

Salem Fields Community Association

Important Information



FirstService
RESIDENTIAL

PREPARED EXCLUSIVELY FOR:

**6903 Bluefield Dr
Fredericksburg, VA 22407**

Salem Fields Community Association

Disclosure Documents



FirstService
RESIDENTIAL

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Fredericksburg, VA 22407**



Settlement Remittance Page

REMITTANCE ADDRESS:

FirstService Residential
Attn: Settlements Team
3975 Fair Ridge Drive
Fairfax, VA 22033

Instructions: Please complete the below information and return to the above remittance address along with all applicable closing documents and payments within two (2) days after the settlement.

Note: The remittance page is required to be completed by the settlement agent and returned with the signed resale certificate in its entirety, closing fees and one of the following: HUD1, ALTA OR Settlement Statement

Settlement Date:	
Complete Unit Address	
Seller's Name(s)	
Buyer's Name(s)	
Buyer's Phone Number	
Buyer's Email Address	
Buyers Billing Address (if different from unit)	

Settlement Agent's Name	
Settlement Agent's Phone	
Settlement Agent's Email	



FirstService Residential
 3975 Fair Ridge Drive, Suite 210S
 Fairfax, VA 22033
 (703) 385-1133 • Fax: (703) 591-5785



Certificate for Virginia HOA Resale

AS-A76213

Salem Fields Community Association
 This certificate has been prepared on **November 1, 2022**
 on behalf of **Larissa Leeper, owner(s) of**
6903 Bluefield Dr, Fredericksburg, VA 22407

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:	Salem Fields Community Association
If Incorporated, State of Incorporation:	VA
Name of Registered Agent:	E. Margriet Langenberg, Attorney At Law
Address of Registered Agent:	Langenberg Law Offices P.C. P.O. Box 1075, Warrenton, Virginia 20188 703-691-0009 / Fax 703-382-1665

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:	\$125.00 due Monthly on the 1st day of the payment period
Prepayment of Assessments:	\$250.00 amount due from buyer at closing, payable to Salem Fields Community Association.
Late Charge:	\$35.00 will be attached to any assessment received 11 day(s) after due date
Resale Disclosure Fee:	\$322.77 Fee is due at closing, payable to FirstService Residential
Post-Closing Account Setup Fee:	\$50.00 (Must be a separate check, payable to FirstService Residential)

The following amount is the balance for the lot as of 11/01/2022: **Total balance: \$125.00 balance includes the November 2022 dues**



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Certificate for Virginia HOA Resale (continued)

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

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

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

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

SEE ENCLOSED BUDGET, FINANCIAL STATEMENTS AND RESERVE STUDY.

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

SEE ENCLOSED BUDGET AND FINANCIAL STATEMENTS.

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

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

NONE NOTED AT THIS TIME.

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

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

Insurance Company: **Carrier: Nationwide Insurance Agent: Mike Arnold Insurance Agency Inc.**
Agent: **Mike Arnold Agency**
Address: **5570 Richmond Rd, Suite 102 Troy, VA 22974**
Phone: **(434) 295-2692**
Fax: **(434) 977-6922**

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



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Certificate for Virginia HOA Resale (continued)

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

Wood Trim: Repair and Paint

Created: 11/01/2022

(Article VII, 7.2(a) of Dec: Each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition... Please clean/repair/replace any and all rotted, missing, or otherwise damaged wood trim across the home. Paint with the same existing color. Especially the area around the garage door. When the violation has been brought into compliance, please email a photo to SFCA.Compliance@fsresidential.com)

Maintenance / Repair: Screening

Created: 11/01/2022

(Article VII, 7.2(a) of Dec: Each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition... Please repair or replace all damaged/missing window screens. When the violation has been brought into compliance, please email a photo to SFCA.Compliance@fsresidential.com)

Landscaping: Remove Weeds

Created: 11/01/2022

(Article IX Sec 9.4 of the Architectural Guidelines:...Homeowners shall make every effort to maintain a healthy lawn. This includes, but is not limited to, removal of weeds, annual seeding, and fertilizing as needed. Please remove all weeds and dead plantings from the property including lawns, flower beds, mulched areas, around trees, driveway, etc. This includes Purslanes, Dandelions, Clovers, and all other types of weeds. When the violation has been brought into compliance, please email a photo to SFCA.Compliance@fsresidential.com)

Maintenance / Repair: Deck/Patio

Created: 11/01/2022

(Article VII, 7.2(a) of Dec: Each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition... Please clean the patio to remove all discoloration from dirt, mildew, and grime. When the violation has been brought into compliance, please email a photo to SFCA.Compliance@fsresidential.com)

THE PREVIOUS VIOLATION(S) IS/ARE NOTED IN OUR FILES AS OF THIS DATE. THIS DOES NOT MEAN THAT THERE ARE NO ADDITIONAL 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:

ONLY ONE REAL ESTATE SIGN ADVERTISING SALE OR RENT IS PERMITTED PER LOT. PER SECTION 8.7 OF ARCHITECTURAL GUIDELINES.



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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:

VERTICAL FREE STANDING OR PERMANENT FREESTANDING FLAGPOLES WILL NOT BE APPROVED.

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:

SEE ATTACHED POLICY RESOLUTION.

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:

PLEASE REVIEW THE ARCHITECTURAL GUIDELINES.

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

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 0550-003965. THE LICENSE IS RENEWED ON AN ANNUAL BASIS WITHIN THE MONTH PRIOR TO THE ANNUAL ASSOCIATION MEETING. THE EXPIRATION DATE IS:
08/31/2022.**

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

N/A



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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 11/01/2022.

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.



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Acceptance of Resale Documents from WelcomeLink

Resale No.: AS-A76213

Owner Name: Larissa Leeper
Community Name: Salem Fields
Address: 6903 Bluefield Dr
Fredericksburg, VA 22407

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

Date Received at FSR DC Metro: _____

First Attempt to Contact Requester: _____

Second Attempt (if necessary): _____

Retrieved by:

Print Name

Signature

Date

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



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Additional Information

In addition to the above mentioned please note the following:

Parking: No parking on private streets within the townhome and attached villa sections, towing is enforced. It is required that the garages be used for parking spaces. Any homes without a garage are provided two reserved parking spaces.

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.



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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: _____



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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.

Salem Fields Community Association

Disclosure Packet Notice



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



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

Common Interest Community Board
PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET NOTICE

Section 54.1-2350 of the *Code of Virginia* requires that this form accompany disclosure packets issued pursuant to § 55.1-1809 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.

Salem Fields Community Association

Certificate Attachment



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COMMONWEALTH OF VIRGINIA

Department of Professional and Occupational Regulation
and Interstate Trade with Education for 2015



COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION



SALEM FIELD COMMUNITY ASSOCIATION
SOCIAL HALL
PROVIDENCE SPRINGS, SC 29126, LLC
1000 SADDLE HILL ROAD, SUITE 200
FRANKLIN, VA 22603



[Signature]

COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION
PUBLIC NOTICE (2015) 04-01-01



Notice to the public regarding the registration of the Salem Field Community Association, LLC, a limited liability company, as a common interest community association. The registration is effective as of 4/1/15.

SALEM FIELDS

Community Association

Dear Neighbor:

Welcome to the Salem Fields Community! We are excited that you have chosen Salem Fields as your new community. Living in Salem Fields can be a rewarding and peaceful experience.

We are providing you with this introductory welcome package to share information about all that Salem Fields has to offer. Although we hope this quick guide will be of help to you, it is important for you to read the governing documents including all rules and regulations for the community in detail so that you have a clear understanding of the do's and don'ts that come with Community Association living.

Many of the rules pertain to parking, exterior modification projects and what is and is not permitted in Salem Fields. Please take the time to familiarize yourself with the official governing documents so that living in the community brings nothing but positive experiences.

Salem Fields is a Community Association consisting of 1,316 homes. There are 680 single-family homes, 350 villas and 286 townhomes. Amenities include a large swimming pool, basketball and tennis courts, nature trails, two tot lots, a community center, lighted sidewalks, strategically placed pet waste disposal stations and community events to enjoy. Villa residents have access to the Villa Meeting House where they can enjoy bocce ball, horseshoes, grills, a patio area, and much more. Located in Fredericksburg, Virginia, Salem Fields is close to schools, shopping, historic sites and recreational areas.

Salem Fields Community Association is professionally managed by FirstService Residential. The Community Center includes an onsite office where management team members are available to assist you from 9:00 a.m. to 5:00 p.m. Monday, Tuesday, Thursday & Friday. The office is closed on Wednesdays but we will schedule appointments if necessary. The FirstService Residential customer care center is available 24/7 at 703-385-1133.

Please complete the New Owner Registration Form and submit it to the office. You may email it to sfca.manager@fsresidential.com or place it in the drop box located next to the entrance to the pool. If you are an Owner/ Landlord, please review the Policy Resolution 7... Regulations Relating to Lease Resolution and complete the applicable forms immediately upon your tenants moving into your SFCA property. Once forms are completed, please submit them to the onsite management office.

Please do not pay assessments at the Community Center as we cannot accept them onsite. There are other payment methods available to you.

Onsite Management Office: 11125 Rappahannock Drive, Fredericksburg, VA 22407
Phone: 540-548-3487 * Email: SFCA.Manager@fsresidential.com

SALEM FIELDS

Community Association

We have included some helpful information below for you as well as in the attached details provided with this letter.

Mailin Address for Pa ments
Salem Fields Community Association
C/o FirstService Residential
PO Box 30403
Tampa, FL 33630

Include Address & Account Number for your SFCA property on your payment.

Connect Resident Portal for Online Pa ments and Other Information:
<https://salemfields.connectresident.com/>

Waste Services:
GFL 540-899-7722
Trash & Recycling – Monday
Trash – Thursday
Bulk items will need to be scheduled directly with GFL by calling the phone number above.

Again, we are happy to have you as a part of the Salem Fields community! We look forward to meeting you. We know you will find our neighborhood is a great place to live and we encourage your participation in our activities and functions.

Welcome Home!

Tina Nichols
Salem Fields Community Association
Onsite Community Manager

Onsite Management Office: 11125 Rappahannock Drive, Fredericksburg, VA 22407
Phone: 540-548-3487 * Email: SFCA.Manager@fsresidential.com



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

- 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**.

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.

WELCOME HOME

Enjoy all the services and amenities our community has to offer. We're proud to be professionally managed by FirstService Residential.



You're Invited to Register to Connect™!

FirstService Residential is excited to present FirstService Residential Connect™ Resident Portal, a tool that makes it easy to stay connected to your community association – anytime (24 hours a day/7 days a week), from anywhere. With just a few clicks, you can:

- ▶ Update Communication Preferences
- ▶ Communicate with your property manager, board members and neighbors
- ▶ Access community forms and documents
- ▶ Pay association fees
- ▶ And so much more!

We've built in additional security safeguards to make sure your information is secure, so all residents must register to use the new FirstService Residential Connect Resident Portal. Register today!



Step 1: Log onto <https://SalemFields.connectresident.com>

Step 2: Click **Log In** button and select the option to **Create Account**

Step 3: Follow on-screen prompts.

FirstService Residential Connect™ is another way that FirstService Residential makes a difference, every day, in the communities we manage.

If you have any questions or need any assistance, please call our FirstService Residential Customer Care Center at 703.385.1133.

Download the app today!



Making a Difference. Every day.

Salem Fields Community Association

Forms



FirstService
RESIDENTIAL

SALEM FIELDS

Community Association

OWNER INFORMATION:

First Name

Last Name

Address

City, State & Zip Code

Telephone

E-mail

CO-OWNER INFORMATION:

First Name

Last Name

Telephone

E-mail

Billin Address: (if different from above)

Address

City, State & Zip Code

Do you wish to receive emails regarding community updates? Yes No

Is this a change request for your account? Yes No

If yes, please include account number

ADDITIONAL RESIDENTS: Print the names of all additional residents

First Name

Last Name

Telephone

E-mail

First Name

Last Name

Telephone

E-mail

First Name

Last Name

Telephone

E-mail

If you would like to make any changes to your account, you will have to put your request in writing.

Owner Signature

Date

Co-Owner Signature

Date

Please return to:

Salem Fields Community Association
11125 Rappahannock Drive
Fredericksburg, Virginia 22407
Phone: 540-548-3487
SFCA.Manager@fsresidential.com
Fax: 540-785-5388

FOR MANAGEMENT USE ONLY

Received By:

Date:

New Resident:

Yes No

Change Request:

Yes No

Billing Address Updated in Connect:

Yes No

All Information Updated in Connect:

Yes No

Notes:



**SALEM FIELDS COMMUNITY ASSOCIATION
TENANT REGISTRATION FORM**

OWNER INFORMATION:

First Name _____ Last Name _____

Address _____ City, State & Zip Code _____

Telephone _____ E-mail _____

RENTAL ADDRESS (if different from above)

Address _____ City, State & Zip Code _____

PROPERTY MANAGEMENT INFORMATION (if available)

Company Name _____ Contact Person _____

Telephone _____ E-mail _____

TENANT INFORMATION (List tenants living on land)

First Name _____ Last Name _____

Telephone _____ E-mail _____

First Name _____ Last Name _____

Telephone _____ E-mail _____

ADDITIONAL REPRESENTS: Attach the names of all additional residents residing in LAD

First Name _____ Last Name _____

First Name _____ Last Name _____

First Name _____ Last Name _____

First Name _____ Last Name _____

Event Term Dates: _____ to _____ Month to Month Yes No

Tenant's Representations:

By my own signature(s) below, I/we affirm the following:

- (i) I/we acknowledge receipt of the Assessed and Revised Declaration for Future Public Community Association ("Declaration"), Rules for Future Public Community Association ("Rules"), Architectural Guidelines, and the Rules and Regulations and agree to abide by them.

- (ii) The representations made herein are true and complete.

Tenant's Signature _____ Date _____

Tenant's Signature _____ Date _____

Tenant's Signature _____ Date _____

Owner's Representations:

By my own signature(s) below, I/we affirm the following:

- A. I/we represent that we have provided the owners with the Assessed and Revised Declaration, Rules, Architectural Guidelines, and Rules and Regulations.
- B. The representations made are true and correct.

Owner's Signature _____ Date _____

Owner's Signature _____ Date _____

Please return to:

Salmon Falls Community Association
17100 Rappahannock Drive
Fredericksburg, Virginia 22407
Phone: 541-546-3487
SFCVA Management@salmonfalls.com
Fax: 541-546-3188
Document to include: Current Report Cover & Times Department Cover

FOR MANAGEMENT USE ONLY

Received By: _____ Date: _____

Documents (Digital) Lists and Engineering System Uploaded: Yes No

Billing Address Updated in Current: Yes No

All Information Updated in Current: Yes No

Update Lease Dates: Yes No In Lease Current? Yes No

Notes: _____

**SALISFIELD COMMUNITY ASSOCIATION
LEASE ADDENDUM**

THIS LEASE ADDENDUM is made by the Lessor ("Lessor"), dated _____,
at _____, between _____ ("Landlord"),
and _____ ("Tenant"),
for the Lot located at _____ ("Premises").

WITNESSETH THAT:

In consideration of the verbal agreements, promises and covenants contained in the Lease and herein, the receipt and delivery of which is hereby acknowledged, Landlord and Tenant, hereby agree as follows:

A. Applicability of Association Documents and Rules and Regulations:

A. **Association Documents and Rules and Regulations.** Tenant's right to use and occupy the Premises shall be subject and subordinate in all respects to the provisions of the Amended and Restated Declaration of Salisfield Community Association, Articles of Incorporation for Salisfield Community Association and Bylaws for Salisfield Community Association, collectively, the "Association Documents" and to such Architectural Guidelines, and Rules and Regulations as may from time to time be adopted by the Board of Directors collectively the "Rules and Regulations". Tenant acknowledges receiving a copy of the Association Documents and the Rules and Regulations from the Landlord.

B. **Violations.** Any violation of the provisions of the Association Documents or the Rules and Regulations shall constitute a default of the Lease. To correct any violations, the Association shall have the right to take enforcement action against the Landlord, the Tenant, or both, by injunctive relief, damages, or any other remedy available under the law.

C. **Right Granted.** The Tenant shall have a limited access to the Premises for the specified time limit together with a license granting Tenant, for the term hereof, Landlord's right to use the Recreational Facilities and other Common Area amenities of the Association, provided that Tenant and Tenant's family, guests, visitors, business, employees and agents exercise such license in accordance with the provisions of the Association Documents and Rules and Regulations. The Landlord retains all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments.

D. **Indemnification.** The Tenant shall defend, indemnify and hold harmless Landlord and the Association from and against any claim, injury or damages, direct or indirect, including reasonable attorneys' fees, incurred as a result of Tenant's occupancy of the Premises or from any non-compliance by Tenant with the provisions of any of the Association Documents, Rules and Regulations, or any other covenant of the Lease.

4. **Damage.** The Tenant and the Landlord shall be jointly and severally liable to the Association for any damage to the Common Areas of the Association, including but not limited to the Recreational Facilities, and any related costs, including reasonable attorney's fees incurred (whether or not a suit is actually commenced in court), caused by the act, omission, neglect or abandonment of Tenant or that of Tenant's family, guests, visitors, licensees, employees or agents.

B. Use.

The Premises shall be used solely as a residential dwelling. Tenant shall not use or allow the Premises to be used for any commercial or other purpose or in any manner offensive to others and Tenant shall comply with all applicable laws and ordinances.

II. Insurance.

Tenant shall be seeking and paying nothing to be done on the Premises, which may constitute any fire or other insurance policy covering the Premises. If Tenant's use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenant and the Landlord shall be jointly and severally obligated to pay such increase.

III. Remedies.

The remedies of the Association set forth herein are cumulative of all other remedies available to the Association pursuant to the Association Documents, Rules and Regulations and all applicable laws and are not the Association's sole remedies.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed on _____ 20____.

LANDLORD:

Name _____

Signature _____

Name _____

Signature _____

TENANT(s):

Name _____

Signature _____

Name _____

Signature _____

SALEM FIELDS ASSOCIATION

RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into this _____ day of _____
20____, by and between Salem Fields Community Association ("Association" or "SFCA"), and

_____, Fredericksburg, VA 22407.

1. **DOCUMENTS.** This Rental Agreement, including Exhibits A and B attached herein by reference, constitutes the entire agreement and understanding of the parties. In the event that any of the terms of this Agreement conflicts with the attached Exhibits A and B, the terms contained in this Agreement shall take control over the terms contained in the Exhibits.
2. **PURPOSE.** This Agreement is for the User's temporary use of the specific Association facility (hereinafter referred to as the "Premises") indicated below.

