

# Crownleigh Community

Important Information



**FirstService**  
RESIDENTIAL

PREPARED EXCLUSIVELY FOR:

**5712 Crownleigh Ct  
Burke, VA 22015**

# Crownleigh Community

Disclosure Documents

A graphic element consisting of a dark grey chevron pointing right, with a lighter grey chevron pointing left overlapping it, creating a central white space.

**FirstService**  
RESIDENTIAL

PREPARED EXCLUSIVELY FOR:

**5712 Crownleigh Ct  
Burke, VA 22015**



**NOTE: The remittance is required to be completed by the closing agent and returned with the signed resale certificate, closing fees and one of the following items: Deed, HUD1, Alta or Closing Statement.**



**FirstService**  
RESIDENTIAL

## Closing Remittance Page

**REMITTANCE ADDRESS:**

Crownleigh Community Association  
Attention: Settlements Team  
11351 Random Hills, STE #500  
Fairfax, VA 22030

**Instructions:** Please complete the below information and return to the above remittance address along with any/all applicable closing payments (separate checks are required for each item) payable to the Association. Questions regarding this form can be directed to [resale.east@fsresidential.com](mailto:resale.east@fsresidential.com)

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

Buyer's Name(s): \_\_\_\_\_

Seller's Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Buyer's Alternate Billing Address: \_\_\_\_\_

Seller's New/Forwarding Mailing Address: \_\_\_\_\_

Transactions Listed on the Closing Disclosure	Seller's Fees (enter amount)	Buyer's Fees (enter amount)	Check Provided (Y/N)
1 Adjustments for items paid by seller in advance (if applicable) <b>Proration Dates:</b>			
2 Adjustments for items unpaid by seller (Delinquent balance, resale fee, etc., if applicable)			
3 Prepayment of Dues paid by buyer			
4 Capital Contribution (if applicable)			
5 Membership/Resale Fee (if applicable)			
6 Other Fee: <b>Transfer Fee</b> <b>Check to: FirstService Residential</b>			
7 Other Mandatory Fee: (specify)			
8 Other Mandatory Fee: (specify)			

Comments:	
-----------	--

**Closing Agent Name:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_ **Contact Email:** \_\_\_\_\_

**Post-Closing Dept Contact Name:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_ **Contact Email:** \_\_\_\_\_





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



# Certificate for Virginia HOA Resale

# AS-A75483

**Crownleigh Community Association**  
**This certificate has been prepared on September 20, 2022**  
**on behalf of Frederick Lott and Eva Lott, owner(s) of**  
**5712 Crownleigh Ct, Burke, VA 22015**

**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 lot and collectible as any other assessment in accordance with the provisions of the condominium instruments or declaration and 55.1-1833, 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 55.1-1809 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:	<b>Crownleigh Community Association</b>
If Incorporated, State of Incorporation:	<b>Virginia</b>
Name of Registered Agent:	<b>Douglas J Sanderson</b>
Address of Registered Agent:	<b>11351 Random Hills Road, Suite 500, Fairfax, VA 22030</b>

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:	<b>\$266.25 due Quarterly on the 1st day of the payment period</b>
Prepayment of Assessments:	<b>\$266.25 amount due from buyer at closing, payable to Crownleigh Community Association.</b>
Interest per Annum:	<b>10% per annum is imposed on payments not paid within 30 days.</b>
Late Charge:	<b>5% will be attached to any assessment received 60 day(s) after due date</b>
Resale Disclosure Fee:	<b>\$264.08 Fee is due at closing, payable to FirstService Residential</b>
Post-Closing Account Setup Fee:	<b>\$50.00 (Separate check, payable to FirstService Residential)</b>

The following amount is the balance for the lot as of 09/20/2022: **Total balance: \$12.93 balance includes the 3rd quarter 2022 dues**



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-A75483**

**Crownleigh Community Association**  
**This certificate has been prepared on September 20, 2022**  
**on behalf of Frederick Lott and Eva Lott, owner(s) of**  
**5712 Crownleigh Ct, Burke, VA 22015**

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: **State Farm**  
Agent: **Art Brown, Jr**  
Address: **4921 Seminary, Road Alexandria, VA 22311**  
Phone: **(703) 578-8992**  
Fax: **(703) 578-8995**

**MEMBERS SHALL OBTAIN THEIR OWN INSURANCE COVERAGE ON THEIR LOTS AND HOMES.**



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-A75483

**Crownleigh Community Association**  
**This certificate has been prepared on September 20, 2022**  
**on behalf of Frederick Lott and Eva Lott, owner(s) of**  
**5712 Crownleigh Ct, Burke, VA 22015**

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:

**THERE ARE NO WRITTEN NOTICES OF VIOLATIONS OF THE GOVERNING DOCUMENTS FOR THIS ADDRESS IN OUR FILES AS OF THIS DATE. THIS DOES NOT MEAN THAT THERE ARE NO VIOLATIONS AND IT DOES NOT PREVENT ACTION BY THE ASSOCIATION FOR ANYTHING THAT MAY EXIST THAT IS A VIOLATION OF THE GOVERNING DOCUMENTS 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:

**ONE TEMPORARY REAL ESTATE SIGN NOT EXCEEDING SIX (6) SQUARE FEET IN AREA, MAY BE ERECTED UPON ANY LOT OR ATTACHED TO ANY DWELLING PLACED UPON THE MARKET FOR SALE OR RENT. ANY SUCH TEMPORARY REAL ESTATE SIGN SHALL BE REMOVED PROMPTLY FOLLOWING THE SALE OR RENTAL OF SUCH DWELLING.**

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 restrictions as to the size, place, duration, or manner of placement or display of political signs by a lot owner on his lot:

**N/A**

13. 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:

**DECLARATION ARTICLE VI, SECTION 1 (IN PART) READS: "... NO ... IMPROVEMENTS ... OR CHANGE ... UNTIL COMPLETE PLANS AND SPECIFICATIONS ... SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING ... BY AN ARCHITECTURAL CONTROL COMMITTEE.**

14. 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.**

15. 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.**

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

**N/A**





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-A75483**

**Crownleigh Community Association**  
**This certificate has been prepared on September 20, 2022**  
**on behalf of Frederick Lott and Eva Lott, owner(s) of**  
**5712 Crownleigh Ct, Burke, VA 22015**

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

**SEE ENCLOSED DOCUMENTS.**

18. Certification that the association has filed with the Common Interest Community Board the annual report required by §55.1-1835, 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 0550-001221. THE LICENSE IS RENEWED ON AN ANNUAL BASIS WITHIN THE MONTH PRIOR TO THE ANNUAL ASSOCIATION MEETING. THE EXPIRATION DATE IS: 05/31/2021.**

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

**THERE ARE NO KNOWN APPROVALS IN EFFECT.**

20. 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 09/20/2022.

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-A75483

Owner Name: Frederick Lott & Eva Lott  
Community Name: Crownleigh Community Association  
Address: 5712 Crownleigh Ct  
Burke, VA 22015

Requester Name: Kathy Woodcock / Wilson Auction Inc.  
Requester Phone: 5406616211

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**



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



---

## Additional Information

---

**The Dues/Recurring Assessment listed above is for the current fiscal year. Fees are subject to change as new budgets are finalized and/or special assessments are approved.**



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



# Certificate for Virginia HOA Resale

# AS-A75483

**Crownleigh Community Association**  
**This certificate has been prepared on September 20, 2022**  
**on behalf of Frederick Lott and Eva Lott, owner(s) of**  
**5712 Crownleigh Ct, Burke, VA 22015**

## Return Form

Buyer(s) Name(s): \_\_\_\_\_  
 Buyer Phone: \_\_\_\_\_  
 Buyer Email Address: \_\_\_\_\_

Buyer, please provide the following information regarding insurance policy.

Insurance Agent: \_\_\_\_\_ Agent Phone Number: \_\_\_\_\_  
 Policy Number: \_\_\_\_\_ Renew Date: \_\_\_\_\_

If your address is different from the purchase address above, please note below.

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Purchaser acknowledges receipt of the Resale Certificate and relevant Governing Documents, which include the Declarations/Mater Deed, Bylaws, Rules and Regulations, applicable to the unit property. If documents are lost or misplaced, please contact the community manager to see how they may be replaced. Purchaser should contact the community manager directly with regard to new or proposed resolutions, rule changes or governing document changes.

Purchaser understands and agrees that the Association will levy all assessments against the premises to be paid monthly/quarterly/semiannually/annually by the purchaser, commencing from the closing date, to cover all costs of ownership and common area property maintenance.

Purchaser acknowledges the need to undertake final verification with the Title Company and Association just prior to the closing and the prudence of seeking advice of independent legal counsel.

Purchaser's Signature: \_\_\_\_\_ Settlement Date: \_\_\_\_\_

Seller's Future Address (required, in case of refund):

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

Seller's Signature: \_\_\_\_\_ Settlement Date: \_\_\_\_\_



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-A75483**

**Crownleigh Community Association**  
**This certificate has been prepared on September 20, 2022**  
**on behalf of Frederick Lott and Eva Lott, owner(s) of**  
**5712 Crownleigh Ct, Burke, VA 22015**

The following items are required to be returned to the address noted below within two (2) business days of the closing:

1. THE COMPLETE SIGNED ORIGINAL RESALE CERTIFICATE (3407/5407)
2. THE COMPLETED REMITTANCE PAGE (we cannot update the new owner until this is completed and returned)
3. COMPLETED CENSUS FORM
4. MONIES DUE (separate checks are required for each line item - must be certified funds)
5. AGE VERIFICATION (if applicable)
6. ONE OF THE FOLLOWING IS ALSO REQUIRED: HUD1, SETTLEMENT OR ALTA STATEMENT, OR DEED

**Be sure to submit separate checks for all monies due, as noted on the Resale Certificate. If separate checks are not received, the improper payment will be returned and separate checks will be requested. This will delay the transfer process.**

# Crownleigh Community

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](mailto:cic@dpor.virginia.gov)  
[www.dpor.virginia.gov](http://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 § 55.1-1809 of the *Code of Virginia*.**

The lot being purchased is in a development subject to the 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, including for the construction or maintenance of stormwater management facilities, 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

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 § 55.1-1809 of the Code of Virginia. Effective 7/01/2020



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 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 restrictions as to the size, place, duration, or manner of placement or display of political signs by a lot owner on his lot.
- 13  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;
- 14  The current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- 15  Any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet;
- 16  The notice given to the lot owner by the association of any current or pending rule or architectural violation;
- 17  A copy of the fully completed form developed by the Common Interest Community Board pursuant to § 54.1-2350;
- 18  Certification that the association has filed with the Common Interest Community Board the annual report required by § 55.1-1835, which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such filing;
- 19  A statement indicating any known project approvals currently in effect by secondary mortgage market agencies; and
- 20  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.





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



September 20, 2022

New Homeowner(s)  
5712 Crownleigh Ct  
Burke, VA 22015

Dear Homeowner:

Welcome to Crownleigh Community Association. FirstService Residential is the management agent for your association, and we look forward to providing you with the services needed to make your new ownership experience rewarding.

Living within a community association can be very enjoyable. To be successful, the association needs your active participation and cooperation, and we will always welcome your input. The voluntary contribution of your time will assist in developing and maintaining the high standards and services that you desire for your community.

FirstService Residential maintains a current list of all owners in the community. Phone numbers are important for us in case of an emergency. We urge you to complete the enclosed Owner Directory Form and return it to the letterhead address. This information is for the exclusive use of your association and will not be disclosed to other parties. If you move from your home but retain ownership, please inform us of your new address, and your tenant's information (names, contact numbers). All owners are required to make an address change in writing. Name changes regarding ownership will require submission of legal documentation (such as a copy of a marriage license, deed, divorce decree, court order, etc.).

Regular assessment fees are collected to fund the operating budget. These fees go toward the payment of services such as community insurance, common grounds maintenance, legal services, administrative costs, management, capital reserves or any other item contained in the budget. You will receive a coupon book to use when making your assessment payments. FirstService Residential offers two additional alternatives for the payment of assessments: (1) a direct debit program where the recurring assessments are automatically deducted from any bank account of your choosing (see enclosed information) and (2) the PayLease program, which allows you to pay your assessments via credit card or e-check (see enclosed information), by logging on to our website [www.fsresidential.com](http://www.fsresidential.com). Any inquiry concerning your assessment account should be directed to our Customer Service Team at (703) 385-1133.

Community association living is administered by a set of governing documents. These documents detail certain restrictions that you should become familiar with. We wish to particularly point out that any changes you may be permitted to make to the exterior of your home require prior written approval by the association. Any question on this matter, or the governing documents in general, should be addressed to your community's manager.

We hope that this correspondence has been helpful in your orientation and acclimation to your new home. We look forward to your participation in, and enjoyment of, the community.

Sincerely yours,

FirstService Residential



*Resident Notice*

## **PAYMENT & BILLING OPTIONS**

Dear Resident,

Welcome to FirstService Residential. As the managing agent for your community, we ask that you please review the following information on how we accept your payments.

### **Manage & Pay Your Charges Online**

As the **preferred way** of accepting payments, we request that you create an account online with our provider, **ClickPay**. Through this convenient platform, you can view your balance due and make individual or automatic payments from your smartphone, tablet or other media device.

Payments can be made online by e-check (ACH) from a bank account at no cost to you or by credit or debit card for a nominal fee. Get started by visiting the web address below and following the instructions listed:

### **[www.ClickPay.com/FirstService](http://www.ClickPay.com/FirstService)**

- ① Click **Register** and create your online profile with **ClickPay**
- ② **Connect Your Home** using the account number found on your coupon or statement
- ③ Set up **Automatic Payments** or click **Pay Now** to make one-time payments

For help with your account or setting up payments online, please contact **ClickPay** through their online help center at **[www.ClickPay.com/GetHelp](http://www.ClickPay.com/GetHelp)**.

### **Mailing Address for Payments**

If you choose to submit your payments by paper check, money order or through your bank's Online Bill Pay feature, please mail your payments to the address listed below.

**Association Name**  
**c/o FirstService Residential**  
**P.O. Box 30403**  
**Tampa, FL 33630-3403**

Please make all checks payable to the entity listed on your statement or coupon, include the remittance slip with your payments, and write the account number found on your statement or coupon in the notes section of your check or Online Bill Pay settings.







FirstService Residential is pleased to announce the arrival of your highly anticipated community website through Connect. Although some of the methods that the Association currently employs will still be used to distribute information, this exciting new website provides an easy and helpful way to access pertinent information about your community and your account. Your secure and fully-supported community website is available anywhere you have Internet access.

### WHAT YOU HAVE ACCESS TO 24 HOURS A DAY, 7 DAYS A WEEK

- Community Calendar
- Community News & Events
- Association Documents
- Forms & Applications
- Work Order Submission Tracking
- Assessment History
- Resident Directory
- Amenity Reservation
- Visitor Management
- Classified Ads
- Group/Committee Pages
- Direct Online Contact with FirstService Residential

*You have been assigned a unit-specific access code, which will allow you to log in and register with your community's website. Simply follow the instructions below.*

### HOW TO GET STARTED

1. In your Internet browser, enter <http://dcmetro.fsrconnect.com/residentwelcome>
2. Follow the on-screen prompts for **Register without a Code** option, by entering your e-mail address.
3. You will be prompted to enter your Account number, Owner's Last Name and E-mail address.
4. Follow the on-screen prompts to complete your registration.
5. Once you have completed the registration process, you will be redirected to the community website.
6. Once on the website, be sure to update your contact information and designate which phone number(s) and/or email address you wish to appear in the resident directory. Additional details can be found on the site in **Website News**.

***After you have completed the registration process, you can access the community website anytime via the following URL:***

**<http://dcmetro.fsrconnect.com/CrownleighCommunityAssociation>**

*If you have any questions about this exciting new program, please do not hesitate to contact the FSR™ Team via email at [connect.dcmetro@fsresidential.com](mailto:connect.dcmetro@fsresidential.com)*





# Crownleigh Community

Forms



**FirstService**  
RESIDENTIAL





## 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](mailto:CustomerService.dcmetro@fsresidential.com)





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



September 20, 2022

New Homeowner(s)  
5712 Crownleigh Ct  
Burke, VA 22015

Dear Homeowner:

Welcome to Crownleigh Community Association. FirstService Residential is the management agent for your association, and we look forward to providing you with the services needed to make your new ownership experience rewarding.

Living within a community association can be very enjoyable. To be successful, the association needs your active participation and cooperation, and we will always welcome your input. The voluntary contribution of your time will assist in developing and maintaining the high standards and services that you desire for your community.

FirstService Residential maintains a current list of all owners in the community. Phone numbers are important for us in case of an emergency. We urge you to complete the enclosed Owner Directory Form and return it to the letterhead address. This information is for the exclusive use of your association and will not be disclosed to other parties. If you move from your home but retain ownership, please inform us of your new address, and your tenant's information (names, contact numbers). All owners are required to make an address change in writing. Name changes regarding ownership will require submission of legal documentation (such as a copy of a marriage license, deed, divorce decree, court order, etc.).

Regular assessment fees are collected to fund the operating budget. These fees go toward the payment of services such as community insurance, common grounds maintenance, legal services, administrative costs, management, capital reserves or any other item contained in the budget. You will receive a coupon book to use when making your assessment payments. FirstService Residential offers two additional alternatives for the payment of assessments: (1) a direct debit program where the recurring assessments are automatically deducted from any bank account of your choosing (see enclosed information) and (2) the PayLease program, which allows you to pay your assessments via credit card or e-check (see enclosed information), by logging on to our website [www.fsresidential.com](http://www.fsresidential.com). Any inquiry concerning your assessment account should be directed to our Customer Service Team at (703) 385-1133.

Community association living is administered by a set of governing documents. These documents detail certain restrictions that you should become familiar with. We wish to particularly point out that any changes you may be permitted to make to the exterior of your home require prior written approval by the association. Any question on this matter, or the governing documents in general, should be addressed to your community's manager.

We hope that this correspondence has been helpful in your orientation and acclimation to your new home. We look forward to your participation in, and enjoyment of, the community.

Sincerely yours,

FirstService Residential



**FirstService**  
RESIDENTIAL

*Resident Notice*

## **PAYMENT & BILLING OPTIONS**

Dear Resident,

Welcome to FirstService Residential. As the managing agent for your community, we ask that you please review the following information on how we accept your payments.

### **Manage & Pay Your Charges Online**

As the **preferred way** of accepting payments, we request that you create an account online with our provider, **ClickPay**. Through this convenient platform, you can view your balance due and make individual or automatic payments from your smartphone, tablet or other media device.

Payments can be made online by e-check (ACH) from a bank account at no cost to you or by credit or debit card for a nominal fee. Get started by visiting the web address below and following the instructions listed:

### **[www.ClickPay.com/FirstService](http://www.ClickPay.com/FirstService)**

- ① Click **Register** and create your online profile with **ClickPay**
- ② **Connect Your Home** using the account number found on your coupon or statement
- ③ Set up **Automatic Payments** or click **Pay Now** to make one-time payments

For help with your account or setting up payments online, please contact **ClickPay** through their online help center at **[www.ClickPay.com/GetHelp](http://www.ClickPay.com/GetHelp)**.

### **Mailing Address for Payments**

If you choose to submit your payments by paper check, money order or through your bank's Online Bill Pay feature, please mail your payments to the address listed below.

**Association Name**  
**c/o FirstService Residential**  
**P.O. Box 30403**  
**Tampa, FL 33630-3403**

Please make all checks payable to the entity listed on your statement or coupon, include the remittance slip with your payments, and write the account number found on your statement or coupon in the notes section of your check or Online Bill Pay settings.







