quarter
INTEREST	160	400	Interest earned on bank account
LATE CHG INCOME	200	225	Income based on historical late fee income
COLLECTION CHGS	220	250	Fees recouped from delinquent owners
FORECLOSURE ADMIN	100	100	Cost associated with foreclosure processing-offset by expense
LEGAL CHG INCOME	100	100	Fees collected from owners for collection action by attorney
MISC INC NSF FEE	-	85	Fees collected from NSF
MISC INC RESALE DISCL CHGS	675	550	Fees for resale packages - paid by seller
TOTAL INCOME	<u>\$ 57,327</u>	<u>\$ 60,174</u>	
EXPENSES:			
MANAGEMENT FEES	7,654	8,037	Full service management by FirstService Residential
INSURANCE	2,620	2,882	Cost of General Liability, Fidelity and Directors & Officers ins.
LEGAL	1,500	1,000	Provision for counsel on association matters and collections
AUDIT/TAX PREP	1,200	1,500	Contract cost for audit and tax preparation by independent CPA
BAD DEBT EXPENSE	200	100	Est. amount of uncollectible debt from unpaid assessments
BANK CHARGES	240	250	Bank service and NSF fees passed to check writer
MISC ADMIN PRINTING/COPYING	500	550	Est. cost for printing and copying for the community
MISC ADMIN POSTAGE	225	225	Estimated cost for association mailings
MISC ADMIN OTHER	1,400	1,425	Est. cost of coupons, supplies etc.
MISC ADMIN RESALE DISCLOSURES	675	550	Fees for resale packages - paid by seller
MISC ADMIN FORECLOSURE ADMIN	100	100	Allowance for 1 foreclosure. Off-set by expense
ELECTRICITY	2,482	2,200	Projected expense for electricity for the community
GENERAL RPRS/MNT	300	150	Allowance for repairs in the community
TRASH REMOVAL	10,368	10,368	Contract cost for trash removal
SNOW REMOVAL	2,562	2,000	Allowance for snow removal of streets only
GROUNDS MAINTENANCE	11,300	11,640	Renewal contract cost for grounds maintenance
LICENSES/PERMITS/FEE	100	100	SCC & DPOR annual fee
OPER CONTINGENCY	-	3,097	Funds to build operating funds and non-budgeted expenses
RESERVE REPLACEMENT	13,901	14,000	Contribution to replacement reserves based on reserve study
TOTAL EXPENSES AND RESERVES	<u>\$ 57,327</u>	<u>\$ 60,174</u>	
NET EXCESS/(DEFICIT)	-	-	

Chatham Landing HOA

Financials



FirstService
RESIDENTIAL



c/o FirstService Residential
11351 Random Hills Rd Ste 500
Fairfax VA 22030

Chatham Landing HOA
BALANCE SHEET AS OF
12/31/2016

02/02/2017 11:56 AM Page: 1

ASSETS			
10120 NCB	<i>OPERATING CASH:</i> OPERATING CHECKING NATIONAL COOPERATIVE	<u>13,878.97</u>	
	TOTAL OPERATING CASH		13,878.97
10200	<i>CASH INVESTMENTS:</i> MONEY MARKET	<u>61,327.64</u>	
	TOTAL CASH INVESTMENTS		61,327.64
	<i>OTHER CURRENT ASSETS:</i>		
11000	A/R ASSESSMENTS	3,441.21	
11900	ALLOW FOR DOUBT ACTS	(3,573.75)	
13100	A/R LATE/ADMIN FEES	378.31	
13106	A/R COLLECTION CHGS	251.55	
13200	A/R LEGAL FEES	946.00	
15000	PREPAID EXPENSES	1,338.13	
15010	PREPAID INSURANCE	<u>647.00</u>	
	TOTAL OTHER CURRENT ASSETS		3,428.45
	TOTAL ASSETS		<u>78,635.06</u>
LIABILITIES AND OWNERS EQUITY			
	<i>CURRENT LIABILITIES:</i>		
20200	ACCRUED EXPENSES	237.68	
22000	PREPAID ASSESSMENTS	<u>7,755.45</u>	
	TOTAL CURRENT LIABILITIES		7,993.13
	<i>OWNERS EQUITY:</i>		
38000 38000	RESERVES REPLACEMENT RESERVES	73,504.08	
30500	RETAINED EARNINGS	(4,881.56)	
	NET EXCESS/(DEFICIT)	<u>2,019.41</u>	
	TOTAL OWNERS EQUITY		<u>70,641.93</u>
	TOTAL LIABILITIES & OWNERS EQUITY		<u>78,635.06</u>

Chatham Landing HOA

Reserve Study



FirstService
RESIDENTIAL



MASON & MASON
CAPITAL RESERVE ANALYSTS, INC.



Condition Assessment
and
Reserve Fund Plan Update
2010
for
CHATHAM LANDING
Fredericksburg, Virginia



Prepared for:
The Board of Directors
&
Elite Community Management, LLC



MASON & MASON
CAPITAL RESERVE ANALYSTS, INC.



P. O. Box 2666 Reston, Virginia 20195 800-776-6980 reserves@shentel.net Fax 800-776-6408

March 16, 2010

Ms. Lynn Brown, Association Manager
Elite Community Management, LLC
P. O. Box 2440
Spotsylvania, Virginia 22553

RE: **CONDITION ASSESSMENT AND RESERVE FUND PLAN 2010**
Chatham Landing Homeowners Association, Inc.
Fredericksburg, Virginia
Project No. 6755

Dear Ms. Brown:

Mason & Mason Capital Reserve Analysts, Inc. has completed the report for Chatham Landing.

As outlined in our proposal, the report is being submitted to you and the Board of Directors for review and comment. A review of the Summary of Key Issues iii, and Sections 1 and 2 will provide you with our findings and financial analyses. We will be happy to meet with the Board to help them fully understand the issues. If no changes are necessary, please consider this version the final report. If changes are requested, Mason & Mason will make the revisions and re-issue the report. We encourage the Board to complete this process expeditiously and will support the effort.

We genuinely appreciate the opportunity to work with you and the Association.

Sincerely,

Mason & Mason Capital Reserve Analysts, Inc.

James G. Mason, R. S.
Principal

N. K. Mason, R. S.
Principal



TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
FOREWORD.....	ii
SUMMARY OF KEY ISSUES.....	iii
VISUAL EVALUATION METHODOLOGY.....	iv
1. INTRODUCTION.....	1
2. FINANCIAL ANALYSIS.....	2
3. METHODS OF FUNDING.....	3
4. RESERVE PROGRAMMING.....	5
5. UPDATING THE RESERVE FUND PLAN.....	7
6. PREVENTIVE MAINTENANCE.....	7

RESERVE FUND PLAN

COMPONENT DATA AND ASSET REPLACEMENT SCHEDULE	TABLE 1
CALENDAR OF EXPENDITURES	TABLE 2
CURRENT FUNDING ANALYSIS, CASH FLOW METHOD	TABLE 3
GRAPH	
ALTERNATIVE FUNDING ANALYSIS, CASH FLOW METHOD	TABLE 3.1
GRAPH	
FUNDING ANALYSIS, COMPONENT METHOD	TABLE 4
GRAPH	
PHOTOGRAPHS	#1 - #9

FOREWORD

PLEASE READ THIS FIRST

This report contains information the Board requires to fulfill its fiduciary responsibilities with respect to the financial health of the Association. Even if you are already familiar with the concepts of capital reserve planning, it requires some study. The information in this report is vital to your Association's financial health. Unless you understand it, your Association may not follow it. This may lead to underfunding and financial stress at some time in the future.

Our years of experience providing reserve analysis to both first-time and multi-update return clients has compelled us to develop a logical funding approach, which is based on generational equity and fairness to common-interest property owners that helps ensure realistic reserve funding levels.

Our approach is neither standard, nor is it necessarily easy to understand without first becoming familiar with some basic concepts. Section 3 explains these concepts in more detail. We want you to understand them because a well-informed Association makes the best decisions for its common-property owners.

SUMMARY OF KEY ISSUES

Different readers will look for different things from this report. Perhaps the *homeowner* will just be looking for the high points. A *prospective buyer* may be looking at the general financial condition of the Association's reserves. A *Board member* should probe deeper in order to understand the financial tools that will be helpful in fulfilling their fiduciary responsibilities to the Association.

The Summary of Key Issues presents a recapitulation of the most important findings of Chatham Landings' Reserve Fund Plan Update. Each is discussed in greater detail in the body of the report. We encourage the reader to "go deeper" into the report, and we have written it in a way that's understandable to a first-time reader.

Analyzing the capital reserves reveals that:

- The reserve fund is approximately fully funded. **Our goal is to maintain the fully funded status throughout the 20-year period.**

In order to achieve this goal the Homeowners Association should:

- Increase the annual contribution in **2011** to **\$12,298** and apply a **3.0%** annual increase to reflect inflation thereafter.
- This represents a **2011 increase** from **\$8.77** to **\$14.23** (a net increase of **\$5.46**) per residential unit, per month (based on **72** units).

Supporting data is contained in the body of this report, and we encourage the reader to take the time to understand it.

VISUAL EVALUATION METHODOLOGY

The first step in the process is collection of specific data on each of your community's commonly-held components. This information includes quantity and condition of each included component. We collect most of this data during the on-site field survey. When this information is not available in the field, we may obtain it by discussion with those knowledgeable through management or service activities.

The field survey or condition assessment is visual and non-invasive. We don't perform destructive testing to uncover hidden conditions or perform operational testing of mechanical, electrical, plumbing, fire and life safety protection, or perform code compliance analysis.

We make no warranty that every defect has been identified. Our scope of work doesn't include an evaluation of moisture penetration, mold, indoor air quality, or other environmental issues. While we may identify safety hazards observed during the course of the field survey, this report shouldn't be considered a safety evaluation of components.

Replacement costs are sometimes based on published references, such as R. S. Means. However, our opinions of replacement costs usually include removal and disposal and are usually based on experience with similar projects including information provided by local contractors and reported client experience. Actual construction costs can vary significantly due to seasonal considerations, material availability, labor, economy of scale, and other factors beyond our control.

Projected useful service lives are based on statistical data and our opinion of their current visual condition. No guarantee of component service life expectancies are expressed or implied and none should be inferred by this report. Your actual experience in replacing components may differ significantly from the projections in the report, because of conditions beyond our control or that were not visually apparent at the time of the survey.

1. INTRODUCTION

1.1 Background: Chatham Landing is a townhome community located at Dairy Lane and Naomi Road in Fredericksburg, Virginia. It is comprised of seventy-two residential units. The community was constructed in 1988/1999. There is one private street within the community; Shaw Court. The street layout includes swale-profile concrete curbs and gutters, private driveways, and two off street parking areas providing thirty-one spaces. The community has an open space park adjacent to the Rappahannock River with a nature trail and mature hardwood trees.

We are providing the Condition Assessment and Reserve Fund Plan Update based on Proposal Acceptance Agreement No. 6755 dated September 23, 2009. Our services are subject to all terms and conditions specified therein.

Mason & Mason did not review the declarations, covenants, or other organization documents pertaining to the establishment and governance of the Homeowners Association. Ultimately, the establishment, management, and expenditure of reserves are within the discretion of the Association and its Board of Directors pursuant to their organizational documents and subject to the laws of the applicable jurisdiction. We are not financially associated with the Management Company or the Association, and therefore do not have any conflicts of interest that would bias this report. Information provided by Management is deemed reliable. This report is not intended to be an audit or a forensic investigation. This report is not a mandate, but is intended to be a guide for future planning.

Mason & Mason provided a Level I Condition Assessment and Reserve Fund Plan for Chatham Landing in 2002. This report is a Level II update of the previous report and includes a new condition assessment. All common components were visually observed. Measurements and quantities were generally accepted from the previous report except where changes have occurred. The update report is a stand-alone document and reference to the previous report should not be necessary.

James G. Mason, R. S., and N. K. Mason, R. S. conducted the field evaluation for this Level II report on March 10, 2010. The weather was clear to partly overcast and the temperature was approximately 50 degrees F. Precipitation had not occurred for several days prior to the site visit. The pavements, walkways, and grounds were generally dry and clean of debris.

1.2 Principal Findings: The common assets appear to be in overall continuing good condition. The community is now approaching its 20-year benchmark in terms of replacement of major systems. It has been eight years since we last visited the community. The common components appear to be holding up well. The asphalt pavement was repaired as suggested in 2002, and while repairs are required again, the pavements generally look good and will be capable of several additional years of service. We have scheduled life-extension repairs and seal coating near-term to achieve the additional service life. Concrete components are also holding up well. The masonry monuments have no deficiencies, but would benefit from a general cleaning. Likewise, the gazebo is weathered and would benefit from cleaning and painting with some minor roofing repairs. The tot lot has been upgraded and replaced and appears to be in very good condition. We noted the absence of the small footbridge, which must have been removed.

In order to maintain the physical attributes that preserve property values and provide a safe environment for occupants and guests, a series of capital expenditures should be anticipated. Consequently, we have scheduled near-, mid-, and late-term restoration and replacement projects based on anticipated need from our experience with similar properties.

Generally, our approach is to group appropriately related component replacement items into projects. This creates a more realistic model and allows a grouping time line that is more convenient to schedule and logical to accomplish. Please see the Table 1 Discussion, Column 1B, for specific information.

2. FINANCIAL ANALYSIS

We are currently in unprecedented financial times. Previous standardized methods for determining or projecting inflation and interest income are not currently reliable. Recent inflation experience has surpassed government index projections and construction cost sources. This appears to result from a combination of factors, particularly wage rates and demand for services. We track the inflation rate among our clients based on their reported costs for typical services. A 3.5% annual rate reflects their general experience over the past few years. Interest income has dropped substantially, and many smaller Associations are reduced to savings accounts or certificates of deposit, which are yielding only 1% to 2%.

Unlike reserves, interest income is taxable, so this further reduces the net gain. The combination of ever higher costs and lower interest income is driving reserve funding requirements substantially higher. It is impossible to forecast whether anticipated lower demand will help reduce or stabilize costs in the future. You can only delay repairs for so long.

During these times, it is prudent to keep a close watch on the economy and be ready to respond by updating the reserve fund plan as economic changes dictate.

Since asphalt pavement is particularly sensitive to oil costs and is generally the single most expensive component in many communities who own their streets, reserve fund plan pavement costs should be adjusted periodically to reflect market conditions. Gasoline prices do not necessarily reflect asphalt prices. Refinery practices combined with government plans for massive infrastructure projects will most likely result in continued shortages and subsequent higher costs for both asphalt and concrete products.

2.1 Calculation Basics: The Association is on a calendar fiscal year. Management reported that the un-audited reserve fund balance, including cash and securities, as of **December 31, 2009**, was **\$100,100**. We have used a **2.00%** annual interest income factor and a **3.0%** inflation factor in our model. The total expenditures for the twenty-year study period for both the **Cash Flow Method** and **Component Method** are projected to be **\$246,224**.

2.2 Current Funding Analysis, Cash Flow Method (Table 3 & Graph): The current annual contribution to reserves is **\$7,582 with a presumed 3% annual increase**. At this level, the total for all annual contributions for the twenty-year study period would

be **\$203,731**, and the total interest income is projected to be **\$24,428**. **Continued funding at this level results in low reserve fund balances.**

2.3 Alternative Funding Analysis, Cash Flow Method (Table 3.1 and Graph): This stepped alternative provides the annual contributions necessary to maintain balances more consistent with the **fully funded goal by increasing the annual contribution to \$12,298 in 2011, and then providing an annual escalation factor of 3.00% (matching inflation) thereafter. This alternative allows for a gradual increase over time after the initial increase and addresses generational equity issues.** The total for all annual contributions for the twenty-year study period would be **\$316,463**, and the total interest income is projected to be **\$46,525**. The approximate **fully funded** balance in (2029) is **\$216,864**, or a **45%** balance to asset base ratio.

2.4 Funding Analysis, Component Method (Table 4 & Graph): This method of funding would require variable annual contributions, averaging **\$15,627** over the twenty-year period. The total for all annual contributions would be **\$312,546**, and the total interest income is projected to be **\$50,442**. The **fully funded** ending balance in 2029 is **\$216,864**. The Component Method model considers the current reserve fund balance in computing individual component contributions for current cycles. The Component Method model distributes the current reserve fund balance proportionally to all components prior to calculating the individual component contributions for each component cycle.

3. METHODS OF FUNDING

Once the data is compiled, our proprietary software produces two distinct funding method models. These are the Component Method and Cash Flow Method. Each of these methods is used in analyzing your Association's reserve status and each plays a role in the Board's decision on how to fund reserves. While we provide the guidance, the choice of funding method is ultimately the prerogative of the Board. Considering the vulnerability of the Association's assets, its risk tolerance, and its ability to fund contributions, the Board should decide how the Association will fund its reserves and at what level.

3.1 Component Method: As reserve analysts, we recognize the value of Component Method calculations as they address both future replacement costs and the time remaining to fund them. This is the foundation of the savings concept. You will see the term "fully-funded." This simply means you are on schedule, in any given year, to accrue sufficient funds by the component's replacement date. It does not mean you must have 100% of the funds ahead of time. Simplified Example: A component projected to cost \$1,000 at the end of its 10-year life cycle would require a \$100 annual contribution in each of the 10 years. As long as you follow this contribution plan, the component is "fully funded."

Prior to determining the actual required annual contribution, a complex calculation apportions the existing reserve fund to each component. Each component's remaining unfunded balance forms the basis for the required contribution going forward.