_____ Salem Fields Community Center – Exhibit A

_____ Salem Fields Villa Meeting House – Exhibit B

3. **RENTAL PERIOD AND PAYMENT:** All rental reservations must be made no less than thirty (30) days in advance. No Changes can be made after the reservation payment is received.

A deposit of \$400.00 is collected at time of application and will be held until Management inspects the building after the event.

The rental period for exclusive personal use of the Association facilities by the User is as follows:

Daily: 8:00 am to 10:00 pm - \$300.00 Hourly: 3 hour minimum - \$30.00 an hour

The key for the event is available to be picked up at the office when the rental fee is received.

The non-refundable fee must be paid by check and has to be in the name of the homeowner or tenant listed in our system. Checks should be made payable to Salem Fields Community Association.

If the Community Center is being rented for business/organizational use the hourly fee is \$100 per hour with a three (3) hour minimum.

4. **TERMS AND CONDITIONS.** For the good and valuable consideration and the other promises set forth herein, User shall have exclusive temporary use of the Premises according to the following terms and conditions. The User agrees the Premises shall be used only for the purpose specified on the approved application.

Any equipment belonging to the SFCA/Villa Meeting House may not be removed.

The Center does have a kitchen with facilities for preparing food. Care should be taken with clean-up after the event to insure that all appliances have been properly cleaned and personal items are removed.

User is responsible for insuring that all windows and doors are properly closed and locked at the end of the event.

User is responsible for planning adequate time into their event to allow for clean-up and departure from the Center by 10:00 pm

The User shall not advertise the event to the public or charge attendees for attendance.

Community Center Rental

- A. Entry to the pool deck or pool area by the User or the User's guests at any time during the event is strictly prohibited. There is no tacking or taping on the walls or ceiling. Please secure all helium balloons.
- B. The parking lot, parking spaces and sidewalk leading to the Community Center shall be used only for ingress and egress during the Rental Period. There shall be no use of the exterior common areas during the Rental Period, unless otherwise stated in this Agreement.
- C. Children must remain supervised at all times and in the rented rooms throughout the event.

Villa Meeting House Rental

- A. User has available the two (2) grills, horse shoes, covered patio, shuffleboard and bocce ball area.
- B. User is responsible for returning bar seating to the brick wall opposite the grills.
- C. User has access to the covered patio and tables and chairs.

5. **AUTHORIZED USERS.** An Owner/Resident may rent the Community Center (or Villa Meeting House if a Villa resident) for any private activities or events, except for events that can be characterized as commercial or political events as determined by the Board of Directors of the Salem Fields Community Association (SFCA)

Any Owner/Resident requesting to rent the Premises must be in good standing with the SFCA (this includes being current on SFCA assessments and having an account with no violation charges).

6. **ONSITE USER PRESENCE.** The User signing this Agreement shall be on the Premises for the duration of the Rental Period. The Association shall require the User to present a current driver's license or other valid picture identification to verify that they are the signing User.

The User signing this Agreement is responsible for the compliance of his/her guests, invitees, and contractors with the terms and conditions set forth in this Agreement and with the Association's covenants, rules and regulation. The Association has the right and authority to immediately terminate this agreement if the User is not on the Premises and/or if their guests, attendees or contractors violate any Association rules or regulations.

7. **CLEANING.** At the conclusion of User's event, User shall remove all personal items, supplies, and equipment; remove and properly dispose of trash, litter and debris; wipe all tables and chairs free of crumbs, stains, liquids, and return any Association-provided chairs, tables or other equipment to their original location in a neat and orderly manner, all of which must occur during the Rental Period.
8. **COMPLIANCE WITH LAWS.** User agrees to comply with all federal, state, municipal laws and ordinances and all Association covenants while using the Premises.
9. **FIREARMS.** No firearms are permitted at any time on Association common area and the Premises covered by this Rental Agreement.
10. **PETS.** No pets other than service animals are permitted.
11. **ALCOHOLIC BEVERAGES AND ILLEGAL SUBSTANCES.** User shall not serve or sell alcoholic beverages to minors or allow the consumption of alcohol by any minors on the Premises. Under no circumstances shall the User serve, sell, purchase, allow the use of, or bring any illegal or controlled substances upon the Premises.
12. **FIREWORKS.** Legal and illegal fireworks (including sparklers) are prohibited on Association common areas. Users of the Premises are responsible for enforcing this prohibition as to guests, invitees and contractors throughout the Rental Period.
13. **SMOKING/VAPING.** Smoking and vaping are not permitted within any portion of the Premises.

14. **RESPONSIBILITY FOR PERSONAL EQUIPMENT.** User shall be responsible for any and all equipment, supplies, and materials necessary for the use and enjoyment of the Premises for User's event, except for the furnishings and fixtures presently on the Premises. The Association assumes no responsibility and specifically disclaims any liability for any loss or damage to the equipment, supplies and materials belonging to or brought upon the Premises by User, his/her guests or invitees.
15. **NOISE AND NUISANCE ORDANCES.** The User agrees to comply with any and all Spotsylvania County Noise and Nuisance Ordinances. The User agrees to monitor the conduct of the attendees in order to avoid disturbing other residents.
16. **ADJACENT PROPERTIES.** The User, his/her guests, invitees and contractors shall have no unreasonable adverse effect upon or create a disturbance relative to adjacent residences, owners, residents and their guests.
17. **INDEMNIFICATION.** The User shall be fully liable for and hereby indemnifies and agrees to hold harmless the Association, its Board of Directors, agents, other members, resident, guests, tenants and Managing Agent from any and all injuries, deaths, damages, causes of actions, claims or obligations, and any consequential and incidental damages, attorneys' fees or costs arising out of or related to any acts, omissions, negligence or gross negligence or on the part of the User or his/her guest caused during the Rental Period.
18. **AVAILABILITY OF PREMISES.** In the event that subsequent to the execution of this Agreement by the parties but prior to the Rental Period the Premises for any reason becomes unavailable for User's event, User shall be entitled to a full and prompt refund of the Rental Fee.
19. **ASSOCIATION'S DUTIES.** The Association is responsible to perform the following duties:
- a. Availability. The Association shall make the Premises available to the User for the User's exclusive use and enjoyment during the entire term of the Rental Period.
 - b. Utilities. During the Rental Period, the Association shall provide and pay for all lights, heat, water and sewer charges reasonably necessary for the proper use and enjoyment of the Premises. The Association does not, however, guarantee the performance or quality of these utilities and shall not be liable for any interruptions in these services that are beyond the Association's control or responsibility.
20. **ASSIGNABILITY OF THE AGREEMENT.** This Agreement shall not be assigned for any reason.

21. **REFUNDS:** No refund will be given if cancellation is less than 4 days prior to the rental agreement date. Paid funds may not be used toward a future rental period. All cancellations are subject to a \$25.00 administration fee.

22. **BINDING OBLIGATION OF ENTIRE AGREEMENT.** This Agreement (with applicable Exhibit) shall constitute the entire agreement between the parties. No variance or modification of this Agreement shall be valid or enforceable except by another agreement, in writing, executed and approved in the same manner as this Agreement.

APPLICANT(S):

I (we) hereby acknowledge that I (we) have read and agree to the terms and conditions of this Agreement.

SFCA OWNER/AUTHORIZED TENANT

NAME: _____

ADDRESS: _____

PHONE: _____ CELL: _____

EMAIL: _____

SIGNATURE: _____ DATE: _____

EXHIBIT A

Salem Fields Community Center Rental Application

(This form must be completed and initialed/dated by Applicant(s))

Name of Applicant(s) _____

Address _____

Phone (H) _____ (C) _____

(W) _____ Email: _____

Date Requested: _____ Time Requested: _____

Type of Event: _____ Number of Guests: _____

(Checks shall be made payable to and from a resident of the Salem Fields Community Association)

Daily Rental Fee: \$300.00 Hourly Rental Fee: \$30/hour: # of hours _____ Amount \$ _____

Check Number: _____ Check Number: _____

****Note:** There is a 3 hour minimum for all Community Center Rentals, which includes set up and clean up**

The Community Center must be VACATED NO LATER THAN 10:00 pm.

The maximum number of people who may occupy the SFCC room is 96.

Initials of Applicant(s): _____	Initials of SFCA Rep: _____	Date: _____
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APPLICANT(S)

I (we) hereby acknowledge that I (we) have read and agree to the terms and conditions of this agreement. I (we) agree to be bound to the requirements and terms and conditions set forth in this contract. If there is damage to the SFCC in excess of the Rental Fee, I (we) will pay the additional changes, any such charges are collectible in the same manner as an assessment against my (our) lot. I (we) agree that should I (we) fail to pay the damage to the SFCC space in excess of the Rental Fee and the SFCA must file suite in Spotsylvania County to enforce this Agreement, (we) will pay the SFCA Attorneys' fees.

I (we) hereby indemnify and hold the SFCA, its members, directors, officers, employees, guest and agents harmless from any all liabilities, suits, judgments, costs and expenses, including attorney's fees, arising from the performance of this agreement or any act, omission, or negligence.

Signature(s): _____ Date: _____

Printed Name(s) and Address: _____

Signatures: _____

Office Use Only:

Received By: _____ Date: _____ Verified Residency: Yes ___ No ___

If Declined, reason: _____

Event Approved by: _____ Title: _____ Date: _____

This signed (and initialed/dated on each page) SFCC Rental Agreement, accompanied by payment, should be delivered to the Salem Fields Community Association, 11125 Rappahannock Drive, Fredericksburg, VA 22407

The Salem Fields Community Center will be rented after:

- A) The SFCA has confirmed that the applicant is an eligible Owner or Resident; and
- B) The SFCA has confirmed that the SFCC is available for the specified date and time; and
- C) The SFCA has determined that the rental is for an approved event; and
- D) The SFCA has received an original signed contract and application appropriately initialed on each page along with the required payment.

Initials of Applicant(s): _____	Initials of SFCA Rep: _____	Date: _____
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EXHIBIT B

Salem Fields Villa Meeting House Rental Application

(This form must be completed and initialed/dated by Applicant(s))

Name of Applicant(s) _____

Address _____

Phone (H) _____ (C) _____

(W) _____ Email: _____

Date Requested: _____ Time Requested: _____

Type of Event: _____ Number of Guests: _____

(Checks shall be made payable to and from a resident of the Salem Fields Community Association)

Daily Rental Fee: \$300.00 Hourly Rental Fee: \$30/hour: # of hours _____ Amount \$ _____

Check Number: _____ Check Number: _____

****Note:** There is a 3 hour minimum for all Villa Meeting House Rentals, which includes set up and clean up**

The Villa Meeting House must be VACATED NO LATER THAN 10:00 pm.

The maximum number of people who may occupy the Villa Meeting House is 109.

Initials of Applicant(s): _____	Initials of SFCA Rep: _____	Date: _____
---------------------------------	-----------------------------	-------------

APPLICANT(S)

I (we) hereby acknowledge that I (we) have read and agree to the terms and conditions of this agreement. I (we) agree to be bound to the requirements and terms and conditions set forth in this contract. If there is damage to the Villa Meeting House in excess of the Rental Fee, I (we) will pay the additional changes, any such charges are collectible in the same manner as an assessment against my (our) lot. I (we) agree that should I (we) fail to pay the damage to the Villa Meeting House space in excess of the Rental Fee and the SFCA must file suite in Spotsylvania County to enforce this Contract, I (we) will pay the SFCA Attorneys' fees.

I (we) hereby indemnify and hold the SFCA, its members, directors, officers, employees, guest and agents harmless from any all liabilities, suits, judgments, costs and expenses, including attorney's fees, arising from the performance of this agreement or any act, omission, or negligence.

Signature(s): _____ Date: _____

Printed Name(s) and Address: _____

Signatures: _____

Office Use Only:

Received By: _____ Date: _____ Verified Residency: Yes ___ No ___

If Declined, reason: _____

Event Approved by: _____ Title: _____ Date: _____

This signed (and initialed/dated on each page) Villa Meeting House Rental Agreement, accompanied by payment, should be delivered to the Salem Fields Community Association, 11125 Rappahannock Drive, Fredericksburg, VA 22407

The Villa Meeting House will be rented after:

- A) The SFCA has confirmed that the applicant is an eligible Owner or Resident; and
- B) The SFCA has confirmed that the SFCC is available for the specified date and time; and
- C) The SFCA has determined that the rental is for an approved event; and
- D) The SFCA has received an original signed contract and application appropriately initialed on each page along with the required payment.

Initials of Applicant(s): _____ Initials of SFCA Rep: _____ Date: _____

SALEM FIELDS
Community Association Access Card Application

Resident passes are to gain admission to the Community Center and Pool. Cards will be issued to residents in good standing (fees current and no outstanding violations). All residents who are 3 years old and over will be issued first time passes at no charge. The replacement charge for lost or damaged passes will be \$25.00 for each lost/damaged pass.

PLEASE NOTE: Passes will not be issued to any Renter without a current lease and proper forms on file with the Management Office. Passes will not be issued to anyone with an outstanding balance on their assessment account or outstanding violations.

Highlighted sections are for office use only.

Name: _____ Street Address: _____

Contact Number: _____ Email: _____

Emergency Contact Name: _____

Emergency Phone Number: _____

Residents 12 and older – Yellow Pass

Name: _____ Age: _____ Card #: _____

Name: _____ Age: _____ Card #: _____

Name: _____ Age: _____ Card #: _____

Name: _____ Age: _____ Card #: _____

Resident age 3 – 12 – Orange Pass

Name: _____ Age: _____ Card #: _____

Name: _____ Age: _____ Card #: _____

Name: _____ Age: _____ Card #: _____

Name: _____ Age: _____ Card #: _____

Guest Pass Card #: _____

The holders of these passes agree to abide by the Declaration of Salem Fields Community Association and the rules and regulations which govern activities of the pool and other facilities. I understand this membership may be revoked if such Declaration, Rules and Regulations are not adhered to. I certify that all holders of this pass are in proper physical condition and good health to safely use these facilities, and all holders assume personal responsibility for undertaking the appropriate due care in mitigating the inherent personal risks of injury when using the swimming pool and using other facilities. I certify that all individuals listed above have read and/or fully understand the rules and regulations, and that I am a member of the Association in good standing (i.e. all assessments are paid in full; I am not in violation of any architectural guidelines, etc.). I understand that these memberships may be revoked at any time if I should lose my "good standing" status.

Signature of Resident: _____ Date: _____

of Yellow Passes: _____ | # of Orange Passes: _____ | Guest Pass: _____ | Special Pass: _____

Salem Fields Community Association

11125 Rappahannock Drive
Fredericksburg, VA
540-548-3487

SFCA.Manager@fsresidential.com

BALL COURT KEY FORM

Ball Courts Are Private Property of Salem Fields Community Association

Official Homeowner Name: _____

Homeowner (SFCA) Address: _____

Contact Number: _____

Email: _____

Date Key Received _____

Initials are required:

_____ I understand that I am fully responsible for the key that I receive.

_____ I understand that there is only one (1) key provided to each address. One (1) official Homeowner of the address can obtain one (1) key.

_____ If I lose my key or it is stolen, I understand that I will be charged \$250 for a replacement key. I can only pay with check or money order. Payments will be made out to Salem Fields Community Association. No exceptions to or waivers of this fee will be permitted.

_____ I understand that if I sell my home. I have to return my key to the onsite management office or my account will be charged \$250 for this key. No exceptions to or waivers of this fee will be permitted.

_____ I understand that I shall not allow my key to be shared with person(s) outside of my household, unless it is a Leaseholder whom I am responsible for.

_____ I understand that I shall not allow anyone access to the ball courts that are not my personal guests or occupants of my home.

_____ I understand that any occupants of my home that use the key shall be aware of the responsibilities of holding the key.

_____ If my home is a rental property, I am responsible for distributing the key to my Leaseholder if I wish for them to have access to the ball courts. If the Leaseholder moves out of the home then the key is to return to me, the Owner, for the next Leaseholder to use.

_____ I understand that the courts are for private use. The courts shall not be used for coaching teams or business purposes.

_____ I understand that all Owners, Occupants and Tenants of my home shall follow the ball court rules, along with all other governing policies for the community amenities.

- Be respectful of others at all times.
- Always use behavior that is not disruptive to others.
- No pets allowed inside the ball courts.
- No profanity.

- No littering. There are two trashcans are located near the courts.
- No violence, arguing or hostility towards others.
- No gambling.
- No alcohol or drug use.
- No stereos, Bluetooth speakers, radios, etc.
- No smoking.
- No bullying.
- No court access to any person(s) without a key.
- No access to non-residents of Salem Fields Community Association.
- No vandalism.
- No use of chalk or chalk paint inside the courts.
- No toys, scooters, skateboards, bicycles, etc. The surfaces are for tennis, pickle ball and basketball only.
- No motorized or battery powered vehicles.
- No climbing or hanging on the fence, gates or netting in or around the courts.
- Business use, team coaching, etc. is prohibited.
- Secure the gate behind you.

_____ I understand that the ball court hours are 7 days a week, from dawn to dusk, however the hours are subject change as needed.

_____ I understand that it is my responsibility to ensure that the rules are followed by the Owners, Occupants, Tenants and Guests of my home. I understand that the ball courts are for the use of the community members. I understand completely that if myself, or any person(s), that I am responsible for, disregard the ball court rules and other governing policies specific to the SFCA amenities, we may lose our privileges to use the ball courts. Rules and policies are subject to change.

By signing below, I am acknowledging that I have read and understand the above details related to the use of the ball courts.

Printed Name

Signature

Printed Name & Signature Witness – SFCA Management Team

OFFICE USE ONLY:

Verified Official Homeowner: _____ Account Number: _____

Key Issued by: _____



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

SALEM FIELDS

Community Association

Dear Neighbor:

Welcome to the Salem Fields Community! We are excited that you have chosen Salem Fields as your new community. Living in Salem Fields can be a rewarding and peaceful experience.

We are providing you with this introductory welcome package to share information about all that Salem Fields has to offer. Although we hope this quick guide will be of help to you, it is important for you to read the governing documents including all rules and regulations for the community in detail so that you have a clear understanding of the do's and don'ts that come with Community Association living.