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



# Certificate for Virginia HOA Resale

# AS-A75483

**Crownleigh Community Association**  
**This certificate has been prepared on September 20, 2022**  
**on behalf of Frederick Lott and Eva Lott, owner(s) of**  
**5712 Crownleigh Ct, Burke, VA 22015**

**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 lot and collectible as any other assessment in accordance with the provisions of the condominium instruments or declaration and 55.1-1833, 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 55.1-1809 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:	<b>Crownleigh Community Association</b>
If Incorporated, State of Incorporation:	<b>Virginia</b>
Name of Registered Agent:	<b>Douglas J Sanderson</b>
Address of Registered Agent:	<b>11351 Random Hills Road, Suite 500, Fairfax, VA 22030</b>

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:	<b>\$266.25 due Quarterly on the 1st day of the payment period</b>
Prepayment of Assessments:	<b>\$266.25 amount due from buyer at closing, payable to Crownleigh Community Association.</b>
Interest per Annum:	<b>10% per annum is imposed on payments not paid within 30 days.</b>
Late Charge:	<b>5% will be attached to any assessment received 60 day(s) after due date</b>
Resale Disclosure Fee:	<b>\$264.08 Fee is due at closing, payable to FirstService Residential</b>
Post-Closing Account Setup Fee:	<b>\$50.00 (Separate check, payable to FirstService Residential)</b>

The following amount is the balance for the lot as of 09/20/2022: **Total balance: \$12.93 balance includes the 3rd quarter 2022 dues**



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-A75483**

**Crownleigh Community Association**  
**This certificate has been prepared on September 20, 2022**  
**on behalf of Frederick Lott and Eva Lott, owner(s) of**  
**5712 Crownleigh Ct, Burke, VA 22015**

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: **State Farm**  
Agent: **Art Brown, Jr**  
Address: **4921 Seminary, Road Alexandria, VA 22311**  
Phone: **(703) 578-8992**  
Fax: **(703) 578-8995**

**MEMBERS SHALL OBTAIN THEIR OWN INSURANCE COVERAGE ON THEIR LOTS AND HOMES.**



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-A75483

**Crownleigh Community Association**  
**This certificate has been prepared on September 20, 2022**  
**on behalf of Frederick Lott and Eva Lott, owner(s) of**  
**5712 Crownleigh Ct, Burke, VA 22015**

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:

**THERE ARE NO WRITTEN NOTICES OF VIOLATIONS OF THE GOVERNING DOCUMENTS FOR THIS ADDRESS IN OUR FILES AS OF THIS DATE. THIS DOES NOT MEAN THAT THERE ARE NO VIOLATIONS AND IT DOES NOT PREVENT ACTION BY THE ASSOCIATION FOR ANYTHING THAT MAY EXIST THAT IS A VIOLATION OF THE GOVERNING DOCUMENTS 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:

**ONE TEMPORARY REAL ESTATE SIGN NOT EXCEEDING SIX (6) SQUARE FEET IN AREA, MAY BE ERECTED UPON ANY LOT OR ATTACHED TO ANY DWELLING PLACED UPON THE MARKET FOR SALE OR RENT. ANY SUCH TEMPORARY REAL ESTATE SIGN SHALL BE REMOVED PROMPTLY FOLLOWING THE SALE OR RENTAL OF SUCH DWELLING.**

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 restrictions as to the size, place, duration, or manner of placement or display of political signs by a lot owner on his lot:

**N/A**

13. 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:

**DECLARATION ARTICLE VI, SECTION 1 (IN PART) READS: "... NO ... IMPROVEMENTS ... OR CHANGE ... UNTIL COMPLETE PLANS AND SPECIFICATIONS ... SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING ... BY AN ARCHITECTURAL CONTROL COMMITTEE.**

14. 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.**

15. 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.**

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

**N/A**



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-A75483**

**Crownleigh Community Association**  
**This certificate has been prepared on September 20, 2022**  
**on behalf of Frederick Lott and Eva Lott, owner(s) of**  
**5712 Crownleigh Ct, Burke, VA 22015**

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

**SEE ENCLOSED DOCUMENTS.**

18. Certification that the association has filed with the Common Interest Community Board the annual report required by §55.1-1835, 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 0550-001221. THE LICENSE IS RENEWED ON AN ANNUAL BASIS WITHIN THE MONTH PRIOR TO THE ANNUAL ASSOCIATION MEETING. THE EXPIRATION DATE IS: 05/31/2021.**

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

**THERE ARE NO KNOWN APPROVALS IN EFFECT.**

20. 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 09/20/2022.

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-A75483

Owner Name: Frederick Lott & Eva Lott  
Community Name: Crownleigh Community Association  
Address: 5712 Crownleigh Ct  
Burke, VA 22015

Requester Name: Kathy Woodcock / Wilson Auction Inc.  
Requester Phone: 5406616211

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**



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



---

## Additional Information

---

The Dues/Recurring Assessment listed above is for the current fiscal year. Fees are subject to change as new budgets are finalized and/or special assessments are approved.



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



# Certificate for Virginia HOA Resale

# AS-A75483

**Crownleigh Community Association**  
**This certificate has been prepared on September 20, 2022**  
**on behalf of Frederick Lott and Eva Lott, owner(s) of**  
**5712 Crownleigh Ct, Burke, VA 22015**

## Return Form

Buyer(s) Name(s): \_\_\_\_\_  
 Buyer Phone: \_\_\_\_\_  
 Buyer Email Address: \_\_\_\_\_

Buyer, please provide the following information regarding insurance policy.

Insurance Agent: \_\_\_\_\_ Agent Phone Number: \_\_\_\_\_  
 Policy Number: \_\_\_\_\_ Renew Date: \_\_\_\_\_

If your address is different from the purchase address above, please note below.

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Purchaser acknowledges receipt of the Resale Certificate and relevant Governing Documents, which include the Declarations/Mater Deed, Bylaws, Rules and Regulations, applicable to the unit property. If documents are lost or misplaced, please contact the community manager to see how they may be replaced. Purchaser should contact the community manager directly with regard to new or proposed resolutions, rule changes or governing document changes.

Purchaser understands and agrees that the Association will levy all assessments against the premises to be paid monthly/quarterly/semiannually/annually by the purchaser, commencing from the closing date, to cover all costs of ownership and common area property maintenance.

Purchaser acknowledges the need to undertake final verification with the Title Company and Association just prior to the closing and the prudence of seeking advice of independent legal counsel.

Purchaser's Signature: \_\_\_\_\_ Settlement Date: \_\_\_\_\_

Seller's Future Address (required, in case of refund):

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

Seller's Signature: \_\_\_\_\_ Settlement Date: \_\_\_\_\_





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-A75483**

**Crownleigh Community Association**  
**This certificate has been prepared on September 20, 2022**  
**on behalf of Frederick Lott and Eva Lott, owner(s) of**  
**5712 Crownleigh Ct, Burke, VA 22015**

The following items are required to be returned to the address noted below within two (2) business days of the closing:

1. THE COMPLETE SIGNED ORIGINAL RESALE CERTIFICATE (3407/5407)
2. THE COMPLETED REMITTANCE PAGE (we cannot update the new owner until this is completed and returned)
3. COMPLETED CENSUS FORM
4. MONIES DUE (separate checks are required for each line item - must be certified funds)
5. AGE VERIFICATION (if applicable)
6. ONE OF THE FOLLOWING IS ALSO REQUIRED: HUD1, SETTLEMENT OR ALTA STATEMENT, OR DEED

**Be sure to submit separate checks for all monies due, as noted on the Resale Certificate. If separate checks are not received, the improper payment will be returned and separate checks will be requested. This will delay the transfer process.**

# Crownleigh Community

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](mailto:cic@dpor.virginia.gov)  
[www.dpor.virginia.gov](http://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 § 55.1-1809 of the *Code of Virginia*.**

The lot being purchased is in a development subject to the 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, including for the construction or maintenance of stormwater management facilities, 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

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 § 55.1-1809 of the Code of Virginia. Effective 7/01/2020

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 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 restrictions as to the size, place, duration, or manner of placement or display of political signs by a lot owner on his lot.
- 13  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;
- 14  The current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- 15  Any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet;
- 16  The notice given to the lot owner by the association of any current or pending rule or architectural violation;
- 17  A copy of the fully completed form developed by the Common Interest Community Board pursuant to § 54.1-2350;
- 18  Certification that the association has filed with the Common Interest Community Board the annual report required by § 55.1-1835, which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such filing;
- 19  A statement indicating any known project approvals currently in effect by secondary mortgage market agencies; and
- 20  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 and Lender Processing 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.



# Crownleigh Community

Forms



**FirstService**  
RESIDENTIAL





## 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](mailto:CustomerService.dcmetro@fsresidential.com)



# Crownleigh Community

Budget



**FirstService**  
RESIDENTIAL





**CROWNLEIGH**  
**Operation Budget**  
**January 01, 2018 - December 31, 2018**



	<b>2017 APPROVED BUDGET</b>	<b>2018 APPROVED BUDGET</b>
<b>INCOME:</b>		
ASSESSMENT INCOME	\$ 135,360	\$ 135,360
INTEREST INTEREST	325	400
LATE CHG INCOME	650	750
LEGAL CHG INCOME	4,000	1,000
BAD DEBT RECOVERY	-	1,000
MISC INC RESALE DISCL CHGS	350	675
<b>TOTAL INCOME</b>	<b><u>\$ 140,685</u></b>	<b><u>\$ 139,185</u></b>
<b>EXPENSES:</b>		
<b>ADMINISTRATIVE:</b>		
MANAGEMENT FEES	8,800	9,240
INSURANCE	4,250	4,800
LEGAL	7,000	4,000
AUDIT/TAX PREP	2,500	2,500
MISC ADMIN OTHER	3,000	3,000
MISC ADMIN COLLECTIONS EXPENSE	1,000	1,500
MISC ADMIN RESALE DISCLOSURES	350	675
MISC ADMIN REGISTRATION FEES	25	-
<b>TOTAL ADMINISTRATIVE</b>	<b><u>\$ 26,925</u></b>	<b><u>\$ 25,715</u></b>
<b>UTILITIES:</b>		
ELECTRICITY	3,000	3,000
PHONE	475	480
<b>TOTAL UTILITIES</b>	<b><u>\$ 3,475</u></b>	<b><u>\$ 3,480</u></b>
<b>OPERATING:</b>		
TREE WORK	5,000	9,000
COMMON AREA MNT	7,000	8,000
MISC OPERATING	1,000	1,050
<b>TOTAL OPERATING</b>	<b><u>\$ 13,000</u></b>	<b><u>\$ 18,050</u></b>
<b>CONTRACTED SERVICES:</b>		
TRASH REMOVAL	25,500	25,000
SNOW REMOVAL	7,000	7,000
GROUNDS MAINTENANCE	21,000	21,822
<b>TOTAL CONTRACTED SERVICES</b>	<b><u>\$ 53,500</u></b>	<b><u>\$ 53,822</u></b>
<b>TAXES AND RELATED:</b>		
REGISTERED AGENT	250	-
LICENSES/PERMITS/FEE	150	109
<b>TOTAL TAXES AND RELATED</b>	<b><u>\$ 400</u></b>	<b><u>\$ 109</u></b>

**CROWNLEIGH**  
**Operation Budget**  
**January 01, 2018 - December 31, 2018**



	<b>2017 APPROVED BUDGET</b>	<b>2018 APPROVED BUDGET</b>
AMENITIES/COMMUNITY PROGRAMS:		
SOCIAL	638	1,060
TOTAL AMENITIES/COMMUNITY PROG	<u>\$ 638</u>	<u>\$ 1,060</u>
 RESERVES:		
RESERVES REPLACEMENT RESERVES	42,747	36,949
TOTAL RESERVES	<u>\$ 42,747</u>	<u>\$ 36,949</u>
 TOTAL EXPENSES AND RESERVES	<u>\$ 140,685</u>	<u>\$ 139,185</u>
 NET EXCESS/(DEFICIT)	-	-

# Crownleigh Community

Financials



**FirstService**  
RESIDENTIAL





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

Crownleigh CA COMPARATIVE BALANCE SHEET AS OF 12/31/2017
--

03/09/2018 2:35 PM Page: 1

Account #		Current Month	Prior Month	Variance
<b>ASSETS</b>				
	<i>OPERATING CASH:</i>			
10120 NCB	OPERATING CHECKING NATIONAL COOPERATIVE	8,846.05	23,163.63	(14,317.58)
	TOTAL OPERATING CASH	8,846.05	23,163.63	(14,317.58)
	<i>CASH INVESTMENTS:</i>			
10150	SAVINGS	141,255.26	137,599.39	3,655.87
	TOTAL CASH INVESTMENTS	141,255.26	137,599.39	3,655.87
	<i>OTHER CURRENT ASSETS:</i>			
11000	A/R ASSESSMENTS	12,625.62	13,975.79	(1,350.17)
11900	ALLOW FOR DOUBT ACTS	(4,392.41)	(5,142.34)	749.93
13100	A/R LATE/ADMIN FEES	754.28	801.28	(47.00)
13200	A/R LEGAL FEES	899.63	899.63	0.00
14900	A/R MISCELLANEOUS	3,384.50	3,384.50	0.00
15010	PREPAID INSURANCE	2,329.00	2,718.00	(389.00)
	TOTAL OTHER CURRENT ASSETS	15,600.62	16,636.86	(1,036.24)
	TOTAL ASSETS	<u>165,701.93</u>	<u>177,399.88</u>	<u>(11,697.95)</u>
<b>LIABILITIES AND OWNERS EQUITY</b>				
	<i>CURRENT LIABILITIES:</i>			
20200	ACCRUED EXPENSES	3,111.52	4,947.31	1,835.79
22000	PREPAID ASSESSMENTS	4,944.88	4,316.38	(628.50)
	TOTAL CURRENT LIABILITIES	8,056.40	9,263.69	1,207.29
	<i>LONG-TERM LIABILITIES:</i>			
29000 29001	DEFERRED INCOME DEFERRED ASSESSMENTS	0.00	11,280.00	11,280.00
	TOTAL LONG TERM LIABILITIES	0.00	11,280.00	11,280.00
	<i>OWNERS EQUITY:</i>			
38000 38000	RESERVES REPLACEMENT RESERVES	160,765.30	157,200.30	(3,565.00)
30500	RETAINED EARNINGS	(5,010.00)	(5,010.00)	0.00
	NET EXCESS/(DEFICIT)	1,890.23	4,665.89	2,775.66
	TOTAL OWNERS EQUITY	<u>157,645.53</u>	<u>156,856.19</u>	<u>(789.34)</u>
	TOTAL LIABILITIES & OWNERS EQUITY	<u>165,701.93</u>	<u>177,399.88</u>	<u>11,697.95</u>



# Crownleigh Community

Reserve Study



**FirstService**  
RESIDENTIAL







**MASON & MASON**  
CAPITAL RESERVE ANALYSTS, INC.



P. O. Box 1 Fort Valley, Virginia 22652 800-776-6980 admin@masonreserves.com Fax 800-776-6408

May 27, 2015

Crownleigh Community Association/Foxwood  
C/o FirstService Residential  
11351 Random Hills Road, Suite 500  
Fairfax, VA 22030

ATTENTION: Mr. Lew Schnitzius, Treasurer of the Board

RE: **CONDITION ASSESSMENT AND RESERVE FUND PLAN UPDATE 2015**  
**Crownleigh Community Association/Foxwood**  
**(Final Report, Revised May 27, 2015)**  
Burke, Virginia  
Project No. 7864

Dear Mr. Schnitzius:

Mason & Mason Capital Reserve Analysts, Inc. has completed the final report for Crownleigh/Foxwood.

We have revised the report to reflect changes you and the Board requested via email on April 30, 2015.

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

Sincerely,

**Mason & Mason Capital Reserve Analysts, Inc.**

James G. Mason III, R. S.  
Vice President

James G. 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 .....	3
3. METHODS OF FUNDING.....	4
4. RESERVE PROGRAMMING.....	5
5. UPDATING THE RESERVE FUND PLAN .....	7
6. PREVENTIVE MAINTENANCE.....	8
7. ASPHALT PAVEMENT REPORT.....	11

### RESERVE FUND PLAN

COMPONENT DATA AND ASSET REPLACEMENT SCHEDULE	TABLE 1
CALENDAR OF EXPENDITURES	TABLE 2
FUNDING ANALYSIS, CASH FLOW METHOD, HYBRID APPROACH	TABLE 3
FUNDING ANALYSIS, COMPONENT METHOD	TABLE 4
PHOTOGRAPHS	#1 - #12

## **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 have 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 Crownleigh/Foxwood's 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 **29%** funded through 2014. **This is a significant improvement from past years. Our goal is to become fully funded by the end of the 20-year period (2034).**

In order to achieve this goal the Association should:

- Apply a **1.35%** annual increase to the contribution beginning in **2016**. Or, from **\$35,496 to \$35,974**, and plan on continuation of the annual increases throughout the remainder of the period.
- This represents an increase from **\$20.54 to \$20.82** (a net increase of **\$0.28**) per residence, per month (based on **144 units**).

Supporting data are 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; 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:** Crownleigh Community Association/Foxwood is a townhome community located on Burke Road and Lake Braddock Drive in Burke, Virginia. It is comprised of 144 residential units in twenty two-story buildings. The community was constructed circa 1982. There are four private streets within the community; Castlebury Court, Sutherland Court, Crownleigh Court, and Chelmsford Court. The street layout includes concrete curbs and gutters, concrete sidewalks, and 24 off-street parking bays providing 285 designated spaces.

We are providing the Condition Assessment and Reserve Fund Plan based on Proposal Acceptance Agreement No. 7864 dated November 18, 2014. 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 Community 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 otherwise financially associated with the Association, and we therefore do not have any conflicts of interest that would bias this report. Information provided by Crownleigh/Foxwood 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 Crownleigh/Foxwood in 1999 and a Level II Update in 2010. This report is an additional Level II Update 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 III, R. S. conducted the field evaluation for this report on March 19, 2015. The weather was clear and the temperature was approximately 55 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 community has been tackling major projects in recent years, and the common assets appear to be in overall fair to much improved condition. Crownleigh/Foxwood has now reached a 30-year benchmark in terms of replacement of major systems.

The asphalt driveways and parking bays are in fair condition. The pavements will require restoration (edgemilling and overlay) in a few years. If the project is delayed further, then the pavements may require full milling, which is an avoidable additional cost. All full-depth repairs should be accomplished prior to restoration. Future pavement maintenance (full-depth repair, crack filling, and seal coating) has been scheduled to begin six years after the restoration project and continue every six years thereafter.

The sidewalks received a major repair project last year and most cracking/settlement was mitigated. In the future, tripping hazards or surface deficiencies should be repaired as soon as possible. The liability and costs associated with personal injury lawsuits resulting primarily from sidewalk and curb tripping hazards are too great to defer repair. It is our opinion that addressing future deficiencies, which pose a hazard to pedestrians, should not be deferred.

Site features such as the metal handrailings, street signage, brick retaining wall/entrance monument, and the tot lots range from fair to continuing good condition. The wood components, such as the retaining walls, steps, and the guide rail are in poor condition, requiring near-term replacement. We understand that the light poles and fixtures were replaced circa 2013, and have moved the next project out to late-term.

We observed significant top soil erosion throughout the community. We suggest that the Board have the issue evaluated by a professional engineer for recommendation of remediation. We have included an allowance for engineering services and we have increased the Storm Water Drainage System Allowance for additional funding towards erosion control/remediation.

Currently, the reserve fund is adequate, and requires only minimal annual adjustments in contributions to achieve the fully funded goal at the end of twenty years.

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, and the Asphalt Pavement Report in Section 7, for specific information.



## 2. FINANCIAL ANALYSIS

We track the annual inflation rate among our clients based on their reported costs for typical services. A 3.5% annual rate reflects their general pre-recession experience. However, currently we are seeing somewhat lower rates and we are using 2.5%. Interest income has dropped substantially, and many smaller Associations and Condominiums are reduced to savings accounts or certificates of deposit, which are yielding 1% or less. Unlike reserves, interest income is taxable, so this further reduces the net gain. 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.