Funds set aside for replacement of individual components are not normally used for the replacement of other components, even though the funds reside in the same bank account. In rare cases where a reserve fund is actually overfunded, \$0 will be displayed on the Component Method tables, indicating that the component is fully-funded for that cycle.

While the time basis for the report is a 20-year period, the Component Method allows for inclusion of long-life components that may require replacement after the specified period. This allows for funding of long-life components contemporaneously, which is fundamentally fair if they are serving the current owners. This is in contrast to saying "if it doesn't require replacement within our 20-year period, we're going to ignore it."

Due to replacement cycle time and cost differentials, the Component Method typically results in annual contribution fluctuations, which often makes it difficult for a Board to implement. However, its guidance is essential and invaluable for understanding funding liabilities and making informed recommendations.

Table 4 shows these calculations, as well as projects interest income, expenses with inflation, and yearly balances, which will be "fully-funded."

3.2 Cash Flow Method: The Cash Flow Method is easier to implement. It is a simple 20-year spread sheet that includes the starting balance, current contribution, interest income, inflation rate, projected expenses, and resulting yearly balances. The Cash Flow Method pools the contributions allocated to each of the Association's common components into a single "account."

Table 3 shows these calculations. This table reflects the information you provided on your reserve fund balance and current contribution. It also shows projected yearly positive or negative balances and balance to asset base ratios, which are used by us as part of the analytical process, but are not appropriate for setting goals. The Cash Flow Method doesn't include replacement funding for anything beyond the 20-year period, thus leaving a potential shortfall in funding. It doesn't provide any real guidance beyond the basic information. There are several variations on cash flow goals such as Threshold Funding (just enough to stay positive) and Percentage Funding (a predetermined level based on some arbitrary percentage), but these schemes don't address the reality of fully-funding, and typically are just a way of passing the obligation on to the next generation.

3.3 Hybrid Approach: Our hybrid approach uses the projected fully-funded balance at the end of the 20-year period from Table 4 as a funding goal. We then set up Cash Flow funding plans. Table 3 is your "*where we are now*" Cash Flow spreadsheet modeling your reserve balance and current contribution. **Table 3.1 Hybrid Approach shows the contributions necessary to meet the fully funded goal.**

We usually establish a new Cash Flow contribution that requires only small annual inflationary increases to reach the fully-funded goal at the end of the 20-year period. This has the added effect of establishing a funding plan that addresses inflation. The contribution in the first year, adjusted for inflation, is equal to the contribution in the last year, based on inflated dollars (future value of money). This approach will also allow underfunded Associations the time to catch up, mitigating undue hardships. It balances the risk of temporary underfunding with the benefit of consistent predictable increasing contributions. **The combination of the Component and Cash Flow Methods (Hybrid Approach) provides the advantages of both methods.**

4. RESERVE PROGRAMMING

The Mason & Mason proprietary software used to produce the financial tables (Tables 1 through 4) has been under development for over a decade and is continuously refined as requirements change. It is unique in the industry as it provides comprehensive modeling through Microsoft Access, Visual Basic, and Excel that addresses the many facets of reserve funding, allows analysts and clients to run "what if" scenarios, provides an easy to understand matrix of views and functions, and is easily provided to clients through e-mail.

4.1 Interest Income on Reserve Funds: Most Associations invest at least part of their reserve funds. Small Associations may simply use a savings account or certificates of deposit, while large Associations may have multiple investments with short-, medium-, and long-term instruments. One issue that is difficult to quantify is the percentage of funds invested. Some Associations invest a fairly substantial portion, while others hold back due to current cash outflow obligations. Some Associations do not reinvest the investment proceeds in the reserves, rather they divert the cash into their operations fund. We do not agree with this approach as it has the effect of requiring additional reserve contributions to make up for the difference. There is also the issue of changing rates over the 20-year period. In the recent past we have seen large swings in relatively short time periods. While reserve funds are not usually taxable by the IRS, the investment income generated by the reserve fund is taxable in most situations. Even with all these potential pitfalls, investment income still represents a substantial source of additional funds and for this reason should not be ignored. There is no way to make "one size fits all" with any accuracy for the individual Association. Our approach to this dilemma is to use lower approximations that compensate for less than 100% of funds invested. We feel this is still better than not recognizing it, and periodic updates allow for adjustments based on experience. The rate can be set at any level, including zero, for Associations desiring to not recognize interest. The rate should reflect, as accurately as possible, the actual composite rate of return on all securities and other instruments of investment including allowances for taxes.

The interest income displayed on Table 3 and Table 4 is the summation of the beginning reserve fund interest accrual and the interest earned on the contributions minus the interest lost by withdrawing the capital expenditures. This method of calculation, while not exact, approximates the averages of the three principal components of a reserve fund for each twelve-month period.

4.2 Future Replacement Costs (Inflation): Inflation is a fact of life. In order to replicate future financial conditions as accurately as possible, inflation on replacement costs should be recognized. The financial tables have been programmed to calculate inflation based upon a pre-determined rate. This rate can be set at any level, including zero. A plan that doesn't include inflation is a 1-year plan, and any data beyond that first year won't reflect reality.

4.3 Simultaneous Funding: This is a method of calculating funding for multiple replacement cycles of a single component over a period of time from the same starting date. Simple Example: Funding for a re-roofing project, while, at the same time, funding for a second, subsequent re-roofing project. This method serves a special purpose if multiple phase projects are all near-term, but will result in higher annual

contribution requirements and leads to generational equity issues otherwise. We use this type of programming only in special circumstances.

4.4 Sequential Funding: This is a method of calculating funding for multiple replacement cycles of a single component over a period of time where each funding cycle begins when the previous cycle ends. Simple Example: Funding for the second re-roofing project begins after the completion of the initial re-roofing project. This method of funding appears to be fundamentally equitable. We use this type of programming except in special circumstances.

4.5 Normal Replacement: Components are scheduled for complete replacement at the end of their useful service lives. Simple Example: An entrance sign is generally replaced all at once.

4.6 Cyclic Replacement: Components are replaced in stages over a period of time. Simple Example: Deficient sidewalk panels are typically replaced individually as a small percentage, rather than the complete system.

4.7 Minor Components: A minimum component value is usually established for inclusion in the reserve fund. Components of insignificant value in relation to the scale of the Association shouldn't be included and should be deferred to the operations budget. A small Association might exclude components with aggregate values less than \$1,000, while a large Association might exclude components with aggregate values of less than \$10,000. Including many small components tends to over complicate the plan and doesn't provide any relative value.

4.8 Long Life Components: Almost all Associations have some components with long or very long useful service lives typically ranging between thirty and sixty years. Traditionally, this type of component has been ignored completely. Simple Example: Single replacement components such as entrance monuments should be programmed for full replacement at their statistical service life. This allows for all common-property owners to pay their fair share during the time the component serves them. This also has the added effect of reducing the funding burden significantly as it is carried over many years.

4.9 Projected Useful Service Life: Useful service lives of components are established using construction industry standards as a guideline. Useful service lives can vary greatly due to initial quality and installation, inappropriate materials, maintenance practices, environment, and obsolescence. By visual observation, the projected useful service life may be shortened or extended due to the present condition. The projected useful service life is not a mandate, but a guideline, for anticipating when a component will require replacement and how many years remain to fund it.

5. UPDATING THE RESERVE FUND PLAN

A reserve fund plan should be periodically updated to remain a viable planning tool. Changing financial conditions and widely varying aging patterns of components dictate that revisions should be undertaken periodically from one to five years, depending upon the complexity of the common assets and the age of the community. Weather, which is unpredictable, plays a large part in the aging process.

Full Updates (Level II) include a site visit to observe current conditions. These updates include adjustments to the component inventory, replacement schedules, annual contributions, balances, replacement costs, inflation rates, and interest income.

We encourage Associations that are undergoing multiple simultaneous or sequential costly restoration projects (usually high rise buildings) to perform Level III Administrative Updates. Administrative updates do not include a condition assessment. They are accomplished by comparing original projections with actual experience during the interim period as reported by Management. These updates can be performed annually and include adjustments to the replacement schedules, contributions, balances, replacement costs, inflation rates, and interest income. The Level III Administrative Update can be a cost-effective way of keeping current between Level II Full Update cycles. Full Updates (Level II) and Administrative Updates (Level III) help to ensure the integrity of the reserve fund plan.

6. PREVENTIVE MAINTENANCE

The following preventive maintenance practices are suggested to assist the Association in the development of a routine maintenance program. The recommendations are not to be considered the only maintenance required, but should be included in an overall program. The development of a maintenance checklist and an annual condition survey will help extend the useful service lives of the Association's assets.

This section includes protocols for many, but not necessarily all, components in the report. Items for which no maintenance is necessary, appropriate or beyond the purview of this report are not included in this section.

6.1 Asphalt Pavement: Pavement maintenance is the routine work performed to keep a pavement, subjected to normal traffic and the ordinary forces of nature, as close as possible to its as-constructed condition. Asphalt overlays may be used to correct both surface deficiencies and structural deficiencies. Surface deficiencies in asphalt pavement usually are corrected by thin resurfacing, but structural deficiencies require overlays designed on factors such as pavement properties and traffic loading. Any needed full-depth repairs and crack filling should be accomplished prior to overlaying. The edgemoil and overlay process includes milling the edges of the pavement at the concrete gutter and feathering the depth of cut toward the center of the drive lane. Milling around meter heads and utility features is sometimes required. The typical useful life for an asphalt overlay is twenty years.

6.2 Asphalt Seal Coating: The purpose is to seal and add new life to a roadway surface. It protects the existing pavement but does not add significant structural strength. A surface treatment can range from a single, light application of emulsified asphalt as a "fog" seal, to a multiple-surface course made up of alternate applications

of asphalt and fine aggregate. Seal coating of all asphalt pavements should be performed at approximately six-year intervals, or approximately twice during the service life of the asphalt pavement. Seal coating more often is generally not cost-effective. The material used should be impervious to petroleum products and should be applied after crack filling, oil-spot cleaning, and full-depth repairs have been accomplished. Seal coating is a cost-effective way of extending the life of asphaltic concrete pavement. Seal coating is generally not scheduled for up to five years after an asphalt restoration project.

6.3 Asphalt Full-Depth Repairs: In areas where significant alligator cracking, potholes, or deflection of the pavement surface develops, the existing asphalt surface should be removed to the stone base course and the pavement section replaced with new asphalt. Generally, this type of failure is directly associated with the strength of the base course. When the pavement is first constructed, the stone base consists of a specific grain size distribution that provides strength and rigidity to the pavement section. Over time, the stone base course can become contaminated with fine-grained soil particles from the supporting soils beneath the base course. The most positive repair to such an area is to remove the contaminated base course and replace it with new base stone to the design depth. It is appropriate to perform these types of repairs immediately prior to asphalt restoration projects. Generally, this type of repair should not be required for approximately five years after an asphalt restoration project.

6.4 Asphalt Crack Filling: Cracks that develop throughout the life of the asphalt should be thoroughly cleaned of plant growth and debris (lanced) and then filled with a rubberized asphalt crack sealant. If the crack surfaces are not properly prepared, the sealant will not adhere. Crack filling should be accomplished every three to six years to prevent infiltration of water through the asphalt into the sub-grade, causing damage to the road base. It is appropriate to perform these types of repairs immediately prior to edgmill and overlay. Generally, this type of repair should not be required for approximately five years after an edgmill and overlay project.

6.5 Concrete Curbs and Gutters: Vehicle impacts, differential settlement, construction damage, and cracking and spalling of the concrete will eventually result in the need for replacement of some curb sections. A typical damaged or settled section, usually 10 feet in length, will be removed by saw cutting or jack hammer and re-cast. Replacements are scheduled in cycles because the necessity of full replacement at one time is unlikely.

6.6 Brick Component Tuckpointing & Repair: Brick components should be inspected periodically for step cracks in the mortar and shear cracks through the brick and mortar, indicating settlement problems. Signs of efflorescence on the brick face and mortar or spalling brick faces indicate water infiltration and should be investigated. Water infiltration problems are usually initiated at the top of an improperly sealed coping. Eliminating the infiltration of water into the structure from the coping can be accomplished by various methods, depending on the brick detail. Installation of a metal coping is sometimes a cost-effective method of solving these problems and extending the life of the component. Sealing of brick surfaces with breathable coatings will also extend the useful service life of the brick. All vegetation, such as vines or tree limbs should be kept clear of the brick to prevent damage. As brick components age, depending upon the initial quality of the mortar and the long-term environment of the wall, mortar joints may deteriorate. This condition can be corrected by tuckpointing. Applying soft sealants to the deteriorated joints or to cover up mortar joint cracks is

not recommended. Deteriorated or cracked mortar joints should be repaired by cutting damaged material ¾-inch deep with a diamond blade masonry saw. The void should then be filled with new mortar and the joints struck to match the original work.

6.7 Entrance Signage: The wood components of entrance signs should be periodically cleaned of loose paint, lamination cracks should be re-sealed, and the sign repainted to maintain appearance.

6.8 Bare Wood Components and Trim: Bare wood components, both non-treated and pressure-treated, generally will achieve a greater useful service life and improved appearance if preventative maintenance is performed. Periodic pressure washing and sealing with wood preservative is recommended on all wood components. Rough edges and splinters should be sanded prior to sealing. Damaged or deteriorated wood components should be replaced as necessary. Generally, securing or repairing wood components with screws will provide a better fastening method than nails.

6.9 Tot Lot Equipment and Outdoor Furniture: Bare wood components, both non-treated and pressure-treated, generally will achieve a greater useful service life and improved appearance if preventative maintenance is performed. Periodic pressure washing and sealing with wood preservative is recommended on all wood components. Rough edges and splinters should be sanded prior to sealing. Damaged or deteriorated wood components should be replaced as necessary. Generally, securing or repairing wood components with screws will provide a better fastening method than nails. Tot lot equipment should be inspected frequently for loose components, rough edges, splinters, and safety hazards. Tot lot borders should be leveled periodically, and protruding border anchors should be made flush with the timber surface. Little maintenance is necessary on the newer style, pre-finished or painted metal play modules other than periodic safety inspections and repair, re-finishing, or replacement of any worn or damaged components.

7.10 Tree Trimming, Removal, and Replacement: As communities age, trees, both native and planted, may become problematic if periodic care is not accomplished. Trees may become damaged by weather or disease, or they may outsize their location. Proper, diligent tree trimming may alleviate future problems with regard to damage to adjacent structures. Proper tree trimming also helps maintain a healthy tree and may reduce windage in inclement weather. Proper tree trimming should not be confused with the common practice of topping, which produces, not only an unattractive tree, but also an unhealthy one due to weakening of the root structure. Tree root damage of asphalt footpaths and sidewalks is also a common problem. The best solution is re-routing the adjacent structure, if possible, to prevent future damage. If re-routing is not possible, tree roots causing the damage may be pruned back when replacement of the damaged component is accomplished. The practice of moderate mulching is beneficial for trees. However, repeated mulching against the tree trunk, year after year, without removal of the old mulch can eventually kill trees by trapping moisture against the bark, allowing fungi and insects to easily infiltrate the tree. Mulch should be placed around trees to the drip line, but should not be touching the bark.

COMPONENT DATA AND ASSET REPLACEMENT SCHEDULE TABLE 1 EXPLANATION

This table lists the common assets included in the reserve fund plan and provides details of the replacement schedules. A narrative discussion is provided adjacent to each component. Photo references and maintenance protocol reference numbers are also provided. An explanation of each column in the table follows:

- Column 1 **Component No.** is consistent throughout all tables.
- Column 2 **Component** is a brief description of the component.
- Column 3 **Quantity** of the component studied, which may be an exact number, a rough estimate, or simply a [1] if the expenditure forecast is a lump sum allowance for replacement of an unquantified component.
- Column 4 **Unit of Measurement** used to quantify the component:
- SY = Square Yards
 - SF = Square Feet
 - LF = Linear Feet
 - EA = Each
 - LS = Lump Sum
 - PR = Pair
 - CY = Cubic Yards
- Column 5 **Unit Cost** used to calculate the required expenditure. This unit cost includes removal of existing components and installation of new components, including materials, labor, and overhead and profit for the contractor.
- Column 6 **Total Asset Base** is the total value of common assets included in the study in current dollars. In addition to capital assets, this figure includes one cycle of maintenance liability.
- Column 7 **Typical Service Life (Yrs) or Cycle** is the typical life expectancy of similar components in average conditions or the length of years between replacement cycles, and does not necessarily reflect the conditions observed during the field evaluation. This number is furnished for reference and is not necessarily computed in the system.
- Column 8 **1st Cycle Year** is the scheduled year of the first projected replacement or repair.
- Column 9 **Percentage of Replacement** is the percentage of component value to be replaced in the first replacement cycle.
- Column 10 **Cost for 1st Cycle** is the future cost (with inflation) of the replacement. It is the product of Column 6 times Column 9 in future dollars.
- Column 11 **2nd Cycle Year** is the scheduled year of the second projected replacement or repair. If a second cycle is not listed, it is because the first cycle is beyond the end of the study.
- Column 12 **Percentage of Replacement** is the percentage of component value to be replaced in the second replacement cycle. This can vary from the percentage of the first cycle for various reasons, such as the increased age of a component may require a larger amount of repair.
- Columns 13 **Cycles, Percentage, and Cost** repeat as itemized above. Although not shown on the tables, Through 16 the cycles continue throughout the study period and beyond.
- Column 18 **Discussion** is the description and observed condition of the component and the methodology employed in the decision-making process. Includes the photo reference, **(Photo # 1, #2, etc.)** and Maintenance Protocol reference numbers **(7.1, 7.2 etc.)** if applicable.