Many of the rules pertain to parking, exterior modification projects and what is and is not permitted in Salem Fields. Please take the time to familiarize yourself with the official governing documents so that living in the community brings nothing but positive experiences.

Salem Fields is a Community Association consisting of 1,316 homes. There are 680 single-family homes, 350 villas and 286 townhomes. Amenities include a large swimming pool, basketball and tennis courts, nature trails, two tot lots, a community center, lighted sidewalks, strategically placed pet waste disposal stations and community events to enjoy. Villa residents have access to the Villa Meeting House where they can enjoy bocce ball, horseshoes, grills, a patio area, and much more. Located in Fredericksburg, Virginia, Salem Fields is close to schools, shopping, historic sites and recreational areas.

Salem Fields Community Association is professionally managed by FirstService Residential. The Community Center includes an onsite office where management team members are available to assist you from 9:00 a.m. to 5:00 p.m. Monday, Tuesday, Thursday & Friday. The office is closed on Wednesdays but we will schedule appointments if necessary. The FirstService Residential customer care center is available 24/7 at 703-385-1133.

Please complete the New Owner Registration Form and submit it to the office. You may email it to sfca.manager@fsresidential.com or place it in the drop box located next to the entrance to the pool. If you are an Owner/ Landlord, please review the Policy Resolution 7... Regulations Relating to Lease Resolution and complete the applicable forms immediately upon your tenants moving into your SFCA property. Once forms are completed, please submit them to the onsite management office.

Please do not pay assessments at the Community Center as we cannot accept them onsite. There are other payment methods available to you.

Onsite Management Office: 11125 Rappahannock Drive, Fredericksburg, VA 22407
Phone: 540-548-3487 * Email: SFCA.Manager@fsresidential.com

SALEM FIELDS

Community Association

We have included some helpful information below for you as well as in the attached details provided with this letter.

Mailin Address for Pa ments
Salem Fields Community Association
C/o FirstService Residential
PO Box 30403
Tampa, FL 33630

Include Address & Account Number for your SFCA property on your payment.

Connect Resident Portal for Online Pa ments and Other Information:
<https://salemfields.connectresident.com/>

Waste Services:
GFL 540-899-7722
Trash & Recycling – Monday
Trash – Thursday
Bulk items will need to be scheduled directly with GFL by calling the phone number above.

Again, we are happy to have you as a part of the Salem Fields community! We look forward to meeting you. We know you will find our neighborhood is a great place to live and we encourage your participation in our activities and functions.

Welcome Home!

Tina Nichols
Salem Fields Community Association
Onsite Community Manager

Onsite Management Office: 11125 Rappahannock Drive, Fredericksburg, VA 22407
Phone: 540-548-3487 * Email: SFCA.Manager@fsresidential.com



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

- 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**.

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
 3975 Fair Ridge Drive, Suite 210S
 Fairfax, VA 22033
 (703) 385-1133 • Fax: (703) 591-5785



Certificate for Virginia HOA Resale

AS-A76213

Salem Fields Community Association
 This certificate has been prepared on **November 1, 2022**
 on behalf of **Larissa Leeper, owner(s) of**
6903 Bluefield Dr, Fredericksburg, VA 22407

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:	Salem Fields Community Association
If Incorporated, State of Incorporation:	VA
Name of Registered Agent:	E. Margriet Langenberg, Attorney At Law
Address of Registered Agent:	Langenberg Law Offices P.C. P.O. Box 1075, Warrenton, Virginia 20188 703-691-0009 / Fax 703-382-1665

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:	\$125.00 due Monthly on the 1st day of the payment period
Prepayment of Assessments:	\$250.00 amount due from buyer at closing, payable to Salem Fields Community Association.
Late Charge:	\$35.00 will be attached to any assessment received 11 day(s) after due date
Resale Disclosure Fee:	\$322.77 Fee is due at closing, payable to FirstService Residential
Post-Closing Account Setup Fee:	\$50.00 (Must be a separate check, payable to FirstService Residential)

The following amount is the balance for the lot as of 11/01/2022: **Total balance: \$125.00 balance includes the November 2022 dues**



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Certificate for Virginia HOA Resale (continued)

AS-A76213

**Salem Fields Community Association
This certificate has been prepared on November 1, 2022
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6903 Bluefield Dr, Fredericksburg, VA 22407**

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: **Carrier: Nationwide Insurance Agent: Mike Arnold Insurance Agency Inc.**
Agent: **Mike Arnold Agency**
Address: **5570 Richmond Rd, Suite 102 Troy, VA 22974**
Phone: **(434) 295-2692**
Fax: **(434) 977-6922**

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



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Certificate for Virginia HOA Resale (continued)

AS-A76213

Salem Fields Community Association
 This certificate has been prepared on November 1, 2022
 on behalf of Larissa Leeper, owner(s) of
 6903 Bluefield Dr, Fredericksburg, VA 22407

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:

Wood Trim: Repair and Paint

Created: 11/01/2022

(Article VII, 7.2(a) of Dec: Each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition... Please clean/repair/replace any and all rotted, missing, or otherwise damaged wood trim across the home. Paint with the same existing color. Especially the area around the garage door. When the violation has been brought into compliance, please email a photo to SFCA.Compliance@fsresidential.com)

Maintenance / Repair: Screening

Created: 11/01/2022

(Article VII, 7.2(a) of Dec: Each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition... Please repair or replace all damaged/missing window screens. When the violation has been brought into compliance, please email a photo to SFCA.Compliance@fsresidential.com)

Landscaping: Remove Weeds

Created: 11/01/2022

(Article IX Sec 9.4 of the Architectural Guidelines:...Homeowners shall make every effort to maintain a healthy lawn. This includes, but is not limited to, removal of weeds, annual seeding, and fertilizing as needed. Please remove all weeds and dead plantings from the property including lawns, flower beds, mulched areas, around trees, driveway, etc. This includes Purslanes, Dandelions, Clovers, and all other types of weeds. When the violation has been brought into compliance, please email a photo to SFCA.Compliance@fsresidential.com)

Maintenance / Repair: Deck/Patio

Created: 11/01/2022

(Article VII, 7.2(a) of Dec: Each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition... Please clean the patio to remove all discoloration from dirt, mildew, and grime. When the violation has been brought into compliance, please email a photo to SFCA.Compliance@fsresidential.com)

THE PREVIOUS VIOLATION(S) IS/ARE NOTED IN OUR FILES AS OF THIS DATE. THIS DOES NOT MEAN THAT THERE ARE NO ADDITIONAL 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:

ONLY ONE REAL ESTATE SIGN ADVERTISING SALE OR RENT IS PERMITTED PER LOT. PER SECTION 8.7 OF ARCHITECTURAL GUIDELINES.



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Certificate for Virginia HOA Resale (continued)

AS-A76213

**Salem Fields Community Association
This certificate has been prepared on November 1, 2022
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6903 Bluefield Dr, Fredericksburg, VA 22407**

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:

VERTICAL FREE STANDING OR PERMANENT FREESTANDING FLAGPOLES WILL NOT BE APPROVED.

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:

SEE ATTACHED POLICY RESOLUTION.

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:

PLEASE REVIEW THE ARCHITECTURAL GUIDELINES.

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

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 0550-003965. THE LICENSE IS RENEWED ON AN ANNUAL BASIS WITHIN THE MONTH PRIOR TO THE ANNUAL ASSOCIATION MEETING. THE EXPIRATION DATE IS:
08/31/2022.**

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

N/A



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Certificate for Virginia HOA Resale (continued)

AS-A76213

**Salem Fields Community Association
This certificate has been prepared on November 1, 2022
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6903 Bluefield Dr, Fredericksburg, VA 22407**

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 11/01/2022.

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.



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Fairfax, VA 22033
(703) 385-1133 • Fax: (703) 591-5785



Acceptance of Resale Documents from WelcomeLink

Resale No.: AS-A76213

Owner Name: Larissa Leeper
Community Name: Salem Fields
Address: 6903 Bluefield Dr
Fredericksburg, VA 22407

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

Date Received at FSR DC Metro: _____

First Attempt to Contact Requester: _____

Second Attempt (if necessary): _____

Retrieved by:

Print Name

Signature

Date

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



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Additional Information

In addition to the above mentioned please note the following:

Parking: No parking on private streets within the townhome and attached villa sections, towing is enforced. It is required that the garages be used for parking spaces. Any homes without a garage are provided two reserved parking spaces.

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.



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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
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Fairfax, VA 22033
(703) 385-1133 • Fax: (703) 591-5785



Certificate for Virginia HOA Resale (continued)

AS-A76213

Salem Fields Community Association
This certificate has been prepared on November 1, 2022
on behalf of Larissa Leeper, owner(s) of
6903 Bluefield Dr, Fredericksburg, VA 22407

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.

Salem Fields Community Association

Disclosure Packet Notice



FirstService
RESIDENTIAL

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



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

Common Interest Community Board
PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET NOTICE

Section 54.1-2350 of the *Code of Virginia* requires that this form accompany disclosure packets issued pursuant to § 55.1-1809 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.

Salem Fields Community Association

Certificate Attachment



FirstService
RESIDENTIAL

COMMONWEALTH OF VIRGINIA

Department of Professional and Occupational Regulation
and Interstate Trade with Education for 2015



COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION



SALEM FIELD COMMUNITY ASSOCIATION
SOCIAL HALL
PROVIDENCE SPRINGS, SC 29126, LLC
1000 SADDLE HILL ROAD, SUITE 200
FRANKLIN, VA 22603



[Signature]

COMMON INTEREST COMMUNITY BOARD
COMMON INTEREST COMMUNITY ASSOCIATION REGISTRATION
PUBLIC NOTICE (FORM) 9-01-08



Notice is hereby given that the application for registration of the Salem Field Community Association, LLC, a limited liability company, is being reviewed by the Board of Professional and Occupational Regulation, Department of Professional and Occupational Regulation, Commonwealth of Virginia, for registration.

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.

Salem Fields Community Association

Forms



FirstService
RESIDENTIAL

SALEM FIELDS

Community Association

OWNER INFORMATION:

First Name

Last Name

Address

City, State & Zip Code

Telephone

E-mail

CO-OWNER INFORMATION:

First Name

Last Name

Telephone

E-mail

Billin Address: (if different from above)

Address

City, State & Zip Code

Do you wish to receive emails regarding community updates? Yes No

Is this a change request for your account? Yes No

If yes, please include account number

ADDITIONAL RESIDENTS: Print the names of all additional residents

First Name

Last Name

Telephone

E-mail

First Name

Last Name

Telephone

E-mail

First Name

Last Name

Telephone

E-mail

If you would like to make any changes to your account, you will have to put your request in writing.

Owner Signature

Date

Co-Owner Signature

Date

Please return to:

Salem Fields Community Association
11125 Rappahannock Drive
Fredericksburg, Virginia 22407
Phone: 540-548-3487
SFCA.Manager@fsresidential.com
Fax: 540-785-5388

FOR MANAGEMENT USE ONLY

Received By:

Date:

New Resident:

Yes No

Change Request:

Yes No

Billing Address Updated in Connect:

Yes No

All Information Updated in Connect:

Yes No

Notes:



**SALEM FIELDS COMMUNITY ASSOCIATION
TENANT REGISTRATION FORM**

OWNER INFORMATION:

First Name _____ Last Name _____

Address _____ City, State & Zip Code _____

Telephone _____ E-mail _____

RENTAL ADDRESS (if different from above)

Address _____ City, State & Zip Code _____

PROPERTY MANAGEMENT INFORMATION (if available)

Company Name _____ Contact Person _____

Telephone _____ E-mail _____

TENANT INFORMATION (List tenants living on land)

First Name _____ Last Name _____

Telephone _____ E-mail _____

First Name _____ Last Name _____

Telephone _____ E-mail _____

ADDITIONAL REPRESENTS: Attach the names of all additional residents residing on LAD

First Name _____ Last Name _____

First Name _____ Last Name _____

First Name _____ Last Name _____

First Name _____ Last Name _____

Event Term Dates: _____ to _____ Months or More Yes No

Tenant's Representations:

By my own signature(s) below, I/we affirm the following:

- (i) I/we acknowledge receipt of the Assessed and Revised Declaration for Future Public Community Association ("Declaration"), Rules for Future Public Community Association ("Rules"), Architectural Guidelines, and the Rules and Regulations and agree to abide by them.

- (ii) The representations made herein are true and complete.

Tenant's Signature _____ Date _____

Tenant's Signature _____ Date _____

Tenant's Signature _____ Date _____

Owner's Representations:

By my own signature(s) below, I/we affirm the following:

- A. I/we represent that we have provided the owners with the Assessed and Revised Declaration, Rules, Architectural Guidelines, and Rules and Regulations.
- B. The representations made are true and correct.

Owner's Signature _____ Date _____

Owner's Signature _____ Date _____

Please return to:

Salmon Falls Community Association
17100 Rappahannock Drive
Fredericksburg, Virginia 22407
Phone: 541-546-3487
SFCVA Management@salmonfalls.org
Fax: 541-546-3188
Document to include: Current Report Cover & Times Department Cover

FOR MANAGEMENT USE ONLY

Received By: _____ Date: _____

Documents (Digital) Lists and Expenses System Updated: Yes No

Billing Address Updated in Current: Yes No

All Information Updated in Current: Yes No

Update Lease Dates: Yes No in Lease Current? Yes No

Notes: _____

**SALISFIELD COMMUNITY ASSOCIATION
LEASE ADDENDUM**

THIS LEASE ADDENDUM is made by the Lessor ("Lessor"), dated _____,
at _____, between _____ ("Landlord"),
and _____ ("Tenant"),
for the Lot located at _____ ("Premises").

WITNESSETH THAT:

In consideration of the verbal agreements, promises and covenants contained in the Lease and herein, the receipt and delivery of which is hereby acknowledged, Landlord and Tenant, hereby agree as follows:

A. Applicability of Association Documents and Rules and Regulations:

A. **Association Documents and Rules and Regulations.** Tenant's right to use and occupy the Premises shall be subject and subordinate in all respects to the provisions of the Amended and Restated Declaration of Salisfield Community Association, Articles of Incorporation for Salisfield Community Association and Bylaws for Salisfield Community Association, collectively, the "Association Documents" and to such Architectural Guidelines, and Rules and Regulations as may from time to time be adopted by the Board of Directors collectively the "Rules and Regulations". Tenant acknowledges receiving a copy of the Association Documents and the Rules and Regulations from the Landlord.

B. **Violations.** Any violation of the provisions of the Association Documents or the Rules and Regulations shall constitute a default of the Lease. To correct any violations, the Association shall have the right to take enforcement action against the Landlord, the Tenant, or both, by injunctive relief, damages, or any other remedy available under the law.

C. **Right Granted.** The Tenant shall have a limited access to the Premises for the specified time limit together with a license granting Tenant, for the term here, Landlord's right to use the Recreational Facilities and other Common Area amenities of the Association, provided that Tenant and Tenant's family, guests, visitors, business, employees and agents exercise such license in accordance with the provisions of the Association Documents and Rules and Regulations. The Landlord retains all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments.

D. **Indemnification.** The Tenant shall defend, indemnify and hold harmless Landlord and the Association from and against any claim, injury or damages, direct or indirect, including reasonable attorneys' fees, incurred as a result of Tenant's occupancy of the Premises or from any non-compliance by Tenant with the provisions of any of the Association Documents, Rules and Regulations, or any other covenant of the Lease.

4. **Damage.** The Tenant and the Landlord shall be jointly and severally liable to the Association for any damage to the Common Areas of the Association, including but not limited to the Recreational Facilities, and any related costs, including reasonable attorney's fees incurred (whether or not a suit is actually commenced in court), caused by the act, omission, neglect or abandonment of Tenant or that of Tenant's family, guests, visitors, licensees, employees or agents.

B. Use.

The Premises shall be used solely as a residential dwelling. Tenant shall not use or allow the Premises to be used for any commercial or other purpose or in any manner offensive to others and Tenant shall comply with all applicable laws and ordinances.

II. Insurance.

Tenant shall be seeking and paying nothing to be done on the Premises, which may constitute any fire or other insurance policy covering the Premises. If Tenant's use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenant and the Landlord shall be jointly and severally obligated to pay such increase.

III. Remedies.

The remedies of the Association set forth herein are cumulative of all other remedies available to the Association pursuant to the Association Documents, Rules and Regulations and all applicable laws and are not the Association's sole remedies.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed on _____ 20____.

LANDLORD:

Name _____

Signature _____

Name _____

Signature _____

TENANT(s):

Name _____

Signature _____

Name _____

Signature _____

SALEM FIELDS ASSOCIATION

RENTAL AGREEMENT

This Rental Agreement (“Agreement”) is entered into this _____ day of _____
20____, by and between Salem Fields Community Association (“Association” or “SFCA”), and

_____, Fredericksburg, VA 22407.

1. **DOCUMENTS.** This Rental Agreement, including Exhibits A and B attached herein by reference, constitutes the entire agreement and understanding of the parties. In the event that any of the terms of this Agreement conflicts with the attached Exhibits A and B, the terms contained in this Agreement shall take control over the terms contained in the Exhibits.
2. **PURPOSE.** This Agreement is for the User’s temporary use of the specific Association facility (hereinafter referred to as the “Premises”) indicated below.

_____ Salem Fields Community Center – Exhibit A

_____ Salem Fields Villa Meeting House – Exhibit B

3. **RENTAL PERIOD AND PAYMENT:** All rental reservations must be made no less than thirty (30) days in advance. No Changes can be made after the reservation payment is received.

A deposit of \$400.00 is collected at time of application and will be held until Management inspects the building after the event.

The rental period for exclusive personal use of the Association facilities by the User is as follows:

Daily: 8:00 am to 10:00 pm - \$300.00 Hourly: 3 hour minimum - \$30.00 an hour

The key for the event is available to be picked up at the office when the rental fee is received.

The non-refundable fee must be paid by check and has to be in the name of the homeowner or tenant listed in our system. Checks should be made payable to Salem Fields Community Association.

If the Community Center is being rented for business/organizational use the hourly fee is \$100 per hour with a three (3) hour minimum.

4. **TERMS AND CONDITIONS.** For the good and valuable consideration and the other promises set forth herein, User shall have exclusive temporary use of the Premises according to the following terms and conditions. The User agrees the Premises shall be used only for the purpose specified on the approved application.