**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, 2014**, was **\$45,163**. We have used a **1.00%** annual interest income factor and a **2.50%** inflation factor in our calculations. The total expenditures for the twenty-year period for both the **Cash Flow Method** and **Component Method** are projected to be **\$443,537**.

**2.2 Funding Analysis, Cash Flow Method, Hybrid Approach (Table 3):** The 2015 annual contribution to reserves has been set at **\$35,496**. **To achieve fully funded status by the end of the period, a 1.35% annual increase should be applied.** At this level, the total for all annual contributions for the twenty-year period would be **\$808,478**, and the total interest income is projected to be **\$39,063**. **The fully funded balance in 2034 is \$449,167.**

**2.3 Funding Analysis, Component Method (Table 4):** This method of funding would require variable annual contributions, averaging **\$39,809** over the twenty-year period. The total for all annual contributions would be **\$796,186**, and the total interest income is projected to be **\$51,355**. **The fully funded balance in 2034 is \$449,167.** The Component Method model considers the current reserve fund balance in computing individual component contributions for current cycles.

### 3. METHODS OF FUNDING

Once the data are compiled, our proprietary software produces two distinct funding methods. 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. **The Cash Flow Method doesn't include replacement funding for anything beyond the 20-year period, thus leaving a potential shortfall in funding and failing to address generational equity if not specifically set to do so.** 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: Please note that this is not a method, rather a way (approach) for us to utilize the Cash Flow Method, while insuring the appropriate funding levels are achieved long-term. 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 (and possibly others) provides alternative(s) to this that meet the fully funded goal from Table 4.

**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) have been under continual refinement for over a decade. It is unique in the industry as it provides comprehensive modeling through Microsoft Access and Excel that addresses the many challenges 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 their 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 or utility.

**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 and our local experience as a guideline. Useful service lives can vary greatly due to initial quality and installation, inappropriate materials, maintenance practices or lack thereof, environment, parts attrition, 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.

**4.10 Generational Equity:** As the term applies to reserves, it is the state of fairness between and over the generations relating to responsibility for assets you are utilizing during your time of ownership. It is neither reasonable, nor good business to defer current liabilities to future owners. This practice is not only unfair; it can also have a very negative impact on future property values.

## 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 best maintenance practices or life-extension maintenance 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. We typically include them for townhomes and garden condominiums while mid- and high-rise buildings are generally too complex.

**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 edgemoil and overlay. Generally, this type of repair should not be required for approximately five years after an edgemoil and overlay project.

**6.5 Asphalt Footpaths:** Transverse and longitudinal cracks should be cleaned of debris and plant growth (lanced) and filled with a rubberized asphaltic compound to prevent water infiltration. Cracks and deflection of the asphalt pavement can develop in the areas where tree roots cross the path. Tree roots should be removed and damaged areas repaired. An additional maintenance issue with footpaths is vegetation control. In areas where vegetation encroaches on the paths, both underfoot and overhead, visibility is reduced and personal injury can occur from low-growing branches. Vegetation control should be accomplished on a regular basis under the maintenance budget for safety considerations and to extend the useful service life of the pavement.

**6.6 Concrete Sidewalks:** When sidewalks are cracked or scaled or sections have settled, the resulting differential or "tripping hazard" can present a liability problem for the Association if personal injury should occur as a result. Tripping hazards should be repaired expeditiously to promote safety and prevent liability problems for the community. Generally, where practical and appropriate, concrete element repairs and replacements are scheduled in the same years to promote cost efficiencies. Replacements are usually scheduled in cycles because the necessity of full replacement at one time is unlikely. Typically, damaged or differentially settled sections can be removed by saw cutting or jack hammer and re-cast. Concrete milling of the differential surfaces is sometimes an appropriate, cost-effective alternative to re-casting. Skim coating is not an effective repair for scaled or settled concrete surfaces and, over time, will usually worsen the problem.

**6.7 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.

**6.8 Concrete Steps:** Concrete steps should be replaced when cracking, deterioration, or settlement occurs. Cracks, which occur at the intersection of treads and risers, should be filled with an appropriate sealant to prevent water infiltration.

**6.9 Metal Handrailings:** Metal handrailings should be periodically straightened, loose connections repaired, cleaned of rust, primed, and painted to maintain appearance and extend the useful service life. Bases should be periodically cleaned and sealed to prevent moisture infiltration, which will cause damage to the concrete in freeze/thaw cycles. Welding new bases to replace deteriorated bases is a viable alternative to replacing handrailings.

**6.10 Bare Wood Components:** 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.

**6.11 Light Poles:** Outdoor lighting has a limited service life because of the accelerated aging process due to weather extremes. Remediation of the pole fixtures is a viable alternative to full replacement and would include painting the poles along with lamp housing replacement, including ballasts and capacitors. Any poles observed to be out of plumb should be straightened. Periodic cleaning of peeling paint and rust, priming and re-painting of poles and fixtures will help extend the useful service life.

**6.12 Street Signage:** Metal perforated-post and pressure-treated wood post street signs generally require very little maintenance over their useful service life. Signage tends to fade due to environmental exposure. Cleaning of peeled paint, periodic cleaning of rust (metal posts) and repainting of wood and metal posts will maintain appearance. There is little that can be done with the signs except to replace them periodically. The wood components of entrance signs should be periodically cleaned of loose paint and repainted to maintain appearance. Out-of-plumb posts should be straightened and secured.

**6.13 Brick Components:** 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 wall 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 wall. 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 wall to prevent damage.

**6.14 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  $\frac{3}{4}$ -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.

**6.15 Tot Lot Equipment and Outdoor Furniture:** 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. 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.

## 7. ASPHALT PAVEMENT REPORT

Street Name	Total SY Asphalt Pavement	SY Full-Depth Repairs	Linear Footage Cracks	Parking Spaces	Parking Bays
Castlebury Court	1,900	3	325	66	4
Sutherland Court	3,508	95	702	103	8
Crownleigh Court	4,255	78	750	94	10
Chelmsford Court	767	0	100	22	2
<b>TOTALS</b>	<b>10,430</b>	<b>176</b>	<b>1,877</b>	<b>285</b>	<b>24</b>

All quantities approximate

## 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 **1<sup>st</sup> 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 1<sup>st</sup> 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 **2<sup>nd</sup> 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 17 **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.



**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 | <b>Year</b>   |
| Column 2 | <b>Total Asset Base</b> of all common capital assets included in the reserve fund with costs adjusted for inflation.  |
| Column 3 | <b>Beginning Reserve Fund Balance</b> is the reserve fund balance after all activity in the prior year is completed.  |
| Column 4 | <b>Annual Contribution</b> , 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 | <b>Interest Income</b> , 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 | <b>Capital Expenditures</b> 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 | <b>Ending Reserve Fund Balance</b> is the result of the beginning reserve fund balance plus the annual contribution, plus interest income, less capital expenditures for the year.  |

Reserve Fund Plan for  
CROWNLEIGH COMMUNITY  
ASSOCIATION/FOXWOOD  
Burke, Virginia

**FUNDING ANALYSIS  
HYBRID APPROACH  
CASH FLOW METHOD**  
TABLE 3



Annual Interest Income Factor:  
1.00%

Annual Inflation Factor:  
2.50%

Contribution Percentage Increase:  
1.35%

Annual Contribution To Reserves:  
35,496

Beginning Reserve Fund Balance:  
45,163

YEAR	TOTAL ASSET BASE	BEGINNING RESERVE FUND BALANCE	ANNUAL CONTRIBUTION	INTEREST INCOME	CAPITAL EXPENDITURES	ENDING RESERVE FUND BALANCE
1	2	3	4	5	6	7
2015	811,092	45,163	35,496	647	0	81,306
2016	831,369	81,306	35,974	891	22,268	95,903
2017	852,154	95,903	36,458	1,085	14,170	119,276
2018	873,457	119,276	36,949	592	148,784	8,032
2019	895,294	8,032	37,446	273	2,097	43,654
2020	917,676	43,654	37,950	568	14,106	68,067
2021	940,618	68,067	38,461	893	0	107,421
2022	964,134	107,421	38,979	1,291	0	147,691
2023	988,237	147,691	39,504	1,698	0	188,893
2024	1,012,943	188,893	40,035	1,958	29,031	201,855
2025	1,038,266	201,855	40,574	2,083	30,520	213,992
2026	1,064,223	213,992	41,121	2,070	55,797	201,386
2027	1,090,829	201,386	41,674	2,151	18,139	227,072
2028	1,118,099	227,072	42,235	2,511	0	271,818
2029	1,146,052	271,818	42,804	2,949	2,685	314,885
2030	1,174,703	314,885	43,380	2,899	93,982	267,172
2031	1,204,071	267,172	43,964	2,923	0	314,059
2032	1,234,172	314,059	44,556	3,397	0	362,011
2033	1,265,027	362,011	45,155	3,882	0	411,049
2034	1,296,652	411,049	45,763	4,313	11,958	449,167
<b>STUDY PERIOD TOTALS</b>			808,478	39,063	443,537	449,167

← FULLY FUNDED BALANCE GOAL

## 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.





**PHOTOGRAPHS  
WITH  
DESCRIPTIVE  
NARRATIVES**



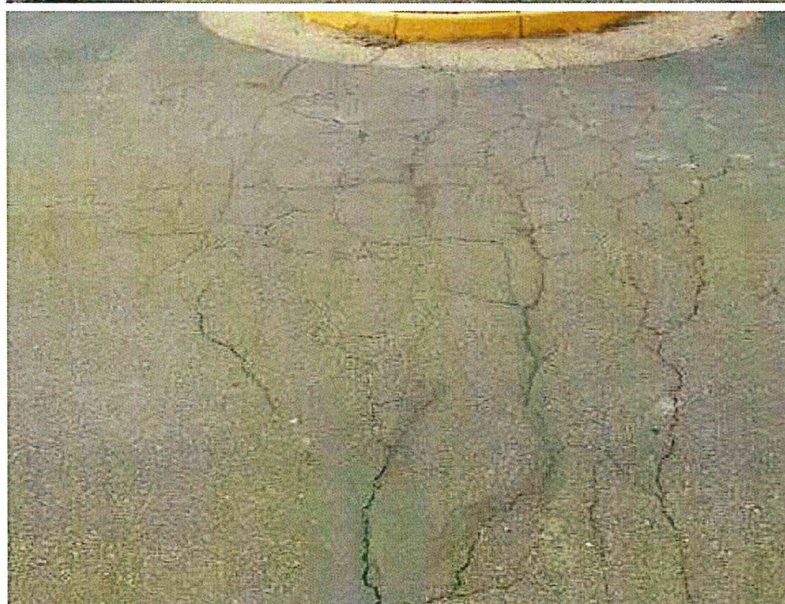
**MASON & MASON**  
CAPITAL RESERVE ANALYSTS, INC.



**PHOTO #1**  
The asphalt driveways and parking bays are in overall fair condition. Sutherland Court (pictured) is showing the most deflection of the four private streets.



**PHOTO #2**  
Seal Coating and crack filling have been recently accomplished. Future pavement maintenance projects should also include full-depth repairs.



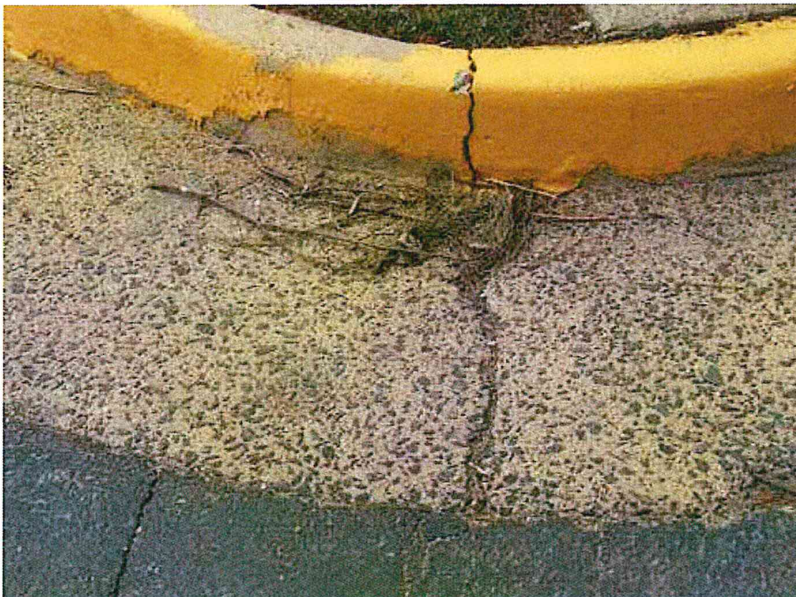
**PHOTO #3**  
Alligator or deflected cracking such as this require full-depth repair prior to the restoration project (edgemill and overlay).



**PHOTO #4**  
All of the asphalt  
footpaths were restored  
circa 2014 and are in  
excellent condition.



**PHOTO #5**  
A major concrete  
sidewalk repair cycle was  
completed circa 2014  
and included ADA  
upgrades.



**PHOTO #6**  
A few cracked and settled  
sections of concrete curb  
and gutter were  
observed, requiring repair  
during the next concrete  
repair cycle.



**PHOTO #7**

The concrete steps and metal handrailing are in continuing good condition. The handrailings should receive maintenance, such as priming and repainting.



**PHOTO #8**

The wood retaining walls are at the end of their service life, requiring near-term restoration.



**PHOTO #9**

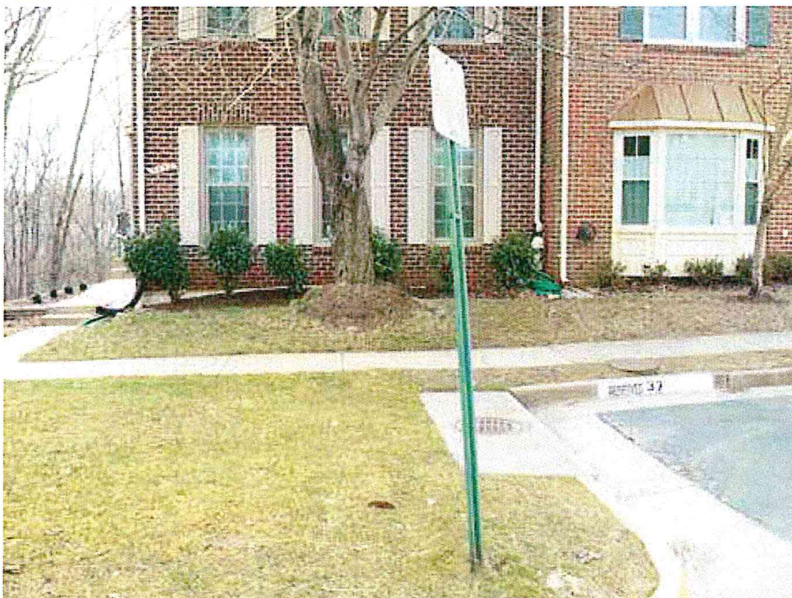
The wood steps are in poor condition. A few of the treads are rotted, and could be potential tripping hazards, requiring step replacement near-term.



**PHOTO #10**  
The wood guide railing is in poor condition, requiring near-term restoration.



**PHOTO #11**  
The poles and light fixtures appear to be in continuing good condition, however, we did not observe lighting after dark.



**PHOTO #12**  
The street signage ranges from fair to continuing good condition. Some signs require straightening and a few are heavily faded, which will require replacement in the near future.



**PHOTO #13**  
The brick retaining wall is in much improved condition with recent work accomplished.



**PHOTO #14**  
The tot lot, installed circa 2011 is in continuing good condition, and a great improvement from the previous tot lot components.



**PHOTO #15**  
Heavy amounts of top soil erosion were observed throughout the community. We have included an allowance for engineering to evaluate and suggest remediation's for the problem areas.

# Crownleigh Community

Insurance



**FirstService**  
RESIDENTIAL







CROWCOM-01

CWHOOLERY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**06/23/2017**

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 have ADDITIONAL INSURED provisions or 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 <b>Preferred Insurance Services, Inc 4035 Ridge Top Road, Suite 150 Fairfax, VA 22030</b>	CONTACT NAME: <b>Certificate Department</b>
	PHONE (A/C, No, Ext): <b>(703) 667-5940</b> FAX (A/C, No): <b>(703) 991-4838</b>
	E-MAIL ADDRESS: <b>certs@preferins.com</b>
	INSURER(S) AFFORDING COVERAGE
INSURED <b>Crownleigh Community Association c/o FirstService Residential 11351 Random Rd Hills Rd Ste 500 Fairfax, VA 22030</b>	INSURER A : <b>Erie Insurance Exchange</b>
	INSURER B : <b>Continental Casualty Company</b>
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

### COVERAGES      CERTIFICATE NUMBER:      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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			<b>Q43-0155410</b>	<b>07/01/2017</b>	<b>07/01/2018</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
							\$
<b>AUTOMOBILE LIABILITY</b>							COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY		<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y / <input type="checkbox"/> N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
<b>B</b>	<b>Directors &amp; Officers</b>			<b>0598963251</b>	<b>07/01/2017</b>	<b>07/01/2018</b>	<b>Deductible: \$1,000</b>
							<b>1,000,000</b>

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

Coverages:  
 Policy Q43-0155410 effective 7/1/17-7/1/18 Contains \$226,000 with a \$1,000 Deductible for HOA, Clubhouse, Common Area and Playground located at Castlebury Ct Burke, VA 22015  
 Chlemsford Ct. Burke, VA 22015, Crownleigh Ct. Burke, VA 22015, Lake Braddock Dr Burke, VA 22015, Sutherland Ct. Burke, VA 22015

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<b>Proof of Insurance</b>	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 



# Crownleigh Community

Declaration/CC&Rs



**FirstService**  
RESIDENTIAL



BK5559 0206

THIS DECLARATION, made this 1st day of June, 1981, by THE ARTERY ORGANIZATION, INC., a Maryland corporation, hereinafter sometimes called "the Declarant,"

WITNESSETH

WHEREAS, Declarant is the sole owner of certain real property located in the Annandale Magisterial District, Fairfax County, Virginia, containing 12.78332 acres, as more specifically described in the metes and bounds description attached as Exhibit A to the Deed of Dedication and Subdivision recorded immediately prior hereto, to which Deed of Dedication and Subdivision this Declaration is specifically made a part; and

WHEREAS, Declarant desires to create on the said property a residential community with permanent open spaces and other common facilities for the benefit of said community, and to provide for the preservation of the values and amenities in said community, and such other areas as may be subjected to this Declaration by Declarant, and for the maintenance of said open spaces and other facilities and, to this end, desires to subject the property as hereinabove described to the covenants restrictions, easements, conditions, charges, and liens hereinafter set forth, it being intended that the easements, covenants, restrictions, and conditions shall run with said property and shall be binding on all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and shall inure to the benefit of each other thereof; and

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

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Virginia, as a non-stock, not-for-profit, corporation, Crownleigh Community Association for the purposes of exercising the functions aforesaid.

NOW, THEREFORE, Declarant does hereby declare that the real property described in Exhibit A attached to the Deed of Dedication and Subdivision recorded immediately prior hereto, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, charges, and liens (hereinafter referred to as "Covenants and Restrictions") hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Crownleigh Community Association, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, in accordance with the terms of this Declaration.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association and being initially composed of Parcels B and C, Section One, Crownleigh.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property, but with the exception of the Common Area and areas dedicated as public streets.

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

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

Section 7. "Declarant" shall mean and refer to The Artery Organization, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and the owner of any other property which might be annexed under the provisions hereof.

Section 8. "Dwelling" shall mean and refer to any building or portion of a building situated upon The Property and designed and intended for use and occupancy as a residence.