CALENDAR OF EXPENDITURES TABLE 2 EXPLANATION

This table is a yearly plan of action of replacements and costs. A description of the columns in the table follows:

- Column 1 **Year** is the year of the projected replacement and expenditure.
- Column 2 **Component No.** itemizes the components and is consistent throughout the tables.
- Column 3 **Component** is a brief description of the component.
- Column 4 **Present Cost** is the cost for the cycle in today's dollars.
- Column 5 **Future Cost (Inflated)** is the cost for the cycle in future dollars.
- Column 6 **Total Annual Expenditures** gives the total expenditures by year.
- Column 7 **Action** is an area provided for the Board to make notations as to action taken on each component.

2010 through 2028

Component No.	Component	Quantity	Unit of Measurement	Life Cycle	Total Asset Base	Year 2010			Year 2011			Year 2012			Discussion
						Year	Percentage of Replacement	Cost For Old Cycle	Year	Percentage of Replacement	Cost For Old Cycle	Year	Percentage of Replacement	Cost For Old Cycle	
ASPHALT COMPONENTS															
1.1	Asphalt Restoration Project	4,811	SY	\$12.00	\$57,732	2016	100%	\$87,052	2036	100%	\$122,104	2016	100%	\$87,052	The original asphalt pavement throughout the community appears to be in generally continuing good condition. The thickness of the pavement could not be visually determined. The cost is based on edging and a 1-1/2" overlay. A full service life is dependent on preventative maintenance being performed as scheduled in Items 1.2 and 1.3, below. We have extended the service life by five (5) years based on the current aging patterns.
1.2	Asphalt Seal Coat	4,811	SY	\$1.06	\$5,196	2010	100%	\$5,196	2020	100%	\$7,011	2025	100%	\$5,144	The pavement was seal coated several years ago as originally scheduled. In order to help extend the service life of the pavement and improve curb appeal, we have scheduled additional seal coating projects every five years, except in the year of the pavement restoration project. Seal coating projects include striping. The cost is based on a proposal from Star.
1.3	Asphalt Repair Allowance	1	LS	\$20,000.00	\$20,000	2010	85%	\$18,800	2015	100%	\$23,232	2020	25%	\$5,747	A small amount of deferred pavement (approximately 135 square yards), indicative of sub-base damage in the same locations as the previous deflection that was repaired, was observed at the entrance drive. This area reportedly is low and the Star proposal includes an elevation increase to help with drainage. Minor random longitudinal or transverse cracking was observed and will intensify as the pavement ages. Repairs are essential in order to achieve the projected remaining additional service life of the pavement. Full-depth repairs and crack filling are scheduled every five years throughout the study period, including the year of the asphalt restoration project.
CONCRETE COMPONENTS															
2.1	Concrete Curbs & Gutters	3,336	LF	\$36.00	\$120,096	2013	2%	\$2,628	2018	2%	\$3,053	2023	2%	\$3,546	The driveways are lined with curbs, gutters, cast-in-place, concrete curbs. The curbs are generally in continuing good condition with a very minor amount of deterioration observed. Cyclic repairs are scheduled as full replacement at one time is not appropriate or anticipated. The Board should be aware that repairs to small quantities of concrete may be more costly because of the difficulty of attracting competitive bids for small projects, which may not meet contractor minimums.
2.2	Concrete Wheelstops	10	EA	\$60.00	\$600	2016	100%	\$687	2035	100%	\$1,269				Concrete wheelstops are installed at each space of the parking area at the rear of the community. They appear to be in continuing serviceable condition. Replacements are scheduled to coincide with pavement restoration project.
SITE FEATURES															
3.1	Entrance Monuments	1	LS	\$12,000.00	\$12,000	2040	100%	\$29,482							A brick and mortar monument with rowlock coping, brick bollards, and a planter is constructed at the entrance to the community. Two 2' by 2' brick bollards with ornamental, cast stone finials are constructed at each side of Shaw Court, and masonry brick panels are constructed on either side of the entrance. The brick and mortar monument shows signs of wear and tear, including efflorescence and staining. With periodic maintenance and cleaning performed under the operations budget, the monuments and pavers should provide a long service life.
3.2	Entrance Sign	1	EA	\$1,600.00	\$1,600	2015	100%	\$1,742	2040	100%	\$3,686				A painted, curved HDU (high-density urethane) sign is recessed into the brick entrance monument. It appears to be in continuing good condition, and would benefit from cleaning and re-painting or touch-up painting.
3.3	Entrance Lighting	1	LS	\$1,700.00	\$1,700	2015	100%	\$1,975	2040	100%	\$4,177				Two carriage lights mounted to the brick bollards and one floodlight illuminate the entrance monument. The lights appear to be in continuing good condition, and no problems were reported. Landscape lighting generally has a short useful service life due to the proximity to ground and moisture and damage from landscaping practices.
3.4	Footpath Allowance	1	LS	\$5,600.00	\$5,600	2013	25%	\$1,604	2018	20%	\$1,747	2023	25%	\$2,030	The walkway and steps to the riverside open space are constructed of gravel and pressure-treated wood timber risers. The timbers appear to be in good condition with a minor amount of deterioration and no settlement observed. Though this type of construction is generally problematic due to the settlement of the gravel adjacent to risers resulting in tripping hazards, the gravel is currently flush with the timbers and the differential minimal. It is important that new gravel be added periodically to keep the pedestrian surface flush with the timber risers. It appears that this maintenance has been performed in the past.
3.5	Gazabo Allowance	1	LS	\$12,000.00	\$12,000	2010	10%	\$1,200	2035	50%	\$12,680				A wood gazabo with an approximate 6/12 pitch composite shingle roof, bare wood trim, vinyl siding, and plywood ceiling, mounted on pressure-treated wood posts set into cast-in-place, slab-on-grade concrete is constructed adjacent to the lot. The gazabo appears to be in generally weathered fair condition with several on-going deficiencies observed. Near-term repairs are scheduled and should include trim shingle repair/replacements as necessary, and pressure washing and sealing the bare wood and the wood benches. We have budgeted an allowance to accomplish this repair and maintenance project throughout the study period.
3.6	Tot Lot Allowance	1	LS	\$23,500.00	\$23,500	2020	100%	\$31,710	2035	100%	\$48,703				Tot lot equipment includes a replacement 1/2 post play module with composite posts, vinyl-coated metal steps, platforms, and bridge, plastic slides and gazebo equipment, and a replacement metal swing set, two signs, and pressure-treated wood borders. All equipment appears to be in good condition. Frequent, periodic safety checks of all components should be conducted to prevent personal injury. Replacement costs are based on replacement with U.S. Consumer Product Safety Commission (CPSC)-compliant play modules.
3.7	Signage	8	EA	\$125.00	\$1,000	2018	60%	\$656	2028	60%	\$867	2038	60%	\$1,167	Signs are mounted on either pressure-treated wood posts, perforated metal posts, or are mounted on light poles. All posts and signs appear to be in generally good condition.

Component No.	Component	Quantity	Unit of Measurement	Use Code	Typical Service Rate	17th Cycle Year			18th Cycle Year			19th Cycle Year			Discussion
						Date for Replacement	Percentage of Replacement	Cost for 17th Cycle	Date for Replacement	Percentage of Replacement	Cost for 18th Cycle	Date for Replacement	Percentage of Replacement	Cost for 19th Cycle	
3.8	Tree Trimming, Removal & Replacement Allowance	1	LS	\$7,200.00	\$7,200	10	2013 100%	\$7,877	2023 100%	\$10,629	2033 100%	\$14,342	2033 100%	\$14,342	The community has many beautiful, mature trees in the open space adjacent to the river, as well as planted trees within the townhome areas. Natural trees require periodic trimming to promote health and prevent falling limbs from being a safety hazard. The planted trees may require trimming in the future to prevent damage to adjacent structures and components. Also, occasionally trees must be removed due to damage, disease, or if they outsize their location. We have established a budget to address tree removal, trimming, or replacement periodically throughout the study period.
3.9	Storm Water Drainage System Allowance	1	LS	\$6,000.00	\$6,000	10	2014 100%	\$8,764	2024 100%	\$9,127	2034 100%	\$12,316	2034 100%	\$12,316	Storm water drainage is provided by concrete yard drains, curb drop inlets, and underground structures. All observable components appear to be in continuing good condition with some deterioration of concrete near curb drop inlets. Though storm water drainage systems are a long life component and catastrophic failure is not anticipated, it is prudent to plan for localized repairs and repairs to ancillary damage as the system ages. This category may also be used to address localized erosion issues.

Reserve Fund Plan for
CHATHAM LANDING HOMEOWNERS ASSOCIATION, INC.
 Fredericksburg, Virginia

CALENDAR OF EXPENDITURES
TABLE 2
 2010 Through 2029



YEAR	COMPONENT NO.	COMPONENT	PRESENT COST 2010	FUTURE COST (INFLATED)	TOTAL ANNUAL EXPENDITURES	ACTION
1	2	3	4	5	6	7
2010					2010	
	1.2	Asphalt Seal Coat	\$5,196	\$5,196	TOTAL EXPENDITURES	
	1.3	Asphalt Repair Allowance	\$16,600	\$16,600		
	3.5	Gazebo Allowance	\$1,200	\$1,200	\$22,996	
2011					2011	
					NO EXPENDITURES	
2012					2012	
					NO EXPENDITURES	
2013					2013	
	2.1	Concrete Curbs & Gutters	\$2,402	\$2,628	TOTAL EXPENDITURES	
	3.4	Footpath Allowance	\$1,375	\$1,504		
	3.8	Tree Trimming, Removal, & Replacement Allowant	\$7,200	\$7,877	\$12,009	
2014					2014	
	3.9	Storm Water Drainage System Allowance	\$6,000	\$6,764	TOTAL EXPENDITURES	
					\$6,764	
2015					2015	
	1.1	Asphalt Restoration Project	\$57,732	\$67,062	TOTAL EXPENDITURES	
	1.3	Asphalt Repair Allowance	\$20,000	\$23,232		
	2.2	Concrete Wheelstops	\$600	\$697		
	3.2	Entrance Sign	\$1,500	\$1,742		
	3.3	Entrance Lighting	\$1,700	\$1,976	\$94,709	
2016					2016	
					NO EXPENDITURES	
2017					2017	
					NO EXPENDITURES	
2018					2018	
	2.1	Concrete Curbs & Gutters	\$2,402	\$3,053	TOTAL EXPENDITURES	
	3.4	Footpath Allowance	\$1,375	\$1,747		
	3.7	Signage	\$600	\$636	\$5,435	
2019					2019	
					NO EXPENDITURES	
2020					2020	
	1.2	Asphalt Seal Coat	\$5,196	\$7,011	TOTAL EXPENDITURES	
	1.3	Asphalt Repair Allowance	\$5,000	\$6,747		
	3.6	Tot Lot Allowance	\$23,500	\$31,710	\$45,468	
2021					2021	
					NO EXPENDITURES	
2022					2022	
					NO EXPENDITURES	
2023					2023	
	2.1	Concrete Curbs & Gutters	\$2,402	\$3,546	TOTAL EXPENDITURES	
	3.4	Footpath Allowance	\$1,375	\$2,030		
	3.8	Tree Trimming, Removal, & Replacement Allowant	\$7,200	\$10,629	\$16,205	
2024					2024	
	3.9	Storm Water Drainage System Allowance	\$6,000	\$9,127	TOTAL EXPENDITURES	
					\$9,127	

Reserve Fund Plan for
CHATHAM LANDING HOMEOWNERS ASSOCIATION, INC.
 Fredericksburg, Virginia

CALENDAR OF EXPENDITURES
TABLE 2
 2010 Through 2029



YEAR	COMPONENT NO.	COMPONENT	PRESENT COST 2010	FUTURE COST (INFLATED)	TOTAL ANNUAL EXPENDITURES	ACTION
1	2	3	4	5	6	7
2025	1.2	Asphalt Seal Coat	\$5,196	\$8,144	TOTAL EXPENDITURES	2025
	1.3	Asphalt Repair Allowance	\$10,000	\$15,674		
					\$23,819	2026
2026						NO EXPENDITURES
2027						NO EXPENDITURES
2028	2.1	Concrete Curbs & Gutters	\$2,402	\$4,119	TOTAL EXPENDITURES	2028
	3.4	Footpath Allowance	\$2,750	\$4,716		
	3.7	Signage	\$500	\$857		
					\$9,692	2029
2029						NO EXPENDITURES

CURRENT FUNDING ANALYSIS CASH FLOW METHOD
TABLE 3.0 EXPLANATION
and, if applicable,
ALTERNATIVE FUNDING ANALYSIS CASH FLOW METHOD
TABLE 3.1, 3.2, 3.3 (etc.) EXPLANATION

Table 3.0 shows the financial picture over the twenty-year study period, using the current annual contribution and the reserve fund balance reported at the beginning of the study year. If the results of the study indicate a need to increase the annual contribution to maintain adequate balances throughout the study period, Table 3.1, and possibly, 3.2 will be provided for consideration. Alternatives might also be provided if a community is over-funded and desires to adjust the annual contribution downward.

Alternative funding may be achieved by increasing the annual contribution to a fixed yearly amount or by applying an annual escalation factor to increase contributions over time, or a combination of both methods. An inflation factor and interest income factor may be included in the calculations on this page.

A description of the columns in the table follows:

- Column 1 **Year**
- Column 2 **Total Asset Base** of all common capital assets included in the reserve fund with costs adjusted for inflation.
- Column 3 **Beginning Reserve Fund Balance** is the reserve fund balance after all activity in the prior year is completed.
- Column 4 **Annual Contribution**, on Table 3, is the amount contributed annually to the reserve fund as reported by the Board of Directors. On the Alternative Funding Analysis tables (3.1, 3.2, etc.), the annual contribution is projected to maintain positive balances throughout the study period.
- Column 5 **Interest Income**, which is indicated in the heading of the table, is applied to the reserve fund balance and is accrued monthly throughout each year after the yearly expenditures are deducted. The interest income percentage may be varied to reflect actual experience of the community investments.
- Column 6 **Capital Expenditures** are annual totals of expenditures for each year of the study period adjusted by the inflation percentage listed in the heading of the table.
- Column 7 **Ending Reserve Fund Balance** is the result of the beginning reserve fund balance plus the annual contribution, plus interest income, less capital expenditures for the year.
- Column 8 **Balance to Asset Base Ratio**, expressed as a percentage, is the ratio between the ending reserve fund balance and the total asset base for that year. The ratio is useful to the analysts in understanding general financial condition, but there is no standard ratio as each community's condition and complexity varies.

Reserve Fund Plan for
CHATHAM LANDING HOMEOWNERS ASSOCIATION, INC.
 Fredericksburg, Virginia

CURRENT FUNDING ANALYSIS
CASH FLOW METHOD
TABLE 3



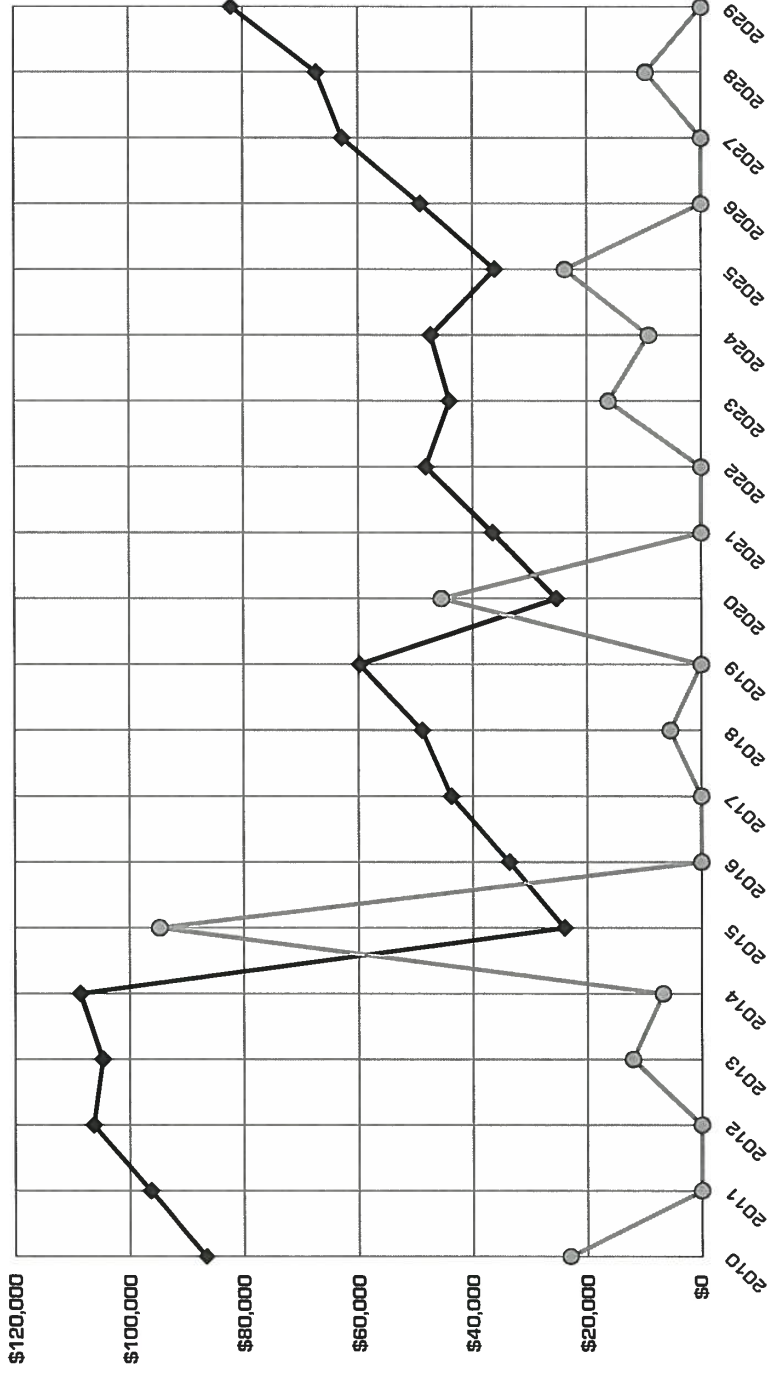
MASON & MASON
 CAPITAL RESERVE ANALYSTS, INC.
 reserves@shentel.net 800-776-6980
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Beginning Reserve Fund Balance: **\$100,100** Annual Contribution To Reserves: **\$7,582** Contribution Percentage Increase: **3.00%** Annual Inflation Factor: **3.00%** Annual Interest Income Factor: **2.00%**