Any equipment belonging to the SFCA/Villa Meeting House may not be removed.

The Center does have a kitchen with facilities for preparing food. Care should be taken with clean-up after the event to insure that all appliances have been properly cleaned and personal items are removed.

User is responsible for insuring that all windows and doors are properly closed and locked at the end of the event.

User is responsible for planning adequate time into their event to allow for clean-up and departure from the Center by 10:00 pm

The User shall not advertise the event to the public or charge attendees for attendance.

Community Center Rental

- A. Entry to the pool deck or pool area by the User or the User's guests at any time during the event is strictly prohibited. There is no tacking or taping on the walls or ceiling. Please secure all helium balloons.
- B. The parking lot, parking spaces and sidewalk leading to the Community Center shall be used only for ingress and egress during the Rental Period. There shall be no use of the exterior common areas during the Rental Period, unless otherwise stated in this Agreement.
- C. Children must remain supervised at all times and in the rented rooms throughout the event.

Villa Meeting House Rental

- A. User has available the two (2) grills, horse shoes, covered patio, shuffleboard and bocce ball area.
- B. User is responsible for returning bar seating to the brick wall opposite the grills.
- C. User has access to the covered patio and tables and chairs.

5. **AUTHORIZED USERS.** An Owner/Resident may rent the Community Center (or Villa Meeting House if a Villa resident) for any private activities or events, except for events that can be characterized as commercial or political events as determined by the Board of Directors of the Salem Fields Community Association (SFCA)

Any Owner/Resident requesting to rent the Premises must be in good standing with the SFCA (this includes being current on SFCA assessments and having an account with no violation charges).

6. **ONSITE USER PRESENCE.** The User signing this Agreement shall be on the Premises for the duration of the Rental Period. The Association shall require the User to present a current driver's license or other valid picture identification to verify that they are the signing User.

The User signing this Agreement is responsible for the compliance of his/her guests, invitees, and contractors with the terms and conditions set forth in this Agreement and with the Association's covenants, rules and regulation. The Association has the right and authority to immediately terminate this agreement if the User is not on the Premises and/or if their guests, attendees or contractors violate any Association rules or regulations.

7. **CLEANING.** At the conclusion of User's event, User shall remove all personal items, supplies, and equipment; remove and properly dispose of trash, litter and debris; wipe all tables and chairs free of crumbs, stains, liquids, and return any Association-provided chairs, tables or other equipment to their original location in a neat and orderly manner, all of which must occur during the Rental Period.
8. **COMPLIANCE WITH LAWS.** User agrees to comply with all federal, state, municipal laws and ordinances and all Association covenants while using the Premises.
9. **FIREARMS.** No firearms are permitted at any time on Association common area and the Premises covered by this Rental Agreement.
10. **PETS.** No pets other than service animals are permitted.
11. **ALCOHOLIC BEVERAGES AND ILLEGAL SUBSTANCES.** User shall not serve or sell alcoholic beverages to minors or allow the consumption of alcohol by any minors on the Premises. Under no circumstances shall the User serve, sell, purchase, allow the use of, or bring any illegal or controlled substances upon the Premises.
12. **FIREWORKS.** Legal and illegal fireworks (including sparklers) are prohibited on Association common areas. Users of the Premises are responsible for enforcing this prohibition as to guests, invitees and contractors throughout the Rental Period.
13. **SMOKING/VAPING.** Smoking and vaping are not permitted within any portion of the Premises.

14. **RESPONSIBILITY FOR PERSONAL EQUIPMENT.** User shall be responsible for any and all equipment, supplies, and materials necessary for the use and enjoyment of the Premises for User's event, except for the furnishings and fixtures presently on the Premises. The Association assumes no responsibility and specifically disclaims any liability for any loss or damage to the equipment, supplies and materials belonging to or brought upon the Premises by User, his/her guests or invitees.
15. **NOISE AND NUISANCE ORDANCES.** The User agrees to comply with any and all Spotsylvania County Noise and Nuisance Ordinances. The User agrees to monitor the conduct of the attendees in order to avoid disturbing other residents.
16. **ADJACENT PROPERTIES.** The User, his/her guests, invitees and contractors shall have no unreasonable adverse effect upon or create a disturbance relative to adjacent residences, owners, residents and their guests.
17. **INDEMNIFICATION.** The User shall be fully liable for and hereby indemnifies and agrees to hold harmless the Association, its Board of Directors, agents, other members, resident, guests, tenants and Managing Agent from any and all injuries, deaths, damages, causes of actions, claims or obligations, and any consequential and incidental damages, attorneys' fees or costs arising out of or related to any acts, omissions, negligence or gross negligence or on the part of the User or his/her guest caused during the Rental Period.
18. **AVAILABILITY OF PREMISES.** In the event that subsequent to the execution of this Agreement by the parties but prior to the Rental Period the Premises for any reason becomes unavailable for User's event, User shall be entitled to a full and prompt refund of the Rental Fee.
19. **ASSOCIATION'S DUTIES.** The Association is responsible to perform the following duties:
- a. Availability. The Association shall make the Premises available to the User for the User's exclusive use and enjoyment during the entire term of the Rental Period.
 - b. Utilities. During the Rental Period, the Association shall provide and pay for all lights, heat, water and sewer charges reasonably necessary for the proper use and enjoyment of the Premises. The Association does not, however, guarantee the performance or quality of these utilities and shall not be liable for any interruptions in these services that are beyond the Association's control or responsibility.
20. **ASSIGNABILITY OF THE AGREEMENT.** This Agreement shall not be assigned for any reason.

21. **REFUNDS:** No refund will be given if cancellation is less than 4 days prior to the rental agreement date. Paid funds may not be used toward a future rental period. All cancellations are subject to a \$25.00 administration fee.

22. **BINDING OBLIGATION OF ENTIRE AGREEMENT.** This Agreement (with applicable Exhibit) shall constitute the entire agreement between the parties. No variance or modification of this Agreement shall be valid or enforceable except by another agreement, in writing, executed and approved in the same manner as this Agreement.

APPLICANT(S):

I (we) hereby acknowledge that I (we) have read and agree to the terms and conditions of this Agreement.

SFCA OWNER/AUTHORIZED TENANT

NAME: _____

ADDRESS: _____

PHONE: _____ CELL: _____

EMAIL: _____

SIGNATURE: _____ DATE: _____

EXHIBIT A

Salem Fields Community Center Rental Application

(This form must be completed and initialed/dated by Applicant(s))

Name of Applicant(s) _____

Address _____

Phone (H) _____ (C) _____

(W) _____ Email: _____

Date Requested: _____ Time Requested: _____

Type of Event: _____ Number of Guests: _____

(Checks shall be made payable to and from a resident of the Salem Fields Community Association)

Daily Rental Fee: \$300.00 Hourly Rental Fee: \$30/hour: # of hours _____ Amount \$ _____

Check Number: _____ Check Number: _____

****Note:** There is a 3 hour minimum for all Community Center Rentals, which includes set up and clean up**

The Community Center must be VACATED NO LATER THAN 10:00 pm.

The maximum number of people who may occupy the SFCC room is 96.

Initials of Applicant(s): _____	Initials of SFCA Rep: _____	Date: _____
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APPLICANT(S)

I (we) hereby acknowledge that I (we) have read and agree to the terms and conditions of this agreement. I (we) agree to be bound to the requirements and terms and conditions set forth in this contract. If there is damage to the SFCC in excess of the Rental Fee, I (we) will pay the additional changes, any such charges are collectible in the same manner as an assessment against my (our) lot. I (we) agree that should I (we) fail to pay the damage to the SFCC space in excess of the Rental Fee and the SFCA must file suite in Spotsylvania County to enforce this Agreement, (we) will pay the SFCA Attorneys' fees.

I (we) hereby indemnify and hold the SFCA, its members, directors, officers, employees, guest and agents harmless from any all liabilities, suits, judgments, costs and expenses, including attorney's fees, arising from the performance of this agreement or any act, omission, or negligence.

Signature(s): _____ Date: _____

Printed Name(s) and Address: _____

Signatures: _____

Office Use Only:

Received By: _____ Date: _____ Verified Residency: Yes ___ No ___

If Declined, reason: _____

Event Approved by: _____ Title: _____ Date: _____

This signed (and initialed/dated on each page) SFCC Rental Agreement, accompanied by payment, should be delivered to the Salem Fields Community Association, 11125 Rappahannock Drive, Fredericksburg, VA 22407

The Salem Fields Community Center will be rented after:

- A) The SFCA has confirmed that the applicant is an eligible Owner or Resident; and
- B) The SFCA has confirmed that the SFCC is available for the specified date and time; and
- C) The SFCA has determined that the rental is for an approved event; and
- D) The SFCA has received an original signed contract and application appropriately initialed on each page along with the required payment.

Initials of Applicant(s): _____	Initials of SFCA Rep: _____	Date: _____
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EXHIBIT B

Salem Fields Villa Meeting House Rental Application

(This form must be completed and initialed/dated by Applicant(s))

Name of Applicant(s) _____

Address _____

Phone (H) _____ (C) _____

(W) _____ Email: _____

Date Requested: _____ Time Requested: _____

Type of Event: _____ Number of Guests: _____

(Checks shall be made payable to and from a resident of the Salem Fields Community Association)

Daily Rental Fee: \$300.00 Hourly Rental Fee: \$30/hour: # of hours _____ Amount \$ _____

Check Number: _____ Check Number: _____

****Note:** There is a 3 hour minimum for all Villa Meeting House Rentals, which includes set up and clean up**

The Villa Meeting House must be VACATED NO LATER THAN 10:00 pm.

The maximum number of people who may occupy the Villa Meeting House is 109.

Initials of Applicant(s): _____	Initials of SFCA Rep: _____	Date: _____
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APPLICANT(S)

I (we) hereby acknowledge that I (we) have read and agree to the terms and conditions of this agreement. I (we) agree to be bound to the requirements and terms and conditions set forth in this contract. If there is damage to the Villa Meeting House in excess of the Rental Fee, I (we) will pay the additional changes, any such charges are collectible in the same manner as an assessment against my (our) lot. I (we) agree that should I (we) fail to pay the damage to the Villa Meeting House space in excess of the Rental Fee and the SFCA must file suite in Spotsylvania County to enforce this Contract, I (we) will pay the SFCA Attorneys' fees.

I (we) hereby indemnify and hold the SFCA, its members, directors, officers, employees, guest and agents harmless from any all liabilities, suits, judgments, costs and expenses, including attorney's fees, arising from the performance of this agreement or any act, omission, or negligence.

Signature(s): _____ Date: _____

Printed Name(s) and Address: _____

Signatures: _____

Office Use Only:

Received By: _____ Date: _____ Verified Residency: Yes ___ No ___

If Declined, reason: _____

Event Approved by: _____ Title: _____ Date: _____

This signed (and initialed/dated on each page) Villa Meeting House Rental Agreement, accompanied by payment, should be delivered to the Salem Fields Community Association, 11125 Rappahannock Drive, Fredericksburg, VA 22407

The Villa Meeting House will be rented after:

- A) The SFCA has confirmed that the applicant is an eligible Owner or Resident; and
- B) The SFCA has confirmed that the SFCC is available for the specified date and time; and
- C) The SFCA has determined that the rental is for an approved event; and
- D) The SFCA has received an original signed contract and application appropriately initialed on each page along with the required payment.

Initials of Applicant(s): _____ Initials of SFCA Rep: _____ Date: _____

SALEM FIELDS
Community Association Access Card Application

Resident passes are to gain admission to the Community Center and Pool. Cards will be issued to residents in good standing (fees current and no outstanding violations). All residents who are 3 years old and over will be issued first time passes at no charge. The replacement charge for lost or damaged passes will be \$25.00 for each lost/damaged pass.

PLEASE NOTE: Passes will not be issued to any Renter without a current lease and proper forms on file with the Management Office. Passes will not be issued to anyone with an outstanding balance on their assessment account or outstanding violations.

Highlighted sections are for office use only.

Name: _____ Street Address: _____

Contact Number: _____ Email: _____

Emergency Contact Name: _____

Emergency Phone Number: _____

Residents 12 and older – Yellow Pass

Name: _____ Age: _____ Card #: _____

Name: _____ Age: _____ Card #: _____

Name: _____ Age: _____ Card #: _____

Name: _____ Age: _____ Card #: _____

Resident age 3 – 12 – Orange Pass

Name: _____ Age: _____ Card #: _____

Name: _____ Age: _____ Card #: _____

Name: _____ Age: _____ Card #: _____

Name: _____ Age: _____ Card #: _____

Guest Pass Card #: _____

The holders of these passes agree to abide by the Declaration of Salem Fields Community Association and the rules and regulations which govern activities of the pool and other facilities. I understand this membership may be revoked if such Declaration, Rules and Regulations are not adhered to. I certify that all holders of this pass are in proper physical condition and good health to safely use these facilities, and all holders assume personal responsibility for undertaking the appropriate due care in mitigating the inherent personal risks of injury when using the swimming pool and using other facilities. I certify that all individuals listed above have read and/or fully understand the rules and regulations, and that I am a member of the Association in good standing (i.e. all assessments are paid in full; I am not in violation of any architectural guidelines, etc.). I understand that these memberships may be revoked at any time if I should lose my "good standing" status.

Signature of Resident: _____ Date: _____

of Yellow Passes: _____ | # of Orange Passes: _____ | Guest Pass: _____ | Special Pass: _____

Salem Fields Community Association

11125 Rappahannock Drive
Fredericksburg, VA
540-548-3487

SFCA.Manager@fsresidential.com

BALL COURT KEY FORM

Ball Courts Are Private Property of Salem Fields Community Association

Official Homeowner Name: _____

Homeowner (SFCA) Address: _____

Contact Number: _____

Email: _____

Date Key Received _____

Initials are required:

_____ I understand that I am fully responsible for the key that I receive.

_____ I understand that there is only one (1) key provided to each address. One (1) official Homeowner of the address can obtain one (1) key.

_____ If I lose my key or it is stolen, I understand that I will be charged \$250 for a replacement key. I can only pay with check or money order. Payments will be made out to Salem Fields Community Association. No exceptions to or waivers of this fee will be permitted.

_____ I understand that if I sell my home. I have to return my key to the onsite management office or my account will be charged \$250 for this key. No exceptions to or waivers of this fee will be permitted.

_____ I understand that I shall not allow my key to be shared with person(s) outside of my household, unless it is a Leaseholder whom I am responsible for.

_____ I understand that I shall not allow anyone access to the ball courts that are not my personal guests or occupants of my home.

_____ I understand that any occupants of my home that use the key shall be aware of the responsibilities of holding the key.

_____ If my home is a rental property, I am responsible for distributing the key to my Leaseholder if I wish for them to have access to the ball courts. If the Leaseholder moves out of the home then the key is to return to me, the Owner, for the next Leaseholder to use.

_____ I understand that the courts are for private use. The courts shall not be used for coaching teams or business purposes.

_____ I understand that all Owners, Occupants and Tenants of my home shall follow the ball court rules, along with all other governing policies for the community amenities.

- Be respectful of others at all times.
- Always use behavior that is not disruptive to others.
- No pets allowed inside the ball courts.
- No profanity.

- No littering. There are two trashcans are located near the courts.
- No violence, arguing or hostility towards others.
- No gambling.
- No alcohol or drug use.
- No stereos, Bluetooth speakers, radios, etc.
- No smoking.
- No bullying.
- No court access to any person(s) without a key.
- No access to non-residents of Salem Fields Community Association.
- No vandalism.
- No use of chalk or chalk paint inside the courts.
- No toys, scooters, skateboards, bicycles, etc. The surfaces are for tennis, pickle ball and basketball only.
- No motorized or battery powered vehicles.
- No climbing or hanging on the fence, gates or netting in or around the courts.
- Business use, team coaching, etc. is prohibited.
- Secure the gate behind you.

_____ I understand that the ball court hours are 7 days a week, from dawn to dusk, however the hours are subject change as needed.

_____ I understand that it is my responsibility to ensure that the rules are followed by the Owners, Occupants, Tenants and Guests of my home. I understand that the ball courts are for the use of the community members. I understand completely that if myself, or any person(s), that I am responsible for, disregard the ball court rules and other governing policies specific to the SFCA amenities, we may lose our privileges to use the ball courts. Rules and policies are subject to change.

By signing below, I am acknowledging that I have read and understand the above details related to the use of the ball courts.

Printed Name

Signature

Printed Name & Signature Witness – SFCA Management Team

OFFICE USE ONLY:

Verified Official Homeowner: _____ Account Number: _____

Key Issued by: _____



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

Salem Fields Community Association

Budget



FirstService
RESIDENTIAL

SALEM FIELDS COMMUNITY ASSOCIATION

FISCAL YEAR 2022 BUDGET LETTER

Dear SFCA Homeowner(s),

Enclosed you will find the approved 2022 operating budget for the Association. The budget is the result of many hours of diligent work across three Special Budget meetings. The Board of Directors (BoD) partnered with the Management team to make every effort to regulate revenues and expenses in order to keep assessment fees as low as possible while still striving to provide you with quality services and facilities. Please take note of the following important information:

1. There is no increase to the General Assessment – it remains at \$67/month per home.
2. There is no increase to the Townhouse Assessment – it remains at \$21/month per home for a total assessment rate of \$88/month per home.
3. There is a 4% overall increase (\$5) to the Attached Villa Assessment – the new rate is \$58/month per home for a total assessment rate of \$125/month per home. *
4. There is a 2.4% overall increase (\$3) to the Detached Villa Assessment – the new rate is \$59/month per home for a total assessment rate of \$126/month per home. *
5. Payment coupons have been ordered and should be delivered by mid-December. If you do not receive your booklet by late December, please contact Customer Care at either of the following:
Telephone: (703) 385-1133 Email: AR@DCMetro.fsresidential.com
6. Owners enrolled in ClickPay (Auto-Pay) will **NOT** receive coupon booklets. Owners must **UPDATE** the requirement payment amount, if applicable, in ClickPay for an effective date of January 1, 2022. If you need assistance, call (888) 354-0135 and select Option #1.
7. As always, payments are due on or before the 1st of every month.

* The two increases in assessments were necessary to cover the costs associated with maintaining respective sections and limited common areas. For more information about how assessments are calculated, please see the Assessment Calculations attachment.