Section 9. "Mortgagee," as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the lots. "Mortgage," as used herein, shall include deed of trust. "First Mortgage," as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgages. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, saving and loans associations, trusts, mutual savings, banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration the terms "holder" and "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

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

#### ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Fairfax County, Commonwealth of Virginia, and is more particularly described on "EXHIBIT A" to the Deed of Dedication and Subdivision recorded

immediately prior hereto, to which Deed of Dedication and Subdivision this Declaration is specifically made a part.

Section 2. Additions. So long as there are Class B members of the Association, additional property may be annexed to the above-described property without the consent of the Class A members of the Association, if any.

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

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

### ARTICLE III

#### MEMBERSHIP

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

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

Class A: Class A members shall be all those Owners as defined in Article I, who own and hold title to a lot upon which a single family attached dwelling unit is or can be constructed, with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by this Article. When more than one persons holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by this Article, provided, however, that 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 Class A membership equal the total votes outstanding in Class B membership, or



(b) On December 31, 1985; provided however that

(c) In the event of annexation of additional properties, Class B membership shall be revived with respect to those lots contained in the annexed property; which Class B membership shall cease and be converted to Class A membership, on the happening of either of the following events, whichever occurs first:

(i) When the total votes outstanding in the Class A memberships in the annexed property equal the total votes outstanding in the Class B membership in such annexed property, or

(ii) Seven (7) years from the date of recordation of the Deed of Dedication or Supplemental Declaration for such annexed property.

ARTICLE IV

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

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

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

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

(d) the right of the Association to suspend the voting rights and the rights to use of the common areas and community facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of any of the published rules and regulations of the Association, and

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

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

(g) the right of the Association, acting by and through its Board of Directors, to enter into agreements whereby the Association acquires leaseholds, membership or other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association.

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

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

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

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

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

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

(f) the cost of maintaining, replacing, repairing, and landscaping the common areas, including, without limitation, maintenance of any storm

water detention basins or the like located upon the common areas and the cost of the maintenance of all pathways upon the property, together with such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

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

(h) the cost of any leasehold, membership or other possessory or use interests in real or personal property arranged by the Association for the purpose of promoting the enjoyment, recreation or welfare of the members of the Association.

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

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

Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the common areas and community facilities. The owner of any lot shall, at his own expense, maintain his lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, sightly and sanitary condition at all times. In the event any owner shall fail to maintain his lot, dwelling and/or appurtenances thereto, as aforesaid, the Association shall have the right, after first having given thirty (30) days notice of its intent to exercise this right to the owner, to make the necessary repairs to the lot, dwelling and/or appurtenances thereto, and to charge the cost of such repairs to the owner, which amount shall be due and payable to the Association as an additional assessment hereunder.

**Section 2. Special Maintenance Assessments.** In addition to the regular maintenance assessments authorized by this Article, the Association may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming a part of the common areas and community facilities, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided that any such assessment shall have the assent of the members representing two-thirds (2/3) of each class of the then members of the Association. A meeting of the members shall be duly called for this purpose, after thirty (30) days notice of such meeting to all members.

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

**Section 4. Annual Maintenance Assessments.** The initial maximum annual maintenance assessment for each of the lots to which Class A membership is appurtenant shall not exceed the sum of Two Hundred Forty Dollars (\$240.00) per annum. The annual maintenance assessment shall be levied at a uniform rate for each lot to which Class A membership is appurtenant.

The initial maximum annual maintenance assessment for each of the lots to which Class B membership is appurtenant shall be equal to twenty-five (25) percent of the maximum annual maintenance assessment which would be assessed against the lot were it owned by a Class A member. In consideration of the Declarant's exemption from a full assessment, Declarant hereby covenants and agrees to maintain (exclusive of real estate taxes, insurance premiums utility bills and trash collection) the Common Area within this section or any other section subsequently annexed hereto, without cost to the Association, until such time as there are no longer any Class B memberships applicable to the Section. Said maintenance shall apply upon subsequent annexation pursuant to Section 2, Article II, with respect to the Common Area contained in the property so annexed. This maintenance shall end one (1) year from the date of conveyance of the first Lot in such annexed property to an Owner, or until the Declarant has conveyed seventy-five percent (75%) of the Lots contained in such annexed property to Owners, whichever occurs first. Upon the occupancy of any house located on a lot subjected to Class B membership, such lot shall be subjected to full assessment.

Section 5. Increase in Maximum Annual Maintenance Assessment.

(a) from and after January 1, 1982, the maximum annual maintenance assessment for all Class A memberships hereinabove provided for may be increased by the Board of Directors of the Association, without a vote of the Class A membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year, plus the amount by which any *ad valorem* real estate taxes and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(b) from and after January 1, 1982, the maximum annual maintenance assessments for all Class A memberships hereinabove provided for may be increased above that established by the preceding paragraph by a vote of the members, as hereinafter provided, for the next succeeding year and, thereafter, at the end of such year, for each succeeding year. Any change made pursuant to this paragraph shall have the assent of two-thirds (2/3) of each class of the members of the Association. A meeting of the members shall be duly called for this purpose.

Section 6. Non-Payment of Assessments - Memorandum of Lien for Assessments

Any assessment levied pursuant to this Declaration, and any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, become a continuing lien upon the lot or lots belonging to the member against whom such assessment is levied.

The lien evidenced hereby shall bind the lot or lots herein described in the hands of the then owner thereof, his heirs, devisees, personal representatives and the personal obligation of the member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without establishing, perfecting, foreclosing or waiving the lien herein provided for to secure the same.

No suit or other proceeding may be brought to enforce or foreclose the lien evidenced herein after twenty-four (24) months from the date the assessment became due and owing. No suit or other proceeding may be brought to enforce or foreclose the lien except after ten (10) days' written notice to the member, given by Registered or Certified Mail - Return Receipt Requested, postage prepaid, to the address of the member shown on the roster of members maintained by the Association

Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose on the lien against the lot or lots then belonging to said member in the manner now or hereafter provided by law or, if no separate provision is made by law, then in the manner now or hereafter provided by law for the foreclosure of mortgages, deeds of trust or other liens on real property in the Commonwealth of Virginia containing a power of sale or consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment. Suit for any deficiency may be maintained in the same proceeding.

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

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

Section 7. Assessment Certificates. The Association shall, upon written demand at any time, by registered or certified mail, furnish to any member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing and in form sufficient for recordation signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid as to a particular lot. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. Failure of the Association to furnish or make available such a certificate within five (5) business days following the receipt of such a written request shall extinguish the right of the Association to claim the lien for such assessment provided by law and provided for in this Declaration, and a charge not to exceed Fifteen Dollars (\$15.00) may be levied in advance by the Association for each certificate so delivered.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first trust or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein; (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; (c) all properties owned by charitable or other organizations exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each lot on the first day of the month following issuance by the County of Fairfax, Virginia, of a Residential Use Permit (RUP) for the particular lot in question. No lot shall be subject to such assessment until the first day of the month following the issuance of the Residential Use Permit for such lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 11. Dissolution of Association. In the event of dissolution of the Association, in accordance with the terms of its Articles of Incorporation, each lot shall continue to be subject to the annual assessment

specified in Section 1 of this Article, and each Owner shall continue to be personally obligated for such assessment, to the extent that such assessments are required to enable the grantee of the real property owned by the Association to properly maintain it. In no event, however, shall the assessment exceed the amount that would otherwise be payable to the Association in accordance with the provisions of Section 4 of this Article.

#### ARTICLE VI

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

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

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

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

construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Rules and Regulations, etc. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Architectural Control Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 6. Prohibited Uses and Nuisances. Except for the activities of the Declarant during the construction or development of the community, or except with the prior written approval of the Board of Directors of the Association or the Architectural Control Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the common areas:

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

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

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



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

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

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

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

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

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

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

(k) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as herein elsewhere in this Declaration defined) is maintained, and provided further, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any lot who comes

into possession of the lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

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

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

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

Section 7. Residential Use - Leasing. All dwellings shall be used for private residential purposes exclusively. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from the use of any lot or dwelling for promotional or display purposes, or as "model homes," a sales office, construction office or the like.

Section 8. Fences. Any fence construed upon the Property shall be either horizontal, rustic, unfinished split rail or vertical split sapling, or vertical board and shall not extend beyond the front building line of the dwelling on the lot upon which any such fence is erected or the front building line of the dwellings on all immediately adjacent lots. No fence shall be more than six (6) feet in height. Chain link and other wire fencing is specifically prohibited. The erection of all fences shall be subject to the provisions of this Article.

Section 9. Parking. Parking upon the common areas may be regulated by the Board of Directors and parking spaces may initially be assigned by the Declarant and thereafter by the Board of Directors of the Association or by such Committee as the Board of Directors may designate for that purpose. In the event parking spaces upon the common areas are assigned as aforesaid, then no member shall make use of any parking space other than the space or spaces assigned to his lot by the Board of Directors without the express written consent of both the owner of the lot to which such other space has been assigned and the Board of Directors of the Association, nor shall any member invite, encourage or permit the use by his guests of parking spaces assigned to lots other than his own. No vehicle belonging to any member, or to any guest or employee of any member, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any other parking space upon the common areas. The Association, through its Board of Directors, shall specifically have the right to regulate and restrict the parking of commercial vehicles on the Common Area. Nothing shall be stored upon any of the parking areas nor shall the same be permitted to accumulate trash or debris. In the event the Board of Directors elects to assign parking spaces upon the common areas as herein provided for, then the Board

of Directors may make reasonable efforts to assign parking spaces in a manner calculated to make reasonable adjustments to accommodate the elderly and the handicapped.

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

Section 11. Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any lot, or in the event of any other conduct in violation of any of the provisions or requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Architectural Control Committee required herein, and, upon written notice from the Architectural Control Committee, such violation shall be promptly removed or abated. In the event the same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural Control Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the lot upon which such violation occurred and when so assessed, a statement for the amount thereof shall be rendered to the owner of said lot at which time the assessment shall become due and payable and a continuing lien upon such lot, and a binding personal obligation of the owner of such lot, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions or requirements of this Declaration, exist on such lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

#### ARTICLE VII

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

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

for any purpose which creates a hazard or nuisance for any other Owner who makes use of the party wall.

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

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

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

Section 6. Encroachments. If any portion of a party wall shall encroach upon any adjoining lot, or upon the common areas or community facilities, by reason of reconstruction, settlement or shifting or any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands, shall exist.

#### ARTICLE VIII

Section 1. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing.

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

Section 2. Limitation of Liability. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the common areas or community facilities. No diminution or abatement of assessments, as hereinelsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas or community facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

#### ARTICLE IX

Section 1. Reservation of Easement Rights by the Declarant. The Declarant hereby reserves a non-exclusive easement and right of way in, through, over and across the common areas and community facilities for the purpose of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer

lines, water lines, cables, storm drains and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and the provisions of utility services, whether public or private, to the community and to other property adjacent to, or in the vicinity of, the community. Any and all instruments of conveyancing made by the Declarant to the Association with respect to any of the common areas and community facilities shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of this reservation as may be necessary.

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

ARTICLE X

Section 1. Amendment. Subject to the other limitations set forth in this Declaration, prior to the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended only by an instrument executed and acknowledged by two-thirds (2/3) of each class of the then members of the Association, if any, and by the Declarant, which instrument shall be reorded among the Land Records for the jurisdiction in which this Declaration is recorded. Subject to the other limitations set forth in this Declaration, following the lapse of all of the Class B memberships in the Association, as in Article III provided, this Declaration may be amended by an instrument executed and acknowledged by a majority of each class of the then members of the Association, which instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording, provided, however, that no amendment shall be effective unless it is executed by at least one Class A member, should there be any Class A members.

Section 2. Duration. Unless amended in accordance with the provisions of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive period of twenty (20) years each.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain or enjoin violation or to recover damages or both, and against any lot to enforce the lien created hereby; and the

failure or forbearance by the Association or the owner of any lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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

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

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

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

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

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

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

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

(b) abandon or terminate this Declaration; or

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

(d) fail or maintain fire and extended coverage insurance on insurable common areas and community facilities on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value of such common areas and community facilities, based upon current replacement cost; or

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

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

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

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

(b) abandon or terminate this Declaration; or

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

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

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

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

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

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

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

WITNESS the following signatures and seals:

THE ARTERY ORGANIZATION, INC.

BY: George Ludwig VP

STATE OF Virginia

COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the 25<sup>th</sup> day of October, 1982, do hereby certify that George Ludwig, as Vice President, of THE ARTERY ORGANIZATION, INC. whose name is signed to the foregoing document bearing date on the 1<sup>st</sup> day of June, 1981, has signed and acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and seal this 4<sup>th</sup> day of June, 1981.

Bruce John Sowers  
NOTARY PUBLIC

RECORDED #/CERTIFICATE ANNEXED

1981 JUN -8 PM 3:41 with plat attached

FAIRFAX COUNTY, VA.

TESTE: John T. Frey  
CLERK

A COPY TESTE:  
JOHN T. FREY, CLERK

BY: J. T. Frey  
Deputy Clerk





# Crownleigh Community

Bylaws



**FirstService**  
RESIDENTIAL



BY-LAWS  
OF  
CROWNLEIGH COMMUNITY

ARTICLE I

NAME AND LOCATION. The name of the corporation is Crownleigh Community Association, hereinafter referred to as the "Association." The Principal office of the corporation shall be located at 9401 Lee Highway, Suite 403, Fairfax, Virginia 22031, but meetings of members and directors may be held at such places within the State of Virginia as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Crownleigh Community Association, its successors and assigns.

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

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

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

Section 5. "Owner" shall mean and refer to the record

owner, whether one or more persons or entities, or equitable or beneficial title (or legal if same has merged) of any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performances of an obligation. The term "Owner" shall not include a Developer, who for this Declaration shall be defined as a builder, contractor, investor or other person or entity who purchases a Lot in Crownleigh for the purposes of resale thereof to a Public Purchaser, or for the purposes of construction improvements thereon for resale to a Public Purchaser.

Section 6. "Declarant" shall mean and refer to The Artery Organization, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of Clerk of Court, Fairfax County, Virginia.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Public Purchaser" shall mean any person or other legal entity who becomes an Owner of any Lot within Crownleigh.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of

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

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of one-fourth (1/4) of all the votes outstanding in either class of membership.

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

Section 4. Quorum. The presence at the meeting of members entitled to vote or of proxies entitled to vote, one-tenth (1/10) of the votes each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however,

such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lots.

#### ARTICLE IV

##### BOARD OF DIRECTORS: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not to exceed nine (9) in number but not less than three (3) directors, who need not be members of the Association. The Board shall determine the initial number of Board members, however, upon cessation of the Declarant's class of membership as more fully defined in the Declaration, the Members of the Association shall determine the number of Board members.

Section 2. Term of Office. The Board of Directors shall be divided into three (3) classes of membership as near equal in number as possible, with the term of office of one class expiring each year. At the first annual meeting of members, directors of

the first class shall be elected for three (3) years, the member of the second class shall be elected for two (2) years and the members of the third class shall be elected for one (1) year. Thereafter, at each annual meeting of the members, the successors to the class of Directors whose terms shall then expire shall be elected for a term of three (3) years. When the aggregate number of directors is changed, any increase or decrease shall be so apportioned among the classes so as to make all classes as nearly equal in number as may be possible. No decrease in the aggregate number of directors shall shorten the term of any incumbent director.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the



directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting subject to procedural rules adopted by the Board. Such rules shall not be established so as to exclude any member desiring to be a candidate or desiring to submit the name of a candidate from so doing. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of

votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notices, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct

of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officer agents and employees of this Association, and to see that their duties are property performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; all;

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

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

(g) cause the Common Area to be maintained;

(h) approve an annual budget.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, vice-president, secretary and treasurer, who shall at all times be members of the Board of Directors.

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

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

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

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

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

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

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

PRESIDENT

(a) the president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes, and checks from such accounts as the Board may from time to time determine. He shall make appointments of Committee Chairman of all Standing Committees.

VICE-PRESIDENT

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

SECRETARY

(c) the Secretary shall record the votes and keep the

minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### TREASURER

(d) the treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall cause the disbursement of such funds as directed by resolution of the Board of Directors; shall co-sign all promissory notes and checks from such accounts as the Board may from time to time determine; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall be the chief officer responsible for the preparation of an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX

##### COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.



ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Crownleigh Community Associaton.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of three-fourths of the members present in person or by proxy, provided, however, that in the event VA and/or FHA are involved, such amendment shall require the approval of such agency.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all the Directors of Crownleigh  
Community Association have hereunto set our hands  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

George C. [Signature]

George [Signature]

[Signature]

George A. [Signature]

Pete [Signature]



# Crownleigh Community

Resolutions



**FirstService**  
RESIDENTIAL



**CROWNLEIGH COMMUNITY ASSOCIATION  
aka Foxwood at Burke**

**POLICY RESOLUTION NO. A20110404**

**(Rules and Regulations Imposing Monetary Sanctions for Architectural Violations)**

**WHEREAS**, Section 55-513(B) of the Virginia Property Owners' Association Act provides that "the board of directors shall also have the power, to the extent the declaration or rules and regulations duly adopted pursuant thereto expressly so provide, to ... assess charges against any member for any violation of the declaration or rules and regulations for which the member or his family members, tenants, guests, or other invitees are responsible"; and

**WHEREAS**, Article VII, Section 1(c) of the Association's By-laws provides that the Board of Directors shall have the power to exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration; and

**WHEREAS**, the Board of Directors of the Crownleigh Community Association has determined that it is in the best interest of the Association to adopt a regulation allowing the Board to impose monetary sanctions or charges to address violations of the Association's Architectural Guidelines governing document;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Board of Directors is hereby empowered to assess monetary sanctions or charges against members of the Association for the violation of any provision of the Crownleigh Community Association's Architectural Guidelines. The Board will not pursue penalties against all architectural violations, but use its discretion in seeking monetary penalties in cases where there are serious ongoing violations that the Association member refuses to correct.

Before any such sanction or charge shall be assessed, the member shall be given an opportunity to be heard and represented by counsel, or other representative, before the Board of Directors. Notice of a hearing shall be hand-delivered or mailed by registered or certified mail, return-receipt requested, to the member at the address of record with the association at least fourteen (14) days prior to the hearing.

The Board shall determine whether a charge shall be assessed at the hearing. If the Board decides to assess a charge, the charge may not exceed \$50.00 for a single offense or \$10.00 per day for a period not to exceed ninety (90) days for any offense of a continuing nature. The hearing result shall be hand delivered or mailed by registered or certified mail, return-receipt requested, to the member at the address of record with the association within seven (7) days of the hearing.

Crownleigh Community Association

By: TERESA MASON  
President  
Board of Directors

**RESOLUTION ACTION RECORD**

Duly adopted at a meeting of the Board of Directors of the Crownleigh Community Association held on APRIL 4, 2011.

Motion by: LEW SCHNITZIUS      Seconded by: BETHANY PORTOCK

DIRECTOR:	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>[Signature]</u> President	✓	_____	_____	_____
<u>Bethany Portock</u> Vice President	✓	_____	_____	_____
<u>[Signature]</u> TREASURER	✓	_____	_____	_____
<u>[Signature]</u> SECRETARY	✓	_____	_____	_____
<u>[Signature]</u> ARCHITECTURAL CHAIRMAN	✓	_____	_____	_____

This Resolution was adopted and approved by the Board of Directors of the Crownleigh Community Association this 4<sup>th</sup> of APRIL, 2011.

Crownleigh Community Association

By: [Signature]  
Teresa Mason  
President

Resolution effective: APRIL 5, 2011.