YEAR	TOTAL ASSET BASE	BEGINNING RESERVE FUND BALANCE	ANNUAL CONTRIBUTION	INTEREST INCOME	CAPITAL EXPENDITURES	ENDING RESERVE FUND BALANCE	BALANCE TO ASSET BASE RATIO
	1	2	3	4	5	6	7
2010	\$274,024	\$100,100	\$7,582	\$1,936	\$22,996	\$86,622	32%
2011	\$282,245	\$86,622	\$7,809	\$1,834	\$0	\$96,265	34%
2012	\$290,712	\$96,265	\$8,044	\$2,031	\$0	\$106,339	37%
2013	\$299,433	\$106,339	\$8,285	\$2,106	\$12,009	\$104,721	35%
2014	\$308,416	\$104,721	\$8,534	\$2,133	\$6,764	\$108,624	35%
2015	\$317,669	\$108,624	\$8,790	\$1,259	\$94,709	\$23,964	8%
2016	\$327,199	\$23,964	\$9,053	\$582	\$0	\$33,600	10%
2017	\$337,015	\$33,600	\$9,325	\$780	\$0	\$43,705	13%
2018	\$347,125	\$43,705	\$9,605	\$928	\$5,435	\$48,802	14%
2019	\$357,539	\$48,802	\$9,893	\$1,093	\$0	\$59,787	17%
2020	\$368,265	\$59,787	\$10,190	\$824	\$45,468	\$25,333	7%
2021	\$379,313	\$25,333	\$10,495	\$626	\$0	\$36,454	10%
2022	\$390,693	\$36,454	\$10,810	\$854	\$0	\$48,118	12%
2023	\$402,413	\$48,118	\$11,134	\$916	\$16,205	\$43,964	11%
2024	\$414,486	\$43,964	\$11,468	\$913	\$9,127	\$47,218	11%
2025	\$426,920	\$47,218	\$11,813	\$823	\$23,819	\$36,035	8%
2026	\$439,728	\$36,035	\$12,167	\$860	\$0	\$49,062	11%
2027	\$452,920	\$49,062	\$12,532	\$1,127	\$0	\$62,721	14%
2028	\$466,507	\$62,721	\$12,908	\$1,301	\$9,692	\$67,238	14%
2029	\$480,503	\$67,238	\$13,295	\$1,502	\$0	\$82,035	17%
STUDY PERIOD TOTALS			\$203,731	\$24,428	\$246,224		

CURRENT FUNDING ANALYSIS
CASH FLOW METHOD
TABLE 3

◆ ENDING RESERVE FUND BALANCE
○ CAPITAL EXPENDITURES



**ALTERNATIVE FUNDING ANALYSIS
HYBRID APPROACH
CASH FLOW METHOD
TABLE 3.1**

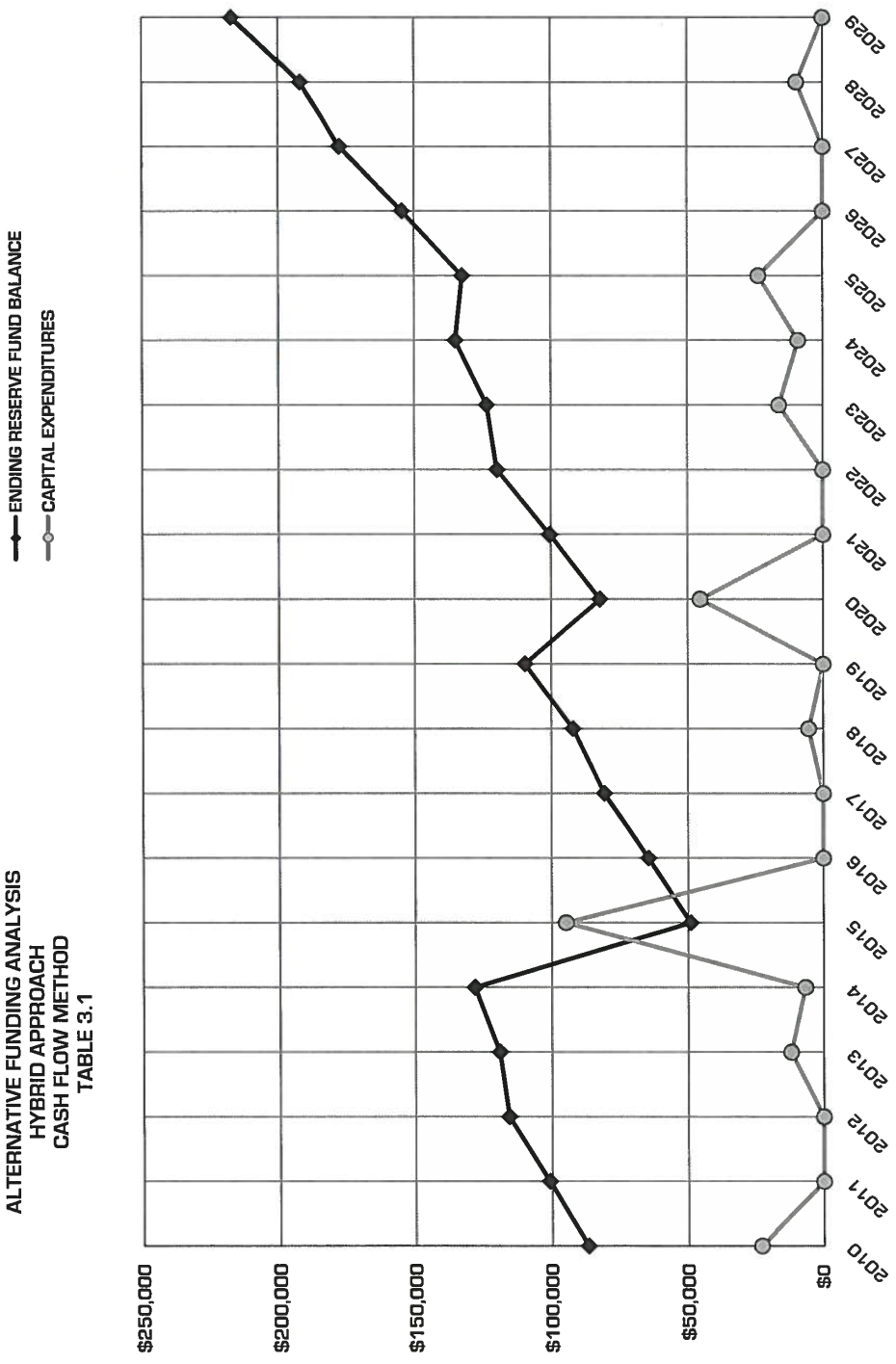
Reserve Fund Plan for
CHATHAM LANDING HOMEOWNERS ASSOCIATION, INC.
Fredericksburg, Virginia

Beginning Reserve Fund Balance: **\$100,100** Annual Contribution To Reserves: **\$7,582** Contribution Percentage Increase: **3.00%** Annual Inflation Factor: **3.00%** Annual Interest Income Factor: **2.00%**

YEAR	TOTAL ASSET BASE	BEGINNING RESERVE FUND BALANCE	ANNUAL CONTRIBUTION	INTEREST INCOME	CAPITAL EXPENDITURES	ENDING RESERVE FUND BALANCE	BALANCE TO ASSET BASE RATIO
	2	3	4	5	6	7	8
2010	\$274,024	\$100,100	\$7,582	\$1,936	\$22,996	\$86,622	32%
2011	\$282,245	\$86,622	\$12,298	\$1,882	\$0	\$100,802	36%
2012	\$290,712	\$100,802	\$12,667	\$2,173	\$0	\$115,642	40%
2013	\$299,433	\$115,642	\$13,047	\$2,346	\$12,009	\$119,025	40%
2014	\$308,416	\$119,025	\$13,438	\$2,475	\$6,764	\$128,174	42%
2015	\$317,669	\$128,174	\$13,841	\$1,709	\$94,709	\$49,015	15%
2016	\$327,199	\$49,015	\$14,256	\$1,145	\$0	\$64,417	20%
2017	\$337,015	\$64,417	\$14,684	\$1,460	\$0	\$80,561	24%
2018	\$347,125	\$80,561	\$15,125	\$1,732	\$5,435	\$91,982	26%
2019	\$357,539	\$91,982	\$15,578	\$2,026	\$0	\$109,587	31%
2020	\$368,265	\$109,587	\$16,046	\$1,893	\$45,468	\$82,058	22%
2021	\$379,313	\$82,058	\$16,527	\$1,836	\$0	\$100,421	26%
2022	\$390,693	\$100,421	\$17,023	\$2,212	\$0	\$119,657	31%
2023	\$402,413	\$119,657	\$17,534	\$2,430	\$16,205	\$123,416	31%
2024	\$414,486	\$123,416	\$18,060	\$2,589	\$9,127	\$134,937	33%
2025	\$426,920	\$134,937	\$18,601	\$2,668	\$23,819	\$132,388	31%
2026	\$439,728	\$132,388	\$19,159	\$2,881	\$0	\$154,428	35%
2027	\$452,920	\$154,428	\$19,734	\$3,332	\$0	\$177,495	39%
2028	\$466,507	\$177,495	\$20,326	\$3,699	\$9,692	\$191,828	41%
2029	\$480,503	\$191,828	\$20,936	\$4,100	\$0	\$216,864	45%
STUDY PERIOD TOTALS			\$316,463	\$46,525	\$246,224	\$216,864	

FULLY FUNDED BALANCE FROM
TABLE 4

ALTERNATIVE FUNDING ANALYSIS
 HYBRID / APPROACH
 CASH FLOW METHOD
 TABLE 3.1



FUNDING ANALYSIS COMPONENT METHOD TABLE 4 EXPLANATION

Table 4 is a yearly list of annual contributions toward each component, which must be made to achieve 100% funding. The reserve fund balance is the balance at the beginning of the study year. The beginning reserve fund balance is applied, proportionately, to each component prior to calculating the yearly contribution for each component. Future costs (inflation) are factored into the replacement cycles. The annual contribution for each year is calculated in the bottom row of the study labeled **Annual Component Contribution Totals**. Interest and inflation are calculated at the same annual rates as the Cash Flow Method (Table 3).

- Column 1 **Component Number** is consistent throughout the tables.
- Column 2 **Component** is a brief description of the component.
- Columns 3 - 22 **Years** lists the annual contribution amount toward each component throughout the twenty-year study period, which is totaled at the bottom of the component table.

COMPONENT METHOD SUMMARY

The component method summary computes the beginning reserve fund balance, the annual component contribution, the annual expenditures, and interest income. It then provides the ending reserve fund balance for each year of the study.

**FUNDING ANALYSIS
 COMPONENT METHOD**
TABLE 4

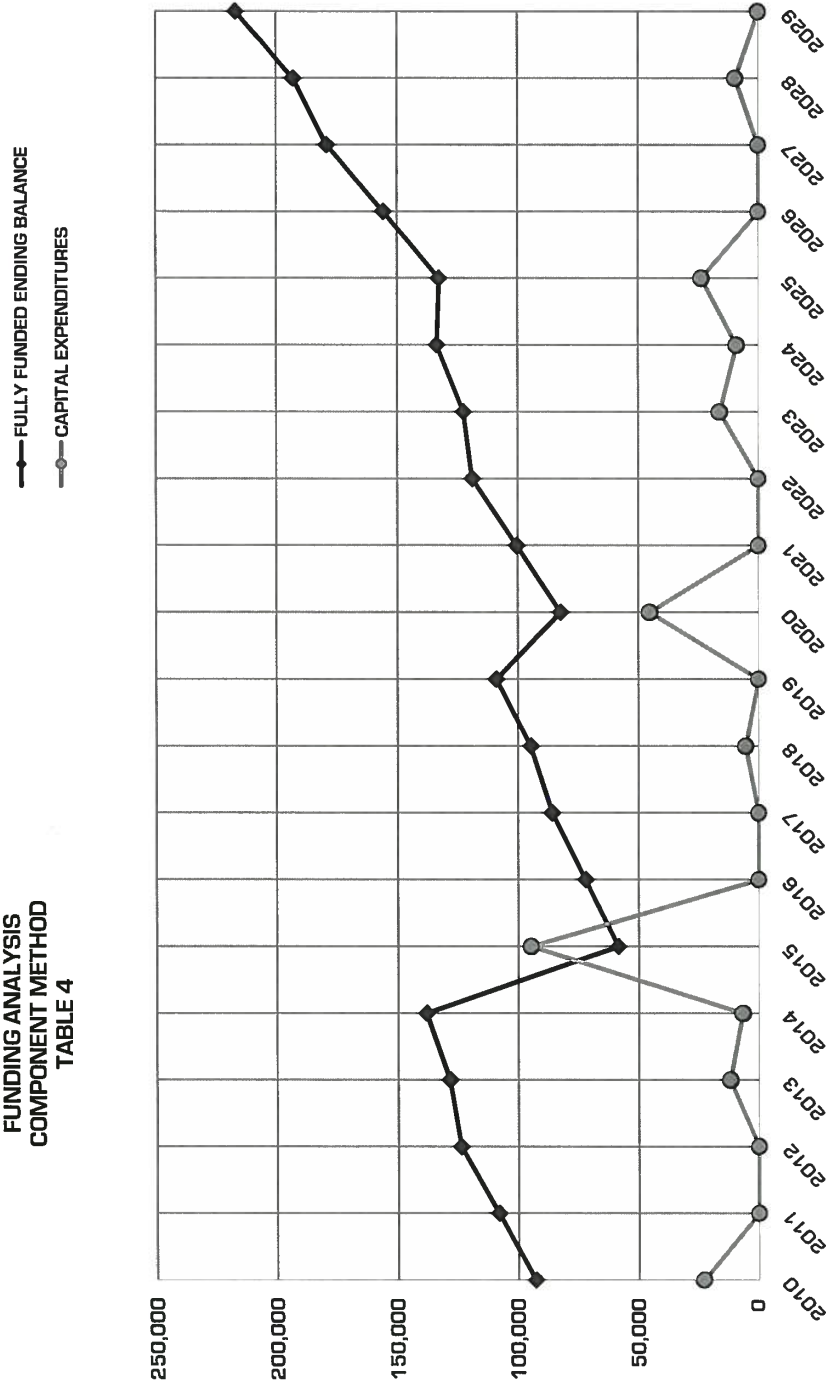
Beginning Reserve Fund Balance:
 \$100,100

Component	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
1 Asphalt Restoration Project	3,419	3,419	3,419	3,419	3,419	4,962	4,962	4,962	4,962	4,962	4,962	4,962	4,962	4,962	4,962	4,962	4,962	4,962	4,962	4,962
2 Asphalt Seal Coat	633	633	633	633	633	633	633	633	633	633	1,548	1,548	1,548	1,548	1,798	1,798	1,798	1,798	1,798	1,798
3 Asphalt Repair Allowance	4,415	4,415	4,415	4,415	4,415	1,282	1,282	1,282	1,282	1,282	2,978	2,978	2,978	2,978	2,978	5,190	5,190	5,190	5,190	5,190
1 Concrete Curbs & Gutters	416	416	416	590	590	590	590	590	674	674	674	674	674	783	783	783	783	783	909	909
2 Concrete Wheelstops	35	35	35	35	35	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52
1 Entrance Monuments	369	369	369	369	369	369	369	369	369	369	369	369	369	369	369	369	369	369	369	369
2 Entrance Sign	89	89	89	89	89	114	114	114	114	114	114	114	114	114	114	114	114	114	114	114
3 Entrance Lighting	114	114	114	114	114	129	129	129	129	129	129	129	129	129	129	129	129	129	129	129
4 Footpath Allowance	238	238	238	332	332	332	332	332	386	386	386	386	386	386	386	896	896	896	896	896
5 Gazebo Allowance	391	391	391	391	391	391	391	391	391	391	391	391	391	391	391	391	391	391	391	391
6 Tot Lot Allowance	1,532	1,532	1,532	1,532	1,532	1,532	1,532	1,532	1,532	1,532	2,839	2,839	2,839	2,839	2,839	2,839	2,839	2,839	2,839	2,839
7 Signage	26	26	26	26	26	26	26	26	77	77	77	77	77	77	77	77	77	77	77	104
8 Tree Trimming, Removal, & Replacement All	689	689	689	959	959	959	959	959	959	959	959	959	959	959	1,295	1,295	1,295	1,295	1,295	1,295
9 Storm Water Drainage System Allowance	1,060	1,060	1,060	1,060	824	824	824	824	824	824	824	824	824	824	1,112	1,112	1,112	1,112	1,112	1,112
ANNUAL COMPONENT CONTRIBUTION TOTALS	13,425	13,425	13,425	13,953	13,717	12,184	12,184	12,184	12,383	12,383	16,301	16,301	16,301	17,266	17,643	20,005	20,005	20,005	19,783	19,783

Component Method Summary	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
BEGINNING RESERVE FUND BALANCE	100,100	92,696	106,138	123,893	128,489	138,185	58,582	72,082	85,853	94,669	109,098	82,311	100,451	118,968	122,698	133,680	132,782	155,666	179,050	192,970
PLUS ANNUAL COMPONENT CONTRIBUTION	13,425	13,425	13,425	13,953	13,717	12,184	12,184	12,184	12,383	12,383	16,301	16,301	16,301	17,266	17,643	20,005	20,005	20,005	19,783	19,783
MINUS ANNUAL EXPENDITURES	22,996	0	0	12,009	6,764	84,708	0	0	5,035	0	45,468	0	0	16,205	9,127	23,819	0	0	9,692	0
SUBTOTAL	90,529	106,121	121,563	125,836	135,442	55,660	70,766	84,266	92,801	107,052	79,931	98,612	116,752	120,008	131,014	129,866	152,787	175,690	189,141	212,753
PLUS INTEREST INCOME @ 2.00%	2,167	2,017	2,329	2,653	2,743	2,922	1,315	1,568	1,868	2,046	2,380	1,939	2,205	2,589	2,666	2,916	2,898	3,360	3,830	4,111
FULLY FUNDED ENDING BALANCE	92,696	106,138	123,893	128,489	136,185	58,682	72,082	85,853	94,669	109,098	82,311	100,451	118,968	122,698	133,680	132,782	155,666	179,050	192,970	216,864

TOTAL EXPENDITURES	246,224	312,546	50,442	AVERAGE ANNUAL CONTRIBUTION	15,627	FULLY FUNDED BALANCE GOAL
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FUNDING ANALYSIS
COMPONENT METHOD
TABLE 4



**PHOTOGRAPHS
WITH
DESCRIPTIVE
NARRATIVES**



MASON & MASON
CAPITAL RESERVE ANALYSTS, INC.