The newly elected BoD is committed to examining all options to reduce costs and increase non-assessment revenue streams to mitigate and minimize any future assessment increases. Together with you, our valued residents, we will continue to strive for excellence to ensure fair and affordable assessments and an enjoyable experience living in Salem Fields for all.

If you have any questions regarding the enclosed budget or your assessments, please contact the onsite management team at either (540) 548-3487 or SFCA.Management@fsresidential.com.

In Service,
SFCA Board of Directors

Reserve Analysis

The Salem Fields Community Association retained the firm of Facility Engineering Associates to provide a reserve analysis of current accumulated cash reserves, recommended funding, estimated useful life and estimated remaining life of the capital components for the period of 2016-2021. The reserve study is incorporated herein as part of the budget by reference. As of 12/31/2021, the recommended reserve fund balance is included in the chart below.

	Recommended YE 2021 Balance	Expected YE 2021 Balance	Recommended 2022 Contribution
General	\$313,922.00	\$341,938.00	\$72,391.00
Townhomes	\$344,665.00	\$317,739.00	\$32,560.00
Villa Meeting House	\$24,071.00	\$94,822.00	\$11,060.00
Attached Villa	\$350,740.00	\$439,588.00	\$54,361.00

Additional contributions and expenses affect the reserve balance annually. A copy of the association's reserve study is available at www.salemfieldscommunity.com or upon request.

IMPORTANT PAYMENT INFORMATION

Payment Reminder:

Payments are due on the 1st of each month.

Payment Mailing Address Change:

Our payment mailing address has changed. If you mail your payments using USPS, please use the following address for all future payments.

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

Who does this change affect?

This *payment address change* only affects those Owners who currently choose to pay their association fees via:

- Paper Check
- Money Order
- Online bill pay through their personal bank

If you use online bill pay through your bank, contact the bank to make this change and any other adjustments needed for the 2022 assessment amounts.

ClickPay:

Please log into your account or call ClickPay directly to make sure that you are paying the correct amount for the 2022 assessments beginning January 1, 2022. Please set up your payment schedule to post all payments by the 1st. The ClickPay customer service number is 1.888.354.0135. Their website is www.clickpay.com

(sld)

Salem Fields Comm Assoc
Operation Budget
January 01, 2022 - December 31, 2022



	2021 APPROVED BUDGET	2022 APPROVED BUDGET	REMARKS
ASSESSMENTS:			
ASSESSMENT INCOME	\$ 1,058,064	\$ 1,058,064	Income based on 1316 homes at \$67 to cover GEN common area costs
TOWNHOUSE ASSMTS	72,072	72,072	Income based on 286 homes at \$21 to cover TH limited common area costs
ATTACHED ASSMT	175,536	192,096	Income based on 276 homes at \$58 to cover ATV limited common area costs
DETACHED ASSMT	49,728	52,392	Income based on 74 homes at \$59 to cover DTV limited common area costs
TOTAL ASSESSMENT INCOME	\$ 1,355,400	\$ 1,374,624	
INTEREST INCOME:			
INTEREST	16,150	9,434	Interest on reserves
INTEREST HOMEOWNER	-	-	
TOTAL INTEREST INCOME	\$ 16,150	\$ 9,434	
OTHER INCOME:			
SWIM TEAM CONTRACT FEE		900	Swim team contract fees
LATE CHG INCOME	34,812	25,000	Late fee income
LEGAL CHG INCOME	12,816	15,000	Legal charge reimbursement
COLLECTION CHGS	10,332	10,338	Collection charge reimbursement
RESALE DISCLOSURE	6,000	15,000	Income from resale disclosure packets
COMM CTR RENTALS	4,500	3,000	Income from community center rentals
VMH CLUBHOUSE RENTAL	2,000	1,500	Income from VMH rentals
ADVERTISING INCOME	3,000	1,500	Income from newsletter advertising
ADMIN MISC	10,056	10,000	Income for recreational, bad debt, violations, administrative
NSF FEE	-	-	
BAD DEBT RECOVERY	-	-	
TOTAL OTHER INCOME	\$ 83,516	\$ 82,238	
TOTAL INCOME	\$ 1,455,066	\$ 1,466,296	
EXPENSES:			
ADMINISTRATIVE:			
BAD DEBT	384	2,557	Est. amount of uncollectable debt
BANK CHARGES	500	500	Bank charges & NSF fees
BOARD/ COMMITTEE EXPENSES	1,500	1,500	Costs of Board & Committee training
SOCIAL ACTIVITIES	7,500	7,500	Social activity expenses for HOA sponsored events
ADMINISTRATIVE OTHER	3,084	10,000	Administrative needs, access cards, website, office supplies
DEPRECIATION/AMORTIZ	2,000	-	
OFFICE EQUIP MAINTEN	3,300	4,000	Office equipment maintenance
OFFICE EQUIP LEASE	3,492	4,000	Office equipment leasing
POSTAGE	3,500	8,000	Postage
MEETING MINUTES	-	3,600	Costs for recording secretary
RETURN CHECK PROCESSING	-	-	
PAYMENT PROCESSING FEES	8,400	9,000	Costs of coupon books & account set fees
COLLECTION COSTS	8,100	8,000	Costs of collections
RESALE DISCLOSURES	6,000	15,000	Costs of resale information
TOTAL ADMINISTRATIVE	\$ 47,760	\$ 73,657	
REPAIRS & MAINTENANCE:			
GENERAL REP/ MAINTENANCE	10,747	10,000	Costs of general maintenance, wet stations supplies, irrigation
TOTAL REPAIRS & MAINTENANCE	\$ 10,747	\$ 10,000	
GROUNDS MAINTENANCE-COMMON:			
GROUNDS MAINTENANCE	197,260	193,000	Contracted costs of professional landscape
LANDSCAPING PROJECTS	8,624	3,500	Costs of landscape enhancements & tree work
TOTAL GROUNDS MAINT-COMMON	\$ 205,884	\$ 196,500	
CONTRACTS:			
TRASH REMOVAL	229,485	229,500	Contracts costs for trash & recycling
COMMUNITY CLEANUP	10,800	10,800	Contracts costs for clean up & wet station maintenance in common area
TOTAL CONTRACTS	\$ 240,285	\$ 240,300	
UTILITIES:			
ELECTRICITY	61,218	61,000	Projected costs for street light electricity
WATER & SEWER	15,000	8,000	Projected costs water/sewer usage
TOTAL UTILITIES	\$ 76,218	\$ 69,000	
POOL OPERATIONS:			
POOL MANAGEMENT	60,000	63,500	Contracted costs of professional pool management
POOL REPAIRS	2,500	1,500	Costs for pool maintenance & repairs
TOTAL POOL OPERATIONS	\$ 62,500	\$ 65,000	
COMMUNITY CENTER:			
ELECTRICITY	6,000	6,000	Projected costs for electricity usage

(sld)

Salem Fields Comm Assoc
Operation Budget
January 01, 2022 - December 31, 2022



	2021 APPROVED BUDGET	2022 APPROVED BUDGET	REMARKS
GAS	1,800	1,850	Projected costs for gas usage
WATER & SEWER	1,700	10,000	Projected costs for water & sewer usage
CLEANING SERVICES	3,348	5,200	Contracted costs for cleaning services
JANITORIAL SUPPLIES	1,500	1,500	Costs for janitorial supplies
TELECOMMUNICATIONS	5,160	5,500	Costs for telephone, internet & cable services
SECURITY	4,116	4,116	Costs for security monitoring
SNOW REMOVAL	5,000	5,000	Costs for snow maintenance
TOTAL COMMUNITY CENTER	\$ 28,624	\$ 39,166	
VILLA MEETING HOUSE:			
LANDSCAPE ENHANCEMENTS	4,213	3,000	Costs of landscape enhancements & tree work
GROUNDS MAINTENANCE	4,994	4,994	Contracted costs of professional landscape
ELECTRICITY	1,800	1,800	Projected costs for electricity usage
GAS	1,000	2,000	Projected costs for gas usage
WATER & SEWER	1,575	2,000	Projected costs for water & sewer usage
CLEANING SERVICES	3,348	5,200	Contracted costs for cleaning services
JANITORIAL	750	750	Costs for janitorial supplies
TELECOMMUNICATIONS	2,700	2,700	Costs for telephone, internet & cable services
GENERAL MAIN REPAIR/ SUPPLIES	1,500	1,500	Costs of general maintenance
SECURITY	500	420	Costs for security monitoring
SNOW REMOVAL	2,000	500	Costs for snow maintenance
VILLA SOCIAL	-	-	Social activity expenses for Villa Owner sponsored events
TOTAL VILLA MEETING HOUSE	\$ 24,380	\$ 27,364	
PROFESSIONAL FEES:			
AUDIT/TAX PREP	8,000	8,000	Costs for audit and taxes by Independent
INSURANCE	15,000	16,000	Costs of general liability, fidelity, Directors & Officers
LEGAL GENERAL	19,000	15,000	Counsel for matters other than collections
LEGAL COLLECTIONS	18,500	18,000	Collection action by the Attorney
MANAGEMENT SERVICES	315,000	315,000	Contract costs for professional management and onsite staff
TOTAL PROFESSIONAL FEES	\$ 375,500	\$ 372,000	
TAXES & LICENSES:			
INCOME TAXES	17,301	8,000	Allowances for federal and state income taxes
LICENSES / PERMITS	2,100		
TOTAL TAXES & LICENSES	\$ 19,401	\$ 8,000	
TOWNHOUSE:			
GROUNDS MAINTENANCE			
TOWNHOUSE	27,381	28,750	Contracted costs for professional landscapes
SNOW REMOVAL TOWNHOUSE	14,595	10,000	Costs for snow maintenance on private TH streets
TOTAL TOWNHOUSE	\$ 41,976	\$ 38,750	
ATTACHED VILLAS:			
GROUNDS MAINTENANCE ATV	93,417	98,138	Contracted costs for professional landscapes
SNOW REMOVAL ATV	4,279	10,000	Costs for snow maintenance on private ATV streets
TOTAL ATTACHED VILLAS	\$ 97,696	\$ 108,138	
DETACHED VILLAS:			
GROUNDS MAINTENANCE DTV	42,534	44,599	Contracted costs for professional landscapes
TOTAL DETACHED VILLAS	\$ 42,534	\$ 44,599	
OTHER:			
RESERVES REPLACEMENT RESERVES	70,283	72,391	Contribution to general reserves
RESERVES TOWNHOUSE	31,612	32,560	Contribution to townhome reserves
RESERVES VMH RESERVES	10,738	11,060	Contribution to Villa Meeting House reserves
RESERVES ATTACHED VILLAS RSV	52,778	54,361	Contribution to attached villa reserves
INTEREST CONTRIB	16,150		
TOTAL OTHER	\$ 181,561	\$ 170,372	
TOTAL EXPENSES AND RESERVES	\$ 1,455,066	\$ 1,462,846	
NET EXCESS/(DEFICIT)	-	3,450	

FY2022 SFCA ASSESSMENT CALCULATIONS

AN EXPLANATION ON HOW ASSESSMENTS ARE CALCULATED

Dear SFCA Homeowners,

Understanding the SFCA operating budget and assessments can be a little tricky. We hope that this will help homeowners to feel confident in their understanding of how assessments are calculated. We will use FY2022 numbers as the basis for this letter

GENERAL ASSESSMENT

The General Assessment is applicable to all homes in Salem Fields. This assessment covers expenses for grounds, facilities, management, communications, and other expenses that are equally applicable to every lot. The General Assessment is calculated from the following numbers:

Total Expected Expenses (Sum of all categories of expenses)
Total Expected Other Income (Interest & Other, this is **NON**-assessment income)
Total Expected Limited Expenses (Townhouse, Villa, Attached Villa, & Detached Villa)*
Total number of homes in Salem Fields
12 months in a year

Beginning with the Total Expected Expenses, we subtract the Total Expected Other Income. Next, we subtract any expenses that are **NOT** applicable to the entire community - the Limited Expenses for the Townhouses and Villas. The remaining amount is then divided by the Total Number of Homes for the portion that each lot is responsible for. That number is then divided by 12 months to generate the monthly assessment rate. You may notice once division is involved, there are only whole numbers that are rounded for ease of projections and calculations.

Total Expected Expenses		\$1,462,846	=
Total Expected Other Income	-	\$ 91,672	\$1,371,174
Total Expected Limited Expenses	-	\$ 316,832	\$1,054,342
Total Number of homes in Salem Fields	÷	1316	\$ 801
Months in the year	÷	12	\$ 67

Given our anticipated revenues and expenses, the previous General Assessment of \$67/month per home is exactly where it needs to be. Therefore, no increase was necessary nor reduction possible.

*NOTE: These numbers include the contributions made by applicable sections to their respective Reserves funds. Having Reserves funds is required by law for certain categories of unplanned expenses.

LIMITED ASSESSMENTS

Limited Assessments are extra assessments *on top of* the General Assessment which applies to all homes. There are three (3) Limited Assessments that exist in Salem Fields:

Townhouse
Attached Villa
Detached Villa

These assessments cover expenses that are *unique* to any section of Salem Fields. For example, the Villa Meeting House (VMH) is a limited common area facility, meaning it is reserved for use by Villa owners (and their guests). The line items for Grounds Maintenance and Snow Removal under each respective section are the portions of our overall contracts that have been calculated expressly for the care of the individual sections.

TOWNHOUSE ASSESSMENT

The Townhouse (TH) Limited Assessment is calculated from the following numbers:

Total Expected Townhouse Expenses
Expected Reserves contribution (specifically the Townhouse account, indicated by Reserves Study)
Total number of Townhouses
12 months in a year

Beginning with the Total Expected Townhouse Expenses, we add in the Expected Reserve contribution needed as indicated by the Reserves Study. Then we divide by the number of Townhouses and again by 12 months to generate the monthly amount that each TH lot is responsible for to cover the limited expenses of the section.

Total Expected Expenses (Townhouse)		\$38,750	=
Expected Reserves contribution	+	\$32,560	\$71,310
Total number of Townhouses	÷	286	\$ 249
Months in the year	÷	12	\$ 21

Given the anticipated expenses, the previous Townhouse Limited Assessment of \$21/month per home is exactly where it needs to be. Therefore, no increase was necessary nor reduction possible.

VILLA ASSESSMENTS

Calculating the Villa Limited Assessment takes a little extra time. This is because the Attached Villas and Detached Villas do not have equal number of houses, therefore they do not share equal burden, by section, of expenses for limited spaces that both sections can use, like the VMH. Each individual home is *still equally responsible* for their fair share of maintenance for combined Villa expenses, but since we calculate by section it will appear as different portions.

The portions of combined Villa expenses that the Attached and Detached Villas are responsible for are calculated from the following numbers:

- Total Expected VMH Expenses
- Expected Reserves Contribution (specifically to the VMH account, as indicated by Reserves Study)
- Total number of Villas
- Total number of Attached Villas
- Total number of Detached Villas

Beginning with the Total Expected VMH Expenses, we add in the Expected Reserves contribution for the VMH since this is open to *all* Villa owners. There are a few ways from here to find each section's portion. We have chosen to find the percentage of each section out of the entire Villa community and then take that percentage of the total combined expenses.

Total Expected VMH Expenses		\$27,364	=	
Expected Reserves contribution	+	\$11,060		\$38,424

	# Homes in section		Total # Villas		%		Expenses		Portion
Attached	276	÷	350	=	79%	*	\$38,424	=	\$30,355
Detached	74	÷	350	=	21%	*	\$38,424	=	\$ 8,069

Going forward, two numbers for this letter that you won't exactly see in the FY22 Budget are the above portions. We'll call them Expected VMH Portion – Attached and Detached respectively.

ATTACHED VILLA ASSESSMENT

The Attached Villa (AV) Limited Assessment is calculated from the following numbers:

- Total Expected Attached Villa Expenses
- Expected VMH Portion – Attached
- Expected Reserves contribution (specifically the AV account, indicated by Reserves Study)
- Total number of Attached Villas
- 12 months in a year

Beginning with the Total Expected AV Expenses, we add in the Expected VMH Portion as calculated above and the Expected Reserves contribution as indicated by the Reserves Study. Then we divide by the number of Attached Villas and again by 12 months to generate the monthly amount that each AV lot is responsible for to cover the limited expenses of the section.

Total Expected Expenses (AV)		\$108,138	=	
Expected VMH Portion - Attached	+	\$ 30,355		\$138,493
Expected Reserves contribution	+	\$ 54,361		\$192,854
Total number of Attached Villas	÷	276		\$698
Months in the year	÷	12		\$58

Given the anticipated expenses, the previous Attached Villa Limited Assessment of \$53/month per home is not sufficient to cover the Limited expenses that only apply to the Attached Villa section. Unfortunately, this resulted in a \$5/month per home increase for a new rate of \$58/month per home.

DETACHED VILLA ASSESSMENT

The Detached Villa (DV) Limited Assessment is calculated from the following numbers:

Total Expected Detached Villa Expenses
Expected VMH Portion – Detached
Total number of Detached Villas
12 months in a year

Beginning with the Total Expected DV Expenses, we add in the Expected VMH Portion as calculated above. The Detached Villas do not have their own Reserves account, so you will not see that included. We then divide by the number of Detached Villas and again by 12 months to generate the monthly amount that each DV lot is responsible for to cover the limited expenses of the section.

Total Expected Expenses (DV)		\$44,599	=
Expected VMH Portion - Detached	+	\$ 8,069	\$52,668
Total number of Detached Villas	÷	74	\$712
Months in the year	÷	12	\$59

Given the anticipated expenses, the previous Detached Villa Limited Assessment of \$56/month per home is not sufficient to cover the Limited expenses that only apply to the Detached Villa section. Unfortunately, this resulted in a \$3/month per home increase for a new rate of \$59/month per home.

We hope this has helped you to understand the assessments for the FY2022 Budget. If you have any questions, please don't hesitate to contact onsite Management at (540) 548-3487 or SFCA.Manager@fsresidential.com. You may also use the "Contact Us" form on the salemfieldscommunity.com website to reach the BoD directly.

We thank you for being such wonderful and engaged residents and look forward to partnering with you in the coming years.