**CROWNLEIGH COMMUNITY ASSOCIATION  
aka Foxwood at Burke**

**POLICY RESOLUTION NO. T20131001**

**(Policy and Procedures for the Collection of Assessments)**

**WHEREAS**, Article III, Section 1 of the Association's Declaration provides that every record owner of a lot within the Association shall be a member of the Association and subject to assessment; and

**WHEREAS**, Article V, Section 1 and Section 2 of the Declaration provide that each member of the Association is obligated to pay to the Association annual and special assessments when due; and,

**WHEREAS**, Article V, Section 6 of the Declaration provides if the assessment is not paid within ten (10) days after the due date, the Board of Directors may apply interest from the date of delinquency at the rate of ten percent (10%) per annum and the costs of collection thereof shall be the personal obligation of the owner; and

**WHEREAS**, effective July 1, 2013, Section 55- 55-513.2of the Virginia Code was amended to grant the Board the authority to impose a late fee of 5% for any assessment not paid within 60 days; and

**WHEREAS**, the Board of Directors of the Crownleigh Community Association has determined that it is in the best interest of the Association to adopt a resolution detailing policy and procedures for the collection of past due assessments;

**NOW THEREFORE, BE IT RESOLVED THAT** the Board duly adopts the following assessment collection procedures:

**I. ROUTINE COLLECTION PROCEDURES**

- a. The Board shall establish the annual assessment at the time that it approves the budget for the fiscal year. The Managing Agent will notify the Unit Owners of the annual assessment by first class mail, mailed to the address appearing on the books of the Association.
- b. All annual assessments shall be due and payable, in advance, in quarterly installments due every January 1, April 1, July 1 and October 1 and any special or additional assessments shall be due and payable on the date or dates specified in the notice of such special or additional assessment delivered or mailed to the owners (collectively "Due Date"). The Board shall retain authority to permit the payment of any special or additional assessment on a monthly, quarterly, semi-annual basis or annual basis.



- c. All documents, correspondence, and notices relating to annual, special or additional assessments or other charges shall be mailed to the address that appears on the books of the Association. It is the responsibility of the Unit Owner to notify the Association in writing of any change in mailing address. Notice of any special or additional assessment shall be sent to each Owner by first class mail, except in the case of a violation assessment where notice of such violation assessment shall be sent by Certified Mail, return receipt requested (or as otherwise allowed by Statute). Each non-resident Owner shall furnish the Board with an address where the Owner will, at all times, promptly and regularly receive mail. Any failure by an Owner to claim a certified mailing sent by the Association will not invalidate the notice issued by the Association.
- d. Non-receipt of payment coupons, notices or other reminders from the Association shall in no way relieve an Owner of the obligation to pay the amount of any regular or special assessment, late charge, and costs of collection or legal fees by the applicable Due Date. All Owners are under a legal duty to seek out information about the annual assessment if they do not receive the Association's notice. Inadvertent failure by the Association to comply with any notice requirements shall not relieve any Unit Owner from liability.

## **II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS**

- a. Any assessment, or installment thereof, not paid when due shall be "late." If the assessment is not paid within thirty (30) calendar days after the applicable Due Date, the account shall be in "default" and interest shall accrue at the rate of 10% per annum from the due date until the date paid.
- b. A "Late Notice" may be sent to any Owner who has not paid any assessment in full by the close of business thirty (30) calendar days after the applicable Due Date. The Board may charge the Owner with the costs it incurs through management or counsel to prepare and send this and any other late notices to the Owner.
- c. A delinquent owner's account may be assessed a late fee of 5% of the assessment amount for any assessment which remains unpaid for a period of 61 days.
- d. Any member whose balance is the equivalent of 111 days delinquent or greater shall be sent a 20 day notice of pending legal action letter.
- e. Accounts shall be referred to the Association's Attorney, once approval is received from the board for any and all collection action as afforded by the Association's documents and rules as well as any statutes in the Virginia Property Owners Association Act currently in effect.

- f. After an account has been referred to the Attorney, all account payment correspondence shall be between the member and attorney until the entire amount owed is paid in full.
- g. Counsel shall take such further appropriate legal action as reasonably directed by the Board, including but not limited to filing a lawsuit and reporting the delinquency to the major credit bureaus. A lien may be filed on the Owner's Lot and the cost of filing the memorandum of lien will be added to the Owner's account. The Owner may be so notified with a copy of the memorandum of lien, and Counsel may foreclose on said lien if authorized to do so by the Board.
- h. The Association may, through counsel, take further steps to collect the sums due. These steps may include, but are not necessarily limited to, obtaining a judgment, garnishing salary or wages, attaching assets, and foreclosing the lien.
- i. If an Owner's check is not honored and is returned to the Association, a \$50.00 returned check charge shall be assessed against such Owner that shall be in addition to any applicable late fees, interest and cost of collection charges. The association may also charge the Owner any fee imposed by management or a banking institution as a result of a dishonored check.
- j. If the Association receives from any Owner, in any accounting year, two or more returned checks for payments of such Owner's assessments or other payments, the Board may require all future payments to be made by certified check or money order for the remainder of such accounting year.
- k. The Board may grant a waiver of late fees and/or interest upon petition in writing by an Owner alleging a personal hardship or other exceptional cause. Such relief granted to an Owner shall be appropriately documented in the Association's books and records along with the name of the person or persons representing the Board granting the relief and the conditions upon which such relief was granted. Waivers shall be made on a case-by-case basis upon review of particular circumstances. Furthermore, any waiver on one occasion shall not be deemed or construed as a waiver in any future instance of delinquency by such Owner or any other Owner.
- l. At any time the Board may exercise its discretion and direct the Managing Agent or Counsel to modify these procedures with respect to an individual Owner's account if the Board deems it is appropriate under the circumstances.
- m. Payments received from a Lot Owner shall be credited in the following order:
  - 1. Any collection costs for delinquent accounts, including, for example, administrative fees, certified mailing costs, lien filing/releasing costs, and court costs;
  - 2. Attorney's fees incurred by the Association in the collection process, to the extent consistent with applicable law;

3. Any late fees and returned check charges;
  4. Any other charges assessed against the Lot Owner's account (for example, violations of the Declaration);
  5. Annual, Services and/or Additional Assessments, applied to the oldest outstanding amount first.
- n. The Association may consider entering into a payment plan agreement to resolve a delinquent dues situation. However, a single default will null and void any agreement and the Association will not be required to make any further payment agreements.
- o. Severability – Invalidation of any one of these provisions shall in no way affect any other provisions, which shall remain in full force and effect.
- p. This Administrative Resolution supersedes and replaces all prior administrative resolutions and policy resolutions relating to assessment collection procedures.

The effective date of this policy shall be October 1, 2013.

Crownleigh Community Association  
By:



President  
Board of Directors

**RESOLUTION ACTION RECORD**

Duly adopted at a meeting of the Board of Directors of the Crownleigh Community Association held on 30 Sept 2013.

Motion by: Paul John      Seconded by: Bethany Portok

DIRECTOR:	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>Paul John</u>	✓	_____	_____	_____
<u>Bethany Portok</u>	✓	_____	_____	_____
<u>Noelle Holloman</u>	✓	_____	_____	_____
<u>Pauline K... ..</u>	✓	_____	_____	_____
_____	_____	_____	_____	_____

This Resolution was adopted and approved by the Board of Directors of the Crownleigh Community Association this 30 of September 2013.

Crownleigh Community Association

By: Noelle Holloman  
Noelle Holloman  
President

Resolution effective: Oct 1 2013.



# Crownleigh Community

Rules and Regulations



**FirstService**  
RESIDENTIAL



## CROWNLEIGH COMMUNITY ASSOCIATION

BURKE, VIRGINIA 22009-0286

### I. AUTHORITY

A. The Board of Directors is empowered to enforce parking regulations by Commonwealth of Virginia (Code 1950), Sec. 46.1-551 and the governing documents of the CCA.

B. Article VI, Section 9 of the Covenants and Restrictions of the Crownleigh Community Association provides authority for assignments of parking spaces as detailed below:

Parking upon the common areas may be regulated by the Board of Directors and parking spaces may initially be assigned by the Declarant and thereafter by the Board of Directors of the Association or by such Committee as the Board of Directors may designate for that purpose. In the event parking spaces upon the common areas are assigned as aforesaid, then no member shall make use of any parking space other than the space or spaces assigned to his lot by the Board of Directors without the express written consent of the Board of Directors of the Association, nor shall any member invite, encourage or permit the use of his guests of parking spaces assigned to lots other than his own. No vehicle belonging to any member, or to any guest or employee of any member, shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any other parking space upon the common areas. The Association, through its Board of Directors, shall specifically have the right to regulate and restrict the parking of commercial vehicles on the Common Area. Nothing shall be stored upon any of the parking areas nor shall the same be permitted to accumulate trash or debris. In the event the Board of Directors elects to assign parking spaces upon the common areas as herein provided for, then the Board of Directors may make reasonable adjustments to accommodate the elderly and the handicapped.

C. In accordance with Article VI, Section 9, of the Covenants and Restrictions of the Crownleigh Community Association, the Board of Directors do hereby establish the following parking regulations, dated November 6, 1986 and as amended herein by vote of the Board of Directors.

D. The Board of Directors reserves the power to establish, make, and enforce compliance with these and such additional parking and vehicle utilization rules as may be necessary for the safety, use, and occupancy of the Crownleigh Community Association common grounds, with the further right to amend same from time to time, after giving due notice to all occupants.

### II. ENTITLEMENTS

A. Parking in Crownleigh Community Association is assigned by a space numbering system, with each unit entitled to two spaces. Insofar as possible, spaces are assigned as close to the unit as possible within the limits imposed by the parking design.

B. Overflow parking is permitted along curbs within the community where there are no fire lanes or posted parking restrictions.

C. The 18 visitor spaces in the community are marked as VISITOR parking and should be used by residents' visitors (refer to III Restrictions, Section E) for parking, as defined below.

### III. RESTRICTIONS



A. Assigned parking spaces shall not be used for any purpose other than to park currently licensed and registered vehicles defined as any conventional passenger car, motorcycle, van, and truck of less than 3 tons (6,000 lb.) gross vehicle weight. All vehicles must have appropriate inspection and safety stickers and current year registration as required by law. No oversized vehicle (a vehicle wider than and/or substantially longer than a standard parking space) may park on the premises. Vehicles shall not be parked anywhere on the property (defined as tangible property, including real estate and material owned by the CCA) other than in marked parking spaces (including not on private property in the development). Oversized vehicles parked on the premises will be subject to citation by the Association. Owners of cited oversized vehicles have 12 hours from the time of the citation to remove the cited vehicle from the premises or the vehicle will be towed at the owner's expense and risk.

B. As provided in Article VI, Section 6.d. of the Crownleigh Community Association Covenants and Restrictions:

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

C. No signs, initials, numbers, or any additions or alterations to parking spaces may be painted or displayed by any occupant. This does not apply to the uniform numbering system applied to all assigned parking spaces by the Association acting through the Board.

D. There will be no parking on grassy areas or sidewalks. Parked vehicles should not block the normal flow or use of the roadway, sidewalk, or unassigned parking spaces.

E. Visitor spaces are set aside for residents' guests ONLY. Visitors are defined as those guests who stay no longer than 48 hours. Residents may park their vehicles in visitor spaces on a temporary basis only in emergencies or if assigned resident space is illegally occupied by another resident or guest. In such event, the resident concerned should notify a member of the Board via email at ccaboard@gmail.com. However, in no instance shall the resident affected park his/her vehicle in an assigned space other than his/her own for any reason, or in a visitors space for more than 12 hours per each such event.

Residents who observe violations of visitor parking should report details to a member of the Board via email at ccaboard@gmail.com. The Board member so notified will then investigate the report and make a reasonable attempt to locate the owner. If the owner cannot be located, a Rules Violation Notice will be issued and Enforcement Procedures (section V) will be followed.

F. Parking in fire lanes is illegal and vehicles so parked will be brought to the attention of the Fairfax County Police for ticketing or potential towing at the owner's expense.

G. Vehicles will not be stored in the complex. Any vehicle not moved for a period of 30 days is considered a stored vehicle and is prohibited. Occupants who will be away for more than 30

consecutive days must inform a member of the Board via email at [ccaboard@gmail.com](mailto:ccaboard@gmail.com).

#### IV. RESPONSIBILITIES

A. In order to make the best use of all available parking, residents are strongly encouraged to share their unused parking spaces on a mutually agreeable basis. Spaces may be unused due to temporary conditions such as vacations, or out of town business trips, or they may be unused due to the resident of some units having only one vehicle to park. It is illegal to charge or otherwise stipulate payment for slots assigned to a resident which is used upon permission by another resident.

B. When a resident finds someone parking in his/her assigned space(s), he/she should make a reasonable effort to get the vehicle removed from the slot by informing the operator of the vehicle that they are parking in an assigned parking space. The owner of the assigned space is not empowered to use any physical force to in any way disable the vehicle. (Refer to Section V. A. for Enforcement Procedures)

C. New residents should contact a member of the Board via email at [ccaboard@gmail.com](mailto:ccaboard@gmail.com) to obtain the parking spaces assigned to his/her townhouse.

#### V. ENFORCEMENT PROCEDURES

A. When the owner of an assigned space made reasonable efforts to identify the owner of the illegally parked vehicle and cannot or is unable to get the operator of said vehicle to remove it, he/she should then contact a member of the Board via email at [ccaboard@gmail.com](mailto:ccaboard@gmail.com) and inform him/her of the circumstances.

B. In response to a resident's complaint, either concerning a vehicle parked illegally in the resident's parking space, or concerning a vehicle parked illegally in a visitor space, the Board member contacted will verify the vehicle is in violation of the Regulations.

C. If the vehicle is in violation of any of the Regulations the Board member will issue a community-controlled Rules Violation Notice. Rules Violation Notices are to be made out in duplicate. One copy will be attached to the illegally parked vehicle and the second will be retained, (i.e., scanned/stored electronically), by the Board.

D. Normally, violators will be given 12 hours from the time the Rules Violation Notice was issued to correct the violation. However, if the violation is flagrant, (i.e., endangers safety), or is determined to be a repeat offender, (i.e., 2 or more Rules Violation Notices having been issued to said vehicle), the Board member will have the vehicle towed IMMEDIATELY by a company previously identified by the Board of Directors as licensed and approved to do towing for the Association. Towing will be at the vehicle owner's expense and risk. Upon decision to tow, the Fairfax County Police Department will be notified.



# Crownleigh Community

Architectural Guidelines



**FirstService**  
RESIDENTIAL



# Crownleigh Community Association Architectural Control Guidelines

## Revision VI



## January 31, 2000

Crownleigh Community Association  
P.O. Box 286  
Burke, VA 22009-0286  
[www.foxwoodatburke.com](http://www.foxwoodatburke.com)  
ccaboard@gmail.com

CROWNLEIGH/FOXWOOD

*ARCHITECTURAL CONTROL COMMITTEE GUIDELINE*

Revision VI

ARTICLE I – PURPOSE

The Architectural Control Committee (ACC) has the responsibility of preserving the aesthetic qualities and property values of the Community.

ARTICLE II – GENERAL

- A. All of the standards prescribed in these Guidelines and the Protective Covenants were adopted for the purpose or:
  - 1. Maintaining architectural harmony and beauty.
  - 2. Preservation of a safe, healthy environment.
  - 3. Maintenance and improvement of property values.
- B. Homeowners are advised that all visible changes as outlined herein to their property, including painting in a color that is different from the approved color scheme, must be approved in advance by the ACC.
- C. To the extent that a conflict arises with respect to provisions in this version of the guidelines and previous versions of the guidelines, the rule as stated in the Revised Version VI shall be controlling.
- D. Each homeowner is responsible for any damage “through deliberate or overt acts or due to negligence to the common areas or neighboring property caused by the property owner, family members, renters, tenants, contractors, “subcontractors”, guests or invitees of the owner, owner’s family, tenant and/or tenant’s family.”
- E. The Architectural Guidelines herein are provided as a supplement to the Protective Covenants, which each homeowner received at the time of settlement. The intent of the Guidelines is to clarify ambiguous references to standards in the protective covenants and to simplify homeowner approval for alterations and/or additions to his/her property. Approval within these standards is required prior to construction and is intended for the benefit of all homeowners.
- F. These Guidelines are not intended to be all encompassing. In addition to the powers expressly conferred on the ACC herein, the ACC shall have additional powers as are reasonably necessary to preserve and protect the aesthetic qualities and property values of the community. Questions regarding interpretation of the Guidelines should be directed to the ACC. Exterior home improvements are not limited to the items listed in the Guidelines.
- G. Approval of any project by the ACC does not waive the necessity of obtaining the required County Permits; obtaining a County Permit does not waive the need for Committee approval. The ACC will not knowingly approve a project that is in violation of the County Building or Zoning Codes.
- H. These Guidelines apply to all residents of the Foxwood, Crownleigh Community, absentee landlords and tenants. It is a property owner’s responsibility to make a copy of these Guidelines

available to his/her family members, tenants, guests, invitees, and any other persons residing on the property. The property owner is also responsible for incorporating enforcement provisions in the rental contracts. Absentee landlords will be required to correct violations if his/her tenant fails to comply with the provisions of the Architectural Guidelines.

#### ARTICLE III – DEFINITIONS

- A. “A Flagrant Violation” of the Guidelines is defined as:
- 1.any modification to the exterior of a home without the permission of the ACC where such modification is not considered minor, as the term “minor” is defined by these Guidelines; or
  - 2.any modifications that is “not in harmony with the community.”
- B. “Not in harmony with the community “ is defined to mean any modification which clashes with the existing character of the community and which has not been undertaken in accordance with the protective covenants and Architectural Guidelines.
- C. All exterior additions, alterations, modifications and changes, including painting, without permission to a home will constitute exterior home improvements.
- D. Major home improvements are all exterior home improvements, which are not minor. All major exterior home improvements must be in harmony with the character of the community and must be approved by the ACC. For review by the ACC, a written request must be submitted to the Chairperson of the ACC. Article V of the Guidelines outlines the request/review procedure.

#### ARTICLE IV – GENERAL GUIDELINES

##### A. PAINTING.

1. Minor – Does not require approval.
  - a. Repainting of structures in an approved color. (See figure 1.1 and below)
  - b. Painting or staining of fences, decks, gates, and sheds with a clear preservative or one of four approved transparent stain colors; light gold, light brown, light gray, light redwood.
  - c. Painting wrought iron railings the approved color, which is black.
  - d. Painting bay roofs in antique copper or copper color.
2. Major – Requires approval prior to start of work.
  - a. Exterior color or material changes of townhouse which are different than the approved or original color or material.
  - b. The following rules will apply to color approval:
    - (1) Two (2) colors will always be used.
      - (a) Units without shutters – The door and trim will not be the same color.
      - (b) Units with shutters – The door and shutters can be the same color, with the trim a different color, or the shutters can be one color and the door and trim the same color. (See figure 1.1)
    - (2) Three-color schemes will not be approved.
      - (a) Door, trim and shutters all a different color.
      - (b) Storm doors can be a different color as specified under the standards for storm doors or they can be the same color as the front door, entrance trim or door shutters. (See figure 1.1)



- (3) Consecutive houses will not be painted the same color.
- (4) Trim work (includes all wood work around windows and doors, bays both front and back, eaves, and drainpipes) will only be painted with trim colors as specified under the trim colors in figure 1.1.
- (5) Any color that is not in figure 1.1 or from the Guidelines, Revision IV will not be approved or waiver granted to use a different color unless approved by a 2/3<sup>rd</sup> majority vote by homeowners in a general election.
- (6) Existing colors that were approved by the ACC or were approved by default by a non answer from the ACC in response to a written request submitted to the ACC, should return to the paint colors as described in Figure 1.1, when the following occur: repainting, installing vinyl shutters, installing a new storm door, aluminum/vinyl refitting of any woodwork, or window replacement.
- (7) Wrought iron will remain black.
- (8) The roof of all bays not shingled by the builder will be painted a copper color. Copper color can be bright or antique finish. Orange, light brown or other colors will not be used.
- (9) Fences, decks, and sheds can be painted with a clear preservative or a semi-transparent stain color; (a) light gold, (b) light brown, (c) light gray, or (d) light redwood. If stain is used; the same color will be used and all the non-attached wood surfaces will be stained the same color.