PHOTO #1
This area of pavement at the entrance has now delaminated from the base and requires repair to extend the service life.



PHOTO #2
This area was repaired as recommended, but is now experiencing secondary deflection at the original full-depth repair patch (yellow) and radiating out beyond the original limits (red).



PHOTO #3
Random pavement cracking is now present to a limited degree. These cracks should be filled as part of the life-extension maintenance prior to the new application of seal coat.



PHOTO #4
The monument appears to be in continuing good condition, albeit stained. Periodic acid cleaning of the masonry will renew appearance.



PHOTO #5
The two entrance bollards are also in continuing good condition.



PHOTO #6
The gravel and wood timber steps and path is holding up well with a small amount of wood deterioration observed.



PHOTO #7
The gazebo is looking a little tired and would benefit from a general cleaning or pressure washing and re-painting.



PHOTO #8
Minor repairs to the asphalt roofing shingles were not accomplished as suggested in 2003. This area should be repaired.



PHOTO #9
The upgraded replacement tot lot appears to be in good condition and should provide a long service life.

Chatham Landing HOA

Insurance



FirstService
RESIDENTIAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Welch, Graham & Ogden Ins., Inc. 7723 Ashton Avenue Manassas VA 20109		CONTACT NAME: Ellen Burton PHONE (A/C, No, Ext): (703)530-1300 E-MAIL ADDRESS: eburton@wgoins.com FAX (A/C, No): (703)530-9994	
INSURED Chatham Landing HOA, DBA: c/o FirstService FirstService Residential DC Metro, LLC 11351 Random Hills Rd. Suite 500 Fairfax VA 22030		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10677	

COVERAGES

CERTIFICATE NUMBER: 16-17

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Common Area Liability Only.			ENP 0181657	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
								MED EXP (Any one person) \$ 5,000
								PERSONAL & ADV INJURY \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			ENP 0181657	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$	
								BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER \$	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
A	Directors & Officers			BCP0001555	4/1/2016	4/1/2017	\$1000 Deductible \$1,000,000	
A	Crime- Employee Dishonesty			B8992605	4/1/2016	4/1/2017	\$1000 Deductible \$75,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

helene.bates@fsresidential FirstService Residential FirstService Residential DC Metro, LLC 11351 Random Hills Rd. Suite 500 Fairfax, VA 22030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ellen Burton/EB 
--	--

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Chatham Landing HOA

Declaration



FirstService
RESIDENTIAL

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BOOK 663 PAGE 427

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CHARLES S. SHAW, TRUSTEE and WASHINGTON HOMES, INC. OF VIRGINIA, a Virginia Corporation, hereinafter referred to as "Declarant" and METROPOLITAN FEDERAL SAVINGS AND LOAN ASSOCIATION (First Deed of Trust); and RALPH M. KIMBLE, TRUSTEE; and THE BANK OF ALEXANDRIA (Second Deed of Trust) and I. DAVID HOLDEN, TRUSTEE; and SCOTT C. HUMPHREY, TRUSTEE, hereafter referred to as "Noteholder".

WITNESSETH:

WHEREAS, Declarant is the owner of a certain property in the County of Stafford, State of Virginia, which is more particularly described as:

All that land encompassed in the Chatham Landing Subdivision, Stafford County, Virginia as shown on a Plat dated October 10, 1988 made by Gilbert W. Clifford & Associates which Plat is recorded in the Clerk's Office of the Circuit Court of Stafford County, Virginia in Plat Book 17 at Pages 172 - 173, including but not limited to, Lots 1 through 72 and including all "Common Areas" as well as all roads as designated: (Shaw Court).

WHEREAS, Metropolitan Federal Savings and Loan Association is the Noteholder under a Deed of Trust dated March 25, 1988, recorded among the Land Records of Stafford County, Virginia in Deed Book 589 at Page 697 with Ralph M. Kimble, Jr., Trustee; and

WHEREAS, The Bank of Alexandria is the Noteholder under a Deed of Trust dated October 26, 1988, recorded among the Land Records of Stafford County, Virginia in Deed book 644 at Page 91 with J. David Holden and Scott C. Humprey as Trustees.

NOW, THEREFORE, Declarant hereby declares that all 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

GORDON B. GAY
Attorney at Law
25 Butler Road
Falmouth, VA 22403

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properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "ASSOCIATION" shall mean and refer to Chatham Landing Homeowner's Association, Incorporated", its successors and assigns.

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

SECTION 3. "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 4. "COMMON AREA" shall mean all real property which shall be used for the common use and enjoyment of the owners. The Common Area for Chatham Landing, shall include, but not be limited to: "Common Areas" as set forth on the final Plat made by Gilbert W. Clifford & Associates, dated October 10, 1988 and recorded in the Clerk's Office of the Circuit Court of Stafford County, Virginia in Plat Book ___ at Pages ___ - ___. Reference is hereby made to these Plats and any amendments thereto, and this Declaration is subject to applicable utility and other easements as shown on those streets shown as Shaw Court or which may be found in the chain of title to this property. Common Areas in additional sections of Chatham Landing, if any, shall be designated by amendment to these restrictions by reference.

SECTION 5. "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exceptions of any common area.

SECTION 6. "DECLARANTS" shall mean and refer to Charles S. Shaw, Trustee, his successors and assigns provided such successors or assigns acquire more than one undeveloped Lot from the Declarant for the purpose of development and Washington Homes, Inc. of Virginia as purchaser.

ARTICLE II

PROPERTY RIGHT

SECTION 1. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Areas.

(b) The right of the Association to suspend the voting rights and right to use any of the recreational facilities by any owner for any period during which any assessment against this Lot remains unpaid, and for a period not to exceed Sixty (60) days for any infractions 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 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 individual Owners to exclusive use of the parking space as provided in Article VII.

SECTION 2. DELEGATION OF USE. Any Owner 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.

ARTICLE III

MEMBERSHIP 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 any may not be separated from Ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting members:

CLASS A.

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

CLASS B.

Class B members shall be the Declarants 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 outstanding; or

(b) on the 1st day of January, 1992

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarants, for each Lot owned within the Properties, hereby covenants, and each Owner, or any owned Lot by acceptance of a Deed, therefore, whether or not it shall be so expressed in such Deed, it is deemed to covenant and agree to pay to the Association: (1) annual assessment charges; (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 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 improvements and maintenance of the Common Area and of maintaining the streets entitled Shaw Court as shown on the recorded subdivision plat by Gilbert W. Clifford & Associates recorded in Plat Book ___ at Pages ___ - ___ and such other land as may be added from time to time and deeded to the Association.

SECTION 3. MINIMUM ANNUAL ASSESSMENTS. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$150.00 for townhouse Lots as \$12.50 per month.

(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 five percent (5%) above the maximum annual 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 Five Percent (5%) 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 and 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 presents of members or of proxies entitled to cast Sixty Percent (60%) of all the vote 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 requirements and the required quorum at the subsequent meeting shall be One-Half (1/2) 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 or quarterly basis.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessment provided for herein shall commence as to all Lots on the first date of the first month following the conveyance of a Lot to an individual owner other than the Declarants. 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 office of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within Thirty (30) days after the due date shall bear interest from the due date at the rate of Eight percent (8%) 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 the non-use of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first Deed of Trust. Sale or transfer of any Lot shall not effect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first Deed of Trust of 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 assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No buildings, signs (except those erected by Declarants or their agent to identify subdivision or to sell lots), fence, wall or other structure shall be commenced, erected or maintained upon Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structure 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 will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

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 or 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 way affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land 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 Percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than Seventy-Five Percent (75%) of the Lot Owners except for additions to be common area through

recording of additional sections of Chatham Landing which shall be at the sole discretion of the Declarants. Any amendment must be recorded.

SECTION 4. ANNEXATION. Additional residential property and common area may be annexed to the Properties with the sole consent and discretion of the Declarants or their assigns.

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: Annexation of additional properties not shown on the preliminary plan of Subdivision approved by Stafford County, Dedication of Common Area on recorded subdivision plat, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII

PARKING

SECTION 1. PARKING RIGHTS. Ownership of each Lot shall entitle owner or owners thereof to the use of not more than Two (2) automobile parking spaces, for currently licensed vehicles on each Townhouse Lot as provided. No owner shall park a camper, trailer, boat trailer, school bus or truck larger than one-half (1/2) ton, on their property or in the private street for longer than Twenty-Four (24) hours. No vehicle under repair, "junk car" or other unsightly vehicle shall be allowed on any lot or street.

ARTICLE VIII

PARTY WALLS FOR TOWNHOUSES

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 OR 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 Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

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

SECTION 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of an 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 IX

STAGED DEVELOPMENT

Development of Chatham Landing shall be by recording subdivision plats of lots by Section according to preliminary plans as approved by Stafford County, Virginia as may be modified from time to time. Streets and common areas shall be deeded to the Association.

ARTICLE X

EASEMENTS

SECTION 1. There are hereby permanent and exclusive easements designated as common areas or utility easements designated on those certain plats by Gilbert W. Clifford & Associates, Inc. dated October 10, 1988, recorded along with any by reference made a part hereof; said easements shall be for maintenance, parks, sidewalks, drainage, utilities, ingress or egress, and for other purposes as the Association may from time to time prescribe not in consistence with these enumerated uses.

ARTICLE XI

RESTRICTIONS

SECTION 1. All residences in Chatham Landing shall be used as single family dwellings.

SECTION 2. No swine, cows, horses, fowl, goats or other livestock shall be kept on the premises, nor shall dogs, cats or other pets be kept in numbers totaling in excess of one dog or two cats per lot.

SECTION 3. No commercial or professional signs shall be exhibited on any lot in the subdivision in any manner, except as stated in Article V and no lot in said subdivision shall be used for business or commercial purposes but shall be used for residential purposes only. This section does not preclude the property owner from posting or having posted a sign of not more than Five (5) square feet advertising the property for sale or rent.

SECTION 4. Owners of lots in said subdivision shall keep their lots free of garbage, trash and untidy debris and litter and outdoor clothes lines. The Association is vested with power to enforce the covenant at the expense of the lot owners. Upon noncompliance with written notice after Ten (10) days. This shall include dwellings damaged or otherwise not in good repair, cars under repair and fences.

SECTION 5. No commercial vehicles, unlicensed cars or trucks, boat trailers, campers, buses, motorcycles or equipment shall be parked on any parking areas of this subdivision except for pick-up or panel delivery trucks and then only overnight and over weekends when used for the purpose of traveling to and from work. This covenant shall not apply to vehicles and equipment used in the construction of buildings upon the lots in the subdivision or to utility companies vehicles or equipment while installing, maintaining or repairing utilities or utilities easement right-of-way.

ARTICLE XII

ADDITIONAL COVENANTS

SECTION 1. It is further understood and agreed, as follows:

(a) The Association shall provide written notification of any default by an Owner of any lot of such Owners obligation to the Association which is

not cured within Thirty (30) days to any first mortgage or first Deed of Trust holder.

(b) Any first mortgagee who comes into possession of any Lot pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or Deed (or Assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal"

(c) Any first mortgagee who comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or Deed (or Assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unity which accrue prior to the time such holder comes into possession of the Lot (except for claims resulting from pro-rata reallocation of such assessments or charges to all units including the mortgaged unit).

(d) Unless at least Seventy-Five Percent (75%) of the first mortgagees (based upon one vote for each first mortgage) of individual Lots have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon, petition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by such Association, for the benefit of the Owner;

(2) Change the method of determining the obligations, assessments, duties or other changes which may be levied against an Owner;

(3) By act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units;

(4) Fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount not less than One Hundred Percent (100%) of the insurable value (based on current replacement costs);

(5) Use hazard insurance proceeds for losses to any Common Area for other than repair, replacement or reconstruction of such improvements;

(e) First mortgagees shall have the right to examine the books and records of the Association.

(f) First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property and first mortgagees make such payment shall be owed immediate reimbursement therefore from the Association. Entitlement to such reimbursement is hereby agreed to and this instrument constitutes an agreement between the first mortgagees of Lots and the Association.

(g) No provision of the Articles of Incorporation of the Association, or the Declaration of Easements, Restrictions and Covenants, or any similar instrument pertaining to Lots or Common Areas shall give an Owner or any other party priority over any rights of first mortgagees of Lots pursuant to their mortgages in the case of a distribution to the Lot Owners of insurance proceeds or condemnation awards for losses to or taking of Common Area properties.

(h) Owners have a right of access to and enjoyment of the Common Areas and such property shall be owned in fee or in an acceptable leasehold estate by the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarants, Trustees and Noteholders herein, have hereunto set their hands and seals this _____ day of February, 1989.

The aforesaid Noteholders and Trustees hereby consent to this Declaration but do not hereby represent to obligate themselves for any improvements to be made on the property whatsoever.



CHARLES S. SHAW, TRUSTEE

*Plat BK17
Pcp 1724 173*

WASHINGTON HOMES, INC. OF
VIRGINIA, Declarant

BY:



TIMOTHY M. BATES, VICE PRESIDENT

GORDON B. GAY
Attorney at Law
25 Butler Road
Falmouth, VA 22403

BOOK 663 PAGE 439

METROPOLITAN FEDERAL
SAVINGS AND LOAN
ASSOCIATION, Noteholder
(First Deed of Trust)

BY:

Ralph M. Kimble (SEAL)
President
(name, title)

Ralph M. Kimble (SEAL)
RALPH M. KIMBLE, ~~TR~~, TRUSTEE

THE BANK OF ALEXANDRIA,
Noteholder
(Second Deed of Trust)

BY:

Harvey R. Boltwood (SEAL)
Harvey R. Boltwood, Senior Vice President
(name, title)

J. David Holden (SEAL)
J. DAVID HOLDEN, TRUSTEE

Scott C. Humprey
SCOTT C. HUMPREY, TRUSTEE

BOOK 663 PAGE 440

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

The foregoing instrument was acknowledged before me this 13th
day of February, 1989 by RALPH M. KIMBLE, TRUSTEE.

My Commission expires: October 24, 1990.

Barbara B. Jones
NOTARY PUBLIC

STATE OF VIRGINIA
CITY/COUNTY OF Alexandria, to-wit:

The foregoing instrument was acknowledged before me this 10th
day of February, 1989 by Harvey R. Boltwood
who is (title) Senior Vice President of THE
BANK OF ALEXANDRIA, Noteholder, and who is authorized to sign on
behalf of The Bank of Alexandria.

My Commission expires: September 25, 1990.

Maureen D. Fenore
NOTARY PUBLIC

STATE OF VIRGINIA
CITY/COUNTY OF ALEXANDRIA, to-wit:

The foregoing instrument was acknowledged before me this 10
day of FEBRUARY, 1989 by J. DAVID HOLDEN, TRUSTEE.

My Commission expires: April 24, 1989.

Sharon M. Hawry
NOTARY PUBLIC

STATE OF VIRGINIA
CITY/COUNTY OF Alexandria, to-wit:

The foregoing instrument was acknowledged before me this 14th
day of February, 1989 by CHARLES S. SHAW, TRUSTEE.

My Commission expires: 2/7/92

Candace Melvin Labrusa
NOTARY PUBLIC
I was commissioned Candace S. Melvin

^{unincorporated}
STATE OF VIRGINIA
CITY/COUNTY OF Charlottesville, to-wit:

The foregoing instrument was acknowledged before me this 1st
day of February, 1989 by TIMOTHY M. BATES, VICE PRESIDENT
of WASHINGTON HOMES, INC. OF VIRGINIA, a Virginia Corporation,
Declarant..