In Service,
SFCA Board of Directors

Salem Fields Community Association

Financials



FirstService
RESIDENTIAL



Salem Fields C.A.
Financial Analysis
3/31/2022

These financial statements were prepared using the accrual basis of accounting as required by Generally Accepted Accounting Principles (GAAP), where income is recorded when it is earned and expenses are recorded when they are incurred.

The Association's revenue is being recorded in accordance with our policy regarding FASB ASC 606.

Balance Sheet Notable Items

Bank accounts over/approaching FDIC limit:

Bank	Amount
FVCBank	\$ 211,943
FVCBank	\$ 59,507
Signature Bank	\$ 299,313

For a full detailed list of bank accounts and interest rates please see the Cash Summary included in this package

Insurance Information:

Policy Type	Expiration Date
Business	6/10/2022
Umbrella	6/10/2022
D&O	6/10/2022
Workers Comp	6/10/2022

Reserve Expenditures:

- \$13,265 was disbursed from the Reserves funds in the current month to Continental Pools LLC and Powells Furniture for pool repair and final payment for furniture,

Income Statement Notable Items

- The Association has a Net Operating Excess of \$6,607 as of 03/31/22
- Bad Debt Expense (#50600) is \$280 for the current month. This line item consists of the Manager approved credits to homeowners' accounts.



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

Salem Fields Comm Assoc
 COMPARATIVE BALANCE SHEET AS
 OF
 03/31/2022

Account #		Current Month	Prior Month	Variance
	ASSETS			
	<i>OPERATING CASH:</i>			
10120 NCB	OPERATING CHECKING NATIONAL COOPERATIVE	101,944.44	106,159.68	(4,215.24)
10120 UB&T	OPERATING CHECKING UNION BK & TRUST	454.88	889.68	(434.80)
	TOTAL OPERATING CASH	102,399.32	107,049.36	(4,650.04)
	<i>CASH INVESTMENTS:</i>			
10200	MONEY MARKET	1,563,855.92	1,549,347.92	14,508.00
10800	INVESTMENT ACCT	176,900.13	176,898.63	1.50
	TOTAL CASH INVESTMENTS	1,740,756.05	1,726,246.55	14,509.50
	<i>OTHER CURRENT ASSETS:</i>			
11000	A/R ASSESSMENTS	43,384.44	42,655.02	729.42
11005	A/R RESALE DISCL	2,993.72	2,311.17	682.55
11010	A/R TOWNHOME ASSMT	4,741.72	4,736.80	4.92
11011	A/R ATTACHED ASSMT	1,289.53	1,954.04	(664.51)
11012	A/R DETACHED ASSMT	789.00	671.00	118.00
11600	A/R VIOLATIONS	6,892.06	5,152.06	1,740.00
11900	ALLOW FOR DOUBT ACTS	(60,946.25)	(60,946.25)	0.00
13010	A/R INCOME TAXES	3,700.00	3,700.00	0.00
13100	A/R LATE/ADMIN FEES	21,998.17	21,753.30	244.87
13106	A/R COLLECTION CHGS	2,522.84	3,004.23	(481.39)
13150	A/R RETURNED PYMT FEES	482.00	532.00	(50.00)
13200	A/R LEGAL FEES	1,496.79	1,496.79	0.00
15000	PREPAID EXPENSES	11,611.70	11,158.90	452.80
15010	PREPAID INSURANCE	2,947.00	4,213.00	(1,266.00)
17000	DUE TO/FROM RESERVES	(81,056.05)	(67,791.05)	(13,265.00)
	TOTAL OTHER CURRENT ASSETS	(37,153.33)	(25,398.99)	(11,754.34)
	<i>NON-CURRENT ASSETS:</i>			
18000	FIXED ASSETS	51,653.64	51,653.64	0.00
19000	ACCUM DEPRECIATION	(51,653.64)	(51,653.64)	0.00
	TOTAL NON-CURRENT ASSETS	0.00	0.00	0.00
	TOTAL ASSETS	1,806,002.04	1,807,896.92	(1,894.88)



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

Salem Fields Comm Assoc
 COMPARATIVE BALANCE SHEET AS
 OF
 03/31/2022

Account #		Current Month	Prior Month	Variance
LIABILITIES AND OWNERS EQUITY				
<i>CURRENT LIABILITIES:</i>				
20200	ACCRUED EXPENSES	41,708.89	29,618.00	(12,090.89)
20399	ESCHEATMENT PAYABLE	(680.12)	(680.12)	0.00
20433	DUE (TO)/FROM	91.00	91.00	0.00
20440	DUE TO/FROM RESERVES	(81,056.05)	(67,791.05)	13,265.00
22000	PREPAID ASSESSMENTS	139,513.87	133,934.98	(5,578.89)
22010	ACCELERATED ASSMTS	4,570.00	4,901.00	331.00
24000	INCOME TAXES PAYABLE	923.00	923.00	0.00
	TOTAL CURRENT LIABILITIES	105,070.59	100,996.81	(4,073.78)
<i>OWNERS EQUITY:</i>				
38000 38000	RESERVES REPLACEMENT RESERVES	302,870.82	310,102.82	7,232.00
38000 38100	RESERVES GEN OPER/CONTINGENCY	119,194.80	119,194.80	0.00
38000 39601	RESERVES ATTACHED VILLA	453,179.87	448,649.87	(4,530.00)
38000 39602	RESERVES VILLA MTG HOUSE	97,586.29	96,664.29	(922.00)
38000 39650	RESERVES TOWNHOUSE	325,881.71	323,168.71	(2,713.00)
38000 39900	RESERVES INTEREST	6,491.92	6,491.92	0.00
38000 39961	RESERVES CONTINGENCY FUNDS	(5,000.00)	(5,000.00)	0.00
38000 39962	RESERVES OPER EMERGENCY FUND	154,008.05	154,008.05	0.00
30498	PRIOR YR PENDING ADJ	14,404.25	14,089.29	(314.96)
30500	RETAINED EARNINGS	225,706.72	225,706.72	0.00
	NET EXCESS/(DEFICIT)	6,607.02	13,823.64	7,216.62
	TOTAL OWNERS EQUITY	1,700,931.45	1,706,900.11	5,968.66
	TOTAL LIABILITIES & OWNERS EQUITY	1,806,002.04	1,807,896.92	1,894.88



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

Salem Fields Comm Assoc
 INCOME STATEMENT
 03/31/2022

	CURRENT ACTUAL	CURRENT BUDGET	(OVER/UNDER BUDGET)	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D (OVER/ UNDER BUDGET)	ANNUAL BUDGET	ANNUAL (OVER/ UNDER BUDGET)
ASSESSMENTS:								
41000	GENERAL ASSESSMENTS	88,172.00	88,172	0.00	264,516.00	264,516	1,058,064	793,548.00
41010	TOWNHOUSE ASSESSMENTS	6,006.00	6,006	0.00	18,018.00	18,018	72,072	54,054.00
41054	ATTACHED ASSESSMENTS	16,008.00	16,008	0.00	48,024.00	48,024	192,096	144,072.00
41058	DETACHED ASSESSMENTS	4,366.00	4,366	0.00	13,098.00	13,098	52,392	39,294.00
	TOTAL ASSESSMENT INCOME	114,552.00	114,552	0.00	343,656.00	343,656	1,374,624	1,030,968.00
42000 42000	INTEREST INCOME:							
	INTEREST INTEREST	311.50	786	474.50	903.89	2,358	1,454.11	9,434
	INTEREST HOMEOWNER	170.33	0	(170.33)	484.75	0	(484.75)	0
	TOTAL INTEREST INCOME	481.83	786	304.17	1,388.64	2,358	969.36	9,434
	OTHER INCOME:							
43100	LATE FEE INCOME	2,975.00	2,083	(892.00)	11,550.00	6,249	(5,301.00)	25,000
43200	LEGAL CHG INCOME	469.01	1,250	780.99	3,658.75	3,750	91.25	15,000
43106	COLLECTION CHGS	408.53	862	453.47	3,066.17	2,586	(480.17)	10,338
43000 43900	VIOLATION FEES	1,740.00	0	(1,740.00)	1,740.00	0	(1,740.00)	0
43000 49500	RESALE DISCLOSURE PACKETS	3,022.26	1,250	(1,772.26)	5,046.89	3,750	(1,296.89)	15,000
43451	SWIM TEAM INCOME	0.00	75	75.00	0.00	225	225.00	900
43503	COMMUNITY CENTER RENTALS	0.00	250	250.00	0.00	750	750.00	3,000.00
43504	VMH CLUBHOUSE RENTAL	0.00	125	125.00	540.00	375	(165.00)	1,500
43750	ADVERTISING INCOME	0.00	125	125.00	280.00	375	95.00	1,500
43000 43001	ADMIN MISCELLANEOUS	0.00	833	833.00	25.00	2,499	2,474.00	10,000
43000 43150	MISC INC NSF FEE	200.00	0	(200.00)	400.00	0	(400.00)	0
44000	BAD DEBT RECOVERY	0.00	0	0.00	100.00	0	(100.00)	0
	TOTAL OTHER INCOME	8,814.80	6,853	(1,961.80)	26,406.81	20,559	(5,847.81)	82,238
	TOTAL INCOME	123,848.63	122,191	(1,657.63)	371,451.45	366,573	(4,878.45)	1,466,296
	EXPENSES:							
50600	ADMINISTRATIVE:							
	BAD DEBT EXPENSE	280.00	213	(67.00)	1,263.97	639	(624.97)	2,557
50700	BANK CHARGES	0.00	42	42.00	40.00	126	86.00	500
	TOTAL EXPENSES	280.00	255	25.00	1,303.97	765	(538.97)	3,057
	TOTAL INCOME LESS EXPENSES	123,568.63	121,936	(1,631.63)	368,147.48	358,808	(9,276.52)	1,463,239
	TOTAL NET INCOME	123,568.63	121,936	(1,631.63)	368,147.48	358,808	(9,276.52)	1,463,239



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

Salem Fields Comm Assoc
 INCOME STATEMENT
 03/31/2022

	CURRENT ACTUAL	CURRENT BUDGET	(OVER)UNDER BUDGET	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D (OVER) UNDER BUDGET	ANNUAL BUDGET	ANNUAL (OVER) UNDER BUDGET
50800	45.50	45	(0.50)	8,695.20	8,590	(105.20)	9,000	304.80
59600 59600	110.00	125	15.00	110.00	375	265.00	1,500	1,390.00
59420 59420	157.59	625	467.41	307.59	1,875	1,567.41	7,500	7,192.41
51500 51040	988.47	833	(155.47)	1,799.82	2,499	699.18	10,000	8,200.18
51100 51108	632.58	333	(299.58)	632.58	999	366.42	4,000	3,367.42
51100 51111	234.38	333	98.62	703.14	999	295.86	4,000	3,296.86
51300	300.00	300	0.00	1,500.00	900	(600.00)	3,600	2,100.00
51500 51010	117.30	667	549.70	342.21	2,001	1,658.79	8,000	7,657.79
51500 59000	1,007.10	667	(340.10)	3,071.10	2,001	(1,070.10)	8,000	4,928.90
51500 59500	3,022.26	1,250	(1,772.26)	5,048.89	3,750	(1,298.89)	15,000	9,953.11
TOTAL ADMINISTRATIVE	6,895.18	5,433	(1,462.18)	23,512.50	24,754	1,241.50	73,657	50,144.50
56500 56500	705.21	833	127.79	1,698.28	2,499	800.72	10,000	8,301.72
REPAIRS & MAINTENANCE: GENERAL RPRS & MAINTENANCE	705.21	833	127.79	1,698.28	2,499	800.72	10,000	8,301.72
TOTAL REPAIRS & MAINTENANC	705.21	833	127.79	1,698.28	2,499	800.72	10,000	8,301.72
57250 57250	16,531.13	16,083	(448.13)	49,593.39	48,249	(1,344.39)	193,000	143,406.61
54200 54200	500.00	292	(208.00)	1,300.00	876	(424.00)	3,500	2,200.00
LANDSCAPE ENHANCEMENT	500.00	292	(208.00)	1,300.00	876	(424.00)	3,500	2,200.00
TOTAL GROUNDS MAINT-COMMON	17,031.13	16,375	(656.13)	50,893.39	49,125	(1,768.39)	196,500	145,606.61
57000 57000	19,120.04	19,125	4.96	57,360.12	57,375	14.88	229,500	172,139.88
59605	900.00	900	0.00	2,700.00	2,700	0.00	10,800	8,100.00
CONTRACTS: TRASH REMOVAL COMMUNITY CLEANUP	900.00	900	0.00	2,700.00	2,700	0.00	10,800	8,100.00
TOTAL CONTRACTS	20,020.04	20,025	4.96	60,060.12	60,075	14.88	240,300	180,239.88
53000 53000	7,579.95	5,083	(2,496.95)	12,558.19	15,249	2,690.81	61,000	48,441.81
53200	26.01	667	640.99	64.03	2,001	1,936.97	8,000	7,935.97
UTILITIES: ELECTRICITY WATER & SEWER	26.01	667	640.99	64.03	2,001	1,936.97	8,000	7,935.97



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Salem Fields Comm Assoc
 INCOME STATEMENT
 03/31/2022

	CURRENT ACTUAL	CURRENT BUDGET	(OVER/UNDER BUDGET)	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D (OVER/UNDER BUDGET)	ANNUAL BUDGET	ANNUAL UNDER BUDGET
TOTAL UTILITIES	7,605.96	5,750	(1,855.96)	12,622.22	17,250	4,627.78	69,000	56,377.78
POOL OPERATIONS:								
POOL MANAGEMENT	10,583.00	12,700	2,117.00	10,583.00	12,700	2,117.00	63,500	52,917.00
POOL REPAIRS	0.00	125	125.00	0.00	375	375.00	1,500	1,500.00
TOTAL POOL OPERATIONS	10,583.00	12,825	2,242.00	10,583.00	13,075	2,492.00	65,000	54,417.00
COMMUNITY CENTER:								
ELECTRICITY	224.00	500	276.00	422.60	1,500	1,077.40	6,000	5,577.40
GAS	214.00	154	(60.00)	821.78	462	(359.78)	1,850	1,028.22
WATER & SEWER	697.80	833	135.20	292.47	2,499	2,206.53	10,000	9,707.53
CLEANING	0.00	433	433.00	0.00	1,299	1,299.00	5,200	5,200.00
JANITORIAL SUPPLIES	124.28	125	0.72	374.54	375	0.46	1,500	1,125.46
COMMUNICATIONS	484.44	458	(26.44)	990.12	1,374	383.88	5,500	4,509.88
SECURITY	342.90	343	0.10	1,028.70	1,029	0.30	4,116	3,087.30
SNOW REMOVAL	634.62	417	(217.62)	1,440.05	1,251	(189.05)	5,000	3,559.95
TOTAL COMMUNITY CENTER	2,722.04	3,263	540.96	5,370.26	9,789	4,418.74	39,166	33,795.74
VILLA MEETING HOUSE:								
LANDSCAPING-VMH	0.00	250	250.00	0.00	750	750.00	3,000	3,000.00
GROUNDS MAINTENANCE-VMH	422.08	416	(6.08)	1,266.24	1,248	(18.24)	4,994	3,727.76
ELECTRICITY	100.00	150	50.00	188.48	450	261.52	1,800	1,611.52
GAS	165.94	167	1.06	524.81	501	(23.81)	2,000	1,475.19
WATER & SEWER	22.42	167	144.58	462.49	501	38.51	2,000	1,537.51
CLEANING	0.00	433	433.00	0.00	1,299	1,299.00	5,200	5,200.00
JANITORIAL SUPPLIES	134.46	63	(71.46)	465.27	189	(276.27)	750	284.73
COMMUNICATIONS	304.80	225	(79.80)	749.80	675	(74.80)	2,700	1,950.20
MAINTENANCE REPAIRS/SUPPLIES	0.00	125	125.00	292.00	375	83.00	1,500	1,208.00
SECURITY	104.85	35	(69.85)	209.70	105	(104.70)	420	210.30
SNOW/ICE REMOVAL	0.00	42	42.00	0.00	126	126.00	500	500.00
SOCIAL ACTIVITIES/SUPPLIES	333.88	208	(125.88)	333.88	624	290.12	2,500	2,166.12
TOTAL VILLA MEETING HOUSE	1,588.43	2,281	692.57	4,492.67	6,843	2,350.33	27,364	22,871.33



FirstService Residential
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 Fairfax VA 22030

Salern Fields Comm Assoc
 INCOME STATEMENT
 03/31/2022

	CURRENT ACTUAL	CURRENT BUDGET	(OVER)UNDER BUDGET	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D (OVER) UNDER BUDGET	ANNUAL BUDGET	ANNUAL UNDER BUDGET
PROFESSIONAL FEES:								
50400 AUDIT/TAX PREPARATION	0.00	667	667.00	0.00	2,001	2,001.00	8,000	8,000.00
50200 50200 INSURANCE - GENERAL	1,266.00	1,333	67.00	3,798.00	3,999	201.00	16,000	12,202.00
50300 50301 LEGAL-GENERAL	0.00	1,250	1,250.00	3,200.00	3,750	550.00	15,000	11,800.00
50300 50300 LEGAL-COLLECTIONS	2,790.44	1,500	(1,290.44)	6,350.56	4,500	(1,850.56)	18,000	11,649.44
50000 MANAGEMENT FEES	32,083.02	26,250	(5,833.02)	72,897.59	78,750	5,852.41	315,000	242,102.41
TOTAL PROFESSIONAL FEES	36,139.46	31,000	(5,139.46)	86,246.15	93,000	6,753.85	372,000	285,753.85
TAXES & LICENSES:								
58000 INCOME TAXES	0.00	667	667.00	0.00	2,001	2,001.00	8,000	8,000.00
TOTAL TAXES & LICENSES	0.00	667	667.00	0.00	2,001	2,001.00	8,000	8,000.00
TOWNHOUSE:								
57250 57252 GROUND MAINTENANCE TH	2,254.24	2,396	141.76	6,762.72	7,188	425.28	28,750	21,987.28
57100 57102 SNOW REMOVAL-TH	0.00	833	833.00	9,128.01	2,499	(6,629.01)	10,000	871.99
TOTAL TOWNHOUSE	2,254.24	3,229	974.76	15,890.73	9,687	(6,203.73)	38,750	22,859.27
ATTACHED VILLAS:								
57250 57280 GROUND MAINTENANCE-ATV	7,778.06	8,178	399.94	23,334.18	24,534	1,199.82	98,138	74,803.82
57100 57114 SNOW-REMOVAL-ATV	0.00	833	833.00	16,913.43	2,499	(14,414.43)	10,000	(6,913.43)
TOTAL ATTACHED VILLAS	7,778.06	9,011	1,232.94	40,247.61	27,033	(13,214.61)	108,138	67,890.39
DETACHED VILLAS:								
57250 57285 GROUND MAINTENANCE-DET	0.00	3,717	3,717.00	7,089.00	11,151	4,062.00	44,599	37,510.00
54207 54209 LANDSCAPE ENHANCEMENT DET	3,544.50	0	(3,544.50)	3,544.50	0	(3,544.50)	0	(3,544.50)
TOTAL DETACHED VILLAS	3,544.50	3,717	172.50	10,633.50	11,151	517.50	44,599	33,965.50
OTHER:								