### 3. Not in Harmony

- a. Painting of exterior brick surfaces.
- b. Wrought iron painted any color but black.

## B. FENCES.

### 1. Minor – Does not require approval.

- a. Maintenance or repair of rear fence provided it matches the existing fence in materials and design. The new fence can be 5 feet or 6 feet and must be stepped to accommodate the change in grade.
- b. Installation of a fence (provided it cannot be seen from the outside of the normal fence) or screen (green or metallic in color) on the inside bottom of an existing fence to retain children or pets.
- c. Extension of rear fences (side fences if end unit) to property lines provided it matches the existing fence in materials, design, and height (5' or 6') and does not obstruct any easements or right of ways. The screened access offset may be moved and straightened out if an approved gate is provided to screen the yard from sight.
- d. Temporary removal of sections of the existing fence is approved as necessary to extend the fence line or to facilitate entry of building materials for home improvements. Duration not to exceed 3 months or the time allowed for the improvement project, whichever is the lesser.
- e. The building of retaining walls less than 12 inches high. They must be constructed in a manner similar to the retaining walls in the front entrance to Foxwood and must meet all Fairfax County code requirements.

### 2. Major – Requires approval.

- a. All changes, modifications or construction of fences, screens, gates and walls not in a minor category above, i.e. screen for decks, including all side yard fencing.
- b. Fence or screen on the inside bottom of an existing fence to retain children or pets which is

not covered in the minor category above.

- c. The building of any type of retaining wall higher than 12 inches or those not within fenced areas.
- d. End units only – concrete steps may be added to the rear of exiting steps if they match the existing concrete material and use black wrought iron rails for safety.
- e. Safety rails may be added for the handicapped if they are wrought iron and comply with any federal, state or county Building codes, laws and ordinance.

### 3. Not in Harmony.

- a. Fences in front yards (fences that extend beyond the first side wall in the front of the dwelling for end units).
- b. Permanent removal of the existing fences.
- c. Gates or steps made of wood attached to or adjacent to the concrete steps in the front of townhouses (except for handicapped accessibility, which must meet all applicable federal, state and county statutes, regulations, and/or ordinances and ADA requirements).

## C. SCREENS AND WALLS.

- 1. Minor – Does not require approval.
  - (a) Screens/walls covered in the above paragraph.
- 2. Major – Requires approval.
  - (a) Any screen or wall not covered as a major category in other sections of the Guidelines.
  - (b) All screens and walls not covered by the minor category above require approval prior to construction.

## D. STORM DOORS, SHUTTERS, WINDOW SCREENS, STORM DOOR SCREEN INSERTS AND SECURITY DOORS.

### 1. Storm Doors.

- a. Minor – Does not require approval.
  - (1) Replacement of existing approved storm doors that meet the approved color and style as stated below. (See also Fig. 1.1)
  - (2) Storm doors that were installed prior to being included in the Guidelines (prior 1986) or that were approved by default in that; ACC approval was not received in the maximum time allocated for approval after a written request was submitted to the ACC, will be corrected when they are replaced.
  - (3) Installation of storm doors dark bronze color (factory brown) or matching an approved entrance trim color, door, or door shutter color. Glass may be of an etched design and clear in color. Storm doors will be full glass.
- b. Major – Requires approval.
  - (1) Installation of storm doors not covered in the minor category above.
- c. Not in Harmony
  - (1) Any storm doors not an approved color.
  - (2) Storm doors with tinted glass.

2. Shutters

(a) Minor – Does not require approval.

(1) Replacement of shutters with wooden or vinyl shutters of the same design and of an approved color. (See figures 1.1)

(2) Repainting wooden shutters an approved color (see figure 1.1). Shutters will not be removed except to replace the shutters due to weather damage or so they can be painted.

(b) Not in Harmony

(1) Permanent removal of shutters.

(2) Shutters of a different design or of an unapproved color.

3. Window screens and storm door screen inserts.

(a) Minor – Does not require approval.

(1) Replacement of window screens and storm door screen inserts made of an anodized aluminum finish does not require approval.

4. Security doors.

(a) Minor – Does not requires approval.

(1) Security type storm doors may be installed provided they are black in color and are in harmony with the colonial character of the community.

E. LANSCAPING AND PLANTING.

1. Minor – Does not require approval.

a. Perennial/annual plants and flowers.

b. Any plant material inside an existing flower bed. (Vegetable plants are not to be planted in the front flower beds)

c. Extension or alteration of the existing flower bed. Plant material outside individual property lines becomes the property of the Association and can be dug up, moved, or otherwise by the Association for easement, utility or other purposes. All plant material should remain within the homeowner's property lines

d. Planting individual shrubs in existing flower beds.

e. Removal of all trees on a homeowner's property. The owner at the owner's expense will replace removed trees. Trees planted in the common area become the property of the association.

f. Large trees will be centered in the area in front of townhouse. Only one large tree is to be placed in the front of townhouse. Trees must be trimmed for at least 6 feet clearance over walkways and common areas.

g. Owners are required to keep their yards and flower beds neat and attractive, and to remove and replace sick or dead vegetation. In addition, owners are responsible for the upkeep of property whether the property is owned-occupied or rented. In the advent that a townhouse is not in compliance with the landscaping and painting requirements, written notice shall be provided to the owner at the property address if owner occupied and to the tenant at the property address if the property is rented. If the dwelling is not owner occupied then the owner shall receive written notice provided, however, that the owner has on file with the association an address at which to receive such notices.

(1) Major – requires approval.

(a) Removal of hedges and/or shrubs planted in front of townhouse. Hedges or shrubs planted in front windows will not exceed the height of windowsills and trimmed to be less than 3 feet wide.

(b) Removal of all trees on common areas is the responsibility of the Association.

(2) Not in Harmony

(a) Grass exceeding 6 inches in height in both the front and rear yards.

(b) Hedges and/or shrubs planted in a hedge like manner which border the property line in the front, side and/or rear of the townhouse.

(c) Trees, hedges and shrubs which restrict the sightline for vehicular traffic.

(d) Trees, hedges and shrubs which restrict the walkway in front of townhouse. These will be trimmed so that pedestrian can walk un-hindered on the sidewalk.

(e) Vegetable plants and/or gardens outside the fenced area.

F. PATIOS AND GROUND LEVEL DECKS. (Simple Design – not requiring excavation)

1. Minor – Does not require approval.

- a. Patios, ground level decks or paving inside of the fenced in area of the back yard must comply with all applicable state, county, and other ordinances and must conform to the contour of the land. Proper drainage must be maintained.

G. DECKS, PATIOS AND/OR GROUND LEVEL DECKS. (Requiring excavation)

1. Major – Requires approval.

a. Pertains to all projects under Section G. (Before any work begins)

(1) The plans must be submitted and approved by the Architectural Control Committee (ACC).

(2) A building permit must be obtained from the County of Fairfax (if required).

(3) If a contractor is to do the work, the contractor should take out the permit, or to named on the permit to ensure the contractor is held responsible for the work and any damage to adjacent property.

(4) “Miss Utility” must be contacted before any foundation work begins to ensure utility cables are not located in the area. Miss Utility is a free service. Call 48 hours before work is to begin. Don’t risk being electrocuted or rupturing a utility line.

b. Hot tubs, swimming pools and fishponds.

(1) Fishponds and swimming pools will not be incorporated in patios constructed at or below ground level.

(2) Hot tubs to be installed on decks, patios, or at ground level require approval of the ACC. The ACC is to receive a set of any all plans and specifications for the construction of the hot tub and the homeowner is to comply with all applicable state, county, and local codes. The homeowner shall assure that drainage from the tub does not encroach on any other property.

(3) Safety covering as required by the Fairfax County code will be used when the hot tub is not in use and will be the owner’s responsibility.

c. Pertains to ground level decks three or more feet off the ground.

(1) Decks cannot be attached to the common side fence.

- (2) Ground level decks are not limited in depth or length; however, they should conform to the contour of the land.
  - (3) The entire deck will be constructed of wood.
  - (4) All framing must be treated (Wolmanized to 40 pounds per inch).
  - (5) Foundation/anchoring for the supports will be twenty-four inches below the fill line or as required by Fairfax County code.
  - (6) Decks will be preserved in the natural condition and will be periodically treated with a clear preservation to prevent severe weathering. A semi-transparent stain of the following colors can also be used; light gold, light gray, light brown, and light redwood. If stain is used, all wood surfaces must be stained the same color.
  - (7) No roofing or other covering will be allowed.
  - (8) Railing, siding, counter, security screens planters or walls rising above the fence will not be allowed.
- d. Pertains to main level decks on second level from entry of the townhouse.
- (1) All framing must be treated (Wolmanized to 40 pounds per inch).
  - (2) Foundation/anchoring for the supports will be twenty-four inches below the fill line or as required by Fairfax county code.
  - (3) Decks will be preserved in the natural condition and will be periodically treated with a clear preservative to prevent severe weathering. A semi-transparent stain of the following colors can also be used; light gold, light gray, light brown, and light redwood. If stain is used, all wood surfaces must be stained the same color.
  - (4) No roofing or other covering will be allowed.
  - (5) Railing, siding, counter, security screens planters or walls rising above the fence will not be allowed.
  - (6) Outside access from the ground is not encouraged. Exceptions will be granted on a case by case basis. Outside stairways will only be approved if the required pitch for stairways is within the Permit granted by Fairfax County Building Code and the foot of the stairs must stay within the property lines.
  - (7) There will be only one entry to the deck from the house.
  - (8) Access to the deck will be from a door installed in the rear of the home in the same position currently occupied by a window. French doors, patio doors, or sliding glass doors can be used provided they are the same color as the approved trim color. Screens for these doors will be the same color as specified for screen doors for the front of the house. Trim color will also be the same that is used for the front of the dwelling.
  - (9) The decks will be attached (anchored) to the dwelling in an approved manner as required by Fairfax County.
  - (10) Railing will be a minimum of 36 inches in height and will only be made of wood. Railings will in every way conform to Fairfax building code.
  - (11) Railings, siding, counters, security screens, planters or walls will not rise more than (50) inches from the deck floor.
2. Not in Harmony
- a. Decks closer than two (2) feet to the side property line (Called the common wall extended) or extending more than twelve feet from the rear main wall of the dwelling.
  - b. Structures (storage sheds, etc) built below the deck.
  - c. Hanging storage below the deck.

#### H. AWNINGS

1. Not in Harmony – will not be approved.

#### I. PLAY EQUIPMENT.

1. Minor – Does not require approval.
  - a. Permanent and semi-permanent play equipment such as sandboxes, swings, slides, playhouses, etc less than six feet in height erected inside the fenced area.
2. Major – Requires approval.
  - a. Permanent and semi-permanent play equipment such as sand boxes, swings, slides, playhouses, etc erected outside the fenced in area or greater than six feet in height inside the fenced in area.

#### J. FIREPLACES

1. Major – Requires approval.
  - a. Any owner wishing to construct any type of fireplace must obtain the prior written approval of the ACC and the ACC must be furnished with a copy of any plans/specifications. The ACC will retain the right to grant or without approval should the fireplace not be in compliance with the county (or other applicable) fire code.

#### K. SHEDS

1. Major – Sheds which conform in style, design and materials including siding, shingles, flashing, trim and hardware to those furnished by the original builder. (handout is available upon request
2. Not in Harmony.
  - a. Structures exceeding 6 feet long by 4 feet wide and 7 feet high.
  - b. Locations other than the rear corner of the fenced yard.
  - c. Roof slopes, which do not meet at fence height in rear and that, do not slope to the rear of the fence.

#### L. GATES

1. Minor – Does not require approval.
  - a. Replacement or a new gate made of the same material and height as the rear fence. It can be western red cedar or white cedar stockade material equipped with hardware as appropriate with the hardware used in the fence construction.
  - b. End unit townhouse can have two gates, while other homes can only have one gate.\
  - c. Fenced hideaway areas with a gate can be straightened out along the property line.
2. Not in Harmony.
  - a. Gates above the fence line.
  - b. Gates which open into the common area.

#### M. WINDOW, BAY, TRIM, AND DORMER REPLACEMENT

1. Window Replacement
  - a. Major – requires approval.

- (1) Replacement windows must match the existing windows as closely as possible and must meet all Fairfax County Codes for fire egress and be operable.
- (2) They must be double hung windows with grilles or mullions matching the existing. Windows. Casement windows are not approved.
- (3) The window size must be maintained.
- (4) The exterior color must match the approved color scheme. The ACC will grant approval for a different exterior color provided.
- (5) Application is made to the ACC before any work is done.
  - (a) The exterior color closely matches the exterior trim color or compliments it such as beige, almond, or sandstone and is in harmony with the community. White is not an approved color.
  - (b) Vinyl or aluminum exterior windows are allowed provided they meet the criteria above.
  - (c) Paintable wood windows are approved provided they meet the criteria above and match the approved trim color.
  - (d) Trim around the windows must match the approved color scheme. Aluminum and/or vinyl refitting can be done, but the color must match and all of the trim work appearance maintained.
- b. Not in Harmony
  - (1) Changing the external appearance of the window whether in wood, vinyl or aluminum.
  - (2) Replacement windows in an unapproved color.

## 2. Bay, Trim and Dormer replacement

- a. Minor – does not require approval.
  - (1) Replacing woodwork on bays, boxouts, eaves, dormers, windowsills, and/or trim on the exterior of a townhouse due to dry rot or weather damage. The woodwork must match the existing in style and design and must be painted an approved color. (See fig. 1.1)
- b. Major – requires approval
  - (1) Aluminum/Vinyl refitting of Bays, Trim, and Dormers can be done provided the material's color matches the original color scheme of the townhouse.
  - (2) The trim work appearance must be maintained. Pieces may not be permanently removed or the appearance changed in any way, except for the different material.
- c. Not in Harmony
  - (1) Permanent removal of any wood material or surface from a townhouse.
  - (2) Changing the original style or appearance of the bays, trim, or dormers except for the material change.

## N. ROOF AND SIDING REPLACEMENT

1. Minor – Does not require approval.
  - a. Replacing or repairing the roof with the same material, color, and design shingles as the original roof or with an approved new color according to Figure 1.1.
  - b. Replacing or repairing siding with the same material, color, and design siding as the original siding. The original siding can be replaced with vinyl siding with the approved colors in Fig. 1.1. The style must be double lap in either 4 inch or 5 inch, whichever matches the original siding the closest. The style must be a low sheen wood grain. The color of the vinyl siding specified for your townhouse must be used.
2. Major – Requires approval.

- a. If the roof or siding material, style, color, or design has been discontinued, you must have ACC approval before putting on a new roof or siding.
3. Not in Harmony.
- a. Replacing the roof with a different style, color, or material than matched the original or as specified in Figure 1.1.
  - b. Replacing the siding with a different style, color, or material than matched the original siding or as specified in Figure 1.1.

#### O. SIDEWALK REPLACEMENT

- 1. Minor – does not require approval.
  - a. Replacing and/or repairing the sidewalk, stoop and front steps must be done to match the original as closely as possible. Concrete and/or pebble paving (Durastone) are the only approved materials.

#### P. RADON GAS VENTS, SECURITY SYSTEMS, AND GAS METERS

- 1. Minor – Does not require approval.
  - a. Radon gas vents may be added if the system is neutral in color and is completely hidden by trees and/or shrubs. If the vent is higher than the trees or shrubs, it will be painted the same color as the existing gutters.
  - b. Security alarm systems may be added if the siren sounds on the interior of the home only and it turns itself off automatically. Small external signs or window decals may be displayed to reinforce the deterrent value of the security system.
  - c. Gas may be used as a means for heating the home, fireplaces, etc. Meters must be in the rear of the home and painted a neutral color and hidden by trees or shrubs.

#### Q. LIGHTING AND FRONT DOORS

- 1. Minor – Does not require approval.
  - a. Replacing existing lighting with similar lighting in a style which is in harmony with the character of the community in either antique brass, brass, or black in color. White is not an approved color. There will be no more than two light fixtures on the front exterior of the home. Spotlights are reserved for the rear sides of the home and must be pointed away from any other dwelling's windows or doors.
  - b. Door hardware may be replaced with a style matching the existing in either brass, antique brass or black in color.
  - c. Front doors can be replaced with doors matching the existing in style and design and must be painted an approved color. (See Figure 1.1)
- 2. Major – requires approval.
  - a. replacing the front door with a style different from the original. The style must be in harmony with the community and must be paintable.

#### R. GUTTERS

- 1. Minor – Does not require approval.
  - a. Replacing or repairing gutters with aluminum gutters and downspouts, regular or



oversized, matching the existing style and painted to match the townhouse trim color as specified in Figure 1.1.

2. Not in Harmony
  - a. Permanent removal of gutters or downspouts.

#### S. SATELLITE DISHES/ANTENNAS/VIDEO PROGRAMMING RECEPTION

1. See resolution No. 99-1 regarding guidelines for installation of satellite dishes, antennas and video programming reception devices.

#### T. MISCELLANEOUS ITEMS NOT IN HARMONY WITH THE CHARACTER OF THE COMMUNITY

1. Window mounted air conditioners.
2. Cable TV installations, which do not enter the house at ground level at the location of the electric service. Entry to 2<sup>nd</sup> and 3<sup>rd</sup> levels must be behind drainpipes and the cable must be secured out of sight behind the drainpipes.
3. Any building, structure, fence or wall not approved by the association or built by the association.

#### ARTICLE V – APPLICATION FOR ARCHITECTURAL

##### IMPROVEMENTS

- A. All requests for architectural changes must be made in writing and submitted to the ACC. Written notice of approval or disapproval will be given by the ACC within 60 days after submission. In the event board approval is required an interim notice will be returned to the homeowner explaining the delay and the 60 days notice no longer applies. If the ACC does not take action or an interim notice is not received in 60 days the request is considered approved.
- B. The Board of Directors may take no action to enforce these Guidelines (excepting Sections E and F or this article) until it has provided the homeowner an opportunity for a hearing or until such time as the homeowner files a petition for review. Such petition must be filed with the Board of Directors (or ACC) no later than 30 days after written notice to the homeowner that the Guidelines have been violated.
- C. When any homeowner makes or permits a major exterior home improvement to be made in the face of the Committee and Board of Directors disapproval of the improvements, the hearing or right of petition set forth in Article V, Section B will satisfy the hearing or petition requirements of Section B of this Article.
- D. When any homeowner makes or permits a major exterior home improvement to be made without submitting an application for a major exterior architectural improvement:
  1. The Chairman of the Committee shall advise the homeowner in writing that review is required; indicate their pertinent Sections involved; and require the homeowner to submit an application to the Committee. Once submitted the application will be reviewed accordance with Article V.
  2. If the homeowner fails to submit an application within four (4) weeks, the Chairman of

the Committee shall report the alleged violation to the Board of Directors.

3. The Board of Directors shall then notify the homeowner of the Chairman's report and provide the homeowner a scheduled hearing or the deadline for a written petition for the Board. A quorum of Directors must be present at the hearing or the reading of the petition.

- E. Subsequent to a 20 day notice to a homeowner (which sets a date for the guideline violation and establishes a date for corrective action), the Board of directors may cut, trim or prune any plant life or remove any article that is in violation of a specific section of these Guidelines. The financial obligation for this enforcement will be borne by the homeowner and if not paid within thirty (30) days will constitute a continuing lien on the property as provided in Article VI, Section A.
- F. Subsequent to notice as set forth in Section E above, the Board of Directors may care for vacant or unimproved property so as to do any and all things necessary to keep the property in neat and good order. The financial obligation of this enforcement action will be borne by the owner and if not paid within thirty (30) days a continuing lien may be assessed as provided in Article VI, Section A.