My Commission expires: July 1, 1990

Thomas R. Gable
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 13th
day of February, 1989 by RALPH M. KIMBLE
who is (title) President of
METROPOLITAN FEDERAL SAVINGS AND LOAN ASSOCIATION,
Noteholder, and who is authorized to sign on behalf of Metropolitan Federal
Savings and Loan Association.

My Commission expires: October 24, 1990

Barbara Bates
NOTARY PUBLIC

BOOK 663 PAGE 442

STATE OF VIRGINIA
CITY/COUNTY OF Alexandria to-wit:

The foregoing instrument was acknowledged before me this 9th
day of February, 1989 by SCOTT C. HUMPHREY, TRUSTEE.

My Commission expires: 2/7/92

Cardace Melvin Labourea
NOTARY PUBLIC

I was commissioned
Cardace C. Melvin

STATE OF VIRGINIA,
COUNTY OF STAFFORD, TO-WIT:

IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR THE
COUNTY OF STAFFORD, THE 24 DAY OF February, 1989
THE FOREGOING ~~DEED~~ Declaration + Plats WAS PRESENTED AND
WITH THE CERTIFICATE ANNEXED, ADMITTED TO RECORD AT 3:08
PM AND INDEXED, AFTER PAYMENT OF \$0.00 TAX IMPOSED
BY SEC. 58-54.1.

TESTE:

Lillian Titmeyer CLERK.
By: Barbara B. Decatur, Jr

447/4

BOOK 731 PAGE 806

**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

CHATHAM LANDING SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by **CHARLES S. SHAW, TRUSTEE** and **WASHINGTON HOMES, INC. OF VIRGINIA**, a Virginia Corporation, hereinafter referred to as "Declarant"; and **JACQUELINE GARLAND, TRUSTEE**; and **SUSAN CLOSE, TRUSTEE**; and **VISTA FEDERAL SAVINGS BANK, TRUSTEE**; hereafter referred to as "Noteholder".

WITNESSETH:

WHEREAS, the Declarant recorded Declaration of Covenants, Conditions and Restrictions to Chatham Landing in Deed Book 663 at Page 427 in the Clerk's Office of the Circuit Court of Stafford County, Virginia; and

WHEREAS, the Veterans Administration has required certain provisions to be amended.

NOW, THEREFORE, the following paragraphs are amended to read as follows:

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 3. MINIMUM ANNUAL ASSESSMENTS.

(d) Notwithstanding anything elsewhere set forth herein, the annual assessments or charges made or levied against any Lot of which the Declarant is the owner on January 1st of the year to which the assessment pertains, shall equal twenty-five percent (25%) of the annual assessment or charge made or levied against any other Lot on the Property, it being intended that the Declarant shall not pay more, or less, than twenty-five percent (25%) of the per Lot annual assessment established by the Association under this section. For the privilege of this reduced assessment liability, Declarant shall fund all budget deficits of the Association until the Declarant is no longer a Class B member of the Association.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessment provided for herein shall commence as to all Lots on the first date of the first 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

5-8-90
REA 401
GORDON B. GAY
Attorney at Law
25 Butler Road
Blumouth, VA 22403

11:37

BOOK 731 PAGE 807

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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

ARTICLE VI

GENERAL PROVISIONS

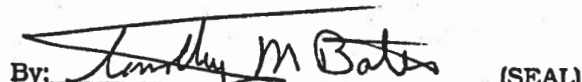
SECTION 4. ANNEXATION. Additional residential property and common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Nothing herein shall amend any other sections of said Declaration of Covenants, Conditions and Restrictions.



CHARLES S. SHAW, TRUSTEE (SEAL)

WASHINGTON HOMES, INC. OF VIRGINIA,
Declarant

By: 

TIMOTHY M. BATES, VICE PRESIDENT (SEAL)

Washington D.C. 11007

2,348

BOOK 663 PAGE 427

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CHARLES S. SHAW, TRUSTEE and WASHINGTON HOMES, INC. OF VIRGINIA, a Virginia Corporation, hereinafter referred to as "Declarant" and METROPOLITAN FEDERAL SAVINGS AND LOAN ASSOCIATION (First Deed of Trust); and RALPH M. KIMBLE, TRUSTEE; and THE BANK OF ALEXANDRIA (Second Deed of Trust) and J. DAVID HOLDEN, TRUSTEE; and SCOTT C. HUMPHREY, TRUSTEE, hereafter referred to as "Noteholder".

WITNESSETH:

WHEREAS, Declarant is the owner of a certain property in the County of Stafford, State of Virginia, which is more particularly described as:

All that land encompassed in the Chatham Landing Subdivision, Stafford County, Virginia as shown on a Plat dated October 10, 1988 made by Gilbert W. Clifford & Associates which Plat is recorded in the Clerk's Office of the Circuit Court of Stafford County, Virginia in Plat Book 17 at Pages 172 - 173, including but not limited to, Lots 1 through 72 and including all "Common Areas" as well as all roads as designated: (Shaw Court).

WHEREAS, Metropolitan Federal Savings and Loan Association is the Noteholder under a Deed of Trust dated March 25, 1988, recorded among the Land Records of Stafford County, Virginia in Deed Book 589 at Page 697 with Ralph M. Kimble, Jr., Trustee; and

WHEREAS, The Bank of Alexandria is the Noteholder under a Deed of Trust dated October 26, 1988, recorded among the Land Records of Stafford County, Virginia in Deed book 644 at Page 91 with J. David Holden and Scott C. Humprey as Trustees.

NOW, THEREFORE, Declarant hereby declares that all 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

GORDON B. GAY
Attorney at Law
25 Butler Road
Falmouth, VA 22403

3:08

properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. "ASSOCIATION" shall mean and refer to Chatham Landing Homeowner's Association, Incorporated", its successors and assigns.

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

SECTION 3. "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 4. "COMMON AREA" shall mean all real property which shall be used for the common use and enjoyment of the owners. The Common Area for Chatham Landing, shall include, but not be limited to: "Common Areas" as set forth on the final Plat made by Gilbert W. Clifford & Associates, dated October 10, 1988 and recorded in the Clerk's Office of the Circuit Court of Stafford County, Virginia in Plat Book ___ at Pages ___ - ___. Reference is hereby made to these Plats and any amendments thereto, and this Declaration is subject to applicable utility and other easements as shown on those streets shown as Shaw Court or which may be found in the chain of title to this property. Common Areas in additional sections of Chatham Landing, if any, shall be designated by amendment to these restrictions by reference.

SECTION 5. "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exceptions of any common area.

SECTION 6. "DECLARANTS" shall mean and refer to Charles S. Shaw, Trustee, his successors and assigns provided such successors or assigns acquire more than one undeveloped Lot from the Declarant for the purpose of development and Washington Homes, Inc. of Virginia as purchaser.

ARTICLE II

PROPERTY RIGHT

SECTION 1. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Areas.

(b) The right of the Association to suspend the voting rights and right to use any of the recreational facilities by any owner for any period during which any assessment against this Lot remains unpaid, and for a period not to exceed Sixty (60) days for any infractions 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 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 individual Owners to exclusive use of the parking space as provided in Article VII.

SECTION 2. DELEGATION OF USE. Any Owner 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.

ARTICLE III

MEMBERSHIP 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 any may not be separated from Ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting members:

CLASS A.

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

CLASS B.

Class B members shall be the Declarants 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 outstanding; or

(b) on the 1st day of January, 1992

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarants, for each Lot owned within the Properties, hereby covenants, and each Owner, or any owned Lot by acceptance of a Deed, therefore, whether or not it shall be so expressed in such Deed, it is deemed to covenant and agree to pay to the Association: (1) annual assessment charges; (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 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 improvements and maintenance of the Common Area and of maintaining the streets entitled Shaw Court as shown on the recorded subdivision plat by Gilbert W. Clifford & Associates recorded in Plat Book ___ at Pages ___ and such other land as may be added from time to time and deeded to the Association.

SECTION 3. MINIMUM ANNUAL ASSESSMENTS. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$150.00 for townhouse Lots as \$12.50 per month.

(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 five percent (5%) above the maximum annual 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 Five Percent (5%) 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 and 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 presents of members or of proxies entitled to cast Sixty Percent (60%) of all the vote 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 requirements and the required quorum at the subsequent meeting shall be One-Half (1/2) 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 or quarterly basis.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessment provided for herein shall commence as to all Lots on the first date of the first month following the conveyance of a Lot to an individual owner other than the Declarants. 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 office of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within Thirty (30) days after the due date shall bear interest from the due date at the rate of Eight percent (8%) 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 the non-use of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first Deed of Trust. Sale or transfer of any Lot shall not effect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first Deed of Trust of 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 assessment thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No buildings, signs (except those erected by Declarants or their agent to identify subdivision or to sell lots), fence, wall or other structure shall be commenced, erected or maintained upon Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structure 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 will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

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 or 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 way affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land 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 Percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than Seventy-Five Percent (75%) of the Lot Owners except for additions to be common area through

recording of additional sections of Chatham Landing which shall be at the sole discretion of the Declarants. Any amendment must be recorded.

SECTION 4. ANNEXATION. Additional residential property and common area may be annexed to the Properties with the sole consent and discretion of the Declarants or their assigns.

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: Annexation of additional properties not shown on the preliminary plan of Subdivision approved by Stafford County, Dedication of Common Area on recorded subdivision plat, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII

PARKING

SECTION 1. PARKING RIGHTS. Ownership of each Lot shall entitle owner or owners thereof to the use of not more than Two (2) automobile parking spaces, for currently licensed vehicles on each Townhouse Lot as provided. No owner shall park a camper, trailer, boat trailer, school bus or truck larger than one-half (1/2) ton, on their property or in the private street for longer than Twenty-Four (24) hours. No vehicle under repair, "junk car" or other unsightly vehicle shall be allowed on any lot or street.

ARTICLE VIII

PARTY WALLS FOR TOWNHOUSES

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 OR 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 Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

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

SECTION 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of an 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 IX

STAGED DEVELOPMENT

Development of Chatham Landing shall be by recording subdivision plats of lots by Section according to preliminary plans as approved by Stafford County, Virginia as may be modified from time to time. Streets and common areas shall be deeded to the Association.

ARTICLE X

EASEMENTS

SECTION 1. There are hereby permanent and exclusive easements designated as common areas or utility easements designated on those certain plats by Gilbert W. Clifford & Associates, Inc. dated October 10, 1988, recorded along with any by reference made a part hereof; said easements shall be for maintenance, parks, sidewalks, drainage, utilities, ingress or egress, and for other purposes as the Association may from time to time prescribe not in consistence with these enumerated uses.

ARTICLE XI

RESTRICTIONS

SECTION 1. All residences in Chatham Landing shall be used as single family dwellings.

SECTION 2. No swine, cows, horses, fowl, goats or other livestock shall be kept on the premises, nor shall dogs, cats or other pets be kept in numbers totaling in excess of one dog or two cats per lot.

SECTION 3. No commercial or professional signs shall be exhibited on any lot in the subdivision in any manner, except as stated in Article V and no lot in said subdivision shall be used for business or commercial purposes but shall be used for residential purposes only. This section does not preclude the property owner from posting or having posted a sign of not more than Five (5) square feet advertising the property for sale or rent.

SECTION 4. Owners of lots in said subdivision shall keep their lots free or garbage, trash and untidy debris and litter and outdoor clothes lines. The Association is vested with power to enforce the covenant at the expense of the lot owners. Upon noncompliance with written notice after Ten (10) days. This shall include dwellings damaged or otherwise not in good repair, cars under repair and fences.

SECTION 5. No commercial vehicles, unlicensed cars or trucks, boat trailers, campers, buses, motorcycles or equipment shall be parked on any parking areas of this subdivision except for pick-up or panel delivery trucks and then only overnight and over weekends when used for the purpose of traveling to and from work. This covenant shall not apply to vehicles and equipment used in the construction of buildings upon the lots in the subdivision or to utility companies vehicles or equipment while installing, maintaining or repairing utilities or utilities easement right-of-way.

ARTICLE XII

ADDITIONAL COVENANTS

SECTION 1. It is further understood and agreed, as follows:

(a) The Association shall provide written notification of any default by an Owner of any lot of such Owners obligation to the Association which is

not cured within Thirty (30) days to any first mortgage or first Deed of Trust holder.

(b) Any first mortgagee who comes into possession of any Lot pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or Deed (or Assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal".

(c) Any first mortgagee who comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or Deed (or Assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the Lot (except for claims resulting from pro-rata reallocation of such assessments or charges to all units including the mortgaged unit).

(d) Unless at least Seventy-Five Percent (75%) of the first mortgagees (based upon one vote for each first mortgage) of individual Lots have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon, petition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by such Association, for the benefit of the Owner;

(2) Change the method of determining the obligations, assessments, duties or other changes which may be levied against an Owner;

(3) By act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units;

(4) Fail to maintain fire and extended coverage on insurable Common Areas on a current replacement cost basis in an amount not less than One Hundred Percent (100%) of the insurable value (based on current replacement costs);

(5) Use hazard insurance proceeds for losses to any Common Area for other than repair, replacement or reconstruction of such improvements;

(e) First mortgagees shall have the right to examine the books and records of the Association.

(f) First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property and first mortgagees make such payment shall be owed immediate reimbursement therefore from the Association. Entitlement to such reimbursement is hereby agreed to and this instrument constitutes an agreement between the first mortgagees of Lots and the Association.

(g) No provision of the Articles of Incorporation of the Association, or the Declaration of Easements, Restrictions and Covenants, or any similar instrument pertaining to Lots or Common Areas shall give an Owner or any other party priority over any rights of first mortgagees of Lots pursuant to their mortgages in the case of a distribution to the Lot Owners of insurance proceeds or condemnation awards for losses to or taking of Common Area properties.

(h) Owners have a right of access to and enjoyment of the Common Areas and such property shall be owned in fee or in an acceptable leasehold estate by the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarants, Trustees and Noteholders herein, have hereunto set their hands and seals this _____ day of February, 1989.

The aforesaid Noteholders and Trustees hereby consent to this Declaration but do not hereby represent to obligate themselves for any improvements to be made on the property whatsoever.



CHARLES S. SHAW, TRUSTEE

*Plat BK17
p. 1724 173*

WASHINGTON HOMES, INC. OF
VIRGINIA, Declarant

BY:



TIMOTHY M. BATES, VICE PRESIDENT

GORDON B. GAY
Attorney at Law
25 Butler Road
Falmouth, VA 22403

BOOK 663 PAGE 440

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

The foregoing instrument was acknowledged before me this 13th
day of February, 1989 by RALPH M. KIMBLE, TRUSTEE.

My Commission expires: October 24, 1990.

Barbara B. Jones
NOTARY PUBLIC

STATE OF VIRGINIA
CITY/COUNTY OF Alexandria, to-wit:

The foregoing instrument was acknowledged before me this 10th
day of February, 1989 by Harvey R. Boltwood
who is (title) Senior Vice President of THE
BANK OF ALEXANDRIA, Noteholder, and who is authorized to sign on
behalf of The Bank of Alexandria.

My Commission expires: September 25, 1990.

Maureen D. Fenore
NOTARY PUBLIC

STATE OF VIRGINIA
CITY/COUNTY OF ALEXANDRIA, to-wit:

The foregoing instrument was acknowledged before me this 10
day of FEBRUARY, 1989 by J. DAVID HOLDEN, TRUSTEE.

My Commission expires: March 24, 1989.

Sharon M. Lowry
NOTARY PUBLIC

STATE OF VIRGINIA
CITY/COUNTY OF Alexandria to-wit:

The foregoing instrument was acknowledged before me this 14th
day of February, 1989 by CHARLES S. SHAW, TRUSTEE.

My Commission expires: 2/7/92

Candace Melvin Labriola
NOTARY PUBLIC
I was commissioned Candace C. Melvin

^{miscellaneous}
STATE OF VIRGINIA
CITY/COUNTY OF Charles to-wit:

The foregoing instrument was acknowledged before me this 14th
day of February, 1989 by TIMOTHY M. BATES, VICE PRESIDENT
of WASHINGTON HOMES, INC. OF VIRGINIA, a Virginia Corporation,
Declarant..

My Commission expires: July 1, 1990

Terrence R. Carle
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 13th
day of February, 1989 by RALPH M. KIMBLE
who is (title) President of
METROPOLITAN FEDERAL SAVINGS AND LOAN ASSOCIATION,
Noteholder, and who is authorized to sign on behalf of Metropolitan Federal
Savings and Loan Association.

My Commission expires: October 24, 1990

Barbara Bates
NOTARY PUBLIC

STATE OF VIRGINIA
CITY/COUNTY OF Alexandria to-wit:

The foregoing instrument was acknowledged before me this 9th
day of February, 1989 by SCOTT C. HUMPHREY, TRUSTEE.

My Commission expires: 2/7/92

Cardace Melvin Labouchee
NOTARY PUBLIC

I was commissioned
Cardace C. Melvin

STATE OF VIRGINIA,
COUNTY OF STAFFORD, TO-WIT:

IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR THE
COUNTY OF STAFFORD, THE 24 DAY OF February, 1989
THE FOREGOING ~~DEED~~ Declaration + Plats WAS PRESENTED AND
WITH THE CERTIFICATE ANNEXED, ADMITTED TO RECORD AT 3:08
PM AND INDEXED, AFTER PAYMENT OF \$ 0.00 TAX IMPOSED
BY SEC. 58-54.1.