FirstService
RESIDENTIAL

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

Salem Fields Comm Assoc
INCOME STATEMENT
03/31/2022

	CURRENT ACTUAL	CURRENT BUDGET	(OVER)/UNDER BUDGET	Y-T-D ACTUAL	Y-T-D BUDGET	Y-T-D (OVER/ UNDER BUDGET)	ANNUAL BUDGET	ANNL (OVER/ UNDER BUDGET)	
68000 68000	REPLACEMENT RESERVES	6,033.00	6,033	0.00	18,099.00	18,099	0.00	72,391	54,292.00
68000 68310	RESERVES TOWNHOUSE	2,713.00	2,713	0.00	8,139.00	8,139	0.00	32,560	24,421.00
68000 68653	RESERVES VMH RESERVES	922.00	922	0.00	2,766.00	2,766	0.00	11,060	8,294.00
68000 68654	RESERVES ATTACHED VILLAS RSV	4,530.00	4,530	0.00	13,590.00	13,590	0.00	54,361	40,771.00
	TOTAL OTHER	14,198.00	14,198	0.00	42,594.00	42,594	0.00	170,372	127,778.00
	TOTAL EXPENSES AND RESERVE	131,065.25	128,607	(2,458.25)	364,844.43	368,876	4,031.57	1,462,846	1,098,001.57
	NET EXCESS/(DEFICIT)	(7,216.62)	(6,416)	800.62	6,607.02	(2,303)	(8,910.02)	3,450	(3,157.02)

SLD Salem Fields Comm Assoc
For Banks SD-NC to SD-NC
For All Vendors

FirstService Residential DC
11351 Random Hills Road
Suite 500
Fairfax VA 22030

Vendor	Name	Invoice Date	Voucher Description	Check	Check Date	Amount
GREAT1	GREATAMERICA FINANCIAL	02/24/2022	8599 02/24	102421	03/01/2022	234.38
CONTIN	CONTINENTAL POOLS INC	12/29/2021	INV 12/29	102422	03/02/2022	9,965.00
GREAT1	GREATAMERICA FINANCIAL	06/28/2021	8809 6/28/21	102423	03/02/2022	225.04
RAPPAH	RAPPAHANNOCK ELECTRIC CO	02/21/2022	1004 1/17-2/18	102424	03/02/2022	145.65
RAPPAH	RAPPAHANNOCK ELECTRIC CO	02/21/2022	1009 1/17-2/17	102425	03/02/2022	1,801.80
SHENAL	SHENANDOAH LANDSCAPE SVC	03/01/2022	INV 3/1	102426	03/02/2022	30,530.01
MTANN1	MATTHEW C TANNER	02/28/2022	INV 2/4	102427	03/02/2022	160.00
MTANN1	MATTHEW C TANNER	01/17/2022	INV 1/17	102427	03/02/2022	438.03
BROTH2	BROTHERS GROUNDS KEEPERS	02/25/2022	INV 2/25	102428	03/02/2022	150.00
FSRDC0	FIRSTSERVICE RESIDENTIAL	03/01/2022	INV 3/1	102429	03/04/2022	8,569.14
COLUM2	COLUMBIA GAS	02/21/2022	0008 1/20-2/18	102430	03/07/2022	201.76
COMCA2	COMCAST	02/25/2022	5862 3/01-3/31	102431	03/07/2022	484.44
EMARGR	E. MARGRIET LANGENBERG	02/28/2022	INV 2/28	102432	03/07/2022	462.47
EMARGR	E. MARGRIET LANGENBERG	02/28/2022	INV 02/28	102432	03/07/2022	600.00
EMARGR	E. MARGRIET LANGENBERG	02/28/2022	INV 02/28	102432	03/07/2022	1,115.00
SHENAL	SHENANDOAH LANDSCAPE SVC	03/03/2022	INV 3/3	102433	03/07/2022	800.00
LOYALH	LOYAL HYGIENE SOLUTIONS	03/01/2022	INV 3/1	102434	03/07/2022	12.95
LOYALH	LOYAL HYGIENE SOLUTIONS	03/01/2022	INV 3/1	102434	03/07/2022	111.33
LOYALH	LOYAL HYGIENE SOLUTIONS	03/01/2022	INV 3/1	102434	03/07/2022	127.53
FSRDC0	FIRSTSERVICE RESIDENTIAL	02/28/2022	INV 2/28	102435	03/07/2022	36.07
FSRDC0	FIRSTSERVICE RESIDENTIAL	02/28/2022	INV 2/28	102435	03/07/2022	2,005.03
SHIFF2	SHIFFLETTS WASTE SVC LL	02/28/2022	INV 3/1	102436	03/07/2022	19,120.04
BROTH2	BROTHERS GROUNDS KEEPERS	03/01/2022	INV 3/1	102437	03/07/2022	900.00
POWELL	POWELLS FURNITURE	03/03/2022	INV 3/3	102438	03/07/2022	3,300.00
FORCES	FORCE SECURITY SOLUTIONS	03/01/2022	INV 4/1-6/30	102439	03/15/2022	104.85
FORCES	FORCE SECURITY SOLUTIONS	03/01/2022	INV 4/1-6/30	102439	03/15/2022	1,028.70
FSRDC0	FIRSTSERVICE RESIDENTIAL	03/04/2022	INV 3/4	102440	03/15/2022	7,594.83
WEBSIT	WEBSITES FOR ANYTHING	03/01/2022	INV 3/1	102441	03/15/2022	360.00
CULLI2	CULLIGAN WATER	02/28/2022	INV 2/28	102442	03/15/2022	11.58
CULLI2	CULLIGAN WATER	03/07/2022	INV 3/7	102442	03/15/2022	6.96
BROTH2	BROTHERS GROUNDS KEEPERS	03/01/2022	INV 3/1	102443	03/15/2022	500.00
MELISS	MELISSA ROSE HEADLEY	02/18/2022	INV 2/18	102444	03/21/2022	300.00
COLUM2	COLUMBIA GAS	03/22/2022	0001 2/18-3/21	102445	03/28/2022	213.73
COMCA2	COMCAST	03/10/2022	9745 3/17-4/16	102446	03/28/2022	304.80
CONTIN	CONTINENTAL POOLS INC	03/01/2022	INV 4/1	102447	03/28/2022	10,583.00
FORCES	FORCE SECURITY SOLUTIONS	03/24/2022	INV 3/24/22	102448	03/28/2022	125.00
JCEHRL	J.C. EHRLICH CO INC	03/14/2022	INV 3/14	102449	03/28/2022	130.00
L&JCOP	L & J COPIER CLINIC	03/17/2022	INV 3/17	102450	03/28/2022	632.58
PITNE0	PITNEY BOWES GLOBAL	03/09/2022	3274 4/10-7/9	102451	03/28/2022	121.55
RAPPAH	RAPPAHANNOCK ELECTRIC CO	03/21/2022	1004 2/17-3/17	102452	03/28/2022	90.02
RAPPAH	RAPPAHANNOCK ELECTRIC CO	03/21/2022	1009 2/17-3/17	102453	03/28/2022	3,713.24
RAPPAH	RAPPAHANNOCK ELECTRIC CO	03/21/2022	1008 2/17-3/17	102454	03/28/2022	202.60
SHENAL	SHENANDOAH LANDSCAPE SVC	03/16/2022	INV 03/16	102455	03/28/2022	634.62
TRSRSP	TREASURER, SPOTSYLVANIA	03/10/2022	7706 1/22-2/24	102456	03/28/2022	21.14
TRSRSP	TREASURER, SPOTSYLVANIA	03/10/2022	8030 1/18-2/23	102457	03/28/2022	118.67
TRSRSP	TREASURER, SPOTSYLVANIA	03/10/2022	6838 1/22-2/24	102458	03/28/2022	23.01
FSRDC0	FIRSTSERVICE RESIDENTIAL	03/18/2022	INV 3/18	102459	03/28/2022	7,666.85
BROTH2	BROTHERS GROUNDS KEEPERS	03/18/2022	INV 3/18	102460	03/28/2022	50.00
MELISS	MELISSA ROSE HEADLEY	03/25/2022	INV 03/25	102461	03/29/2022	300.00
Entity Totals			116,333.40	0.00		116,333.40

Computer Checks: 116,333.40
Manual Checks: 0.00

SALIER FIELDS COMMUNITY ASSOCIATION

CASH ACCOUNT BAL SHEET MARCH 31, 2011

GL #	FINANCIAL DESCRIPTION	TYPE OF ACCOUNT	B/LA NUMBER DATE	PAID	BA NUMBER DATE	AMOUNT
14100-ACCB	ACCB	Operating	03/31/11			101,844.44
14100-ACCBT	Annual Union Fund	Bank Card	03/31/11			484.88
14100-ACCBT	Expense Fund	Money Market	03/31/11	0.00		266,111.88
14100-RTTRC	Trading Mutual	Money Market	03/31/11	0.00		201,888.83
14100-ACCBTND	Medigation Fund	Money Market	03/31/11	0.00		769,217.00
14100-ACCB	FUCBare	Money Market Contingency Fund	03/31/11	0.00		211,842.84
14100-ACCBT	FUCBare (1)	Money Market Operating Emergency Fund	03/31/11	0.00		64,807.00
14100-ACCBT	Budget Surplus	Investments	03/31/11	0.00		179,800.13
TOTAL						1,444,881.10

Note: Investments are owned by Salier Field. Any investments ending within 60 days of this report are a sale.

Fund deposits is reported by the FDC for up to \$250,000 per account institution. Any amounts in excess of that limit should be transferred to a separate fund. The following funds have drawings that exceed over the FDC insured limit: Medigation, Contingency Savings, Ltd Fund.

City Salier Field, your fund

Salem Fields Community Association

Auditor's Report

A graphic element consisting of a dark grey chevron pointing right, with a smaller, lighter grey chevron pointing left, overlapping it from above.

FirstService
RESIDENTIAL

SALEM FIELDS COMMUNITY ASSOCIATION

FINANCIAL STATEMENTS

DECEMBER 31, 2020

JOHNSON, BREMER & IGNACIO, CPAs, P.C.

3959 Pender Drive, Suite 112

Fairfax, Virginia 22030

JOHNSON, BREMER & IGNACIO, CPAs, P.C.

3959 Pender Drive, Suite 112
Fairfax, VA 22030
703/934-6650 • FAX 703/934-6654

Mary E. Johnson, CPA
Jose S. Ignacio, CPA

INDEPENDENT AUDITOR'S REPORT

email: cpa@jbicpa.com
website: www.jbicpa.com

To the Board of Directors of
Salem Fields Community Association

Report on the Financial Statements

We have audited the accompanying financial statements of Salem Fields Community Association, which comprise the balance sheet as of December 31, 2020, and the related statement of revenue and expenses, members' equity and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Salem Fields Community Association as of December 31, 2020, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of the Association's management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Disclaimer of Opinion on Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the supplementary information on future repairs and replacements on page 14 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Johnson, Bremer & Ignacio, CPAs, P.C.

JOHNSON, BREMER & IGNACIO, CPAs, P.C.

July 19, 2021

SALEM FIELDS COMMUNITY ASSOCIATION
BALANCE SHEET
DECEMBER 31, 2020

2020

ASSETS

Cash - operating	\$ 88,131
Cash - money market	935,287
Total cash	1,023,418
Certificates of deposit (note 1)	588,039
Accounts receivable - unit owners, net (note 2)	20,433
Accounts receivable - other	2,034
Prepaid expenses	25,968
Assets, net of depreciation (note 3)	669
 TOTAL ASSETS	 \$ 1,660 561

LIABILITIES AND MEMBERS' EQUITY

LIABILITIES:

Accounts payable	\$ 25,246
Income taxes payable	923
Prepaid assessments	110,264
Total liabilities	136 433

MEMBERS' EQUITY:

Reserve funds (notes 4 and 5)	1,319,895
Members' equity	204 233
Total members' equity	1 524 128

 TOTAL LIABILITIES AND MEMBERS' EQUITY	 \$ 1 660 561
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See accompanying notes and independent auditor's report

SALEM FIELDS COMMUNITY ASSOCIATION
STATEMENT OF REVENUE AND EXPENSES
FOR THE YEAR ENDED
DECEMBER 31, 2020

2020

REVENUE:

Assessments	\$ 1,341,707
Less reserve funds assessments	(160,262)
Operating assessments	1,181,445
Interest	20,231
Less interest transferred to reserve funds	(20,231)
Miscellaneous revenue	59,746
Total operating revenue	<u>1,241,191</u>

EXPENSES:

Administrative	57,673
Repairs and maintenance	13,745
Grounds maintenance - common	192,592
Trash/Recycle contract	216,312
Utilities	64,869
Pool operations	35,219
Community center	19,814
Villa meeting house	14,441
Professional fees	321,991
Taxes	5,627
Townhouse	26,976
Attached villas	89,376
Detached villas	40,729
Total expenses	<u>1,099,364</u>

EXCESS OF REVENUE OVER EXPENSES	<u>141,827</u>
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See accompanying notes and independent auditor's report

SALEM FIELDS COMMUNITY ASSOCIATION
STATEMENT OF MEMBERS' EQUITY
FOR THE YEAR ENDED
DECEMBER 31, 2020

	<u>Reserve Funds</u>	<u>Members' Equity</u>
Balance at December 31, 2019	\$ 1,332,671	\$ 62,406
Additions:		
Reserve funds assessments	160,262	
Transfer of interest to reserve funds	20,231	
Excess of revenue over expenses		141,827
Deduction:		
Reserve funds expenditures	<u>(193,269)</u>	
Balance at December 31, 2020	<u>\$ 1,319,895</u>	<u>204,233</u>

See accompanying notes and independent auditor's report

SALEM FIELDS COMMUNITY ASSOCIATION
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED
DECEMBER 31, 2020

	<u>2020</u>
Cash flows from operating activities:	
Excess of revenue over expenses	\$ 141,827
Adjustments needed to reconcile excess of revenue over expenses to net cash provided by operating activities:	
Reserve funds assessments	160,262
Transfer of interest to reserve funds	20,231
Reserve funds expenditures	(193,269)
Depreciation	1,239
(Increase) in accounts receivable - unit owners, net	(4,068)
Decrease in accounts receivable - other	3,962
Decrease in prepaid expenses	10,805
Increase in accounts payable	10,676
Increase in income taxes payable	923
Increase in prepaid assessments	6,560
Net cash provided by operating activities	<u>159,148</u>
Cash flows from investing activities:	
Purchase of certificates of deposit	(238,039)
Redemption of certificates of deposit	<u>175,000</u>
Net cash (used for) investing activities	<u>(63,039)</u>
Net increase in cash	96,109
Cash at beginning of year	<u>927,309</u>
Cash at end of year	<u>\$ 1,023,418</u>
Interest expense paid in cash during year	<u>\$ -</u>
Income taxes paid in cash during year	<u>\$ 106</u>

See accompanying notes and independent auditor's report

SALEM FIELDS COMMUNITY ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020

ORGANIZATION:

Salem Fields Community Association is a Virginia not for profit, non-stock corporation established by Declaration on August 9, 1999, pursuant to Chapter 10, Title 13.1 of the Code of Virginia. The purpose of the Association is to maintain the common areas, establish the means and methods of collecting assessments and charges, and perform all other acts that may be required or permitted by the Association's by-laws. The Association is comprised of 1,316 units, is located in Spotsylvania County, Virginia.

DATE OF MANAGEMENT REVIEW:

In preparing the financial statements, the Association evaluated events and transactions for potential recognition or disclosure through July 19, 2021, the date the financial statements were available to be issued.

SIGNIFICANT ACCOUNTING POLICIES:

Method of Presentation - The financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Reserve Funds - The Association's governing documents require that funds be accumulated for future major repairs and replacements. Accumulated funds are identified in a separate fund and generally are not available for expenditures for normal operations.

The study was conducted in 2006, with subsequent updates in 2011 and then again in 2016. It was prepared by an engineering firm that specializes in the preparation of reserve studies who estimated the remaining useful lives and the replacement costs of the components of common property. The estimates were based on future estimated replacement costs. The table included in the unaudited supplementary information on future major repairs and replacements is based on the study. The Board is funding for major repairs and replacements over the remaining useful lives of the components based on the study's estimates of current replacement costs and considering amounts previously accumulated in the repair and replacement fund.

(Continued)

SALEM FIELDS COMMUNITY ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020
(Continued)

SIGNIFICANT ACCOUNTING POLICIES:

Reserve Funds: (Continued)

Accumulated funds are identified in separate funds and generally are not available for expenditures for normal operations. Actual expenditures may vary from the estimated future expenditures, and the variations may be material. Therefore, amounts accumulated in the repair and replacement funds may not be adequate to meet all future needs for major repairs and replacements. If additional funds are needed, the Board of Directors has the right, subject to the provision of the legal documents, to increase regular assessments, pass special assessments, or delay major repairs and replacements until funds are available.

Income Taxes - In the year ended December 31, 2020, the Association filed its tax returns as a homeowners association recognizing the applicability of Internal Revenue Code Section 528, which exempts from taxation assessments, net of related expenses, used for the maintenance of the Association's common property and obtained from members as owners and not as payment for services rendered.