#### ARTICLE VII – EFFECTIVE DATE

The effective date of the Guidelines will be the date they are approved by the Board of Directors.

<i>Erwin L. Andersen</i>	ERWIN L. ANDERSEN	3/1/00
<i>Vincent L. Mitchell</i>	VINCENT L. MITCHELL	3/1/00
<i>Karen H. Carr</i>	KAREN H. CARR	3/1/00
<i>J.A. Giardino</i>	JAMES A. GIARDINO	4/27/00
<i>Carol Street</i>	CAROL STREET	3/1/00
<i>Jennifer D. Mitchell</i>	JENNIFER D. MITCHELL	3/1/00
<i>J.A. Giardino</i>	J.A. GIARDINO	3/1/00

#### RECORD OF REVISION

Original Approved by the Board of Directors	Sept. 1982
Revision I Approved by the Board of Directors	Oct. 1984
Revision II Approved by the Board of Directors	Mar. 1987
Revision III Approved by the Board of Directors	May 1989
Revision IV Approved by the Board of Directors	July 1996
Revision V Approved by the Board of Directors	Apr. 1998
Revision VI Approved by the Board of Directors	Mar. 2000

Cc: Ed O'Connel Attorney at Law

**THIS PAGE INTENTIONALLY BLANK**

Figure 1.1 – Crownleigh/Foxwood Home Exterior Color Patterns

Color Pattern Number: Lots	Shutters	Entrance Door	Trim	Roof Shingles	Siding	Bricks
1A: 3, 7, 14, 27, 31, 40, 45, 50, 54, 68, 81, 86, 89, 94, 104, 108, 113, 126, 136, 139	McCormick # 220 Georgetown Green <i>Vinyl Midnight America</i> <i>Midnight Green</i>	McCormick # 104 Harness Shop Tan <i>McCormick # 103 Cypress</i>	McCormick # 104 Harness Shop Tan <i>McCormick # 103 Cypress</i>	Certainteed Cedar Brown	<i>Vinyl Certainteed Woodland Mist or Heartland Sienna</i>	Cunningham Brick Presbyterian
1B: 16, 21, 35, 60, 98, 118, 132	None	McCormick # 220 Georgetown Green	McCormick # 104 Harness Shop Tan <i>McCormick # 103 Cypress</i>	Certainteed Cedar Brown	<i>Vinyl Certainteed Woodland Mist or Heartland Sienna</i>	Cunningham Brick Presbyterian
2A: 4, 20, 29, 32, 36, 44, 53, 59, 77, 80, 97, 101, 103, 109, 116, 119, 124, 128, 135, 141	McCormick # 215 Cobblestone Grey <i>Vinyl Midnight America Tuxedo Grey</i>	McCormick # 112 Woodland <i>McCormick # 120 Kingston</i>	McCormick # 112 Woodland <i>McCormick # 120 Kingston</i>	Certainteed Black	<i>Vinyl Certainteed Oyster Shell or Heartland Antique White</i>	Continental Clay # 481 Pastel Pink
2B: 11, 25, 52, 64, 70, 85, 95, 130	None	McCormick # 215 Cobblestone Grey	McCormick # 112 Woodland <i>McCormick # 120 Kingston Clay</i>	Certainteed Black	<i>Vinyl Certainteed Oyster Shell or Heartland Antique White</i>	Continental Clay # 481 Pastel Pink

Address	Lot	Address	Lot	Address	Lot	Address	Lot
9605 Lake Braddock	3	5662 Sutherland	36	5652 Chelmsford	80	5754 Crownleigh	113
9607 Lake Braddock	3	5654 Sutherland	40	5654 Chelmsford	81	5760 Crownleigh	116
5603 Castlebury	7	5646 Sutherland	44	5659 Chelmsford	85	5764 Crownleigh	118
5611 Castlebury	11	5644 Sutherland	45	5657 Chelmsford	86	5766 Crownleigh	119
5617 Castlebury	14	5616 Sutherland	50	5700 Crownleigh	89	5776 Crownleigh	124
5619 Sutherland	16	5612 Sutherland	52	5710 Crownleigh	94	5780 Crownleigh	126
5627 Sutherland	20	5608 Sutherland	53	5712 Crownleigh	95	5784 Crownleigh	128
Address	Lot	Address	Lot	Address	Lot	Address	Lot
5629 Sutherland	21	5606 Sutherland	54	5722 Crownleigh	97	5783 Crownleigh	130
5637 Sutherland	25	5603 Sutherland	59	5724 Crownleigh	98	5779 Crownleigh	132
5641 Sutherland	27	5605 Sutherland	60	5730 Crownleigh	101	5773 Crownleigh	135
5645 Sutherland	29	5626 Castlebury	64	5734 Crownleigh	103	5771 Crownleigh	136
5649 Sutherland	31	5618 Castlebury	68	5736 Crownleigh	104	5715 Crownleigh	139
5651 Sutherland	32	5614 Castlebury	70	5744 Crownleigh	108	5711 Crownleigh	141
5664 Sutherland	35	5600 Castlebury	77	5746 Crownleigh	109		

Figure 1.1.1 – Crownleigh/Foxwood Home Exterior Color Patterns (Continued)						
Color Pattern Number: Lots	Shutters	Entrance Door	Trim	Roof Shingles	Siding	Bricks
3A: 2, 6, 13, 23, 34, 42, 48, 51, 55, 58, 66, 71, 76, 84, 87, 102, 114, 120, 134, 142	McCormick #115 Sage Green <i>Vinyl Mid-America Clay</i>	McCormick #107 Woodspice <i>McCormick #104 Harness Shop Tan</i>	McCormick #107 Woodspice <i>McCormick #104 Harness Shop Tan</i>	Certainteed Oakwood	<i>Vinyl Certainteed Desert Tan or Heartland Dansdalwood</i>	Cunningham Brick Forest Blend
3B: 19, 33, 93	None	McCormick #115 Sage Green	McCormick #107 Woodspice <i>McCormick #104 Harness Shop Tan</i>	Certainteed Oakwood	<i>Vinyl Certainteed Desert Tan or Heartland Dansdalwood</i>	Cunningham Brick Forest Blend
4A: 9, 12, 22, 30, 37, 47, 62, 65, 72, 88, 92, 105, 111, 115, 121, 125, 133, 138, 143	McCormick #223 Old Carriage Brown <i>Vinyl Mid-America Federal Brown</i>	McCormick #112 Woodland <i>McCormick #110 Greystone</i>	McCormick #112 Woodland <i>McCormick #110 Greystone</i>	Certainteed Oakwood	<i>Vinyl Certainteed Summerwheat or Heartland Champagne</i>	Cunningham Brick Colonial Sand
4B: 43, 75, 96	None	McCormick #223 Old Carriage Brow	McCormick #112 Woodland <i>McCormick #110 Greystone</i>	Certainteed Oakwood	<i>Vinyl Certainteed Summerwheat or Heartland Champagne</i>	Cunningham Brick Colonial Sand

Address	Lot	Address	Lot	Address	Lot	Address	Lot
9603 Lake Braddock	2	5640 Sutherland	47	5653 Chelmsford	88	5717 Crownleigh	138
5601 Castlebury	6	5638 Sutherland	48	5706 Crownleigh	92	5709 Crownleigh	142
5607 Castlebury	9	5614 Sutherland	51	5708 Crownleigh	93	5707 Crownleigh	143
5613 Castlebury	12	5604 Sutherland	55	5720 Crownleigh	96		
5615 Castlebury	13	5601 Sutherland	58	5732 Crownleigh	102		
5625 Sutherland	19	5609 Sutherland	62	5738 Crownleigh	105		
5631 Sutherland	22	5624 Castlebury	65	5750 Crownleigh	111		
5633 Sutherland	23	5622 Castlebury	66	5756 Crownleigh	114		
5647 Sutherland	30	5612 Castlebury	71	5758 Crownleigh	115		
5653 Sutherland	33	5610 Castlebury	72	5768 Crownleigh	120		
5666 Sutherland	34	5604 Castlebury	75	5770 Crownleigh	121		
5660 Sutherland	37	5602 Castlebury	72	5778 Crownleigh	125		
5650 Sutherland	42	5661 Chelmsford	84	5777 Crownleigh	133		
5648 Sutherland	43	5655 Chelmsford	87	5775 Crownleigh	134		

Figure 1.1 – Crownleigh/Foxwood Home Exterior Color Patterns (Continued)

Color Pattern Number: Lots	Shutters	Entrance Door	Trim	Roof Shingles	Siding	Bricks
5A: 1, 18, 24, 26, 41, 49, 74, 79, 82, 91, 100, 106, 112, 123, 127, 131, 140, 144	McCormick # 202 Foxhall Green	McCormick # 108 Wheat	McCormick # 108 Wheat	<i>Certainiteed Weathered Wood Or GAF Weathered Gray</i>	<i>Vinyl Certainiteed Desert Tan or Heartland Sandalwood</i>	Continental Clay # 412 Coral Beige
5B: 8, 57, 63, 67, 110,	None	McCormick # 202 Foxhall Green	McCormick # 108 Wheat	<i>Certainiteed weathered Wood Or GAF Weathered Gray</i>	<i>Vinyl Certainiteed Desert Tan or Heartland Sandalwood</i>	Continental Clay # 412 Coral Beige
6A: 10, 15, 17, 39, 46, 56, 61, 69, 78, 83, 90, 99, 107, 117, 122, 129, 137	McCormick # 116 Chadwicke Tan	McCormick # 117 Fawn	McCormick # 117 Fawn	Certainiteed Black	<i>Vinyl certainiteed Summerwheat or Heartland Champagne</i>	Cunningham Brick Smoke Sand
6B: 5, 28, 38, 73	None	McCormick # 116 Chadwicke Tan	McCormick # 117 Fawn	Certainiteed Black	<i>Vinyl Certainiteed Summerwheat or Heartland Champagne</i>	Cunningham Brick Smoke Sand

Address	Lot	Address	Lot	Address	Lot	Address	Lot
9601 Lake Braddock	1	5618 Sutherland	49	5704 Crownleigh	91	5713 Crownleigh	140
9609 Lake Braddock	5	5602 Sutherland	56	5726 Crownleigh	99	5705 Crownleigh	144
5605 Castlebury	8	5600 Sutherland	57	5728 Crownleigh	100		
5609 Castlebury	10	5607 Sutherland	61	5740 Crownleigh	106		
5619 Castlebury	15	5611 Sutherland	63	5742 Crownleigh	107		
5621 Sutherland	17	5620 Castlebury	67	5748 Crownleigh	110		



Address	Lot	Address	Lot	Address	Lot	Address	Lot
5623 Sutherland	18	5616 Castlebury	69	5752 Crownleigh	112		
5635 Sutherland	24	5608 Castlebury	73	5762 Crownleigh	117		
5639 Sutherland	26	5606 Castlebury	74	5772 Crownleigh	122		
5643 Sutherland	28	5648 Chelmsford	78	5774 Crownleigh	123		
5658 Sutherland	38	5650 Chelmsford	79	5782 Crownleigh	127		
5656 Sutherland	39	5665 Chelmsford	82	5786 Crownleigh	129		
5652 Sutherland	41	5663 Chelmsford	83	5781 Crownleigh	131		
5642 Sutherland	46	5702 Crownleigh	90	5719 Crownleigh	137		

# Crownleigh Community Association Architectural Control Guidelines

Revision VI (Simplified Version)



January 31, 2000

Crownleigh Community Association  
P.O. Box 286  
Burke, VA 22009-0286  
[www.foxwoodatburke.com](http://www.foxwoodatburke.com)  
ccaboard@gmail.com

## CROWNLEIGH/FOXWOOD ARCHITECTURAL CONTROL GUIDELINES REVISION VI (SIMPLIFIED VERSION)

### INTRODUCTION

**Point of Contact:** These guidelines have been updated by your fellow homeowners on the Architectural Control Committee (ACC). Based on our community association bylaws, the ACC acts on behalf of the Board of Directors concerning all architectural issues.

**Objective:** The intent in this revision is to place essential information on this subject in a single document which is simpler and easier to read. We also want to recognize how new building materials have already been used to enhance the appearance of our community while concurrently addressing emerging types of home improvements such as home security systems and basement radon gas ventilation systems. Finally, we have focused on the most common types of home maintenance and placed more of them at the level which does not require ACC approval.

**Contents:** These guidelines consist of three sections. The first section is a general explanation of basic architectural control policy. The second section contains simplified guidelines for specific projects. The third section is a reference table listing by address and lot number the prescribed color pattern for every home in our community.

### SECTION 1 – BASIC ARCHITECTURAL CONTROL POLICY

**Focus:** The focus of architectural control is the visible exterior of our property. Although we have 144 homes in our community, each home was built using one of twelve basic color patterns combining shutters, entrance door, trim, roof shingles, siding, and bricks. Each home has a unique lot number which can be matched to the appropriate color pattern to quickly determine the architectural harmony we are trying to preserve.

Three charts summarizing this information are found at the end of these guidelines. For example, if your home address is 5710 Crownleigh Court, your lot is 94 (which normally is also your parking space number), and your color pattern is: McCormick #200 Georgetown Green paint for both shutters and entrance door or vinyl shutters Mid-America Midnight Green; McCormick #104 Harness Shop Tan paint for trim; Cedar Brown roof shingles; Clay Beige aluminum siding or vinyl Certaineed Woodland Mist or vinyl Heartland Sienna; and Presbyterian bricks. Regardless of lot number, roof bays on any home not shingled by the builder should be repainted using either a bright or antique copper color lacquer and any wrought iron work should remain black.

**Guideline Categories:** Architectural control guidelines can be grouped into three basic categories depending on the nature of the proposed work. The first category of guidelines, which is already approved, prescribes how to maintain our homes in their current condition (e.g., repainting following the instructions in the paragraph immediately above). Even though approval is automatically granted for the first category, homeowners are still encouraged to contract the Architectural Control Committee (ACC) if they have any questions or need clarification before investing in home maintenance. Some of the assistance we can offer includes providing samples

of approved paint colors, identifying sources of building materials and offering ideas from fellow homeowners.

The second category deals with acceptable new projects beyond normal maintenance (e.g., building decks and sheds, extending fences). These projects require prior written approval from the Architectural Control Committee (ACC). Some projects in either the first or second category may also require county building permit approval. County approval is a homeowner responsibility. Any project not specifically listed in either the first or second category requires ACC approval.

The third category involves architecture-related actions which historically have not been approved because they do not enhance the appearance of our community or help maintain property values. The Architectural Control Committee (ACC) will work with homeowners to identify these actions and help correct them as quickly as possible.

The chart beginning below and continuing on the next page summarizes the three categories of architectural control guidelines.

Architectural Guideline Category Summary Chart	
Level or Category	Work or Action
<p>First Category: Already Approved (Some work may also require county building permit approval)</p> <p>“Replacement” means to match the existing color, style, texture, etc. of the original exterior If a complete match is no longer available, you must have ACC approval, unless it is currently addressed in these guidelines</p>	<p>Repainting, replacing roof, replacing shutters, adding storm doors, adding security doors, adding internal home security system, replacing sliding patio doors or windows with French doors, adding hand rails to two-step front porches, replacing tree in front yard, replacing and maintaining hedges, replacing fences, adding gates, play equipment up to six feet high inside fenced area, replacing existing window glass, adding retaining walls inside fenced areas, replacing screen inserts in windows and storm doors, replacing siding</p>
<p>Second Category: Requires Architectural Control Committee (ACC) Approval (Most work may also require county building permit approval)</p>	<p>Building decks, enclosing decks, building sheds, extending fences, adding fireplaces, adding radon gas ventilation systems, adding satellite television dishes, complete window replacement, play equipment above six feet high inside fenced area, common area improvements such as patio block pathways, adding retaining walls outside fenced areas</p>
<p>Third Category: Architectural-Related Actions Historically Not Approved (Actions which do not enhance community appearance or maintain property values)</p>	<p>Changing basic color pattern, permanently removing fence, fence in front yard, drying laundry in rear fenced area, painting brick or other masonry surfaces, external television antennas other than satellite dishes, permanent tree removal from front yard, window air conditioners, window awnings or door canopy, play equipment outside fenced area</p>

Requesting Approval: Requests for projects in the second category should be submitted in writing to the Architectural Control Committee (ACC) at least 45 days in advance of beginning the anticipated work. Use the same mailing address as for paying quarterly assessment with the request marked for the attention of the Architectural Control Committee. This address is: Crownleigh Community Association, Attention: Architecture Control Committee, P.O. Box 286, Burke, VA 22009-0286. The ACC will confirm receipt of each request within seven days. Please follow up with the ACC if receipt has not been acknowledged on a timely basis.

Requests must include plans or drawings, paint or stain samples, maintenance or construction schedules, as well as county approval when required. In addition, to guarantee completion of complex projects costing more than \$3,500.00, a statement that full funding is available will be submitted with the other information in the request.

The ACC will respond to requests as quickly as possible within the 45-day window. Simple projects should receive approval in considerably less time than more complex projects. The ACC may request additional information if necessary. Any request disapproval will be in writing and include an explanation of why the project is not considered suitable for our community. The homeowner may appeal ACC disapproval to the community association Board of Directors.

Enforcement of Guidelines: Increased awareness through these simplified guidelines is the first means of enforcing architecture control policy. It is hoped that easier-to-understand guidelines will have a higher likelihood of being followed by homeowners. Periodic inspections will occur to further encourage understanding of the guidelines and compliance.

Should increased awareness and inspections fail to result in compliance, Article VI, Section 11 of the Crownleigh Community Association Articles of Incorporation permits necessary legal enforcement measures.

## SECTION 11 – SPECIFIC GUIDELINES FOR COMMON PROJECTS

(Projects are listed alphabetically by name to make them easier to find)

Bay Windows: Roofing of bay windows should be tin, galvanized aluminum, or copper. They must be painted antique copper or copper in color. If real copper roofing is used, it must be painted as above, once the real copper changes color.

Brick Exterior: The brick exterior may be professionally cleaned if necessary. Painting any brick surface is not approved.

Adding Decks: (Fairfax County Permit Required for Second Level Decks) Decks will be constructed entirely of treated wood and in compliance with Fairfax County codes. “Miss Utility” must be contracted before any foundation work begins. Decks will not have roofing or other deck covering. Ground level decks will conform to the contour of the land but will not be attached to side fences.

Second level decks will not extend more than twelve feet from the rear wall of the home or closer than two feet to the side property line. There will be only one entry to the deck from the rear of the home. Deck railings will be at least thirty-six inches high and conform to Fairfax County Building Code Requirements.

Any other deck siding will not be more than fifty inches high. Outside stairways must have the foot of the stairs within property lines.

Door/Lighting Hardware: All hardware must be brass, antique brass, or black in color and must be replaced if removed from the home.

Dormer Replacement: Dormers can be replaced or repaired to match the original dormer style and construction. Dormers must be painted the same color as the house trim specified in the chart. Aluminum or vinyl refacing is not currently approved.

Fence Replacement: New fences should be the same material and style as existing fences but may be six feet high because this is the fence height now commercially available. Fences between homes are a joint maintenance responsibility of both homeowners. To conform to terrain slopes, fence sections should be stepped instead of angled. Fence posts will be secured with concrete.

Fences may be treated with a clear preservative or with a semi-transparent stain in one of the following four colors: (1) light gold; (2) light brown; (3) light gray; (4) light redwood. These four stain colors are considered compatible with our community colors. If a stain is used, it will be used on all wood surfaces including decks.

Rear fences, and side fences of end units, may be extended to property lines in conjunction with fence replacement as long as this does not obstruct any easements.