TESTE:

Lillian T. Knight CLERK.

By: Barbara H. Decatur, Jr

15028

THIS DEED OF EASEMENT, made and entered into this 14 day of October, 1992, by and between CHATHAM LANDING HOMEOWNERS' ASSOCIATION, INC., herein referred to as "Grantor"; and STAFFORD COUNTY, VIRGINIA, herein referred to as "Grantee".

W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00) cash in hand paid by Grantee to the Grantor, receipt whereof is hereby acknowledged, the Grantor grants unto the Grantee the following rights in real property situated in the GEORGE WASHINGTON MAGISTERIAL DISTRICT, STAFFORD COUNTY, VIRGINIA, to-wit:

The privilege and easement in perpetuity for a right-of-way to construct, lay, maintain, repair, inspect, improve, and operate within the easement strip hereinafter described and referred to, works and systems for the collection and transmission of water over, upon, across, and under property of the Grantor, hereinafter described, the said easement being shown on a plat entitled "PLAT SHOWING WATER LINE EASEMENTS CHARLES S. SHAW - TRUSTEE", dated March 1992, made by Dewberry & Davis, Architects, Engineers, Planners, Surveyors, attached hereto and to be recorded herewith; said permanent easements and temporary construction easements being of various widths.

It being the same property conveyed unto the Grantor by deed dated January 24, 1990, from Charles S. Shaw, Trustee, and recorded at Deed Book 731, Page 804 in the Clerk's Office of the Circuit Court of Stafford County, Virginia.

The further terms and conditions of this grant are as follows:

- (a) That the Grantee may, (but is not required to) trim, cut, remove and keep clear all trees, limbs, undergrowth, and any and all other obstructions, within the said right-of-way or easement strip, that may in

Grantee: Board of Supervisors
c/o County Attorney's Office
P. O. Box 339
Stafford, VA 22554

Tax Map & Parcel No.
54Y-A

Exemption:
58.1-811(A)(3)

10.22

any manner in Grantee's judgment endanger or interfere with the proper and efficient operation of the works and systems therein or thereon and the Grantee shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easement herein granted for the aforesaid purposes.

(b) The granting of the easement hereinafter described neither expressly nor impliedly constitutes any payment, nor the waiver of any obligation for the payment, by the Grantor or its successors or assigns, or any cut-in fee or charge, tax, assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to the Grantee or to any person, firm or other corporation whatsoever.

(c) That Grantee will exercise reasonable care to protect owner's property from damage or injury occasioned in the enjoyment of the easement and rights herein granted, and to promptly repair the said property or reimburse the Grantor for any property damaged beyond repair.

(d) That if Grantee does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall, at the expense of Grantee be removed from Grantor's property.

(e) That Grantor shall have no right, title, interest, estate or claim whatsoever in or to any of the lines, pipes or other equipment and accessories installed by virtue hereof.

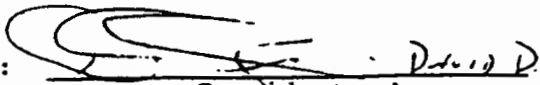
Grantor further covenants that it has the right to convey the said easement; that the Grantee shall have quiet and peaceful enjoyment and possession of said easement, and that the Grantor will execute such further assurances of the said grant and easement herein contained as may be requisite.

WITNESS the following signature:

Plat Book 23

Page 263

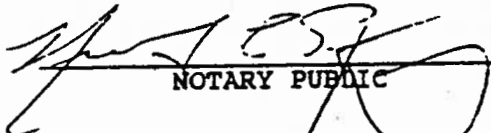
CHATHAM LANDING HOMEOWNER'S
ASSOCIATION, INC.

By:  David D. Eddie
President

COMMONWEALTH OF VIRGINIA
COUNTY OF STAFFORD, to-wit:

The foregoing instrument was acknowledged before me this
11th day of August, 1992, by David D. Eddie,
President, Chatham Landing Homeowner's Association, Inc.


My commission expires: Sept 8, 1992.


NOTARY PUBLIC

The foregoing conveyance is hereby accepted by the County
of Stafford, Virginia, as evidenced by the signature of the
undersigned, who is authorized to accept this conveyance on
behalf of the County, as evidenced by Resolution R91-443,
adopted by the Stafford County Board of Supervisors.

WITNESS the following signature:

STAFFORD COUNTY, VIRGINIA


C. M. Williams, Jr.
County Administrator

COMMONWEALTH OF VIRGINIA
COUNTY OF STAFFORD, to-wit:

The foregoing instrument was acknowledged before me this
14th day of October, 1992, by C. M. Williams, Jr., County
Administrator.

My commission expires:

July 31, 1995

Harold C. Coker
NOTARY PUBLIC

APPROVED AS TO FORM:

[Signature]
Stafford County Attorney's
Office

EXCERPT FROM MINUTES OF
CHATHAM LANDING HOMEOWNERS ASSOCIATION

August 5, 1992

County Easements


Dick Sotzing, from the County of Stafford Public Utility said that an emergency water line was needed connecting to the City of Fredericksburg. The project has been designed and they have received several bids. The line would run across the river from the Copper shop and come about 100 yards from the picnic tables down by the river. The county would drill large pipes under the river (16 inch pipes) to carry water onto the bank (12 inch pipes) under ground and angle across over to the nursing home property. One tree on the Association's property would need to be removed. The ground will be covered and reseeded. It would run along the bank of the Nursing Home and come across down back of the Reading property onto the Association's property. Construction will last 2-3 months starting the 1st of September. County to be insured and bonded. Several issues raised:

- o noise
- o truck coming in and out
- o tearing up the roads
- o keeping the areas clean
- o parking
- o road access
- o . protection for the Association in case of injury

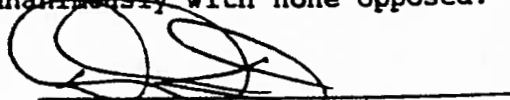
The issues were discussed and the County reassured the homeowners that any damage that was done the County would fix. Once the heavy equipment is brought in, not a lot of traffic would exist, work to be done during the week, if possible. Parking was also discussed and he said that it should be 2 or 3 workers at a time and that they would park as close to the work as possible.

Motion was made to approve the above County easement and 2nd, a vote was taken and passed unanimously with none opposed.

A Copy, teste:



Secretary



David D. Eadie
President

COMMONWEALTH OF VIRGINIA,
COUNTY OF STAFFORD, TO-WIT:

IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR THE
COUNTY OF STAFFORD, THE 12 DAY OF November, 1972
THE FOREGOING DEED of Easement WAS PRESENTED AND
WITH THE CERTIFICATE ANNEXED, ADMITTED TO RECORD AT 10:22
AM AND INDEXED, AFTER PAYMENT OF \$ 1 TAX IMPOSED
BY 58.1-800., ET. SEQ.

TESTE:
THOMAS M. MONCURE, JR., CLERK

By: Michael F. Kindiak Deputy Clerk

Chatham Landing HOA

Articles of Incorporation



FirstService
RESIDENTIAL

**ARTICLES OF INCORPORATION
OF
CHATHAM LANDING HOMEOWNERS' ASSOCIATION, INC.**

In compliance with the requirements of Chapter 10 of Title 13.1 of the 1950 Code of Virginia, as amended, the undersigned, all of whom are residents of the State of Virginia and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Chatham Landing Homeowners' Association, Inc. hereby called the "Association".

ARTICLE II

The registered office of the Association is located at 25 Butler Road, Falmouth, Virginia 22405 in Stafford County, Virginia.

ARTICLE III

Gordon B. Gay, 25 Butler Road, Falmouth, Virginia 22405 is hereby appointed the initial registered agent of this Corporation. He is a resident of Virginia, a member of the Virginia State Bar and his business office is the same as the registered office of the corporation.

ARTICLE IV

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and control of the Roads and Common Areas, including, but not limited to, recreational facilities, parks, playgrounds and storm water drainage channels, basins and ponds, and roads as shown on recorded subdivision plat of Chatham Landing Subdivision by Gilbert W. Clifford & Associates, Inc. as is recorded in Plat Book 17, page 172 in the Circuit Court Clerk's Office of Stafford County, Virginia, together with such additional tracts as may become subject to the deeds of dedication or other Sections without limitation of Chatham Landing.

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 the Association for this purpose to:

(a) fix, levy, collect and enforce payment by any lawful means, all charges or assessments due or to become due to it; to pay all expenses in connection therewith and all office and other expenses incident to the conducting of the business of the Association, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(b) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; however, the Association may not refuse any donation of property by the Declarant;

(c) 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 its real or personal property as security for money borrowed or debts incurred;

(d) dedicate, sell, maintain or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members, provided that perpetual maintenance of the Common Areas is assured in any such transfer or conveyance. No such dedication or transfer shall be effective unless an instrument has been authorized by vote of more than two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(e) participation in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that such merger or consolidation shall have the assent of more than two-thirds (2/3) of each class of members;

(f) 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 or exercise.

ARTICLE V

Membership

Every person or entity who is a record owner of a fee or undivided fee

interest in any Lot which is subject to covenants of record to assessment by the Association shall be entitled to membership in 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. The right to membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association, nor shall failure to become a member effect the Corporation's rights, if any, to assessments against lot owners under the deed of dedication.

ARTICLE VI

Board of Directors

The affairs of this Association shall be managed by a Board of Directors initially numbering three (3) directors, who need not be members of the Association. The numbers of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Timothy M. Bates	8420 Quarry Rd., Manassas, Va. 22110
Charles H. Shaw	423 N. Lee Street, Alexandria, Va. 22314
Juan Aranda	8420 Quarry Rd., Manassas, Va. 22110

At the first annual meeting, the members shall elect three directors for a term of one year; and at each annual meeting thereafter the members shall elect three directors for a term of one year, unless changed by the by-laws.

ARTICLE VIII

Dissolution

The Association may be dissolved with the assent of more than four-fifths (4/5) of each class of members; however, no voluntary dissolution may be effected so long as the Association retains title to any storm water retention ponds or other real estate requiring perpetual maintenance. 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 the purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

Duration

The corporation shall exist perpetually.

ARTICLE X

Amendments

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Virginia, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 14th day of February, 1989.

INCORPORATORS:


TIMOTHY M. BATES


CHARLES H. SHAW


JUAN ARANDA

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

May 2, 1989

The State Corporation Commission has found the accompanying
articles submitted on behalf of

CHATHAM LANDING HOMEOWNERS' ASSOCIATION, INC.

to comply with the requirements of law, and confirms payment of
all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorpora-
tion in the Office of the Clerk of the Commission, effective May
2, 1989.

The corporation is granted the authority conferred on it by law in
accordance with the articles, subject to the conditions and re-
strictions imposed by law.

STATE CORPORATION COMMISSION

By 
Commissioner

CORPACT
CIS20422
89-04-28-0002

Chatham Landing HOA

Resolutions



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RESOLUTION NO 01-2003

WHEREAS, the Board of Directors of CHATHAM LANDING HOMEOWNERS ASSOCIATION Inc. is empowered to govern the affairs of the Homeowners Association pursuant to Article IV of the Declaration does hereby adopt the following collection policy and effect of non-payment of assessments.

1. Any assessment, which is not paid within thirty (30) days of the due date, will be considered delinquent. * The failure of any owner to pay assessments within thirty (30) days from the due date will result in the assessment of an 8% per annum interest charge on the amount unpaid from the due date until the date of payment.
2. A delinquency-processing fee of \$8.00* (\$10.00*effective 1/1/04) will be added on the 1st. of each month for processing the delinquent account and a \$50.00* court processing fee when applicable. These fees are outlined in the management contract.

***Fees payable to the management company from the Association and billed back to the delinquent owner(s). (see attached delinquency processing schedule) from Nest Management Services, Inc.**

3. All postage fees incurred by the Association for mailing account statements and delinquent letters will be added to the delinquent account.
4. Any check returned dishonored will result in the assessment of a \$50.00 returned check charge against the account of the owner responsible for payment, plus any protest or bad check return fee, If any, charged to the Association by its bank or other depository. The return check fee is outlined in the management contract.
5. Once the delinquent account becomes ninety (90) days past due from the due date, the Association will, upon 30 days written notice to the owner, file a Warrant in Debt and affidavit in the General District Court of Stafford County, Virginia. Any fee for filing services and attorney fees will be added to the delinquent account.
6. Payments received towards the delinquent account will be credited in the following order of priority:
 - a. Charges for attorney's fees and court costs;
 - b. Interest and Delinquency processing Fees;
 - c. Any and all special assessments;
 - d. The general assessment.

7. The Association may suspend the voting rights and rights of a member to the use of any recreational facilities constructed on the common area for any period during which any assessment against the lot or unit remains unpaid.

***When an account becomes delinquent, the Association may upon notice to the owner, declare the entire balance of any annual general assessment or special assessment due and payable in full.**

Approved and adopted by the Board of Directors Chatham Landing HOA
Date Nov 5'07 President [Signature]
(authorized signature)

CHATHAM LANDING HOMEOWNERS ASSOCIATION, INC.
Policy Resolution No. 02-2003
Creation of Procedures to Ensure Due Process in Enforcement Cases

WHEREAS, Article VI, Section 1 of the Declaration - CHATHAM LANDING HOMEOWNERS ASSOCIATION Inc. provides, in part, that the Corporation shall have the power to exercise all of the duties and obligations of the corporation as set forth in the Declaration of Covenants, Conditions and Restrictions (the "Declaration"), as amended from time to time and recorded among the land records of Stafford County, Virginia; and

WHEREAS, Article VI, Section 1 of the Declaration of CHATHAM LANDING HOA provides that the Board of Directors shall have the power to exercise for the corporation all powers, duties and authority vested in the or delegated to the corporation which is not reserved to the membership and to adopt rules and regulations governing the use of the common area and facilities, and establish penalties for infractions and violations thereon; and,

WHEREAS, Section 55-513 of the Code of Virginia empowers the Board of Directors to assess charges against owners for violations of the Association's Governing Documents and Rules and Regulation for which the member or the members of his household, tenants, guests or other invitees are responsible; and

WHEREAS, for the benefit and protection of all of the members, the Board deems it desirable to revise its procedures for enforcement of the Association Documents and the Rules and Regulations consistent with principles of due process and Virginia law;

NOW THEREFORE BE IT RESOLVED THAT the following procedures to ensure due process in enforcement cases are enacted:

On behalf of the Association, the Board of Directors may issue a citation to any member whose behavior or use of property does not conform to the Association Documents (i.e. the Declaration, Bylaws, and Articles of Incorporation) or Rules and Regulations. At the discretion of the Board (or its designee), initial enforcement action may take the form of oral or informal written notification to the offending member.

When informal notification is not elected or proves unsuccessful, the Board may issue on behalf of the Association a formal notice in writing. The Association's first formal notice of citation shall be issued in writing and delivered by hand or by first class mail to the member at his/her address listed in the Association's records, as well as to the address of the property within the Association, if the member's listed address is different from the property address. A copy of the notice shall be delivered via first class mail to the tenant if a tenant is residing on the member's lot. A designee of the Board may issue the notice.

In the first notice of citation, the Board shall generally advise the member of the nature of the offense, cite the specific provision within the Association Documents or Rules and Regulations that the member has allegedly violated, specify the remedy required, and, if applicable, state the number of days the member has to complete corrective action.

If the member does not remedy the alleged offense within the number of days requested in the notice of citation, or the member was previously issued a citation for the same type of violation within a twelve (12) month period, the Board reserves the power to issue a second notice of citation, which shall follow the basic form of the first notice of citation and shall include any additional information deemed important by the Board concerning the offense. A designee of the Board may issue the notice.

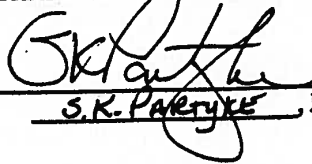
In the second notice of citation, the Board also shall inform the member of the Board's power to impose sanctions against the member, including the power to assess monetary charge and suspend privileges for the offense and of the member's right to request a hearing before the Board to contest the citation to avoid the charge. The letter shall further inform the member of the specific sanctions that may be or will be imposed for the offense for which the member has been cited and that the member may be represented by counsel at the hearing. In the second notice of citation, the Board shall request the member to confirm in writing by a certain date his/her desire for a hearing to

The effective date of this resolution shall be Nov 5, 2003

I hereby certify that this Policy Resolution was duly adopted by the Board of Directors on Nov 5, 2003.

INC.

BOARD OF DIRECTORS
CHATHAM LANDING HOMEOWNERS ASSOCIATION,

By: 
S.R. Paeryke, President

CHATHAM LANDING HOMEOWNERS' ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION NO. 2013-01

(Schedule of Costs and Fees Relating to the Association's Books and Records)

RECITALS:

WHEREAS, Article VI of the Articles of Incorporation of Chatham Landing Homeowners' Association, Inc. provides, in part, that the affairs of the Association shall be managed by a Board of Directors; and,

WHEREAS, subject to the direction of the Board of Directors, responses to books and records inspection and copying requests from Association Members, are generally administered by Armstrong Management Services, LLC; and

WHEREAS, Section 55-510.D of the Virginia Property Owners' Association Act provides that the association may impose and collect a charge, reflecting the reasonable costs of materials and labor, not to exceed the actual costs thereof. Charges may be imposed only in accordance with a cost schedule adopted by the board of directors in accordance with this subsection. The cost schedule shall (i) specify the charges for materials and labor, (ii) apply equally to all members in good standing, and (iii) be provided to such requesting member at the time the request is made.

NOW, THEREFORE, the Board of Directors approves the Schedule of Costs and Fees, relating to a Member's request to inspect or copy the Association's books and records in accordance with Section 55-510.D of the Virginia Property Owners' Association Act which has been prepared by and issued on behalf of the Association by Armstrong Management Services, LLC.

The Effective Date of this Administrative Resolution is August 21, 2013.

This Administrative Resolution was duly adopted by the Board of Directors at a duly called meeting of the Board of Directors on this 21 day of August, 2013.

CHATHAM LANDING HOMEOWNERS'
ASSOCIATION, INC.

By: Carl Winfrey Wright, President
Carl Winfrey Wright, President

By: _____
Pam Sabel, Secretary

CHATHAM LANDING HOMEOWNERS' ASSOCIATION, INC.
ADMINISTRATIVE RESOLUTION NO. 2013-02

(Procedures for Receiving and Reviewing Complaints)

WHEREAS, Article VI of the Articles of Incorporation of Chatham Landing Homeowners' Association, Inc. provides, in part, that the affairs of the Association shall be managed by a Board of Directors; and,

WHEREAS, in the exercise of the said authority, the Board of Directors intends to hereby establish policies and procedures for receiving, considering and resolving complaints about actions, inactions or decisions by the Association, the Association's Board of Directors or the Association's Management Agent consistent with requirements of 18 VAC 48-70-30.

NOW, THEREFORE, BE IT RESOLVED THAT, in accordance with the requirements of 18 VAC 48-70-30, the Board adopts the following complaint policies and procedures.

- A. All complaints shall be in writing on the Complaint Form attached hereto as **Exhibit "A"**, the instructions on which are incorporated into and made a part of these complaint policies and procedures and shall be submitted to the Association's Management Agent at: CHATHAM LANDING HOMEOWNERS' ASSOCIATION, INC., c/o Community Association Manager, Armstrong Management Services, LLC., 5608 Southpoint Center, Suite 101, Fredericksburg, Virginia 22407 (the "Management Agent"), or such other address as noted on the complaint form.
- B. The Management Agent shall hand deliver a written acknowledgement of receipt of each properly completed and submitted Complaint Form to the complainant at the time of receipt or by certified or registered mail not later than seven (7) days of receipt of the Complaint Form.
- C. Promptly upon receipt, the Management Agent shall review each Complaint Form and attachments received to determine if they contain sufficient information to evaluate and act upon the complaint. In the event that the Complaint Form, together with any attached documents, is insufficient to evaluate and act upon, the Management Agent shall request of the complainant, within seven (7) days of receipt of the Complaint Form, such additional information or documentation as is necessary in order to do so.
- D. If the complainant fails to provide such additional requested information or documentation within fifteen (15) days of the Management Agent's request, the Board of Directors, in its sole discretion, may either address the complaint on the basis of the available information or consider the complaint resolved and the complaint process shall be closed. In the event the complaint is deemed resolved under the provisions of this paragraph, the Management Agent shall mail to the complainant by certified mail within seven (7) days of the Board's decision notice of that decision and that the complaint process with respect to the complaint has been closed.
- E. When the Complaint Form, together with any attached documents and any requested additional information is complete and provides sufficient information to process the complaint, the complaint shall be considered by the Board of Directors at the next regular or special meeting that is convened at least two (2) weeks thereafter. Written notice of the time, date and location of the Board meeting at which the complaint will be considered shall be provided to the complainant by hand delivery, certified mail or electronic means, provided the Management Agent retains sufficient proof of electronic delivery within a reasonable period of time prior to the Board meeting.

- F. The Board of Directors shall dispose of the complaint by taking such action as the Board deems appropriate to grant the relief sought, including without limitation issuing sanctions, modifying practices or dismissing the complaint. Within seven (7) days after the Board of Directors makes a final determination with respect to the disposition of the complaint, the Management Agent shall provide written Notice of the Final Determination to the complainant by hand delivery, certified mail or electronic means, provided the Management Agent retains sufficient proof of electronic delivery.
- G. The Notice of Final Determination shall be dated as of the date of issuance and include specific citations to applicable association governing documents, laws or regulations that led to the final determination and shall include the registration number of the Association and the license number of the common interest community manager. The Notice of Final Determination shall include a statement that the complainant has the right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Ombudsman and that the Ombudsman may be contacted:

Office of the Common Interest Community Ombudsman
 Department of Professional and Occupational Regulation
 9960 Mayland Drive, Suite 400, Richmond, VA 23233
 804-367-2941 - CICOmbudsman@dpor.virginia.gov
- H. The Management Agent shall maintain a record of each complaint received and the disposition of the same for one (1) year from and after the date of issuance of the notice of final determination.
- I. The policies and procedures set forth in this Resolution shall apply to all complaints received after the date of adoption hereof.

This resolution was adopted and approved by the Board of Directors at a duly convened meeting of the Board of Directors at which a quorum was present on this 21 day of August, 2013.

CHATHAM LANDING HOMEOWNERS' ASSOCIATION, INC.

By: Carl Winfrey Wright, President
 Carl Winfrey Wright, President

By: _____
 Pam Sabel, Secretary

Chatham Landing HOA

Rules and Regulations



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Chatham Landing Homeowners Association Rules and Regulations Governing Conduct for Homeowners and Tenants Effective July 1, 2001

These Rules and Regulations reflect the determination of the Chatham Landing Homeowners to maintain a safe, peaceful, and aesthetically pleasing environment with an emphasis on mutual consideration and cooperation by all residents. These Rules and regulations will be enforced in accordance with the Virginia Property Owners' Association Act (§ 55-513(b)). Infractions will be addressed by the Board of Directors at scheduled hearings and fines may be assessed. In that event, fines will become an assessment against the property and will be subject to legal remedies, including judgments, liens, and garnishments.

1. **COMMON AREAS** – Hunting or trapping of wild life is not permitted on common property. Firearms may not be discharged on common property. The use of unlicensed vehicles is not permitted on any roadway, parking area, or common area of Chatham Landing. No motorized vehicles, except for emergency vehicles and lawnmowers, are allowed on unpaved or grassy common areas. Campfires and open burning is prohibited on common areas, except for cooking grills.

Playground – Pets and glass containers are prohibited in the playground enclosure. Glass containers are prohibited around the playground or Pavilion area.

2. **GARAGES** – Garages should not be left open indiscriminately or for long periods of time (i.e., when no one is home, or for more than twelve hours while a resident is on the premises).

3. **GARBAGE & TRASH** – All trash will be kept in containers with lids and stored in the garage or back yard. Garbage cans may be set out on the street the night before pick-up and should be returned to the garage or back yard the day of pick-up. Residents unable to comply with the “night before” and “day of” rule should ask a neighbor to help. If a neighbor won't assist, and compliance is a long-term problem, the Board of Directors will help to develop a solution.

4. **LITTERING** – Littering is not allowed anywhere in Chatham Landing, including common areas, parking areas, and streets. Owners and/or renters shall keep their lots free of garbage, debris, and litter (e.g., cigarette butts, newspapers, etc.).

5. **NOISE** – Car radios must be turned down when driving through Chatham Landing. Homeowners who disturb or cause undue stress to their neighbors because of noise—such as yelling/shouting, radios, TVs, stereos, amplifiers, etc.—will receive a written notice after the first occurrence, and fines for any subsequent violations. Such warnings and fines may be issued for loud noise between 10:00 p.m. and 7:00 a.m. on weekdays

and between 10:00 p.m. and 9:00 a.m. on weekends and holidays, in accordance with the Stafford County Noise Ordinance Code (094-12®, 5-24-94, §§ 16.1 through 16.7).

6. **PARKING** – Parking is restricted to two (2) licensed vehicles on each townhouse lot. The owner or resident of the lot shall maintain the parking areas. No owner shall park a camper, trailer, boat, school bus, RV, or truck larger than one-half (1/2) ton, on their property or in the community lot for longer than twenty-four (24) hours. No inoperable vehicle under repair, “junk car,” or other unsightly vehicle shall be allowed on any lot or street (reference Chatham Landing Covenants, Sections VII and XI). Additionally, the owner or resident of the lot shall maintain the parking areas on their lot. Neither homeowners nor their guests are allowed to park in fire lanes, yards, grassy areas, common areas, or undeveloped lots. Towing will be enforced following a written warning.*

7. **PETS** – Pets must be under the control of their owners at all times. Livestock cannot be kept on the premises. Leashes are required when walking dogs in any common area, including playgrounds, parking areas, and the streets of Shaw Court. Owners must remove their dog’s excrement from all areas, including lawns, streets, and common areas. Pets are not allowed on the playground. No household pet shall be allowed to make an unreasonable amount of noise, or become a nuisance if left outdoors unattended, whether the owner is home or away from home. Owners who are careless about their pets will be formally warned and are subject to fines.

8. **SINGLE FAMILY DWELLINGS** – All residences in Chatham Landing shall be used as single-family dwellings (reference Article XI, Section 1). Single-family dwelling is defined as a family unit of not more than two unrelated adults. Homes cannot be sublet to multiple tenants or as apartments, nor be operated as a rooming house. No part of the property shall be used, directly or indirectly, for any commercial business, manufacturing, mercantile, storing, vending, or other such nonresidential purposes. This does not include businesses limited to home offices without onsite customers.

9. **TREES AND SHRUBS** – Trees and shrubs on the common areas belong to the Association and shall not be cut down or removed without permission from the Association Board of Directors. Dead trees in the wooded area may be harvested with chain saws only with advance written permission from the Board of Directors.

***Note:** An amendment to the existing Covenants will be filed to acknowledge specific brick units with exterior driveways that are, both from a safety and architecture standards design, able to accommodate more than one car. Car bumpers may not hang over the curb or extend into the street of Shaw Court.

All owners and all occupants renting/leasing in Chatham Landing shall abide by the **Declaration of Covenants, Conditions, and Restrictions**. Copies are available through the CLHOA Board of Directors. **

The above Rules and Regulations governing conduct for Homeowners and tenants are supported by Virginia State law through Chatham Landing's **Declaration of Covenants, Conditions and Restrictions**, the **Virginia Property Owners' Association Act**, and several **Stafford County Ordinances**.

Article XI RESTRICIONS

Section 1. Single-family dwellings

Section 2. Pets

Section 3. Commercial or professional signs (newspaper boxes)

Section 4. Garbage, trash, untidy debris

Section 5. Vehicles

County Ordinances:

Noise and Nuisance: Stafford County Ordinance No. 094-1299®, 5-24-94

Pets: Stafford County Code, Section 5-23

Amendments

Amendments to Chatham Landing Homeowners Association **Rules and Regulations Governing Conduct for Homeowners and Tenants** can be recommended throughout the year to the Board of Directors. Formal implementation will be determined at the last quarterly meeting of the year.

****Note:** An Amendment to the existing Covenants will be filed to specifically state:

“All leases must include a provision requiring the tenant to observe all **Rules and Regulations** of the Association and all restrictions and conditions of the **Declaration of Covenants**. It is the responsibility of the owner to provide a copy of the **Rules and Regulations** to tenants. The owner is asked to provide a list of adult tenant names, along with the start and end date of the lease, to the Board of Directors. The property owner will be held responsible for any destruction or damage to private property or common areas by tenants and their guests

Rules for towing within all the property of Chatham Landing
(Includes all privately owned units and common property)

Cars can be towed for any of the below conditions (separate rules pertain to private driveways)

- With expired State tags, County stickers, Vehicle inspection stickers, or otherwise not legal to drive on the roadways of the State of Virginia
- Not completely resting on all of their tires or under obvious repair
 - Doors or hoods missing
 - Steering wheel operation blocked
 - Damaged so that it cannot move under its own power
 - Or any other condition determined by the president of the association
- Impeding or blocking the flow of traffic (i.e. crossways in the road or two vehicles side by side)
- Parked in a handicap without the proper and legal designation to do so
- Parked in an area designated as no parking
- Parked in a forbidden area with doors closed and hazard flashers not on

Forbidden areas to park

- The entire length and both sides of Shaw Court from the point it begins off Dairy Lane to where the road ends just prior to the pump house off the end spur
- Lawn or common areas not designated for parking
- Within fifteen feet both sides of a fire hydrant (includes no parking in front of a fire hydrant)
- Anywhere that the curb is painted yellow

The rules can be updated by a majority vote of the current board members.

- Rules pertain to vehicles with three or more tires
- Only Chatham Landing Home Owner Association (CLHOA) board members or representative from the management company can call to have a car towed
- Towing will be enforced twenty four hours a day, seven days a week. The only exceptions are for designated yard sales and loading/unloading of household goods or large household items, or when service trucks are engaged within the house for repair or other work.
- Vehicles must have all tires in the driveway (i.e. one or more tires in the roadway are considered parked in the roadway).
- The tow truck must have its top lights on before engaging with the parked car in any manner.
- All homeowners are responsible to notify their guests and renters of these rules.
- The management company or board members of the homeowner's association may issue warning letters placed on the windshields of non-compliant vehicles.

Towing cars from private driveways.

If the vehicles meet the below conditions, the management company or the president of the homeowner's association will send the unit's owner three warning letters and treat the situation like a house problem. If the unit owner does not fix the problem by putting the vehicle in a legal, operating condition, the vehicle will be towed from the unit's driveway. Cars will be towed from the unit's private driveway only at the direction of the management company or the president of the homeowner's association. We will tow cars from driveways under the following conditions:

- Dirty from not being used such as build up of debris around tires and door jams
- Not in an operating condition such as missing parts like tires, doors, engine, and steering wheel
- Expired State tags, County stickers, or vehicle inspection sticker

Chatham Landing HOA

Architectural Guidelines



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Chatham Landing Homeowners Association Architectural Control Guidelines Effective July 1, 2001

Grounds

1. Lots must be maintained with ground cover on all yards. Grass as ground cover should not exceed five (5) inches in height. Hedges, shrubs, and trees must be properly maintained and trimmed. Dead trees must be removed and stumps must be cut to ground level. Easement area behind each lot shall be maintained continuously by the owner of that lot (grass cut).
2. Homeowners will maintain fences. New fences must be approved, in advance, by the Architectural Board.
3. Yards must be maintained (grass cut) and be kept clear of trash and debris, including front yards, backyards, and side yards. Garbage cans (with closed lids) must be stored in garages or back yards.

Buildings

1. Changes to exterior surface colors, including roofs, siding, shutters, and trim, must be approved by the Architectural Board. All exterior surfaces must be properly maintained.
2. Roofs, gutters, and downspouts must be maintained. Gutters should be kept free of debris, rust, and mildew. Splash blocks should be properly placed to control the flow of water runoff. Runoff tubing must be buried below the ground, out of public view.
3. Shutters and awnings should be properly maintained and uniform in appearance. Windows and screens must be maintained and in working order. Outside window coverings or protruding devices, such as fans or air conditioners, are prohibited.
4. External access doors, including storm doors and screen doors, must be properly maintained.
5. External lighting should be operational. Seasonal outdoor lighting must be removed within 15 days following the end of the holiday. Deck lighting, floodlights and/or motion sensor lighting shall operate so as to not be triggered by or disturb your neighbors' use of their garden and/or deck.
6. House numbers are required and must be clearly visible from the road.

7. No sign or billboard may be displayed to public view on any portion of the property or lot, except for such signs advertising the property for sale or rent, or security signs. No sign is to exceed one square foot in size.
8. No radio or television receiving or transmitting antennae or external apparatus shall be installed on the exterior of the house or lot except as allowed by law and approved, in advance, by the Architectural Board. Placement of satellite dishes must be approved, in advance, by the Architectural Board. Satellite dishes larger than 18" in diameter are prohibited.
9. Exterior clotheslines are not allowed (reference Article XI Section 3). Additionally, no household appliances shall be stored on any deck, patio, or yard, excluding grills. No household furnishings shall be used or stored on any deck, patio, or yard, excluding outdoor furniture.
10. Construction and location of outside structures such as sheds, decks, animal houses, and porches must be approved, in advance, by the Architectural Board. Any such structures must be maintained and in usable condition.

Procedures

Changes to the outside structure or appearance of townhomes, or to the structural landscape, must be approved in writing by the Architectural Board prior to construction or modification. Requests must be submitted in writing, and with sufficient detail to adequately describe dimensions, color, location, and impact. Requests will be approved or disapproved within 30 days as in accordance with Article V: Architectural Control of the covenants and conditions.

Enforcement

Periodic surveys will be made of the community. Homeowners who are in violation of Architectural standards will receive written warnings, followed by a 30-day period compliance. If corrections are not made during the 30-day period, the homeowner will be notified to attend a hearing before the Board of Directors. The purpose of a hearing is to provide an opportunity for the homeowner to present his/her plan for a remedy to the violation(s). In accordance with the Virginia Property Owners' Act (§ 55-513(b)), the homeowner may be subject to a fine of \$50.00 for a single occurrence and \$10.00 per day, per violation, for a continuing violation. Fines will be assessed against the homeowner and, if left unpaid, can result in a lien and/or judgment against the property owner.

Architectural Board

The Architectural Board shall consist of three or more volunteers from the community. These volunteers must be homeowners in good standing. The designated Chairperson has final decision authority. Duties of the Architectural Board include making recommendations to the President of the CLHOA Board of Directors, inspection of community property, and notification of hearings for violations of the Architectural

Control Guidelines. If there are no volunteers for the Architectural Board, the responsibility will default to the CLHOA Board of Directors.

Amendments

Amendments to the Chatham Landing Homeowners Association Architectural Control Guidelines can be recommended throughout the year to the Board of Directors. Formal implementation will be determined at the last quarterly meeting of the year.