Adding Fireplaces: This must be strictly in compliance with the Fairfax County fire code. The fireplace chimney should match the style of our community. Wood burning and gas fireplaces must be approved by the ACC.

Adding French/Patio Doors: Existing sliding glass doors or second level windows where a second level deck is added may be replaced by French/Patio doors. The new French/Patio doors will be painted the same color as the existing door trim. (White is not an approved color).

Front Doors: Front doors must match the original style and be painted the color specified in the chart. (Please contact us regarding front doors).

Adding Gates: Gates made of the same material as the rear or side fence may be added to provide more privacy and security. Gates should be the same height as the surrounding fence. Gates are required if the fenced in area contains a spa or hot tub. End homes may have both rear and side gates.

Gutter Replacement: Gutters must be cleaned regularly to prevent drainage problems. They can be replaced with aluminum gutters, regular or oversized, matching the existing style and painted to match the house trim color specified in the chart.

Hedges and Shrubs: Hedges and shrubs planted in the front or on the side of homes below windows will be trimmed so that they will not exceed the height of window sills. Hedges and shrubs will also be trimmed so that they are not more than three feet wide. Existing healthy hedges and shrubs will not be removed without replacement. Dead shrubs and hedges must be replaced as soon as the weather season permits. Wood, stone, or brick borders for shrubbery beds or flowerbeds must be in good condition or removed.

**Adding Pathways:** These may be added in common areas to provide better footing. Pathways may be brick, patio block, or gravel and will be ground level so they do not interfere with grass mowing.

**Adding Radon Gas Vents:** These may be added if the system is a neutral color such as gray and is completely hidden by trees or shrubs. If the external vent is higher than trees or shrubs, it will be painted the same color as the existing gutters.

**Repainting:** Use the McCormick paint colors prescribed in the summary chart for your lot number. Also use bright or antique copper for non-shingled roof bays and black for any wrought iron work.

**Adding Retaining Walls:** Any retaining walls added either inside or outside fenced areas should be constructed in a manner similar to the retaining wall at the entrance to our community. Masonry retaining walls 12"-18" high around patios must be approved by the ACC.

**Roof Replacement:** Use the same color and style shingles as prescribed in the summary charts for your lot number. Several original colors are longer made (Dark Olive, Desert Wood, Walnut, Black Blend). Check the chart for the new replacement colors. You may add a ridge pole vent or an exhaust fan to improve ventilation and prevent fire retardant plywood deterioration.

**Adding Satellite Television Dishes:** These may be added if they do not exceed eighteen inches in size and are painted a neutral color such as gray. Satellite dishes must be aimed in a southwest direction. To get proper reception, they will be located either on the roof home or on the side of the home at the level immediately below the roof.

**Replacing Screens:** New screen inserts for windows and storm doors will be made of an anodized aluminum finish.

**Adding Security Systems:** These may be added if any component sirens sound in the interior of the home only and turn themselves off automatically. Small external signs or window decals may be displayed to reinforce the deterrent value of the security system.

**Adding Security Doors:** Security doors may be added if they are wrought iron, painted black in color, and of a style matching the colonial character of our community.

**Adding Storm Doors:** Storms doors may be added if they are bronze or a color matching either the front door, door trim, or door shutters (refer to chart). The storm door glass will be clear in color and extend the entire height of the storm door.

**Replacing Siding:** The current aluminum siding is no longer available and can be replaced with low sheen vinyl siding. Check the chart for the colors and manufacturers to use. The siding must be either 4" double lap or 5" double lap, whichever is the closest size to the original lap on the home. The style must match the existing style as closely as possible. Beading or other styles are not currently approved.

**Adding Sheds:** Sheds will be constructed of siding conforming to the style of fence material and will have roof shingles matching those on the home. Sheds will be located in a rear corner of the fenced yard. Sheds will not be larger than six feet long by four feet wide by seven feet high. Shed roofs must slope to the rear and meet the rear fence at the height of the rear fence.

Shutter Replacement: Replacement shutters may be either wood or vinyl. Vinyl shutters should match the color, slat design, and size of the original wooden shutters as closely as possible. Refer to the chart for the new vinyl shutter colors.

Sidewalk Replacement: Sidewalks can be replaced with concrete to match the existing or repaired with crushed pebble surfacing. Only the homeowner's sidewalk can be replaced or repaired. The common walk is owned by the Association which should be contracted for repairs.

Adding Stair Rails: Stair rails may be added to homes having two front steps. These rails will be wrought iron painted black and similar in style to the existing stair rails on homes having three front steps.

Tree Replacement: Each home should have a single tree in the front yard. The homeowner will determine the type and size of the tree but large trees must be pruned before branches obstruct sidewalks. Trees must have a 6' clearance over the sidewalks.


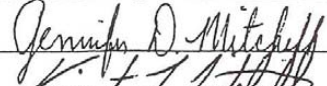
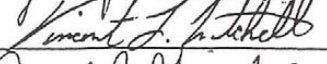
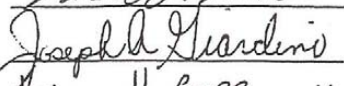
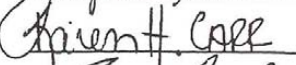
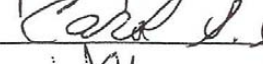
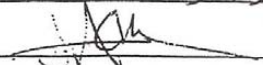
Trim/Woodwork Replacement (includes bays and box-outs): Trim and woodwork with dry rot or other visible damage must be replaced with wood matching the original trim/woodwork and painted according to the chart.

Major Window Replacement: This will be permitted to improve the insulation offered by existing storm windows. Replacement windows must maintain the multi-paned appearance of the existing windows in our community. They must match the homes original color scheme. (We are currently reviewing this. Please contact us if you are going to replace your windows.)

Yard Maintenance: Grass must be maintained shorter than 6" in height. Reseeding should be done in the case of excessive weeds or die out.

EFFECTIVE DATE

These guidelines are effective on the date approved by the Board of Directors.

Signed	Name	Date
	ERVIN L. ANDREWS	1/31/2000
	JENNIFER D. MITCHELL	1/31/2000
	VINCENT L. MITCHELL	1/31/2000
	JOSEPH A. GIARDINO	1/31/2000
	KAREN H. CARR	JANUARY 31 <sup>ST</sup> , 2000
	CAROL STREET	JAN 31, 2000
	JAMES A. CUBETA	1/31/00

cc. Ed O'Connell Attorney At Law



**THIS PAGE INTENTIONALLY BLANK**

Section III – Crownleigh/Foxwood Home Exterior Color Patterns						
Color Patter Number: Lots	Shutters	Entrance Door	Trim	Roof Shingles	Siding	Bricks
1A: 3, 7, 14, 27, 31, 40, 45, 50, 54, 68, 81, 86, 89, 94, 104, 108, 113, 126, 136, 139	McCormick # 220 Georgetown Green <i>Vinyl Mid- America Midnight Green</i>	McCormick # 104 Harness Shop Tan <i>McCormick # 103 Cypress</i>	McCormick # 104 Harness Shop Tan <i>McCormick # 103 Cypress</i>	Certainteed Cedar Brown	<i>Vinyl Certainteed Woodland Mist or Heartland Sienna</i>	Cunningham Brick Presbyterian
1B: 16, 21, 35, 60, 98, 118, 132	None	McCormick # 220 Georgetown Green	McCormick # 104 Harness Shop Tan <i>McCormick # 103 Cypress</i>	Certainteed Cedar Brown	<i>Vinyl Certainteed Woodland Mist or Heartland Sienna</i>	Cunningham Brick Presbyterian
2A: 4, 20, 29, 32, 36, 44, 53, 59, 77, 80, 97, 101, 103, 109, 116, 119, 124, 128, 135, 141	McCormick # 215 Cobblestone Grey <i>Vinyl Mid- America Tuxedo Grey</i>	McCormick # 112 Woodland <i>McCormick # 120 Kingston Clay</i>	McCormick # 112 Woodland <i>McCormick # 120 Kingston Clay</i>	Certainteed Black	<i>Vinyl Certainteed Oyster Shell or Heartland Antique White</i>	Continental Clay # 481 Pastel Pink
2B: 11, 25, 52, 64, 70, 85, 95, 130	None	McCormick # 215 Cobblestone Grey	McCormick # 112 Woodland <i>McCormick # 120 Kingston Clay</i>	Certainteed Black	<i>Vinyl Certainteed Oyster Shell or Heartland Antique White</i>	Continental Clay # 481 Pastel Pink

Address	Lot	Address	Lot	Address	Lot	Address	Lot
9605 Lake Braddock	3	5662 Sutherland	36	5652 Chelmsford	80	5754 Crownleigh	113
9607 Lake Braddock	3	5654 Sutherland	40	5654 Chelmsford	81	5760 Crownleigh	116
5603 Castlebury	7	5646 Sutherland	44	5659 Chelmsford	85	5764 Crownleigh	118
5611 Castlebury	11	5644 Sutherland	45	5657 Chelmsford	86	5766 Crownleigh	119
5617 Castlebury	14	5616 Sutherland	50	5700 Crownleigh	89	5776 Crownleigh	124
5619 Sutherland	16	5612 Sutherland	52	5710 Crownleigh	94	5780 Crownleigh	126
5627 Sutherland	20	5608 Sutherland	53	5712 Crownleigh	95	5784 Crownleigh	128
5629 Sutherland	21	5606 Sutherland	54	5722 Crownleigh	97	5783 Crownleigh	130
5637 Sutherland	25	5603 Sutherland	59	5724 Crownleigh	98	5779 Crownleigh	132

Address	Lot	Address	Lot	Address	Lot	Address	Lot
5641 Sutherland	27	5605 Sutherland	60	5730 Crownleigh	101	5773 Crownleigh	135
5645 Sutherland	29	5626 Castlebury	64	5734 Crownleigh	103	5771 Crownleigh	136
5649 Sutherland	31	5618 Castlebury	68	5736 Crownleigh	104	5715 Crownleigh	139
5651 Sutherland	32	5614 Castlebury	70	5744 Crownleigh	108	5711 Crownleigh	141
5664 Sutherland	35	5600 Castlebury	77	5746 Crownleigh	109		

Section III – Crownleigh/Foxwood Home Exterior Color Patterns (Continued)

Color Pattern Number; Lots	Shutters	Entrance Door	Trim	Roof Shingles	Siding	Bricks
3A: 2, 6, 13, 23, 34, 42, 48, 51, 55, 58, 66, 71, 76, 84, 87, 102, 114, 120, 134, 142	McCormick # 115 Sage Green <i>Vinyl Mid-America Clay</i>	McCormick # 107 Woodspice <i>McCormick # 104 Harness Shop Tan</i>	McCormick # 107 Woodspice <i>McCormick # 104 Harness Shop Tan</i>	Certainteed Oakwood	<i>Vinyl Certainteed Desert Tan or Heartland Sandatwood</i>	Cunningham Brick Forest Blend
3B: 19, 33, 93	None	McCormick # 115 Sage Green	McCormick # 107 Woodspice <i>McCormick # 104 Harness Shop Tan</i>	Certainteed Oakwood	<i>Vinyl Certainteed Desert Tan or Heartland Sandatwood</i>	Cunningham Brick Forest Blend
4A: 9, 12, 22, 30, 37, 47, 62, 65, 72, 88, 92, 105, 111, 115, 121, 125, 133, 138, 143	McCormick # 223 Old Carriage Brown <i>Vinyl Mid-America Federal Brown</i>	McCormick # 112 Woodland <i>McCormick # 110 Greystone</i>	McCormick # 112 Woodland <i>McCormick # 110 Greystone</i>	Certainteed Oakwood	<i>Vinyl Certainteed Summerwheat or Heartland Champagne</i>	Cunningham Brick Colonial Sand
4B: 43, 75, 96	None	McCormick # 223 Old Carriage Brown	McCormick # 112 Woodland <i>McCormick # 110 Greystone</i>	Certainteed Oakwood	<i>Vinyl Certainteed Summerwheat or Heartland Champagne</i>	Cunningham Brick Colonial Sand

Address	Lot	Address	Lot	Address	Lot	Address	Lot
9603 Lake Braddock	2	5640 Sutherland	47	5653 Chelmsford	88	5717 Crownleigh	138
5601 Castlebury	6	5638 Sutherland	48	5706 Crownleigh	92	5707 Crownleigh	142
5607 Castlebury	9	5614 Sutherland	51	5708 Crownleigh	93	5707 Crownleigh	143
5613 Castlebury	12	5604 Sutherland	55	5720 Crownleigh	96		
5615 Castlebury	13	5601 Sutherland	58	5732 Crownleigh	102		
5625 Sutherland	19	5609 Sutherland	62	5738 Crownleigh	105		
5631 Sutherland	22	5624 Castlebury	65	5750 Crownleigh	111		
5633 Sutherland	23	5622 Castlebury	66	5756 Crownleigh	114		
5647 Sutherland	30	5612 Castlebury	71	5758 Crownleigh	115		
5653 Sutherland	33	5610 Castlebury	72	5768 Crownleigh	120		
5666 Sutherland	34	5604 Castlebury	75	5770 Crownleigh	121		
5660 Sutherland	37	5602 Castlebury	72	5778 Crownleigh	125		
5650 Sutherland	42	5661 Chelmsford	84	5777 Crownleigh	133		
5648 Sutherland	43	5655 Chelmsford	87	5775 Crownleigh	134		

Section III – Crownleigh/Foxwood Home Exterior Color Patterns (Continued)						
Color Pattern Number: Lots	Shutters	Entrance Door	Trim	Roof Shingles	Siding	Bricks
5A: 1, 18, 24, 26, 41, 49, 74, 79, 82, 91, 100, 106, 112, 123, 127, 131, 140, 144	McCormick # 202 Foxhall Green	McCormick # 108 Wheat	McCormick # 108 Wheat	Certainteed Weathered Wood Or GAF Weathered Gray	Vinyl Certainteed Desert Tan or Heartland Sandalwood	Continental Clay # 412 Coral Beige
5B: 8, 57, 63, 67, 110,	None	McCormick # 202 Foxhall Green	McCormick 3 108 Wheat	Certainteed Weathered Or GAF Weathered Gray	Vinyl Certainteed Desert Tan or Heartland Sandalwood	Continental Clay # 412 Coral Beige
6A: 10, 15, 17, 39, 46, 56, 61, 69, 78, 83, 90, 99, 107, 117, 122, 129, 137	McCormick # 116 Chadwicke Tan	McCormick # 117 Fawn	McCormick # 117 Fawn	Certainteed Black	Vinyl Certainteed Summerswheat or Heartland Champagne	Cunningham Brick Smoke Sand
6B: 5, 28, 38, 73	None	McCormick # 116 Chadwicke	McCormick # 117 Fawn	Certainteed Black	Vinyl Certainteed Summerswheat or Heartland Champagne	Cunningham Brick Smoke Sand

Address	Lot	Address	Lot	Address	Lot	Address	Lot
9601 Lake Braddock	1	5618 Sutherland	49	5704 Crownleigh	91	5713 Crownleigh	140
9609 Lake Braddock	5	5602 Sutherland	56	5726 Crownleigh	99	5705 Crownleigh	144
5605 Castlebury	8	5600 Sutherland	57	5728 Crownleigh	100		
5609 Castlebury	10	5607 Sutherland	61	5740 Crownleigh	106		
5619 Castlebury	15	5611 Sutherland	63	6742 Crownleigh	107		
5621 Sutherland	17	5620 Castlebury	67	5748 Crownleigh	110		
5623 Sutherland	18	5616 Castlebury	69	5752 Crownleigh	112		
5635 Sutherland	24	5608 Castlebury	73	5762 Crownleigh	117		
5639 Sutherland	26	5606 Castlebury	74	5772 Crownleigh	122		
5643 Sutherland	28	5648 Chelmsford	78	5774 Crownleigh	123		

Address	Lot	Address	Lot	Address	Lot	Address	Lot
5658 Sutherland	38	5650 Chelmsford	79	5782 Crownleigh	127		
5656 Sutherland	39	5665 Chelmsford	82	5786 Crownleigh	129		
5652 Sutherland	41	5663 Chelmsford	83	5781 Crownleigh	131		
5642 Sutherland	46	5702 Crownleigh	90	5719 Crownleigh	137		

CROWNLEIGH COMMUNITY ASSOCIATION  
Architectural Control Guidelines  
Addendum to Revision VI (Simplified Versions)

Following are several items the AAC has approved since the release of the Simplified Guidelines. These items are contained in the Revision VI of the Guidelines; however, which is controlling. Please jeep this addendum with the Simplified Version.

**Satellite Dishes and Antennas**

On March, 30, 2000 the Board of Directors adopted Resolution No. 99-1 from the latest FCC ruling regarding satellite dishes and exterior antennas. Resolution No. 99-1 is available from the ACC upon request.

**Replacement Windows**

Replacement windows must match the existing windows as closely as possible and must have ACC approval before any work is done.

- (1) Replacement windows must meet all Fairfax County Codes for fire egress and be operable.
- (2) They must be double hung windows. (Casements are not approved)
- (3) They must have grilles or mullions like the existing windows.
- (4) The window size must be maintained.
- (5) The exterior color must match the original color scheme. The ACC consider approving a different exterior color provided that;
  - (a) Application is made to the ACC before any work is done.
  - (b) The exterior color closely matches the exterior trim color or compliments it such as beige, almond, or sandstone. White is not in harmony with our community.
  - (c) Vinyl or aluminum exterior windows are allowed provided they meet the criteria set forth above.
  - (d) Paintable wood windows are approved provided they meet the criteria set forth above and match the original trim color.
  - (e) The trim around the windows must match an approved color scheme. Aluminum and/or vinyl refitting can be done, but the color must match the original color scheme and all of the trim work appearance maintained. (In other words, your exterior has to look like the original exterior whether in wood, vinyl or aluminum). See chart & below.

**Aluminum & Vinyl Refitting**

The Board of Directors and the ACC have approved the use of aluminum and/or vinyl refitting for the woodwork and trim on the exterior of townhouse provided.

1. The color of the aluminum or vinyl refitting must match the original color scheme of the townhouse.
2. The trim work appearance must be maintained. Pieces may not be permanently removed or the appearance changed in any way, except for the different material.

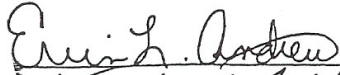
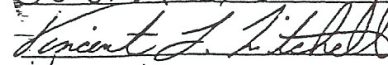
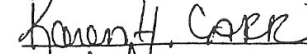
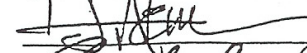

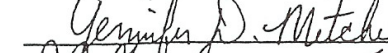
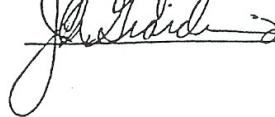
Paint Color

In Revision IV of the Guidelines, the Board approved additional trim, shutter and door colors. However, the additional colors were not mapped to the original color scheme. Therefore, the Board and ACC ask that when your home needs repainting (or before you buy vinyl shutters or have refitting done or purchase a new storm door), that you return to the original color scheme listed in the chart at the back of these guidelines.

- (1) An application for approval must be filled out by those homes currently using colors from Revision IV, if not already obtained in written form.
- (2) Additional colors not listed in these Guidelines or Revision IV will not be approved, unless by a 2/3<sup>rd</sup> majority vote of homeowners.
- (3) All paint combinations must follow the requirements I Article IV, Section A of Revision VI of the Guidelines.

Effective Date:

These addenda are effective on the date approved by the Board of Directors.

Signed	Name	Date
	ERVIN L. ANDREWS	3/1/00
	VINCENT L. MITCHELL	3/1/00
	KAREN H. CARR	3/1/00
	JAMES A. CUBETA	4/27/00
	CAROL STREET	3/1/00
	JENNIFER D. MITCHELL	3/1/00
	J.A. GIARDINO	3/1/00

cc: Ed O'Connell Attorney At Law