The Association's policy is to record interest expense or penalties related to income tax in operating expenses. For the year ended December 31, 2020, there were no penalties and interest paid.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the Association and recognize a tax liability if the Association has taken an uncertain position that more likely than not would not be sustained upon examination by the IRS. Management has analyzed the tax positions taken by the Association and has concluded that as of December 31, 2020, there are no uncertain positions taken or expected to be taken that would require recognition of a liability or disclosure in the financial statements. The Association is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

(Continued)

SALEM FIELDS COMMUNITY ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020
(Continued)

SIGNIFICANT ACCOUNTING POLICIES:

Assessments - Association members are subject to monthly assessments to provide funds for the Association's operating expenses and major repairs and replacements. Assessment revenue is recognized as the related performance obligations are satisfied at transaction amounts expected to be collected. The Association's performance obligations related to its operating assessments is satisfied over time on a daily pro-rata basis using the input method. The performance obligations related to the replacement fund assessments are satisfied when funds are assessed in accordance with the governing documents. Assessments receivable at the balance sheet date are stated at the amounts expected to be collected from outstanding assessments from owners. The Association's policy is to retain legal counsel to pursue collections from owners that are delinquent in paying their assessments. Any excess assessments at year-end are retained by the Association for use in the succeeding year. At December 31, 2020, the Association had delinquent assessments of \$20,433. It is the opinion of the Board of Directors that the Association will ultimately prevail against homeowners with delinquent assessments net of allowance for doubtful accounts.

The Association treats uncollectible assessments as variable consideration. Methods, inputs, and assumptions used to evaluate whether an estimate of variable consideration is constrained include consideration of past experience and susceptibility to factors outside the Association's control. The balances of assessments receivable net of allowance for doubtful accounts as of the beginning and end of the year are \$16,635 and \$20,433, respectively.

Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash Flows - For purposes of the statement of cash flows, checking and money market accounts are considered to be cash. Certificates of deposit held as true investments or for repair and replacement fund purposes are considered investments.

(Continued)

SALEM FIELDS COMMUNITY ASSOCIATION
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2020
 (Continued)

NOTE 1 - CERTIFICATES OF DEPOSIT:

The certificates of deposit as of December 31, 2020 with varying interest rates and maturities are shown below:

Account Type	Year of Maturity	2020
CDs	2021	\$ 588,039
Total certificates of deposit		\$ 588,039

NOTE 2 - ACCOUNTS RECEIVABLE - UNIT OWNERS, NET:

The Association established an allowance for doubtful accounts to more reasonably estimate the value of accounts receivable, at year-end.

	2020
Accounts receivable - unit owners	\$ 111,281
Less allowance for doubtful accounts	(90,848)
Accounts receivable - unit owners, net	20,433

NOTE 3 - ASSETS, NET OF DEPRECIATION:

The Association has capitalized various furniture and equipment components. These components have various methods of depreciation and useful lives. Total cost and accumulated depreciation amounts, as of December 31, 2020, are shown below.

	2020
Assets	\$ 51,654
Less accumulated depreciation	(50,985)
Assets, net of depreciation	669

(Continued)

SALEM FIELDS COMMUNITY ASSOCIATION
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2020
 (Continued)

NOTE 4 - RESERVE FUNDS:

The reserve funds are segregated into various accounts as shown below:

	<u>2020</u>
General reserves	\$ 288,287
Villa meeting house	84,082
Townhome	286,761
Attached villas	387,562
Subtotal	1,046,692
General operating/Contingency	119,195
Operating emergency	154,008
Total reserve funds	\$1,319,895

NOTE 5 - RESERVE FUNDS STATUS:

The cash and certificates of deposit available for the funds, after providing for liabilities, at year-end, are:

	<u>2020</u>
Cash	\$1,023,418
Certificates of deposit	588,039
Total cash and certificates of deposit	1,611,457
Less liabilities	(136,433)
Cash and certificates of deposit available for reserve funds	1,475,024
Less reserve funds	(1,319,895)
Excess	\$ 155,129

The above computation is a measurement of liquidity and not an indication of the adequacy of the funds for their intended purpose.

(Continued)

SALEM FIELDS COMMUNITY ASSOCIATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020
(Continued)

NOTE 6 - COVID-19 PANDEMIC:

The Covid-19 pandemic has developed rapidly in 2020, with a significant amount of cases. Measures taken by various governments to contain the virus have affected economic activity.

At this stage, the impact on the operation of the Association have not been significant and based on our experience to date we expect this to remain the case. We will continue to follow the various government policies and advice and we will continue our operation in the best and safest way possible without jeopardizing the health of our members.

The primary impact was the delay in opening the pool with reduced usage for social distancing. In addition, there was reduced availability or closing of some amenities such as the tennis and basketball courts, playgrounds and clubhouse facilities.

SALEM FIELDS COMMUNITY ASSOCIATION
 SCHEDULE OF EXPENSES
 FOR THE YEAR ENDED
 DECEMBER 31, 2020

	<u>2020</u>
Administrative:	
Bank charges	\$ 290
Coupons	7,110
Miscellaneous administrative	28,961
Depreciation	1,238
Office maintenance	3,593
Office equipment maintenance	1,875
Meeting minutes	1,595
Postage	7,527
Activities	5,484
Total administrative	<u>57,673</u>
Repairs and maintenance:	
General repairs and maintenance	<u>13,745</u>
Total repairs and maintenance	<u>13,745</u>
Grounds maintenance - common:	
Grounds maintenance	188,882
Landscape enhancements	<u>3,710</u>
Total grounds maintenance - common	<u>192,592</u>
Trash/Recycle contract	<u>216,312</u>
Utilities:	
Electricity	58,187
Water and sewer	<u>6,682</u>
Total utilities	<u>64,869</u>
Pool operations:	
Management	34,119
Pool repairs	<u>1,100</u>
Total pool operations	<u>35,219</u>

(Continued)

SALEM FIELDS COMMUNITY ASSOCIATION
 SCHEDULE OF EXPENSES
 FOR THE YEAR ENDED
 DECEMBER 31, 2020
 (Continued)

	<u>2020</u>
Community center:	
Electricity	\$ 4,380
Gas	1,524
Water and sewer	2,309
Cleaning	2,236
Telephone	4,878
Security	3,211
Fire safety	312
Hygiene supplies	964
Total community center	<u>19,814</u>
Villa meeting house:	
Grounds maintenance	4,446
Electricity	1,576
Gas	787
Water and sewer	1,814
Cleaning	1,397
Telephone	2,051
Repairs and maintenance	466
Landscaping	400
Fire safety	243
Hygiene supplies	946
Insurance	<u>1</u>
Total villa meeting house	<u>14,441</u>
Professional fees:	
Insurance	14,483
Legal - general	2,534
Legal - collections	30,573
Management	266,501
Audit and income tax preparation	<u>7,900</u>
Total professional fees	<u>321,991</u>
Taxes:	
Income taxes	<u>5,627</u>
Total taxes	<u>5,627</u>
Townhouse:	
Grounds maintenance	<u>26,976</u>
Total townhouse	<u>26,976</u>

(Continued)

SALEM FIELDS COMMUNITY ASSOCIATION
SCHEDULE OF EXPENSES
FOR THE YEAR ENDED
DECEMBER 31, 2020
(Continued)

	<u>2020</u>
Attached villas:	
Grounds maintenance	\$ 89,376
Total attached villas	<u>89,376</u>
Detached villas:	
Grounds maintenance	<u>40,729</u>
Total detached villas	<u>40,729</u>
 TOTAL EXPENSES	 <u>130,993,364</u>

SALEM FIELDS COMMUNITY ASSOCIATION
 SUPPLEMENTARY INFORMATION ON FUTURE
 MAJOR REPAIRS AND REPLACEMENTS
 DECEMBER 31, 2020
 (Unaudited)

An engineering firm that specializes in the preparation of reserve studies conducted a study in 2006, and prepared updates in 2011 and 2016 to estimate the remaining useful lives and the replacement costs of the existing capital components of common property. The estimates were based on future estimated replacement costs. The following table is based on the study and presents significant information about the capital components of common property.

<u>Components</u>	<u>2016 Estimated Remaining Useful Lives (Yrs)</u>	<u>2016 Estimated Future Replacement Costs</u>	<u>2021 Budgeted Funding Provisions</u>
General	1-20	\$ 1,516,692	\$
Villa meeting house	0-20	299,138	
Townhome	1-17	924,903	
Attached villas	0-16	<u>1,344,068</u>	
Total		<u>\$ 4,084,801</u>	<u>181,561</u>
Repair and replacement fund balance at December 31, 2020		<u>\$ 1,046,692</u>	

There are component cycles where replacement is less than 100%. Some components are excluded from this study. Please refer to the study for more complete information.

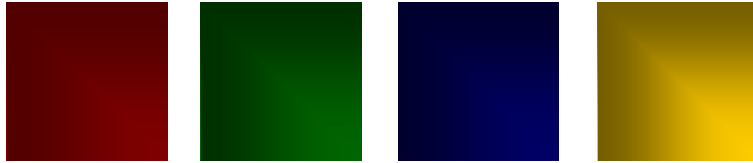
Please refer to Note 4 on page 9 of this report for the various reserve funds balances of the Association.

Salem Fields Community Association

Reserve Study



FirstService
RESIDENTIAL



FINAL Report of
Reserve Study Update

Salem Fields Community Association



FEA Project # R01.2016.008653
November 7, 2016

12701 Fair Lakes Circle, Ste 101
Fairfax, Virginia 22033
703.591.4855 tel
703.591.4857 fax
www.feapc.com



November 7, 2016

Salem Fields Community Association
11125 Rappahannock Drive
Fredericksburg, Virginia 22407

**ATTENTION: Mr. Mark Hastings
On Site Manager**

**SUBJECT: Final Report of Reserve Study Update
Salem Fields
Fredericksburg, Virginia
FEA Project R01.2016.008653**

Dear Mr. Hastings:

Facility Engineering Associates, P.C. (FEA) has completed this final report of our Reserve Study Update for Salem Fields, located in Fredericksburg, Virginia. This study was performed in accordance with the level of service defined by the National Reserve Study Standards of the Community Associations Institute (CAI) as a **Reserve Study Update with Site Visit (Level II)**. This included verification of component inventory, condition assessment, life and valuation estimates, a review of reserve fund status, and a reserve funding plan. Our scope of work was outlined in Proposal No. **P01.2016.008653**, which was authorized on March 31, 2016. A final report detailing the reserve study update was previously submitted on August 18, 2016. This updated report includes revisions to the budgeted contributions for 2016 and 2017 at the request of the Association.

Salem Fields maintains four separate reserve funds. The General Reserves are used to fund repairs and replacements of common elements used by the entire community, including the community center and recreational features. The Villas Meeting House Reserves are used for the Villas Meeting House facility, which is only used by residents of villa homes. The Townhome Reserves are used exclusively for the private streets, concrete curbs and gutters, sidewalks and storm drainage structures in the Townhome sections of the community. Finally, the Attached Villa Reserves are used exclusively for the private streets, concrete curbs and gutters, sidewalks and storm drainage structures in the attached villa home sections of the community.

Salem Fields provided FEA with reserve fund balances as of January 1, 2016, as well as the anticipated contributions for 2016. It was reported to FEA that the any interest earned on the reserve accounts is put into back into the reserve funds. On average earned interest is nearly 1%. According to this data, the reserve fund balances and annual contributions to each fund are as follows:

Reserve Fund	Reserves Balance as of 01/01/2016	2016 Contribution	Current Planned Funding Increases
General	\$ 356,818.93	\$63,840	3%
Villas Meeting House	\$ 54,729.33	\$9,000	3%
Townhomes	\$ 271,192.59	\$25,278	6%
Attached Villas	\$ 391,526.30	\$46,000	3%

The previous funding plan showed a recommended annual contribution increase of 6% for the Townhome reserve funds and a 3% annual increase for each of the General, Villas Meeting House, and Attached Villas reserve funds. While FEA recommends that the 6% annual increase be continued for the Townhome reserve contributions, the SFCA BOD has decided to delay any increase to reserve contributions until 2018. Despite the delaying the reserve increase FEA found that the Townhomes were still within the recommended funding levels.

The budgeted 2017 contributions for each fund are provided below with recommended increases starting in 2018:

Reserve Fund	Budgeted 2017 Contributions	Recommended Annual Increase (starting in 2018)
General	\$63,840	0.75%
Villas Meeting House	\$9,000	5%
Townhomes	\$25,278	6%
Attached Villas	\$46,000	5%

The results of this study show that the reserves at each of the funds is sufficient for the length of the study.

Reserve studies are recommended every three to five years. We have enjoyed working with you and hope to be of service in the future.

Very truly yours,
FACILITY ENGINEERING ASSOCIATES, P.C.



Matthew Schofield
Project Engineer



Mayra Portalatin, RS, SFP, LEED AP O+M
Senior Professional

DISCLOSURES

The following disclosures are provided in keeping with the Community Association Institute's standards for Reserve Specialists and Reserve Study Reports.

1. **General:** Description of other involvement with the association, which could result in actual or perceived conflicts of interest.

FEA has prepared reserve studies for the Salem Fields Community Association in the past. This is not considered a conflict of interest.

2. **Physical Analysis:** Description of how thoroughly the on-site observations were performed.

FEA's survey was visual in nature and involved no destructive testing in order to gain access to hidden conditions. Most of the common elements were observed.

3. **Personnel Credentials:** Mayra Portalatin of FEA was responsible for preparation of the reserve study. Ms. Portalatin is a Reserve Specialist (as designated by CAI) and holds a degree in Civil and Environmental Engineering and has more than eight years of experience conducting reserve studies for communities in accordance with CAI's definition of a reserve study. Ms. Portalatin was assisted by Matt Schofield and Nathan Lawson, engineers with FEA.

4. **Completeness:** Material issues which, if not disclosed, would cause a distortion of the association's situation.

FEA is not aware of any such issues.

5. **Reliance on Client Data:** Information provided by the condominium regarding financial, physical, quantity, or historical issues has been deemed reliable by FEA.

6. **Scope:** The Reserve Study Update is a reflection of information provided to FEA and assembled for the association's use, not for the purpose of performing an audit, quality/forensic analyses, or background checks of historical records.

7. **Reserve Balance:** The actual or projected totals presented in the Reserve Study are based on information provided, and were not audited.

8. **Component Quantities:** For this update, the Salem Fields Community Association is considered to have deemed previously developed component quantities as accurate and reliable, unless noted otherwise. Information provided by the Association about completed or planned reserve projects was considered reliable. FEA's on-site observations should not be considered a project audit or quality inspection.

ELEMENTS OF A RESERVE FUND PLAN

One of the most important assets held by a Community Association (Condominium Association, Homeowners Association, Cooperative, etc.) is its replacement reserve fund. The main goal of the fund is to protect property value, not only for common areas within a community, but also for individual residential (or commercial) properties within the community. Reserve funds protect property by providing the means to replace deteriorated capital assets before they become problematic, ultimately lowering property values.

One method of managing reserve funds is the component method. In this method, each common element requiring replacement reserve funds has its own separate “account” from which the community draws money when replacement is needed. Each “account” is allotted a percentage of the community’s assessments in order to build the fund in anticipation of capital asset replacement. The percentage allotted for a particular capital asset is often related to that asset’s replacement value and anticipated life in relation to the total capital asset value of all the community’s common elements. The level of assessment is set so that each individual common element is adequately funded when the time for replacement occurs.

Another concept for managing reserve funds is the cash flow method. This method combines all of a community’s reserve funds into one “account,” from which the community draws funds for capital replacement needs. Reserve fund assessments are deposited entirely into the one “account.” The level of assessment is set so that the replacement reserve fund stays above a minimum level, usually set as a percentage of the community’s total capital asset value or a threshold dollar figure. The minimum level, or threshold, depends on a variety of factors, such as condition and age of the community.

Comparison of the two analysis methods reveals that using the component method, a community’s replacement needs are often either overfunded, as a total reserve balance, or underfunded for individual reserve components, and assessment requirements tend to vary from year to year. Using the cash flow method, communities can adequately fund their capital asset replacement needs while maintaining lower, consistent assessments.

The reserve fund is only one aspect of a reserve fund plan. In order to know if a property is adequately funded, a Community Association must know how and when the reserve fund will be spent, and how and to what level the fund must be replenished. This is accomplished through a reserve study.

To develop a reserve fund plan, Facility Engineering Associates, P.C. (FEA) observes and documents the condition of common property elements or systems, and assesses whether or not the systems are functioning properly and when the systems will require replacement. FEA estimates replacement costs by taking into account reliability of currently in-place systems, our experience with similar systems, constructability of replacement systems, and the potential for unforeseen circumstances. Using the replacement cost data developed for the study, FEA analyzes the reserve fund requirements for the community. Our analysis method is a hybrid of the previously described cash flow and component methods.

First, FEA summarizes the replacement cost data for each component of common community property, summing the replacement cost of each component to arrive at the total capital asset value of the property. During this phase of the study, FEA may include maintenance items,

and may not include items that are truly reserve replacement items. The rationale for adding or deleting items is primarily cost. Maintenance items that are performed regularly and tend to be costly may be included, while items which infrequently require replacement and whose cost is insignificant need not be included.

Then FEA estimates the timing of replacements over the study period based on the observed property conditions and our experience with similar common elements. It is important to recognize that the information provided by the reserve study is not a mandate for managing and maintaining the community's common property. Often items are not replaced which have been scheduled for replacement in the study. Further, there may be certain items that are somewhat discretionary from a replacement standpoint, and their replacement timing or value can vary according to the goals and financial circumstances of the community.

Next FEA looks at the required reserve expenditures for each year of the study period, allowing us to look ahead for years when large expenditures are likely. From this spending forecast, FEA can determine if complete replacement of a component can be funded, or if a phased approach is required. Occasionally, replacement of a particular component may be hastened or deferred in order to more evenly distribute expenditures from year to year.

Once the timing of replacements is estimated, FEA determines the required reserve fund contribution for each common property component or system in each year of the study. The sum of all component contributions in a particular year is the contribution that would be required in that year by the component method of analysis.

Finally, for each year of the study period FEA sums the contributions and expenditures to determine if the property is adequately funded, and if not, what will be required to reach proper funding levels. Using the cash flow method, FEA determines an appropriate minimum level of funding for the community's common property replacement needs. Then FEA analyzes different funding scenarios to arrive at a realistic recommendation for the community's reserve fund assessments.

The final report contains a considerable amount of information. To help understand where to find the appropriate information for a particular question, FEA offers the following description of the report contents.

Although the descriptive text of the report is presented up front, and the financial data is presented as appendices, that does not mean that the text supersedes the tables in the appendices. On the contrary, when the report is used as a planning tool, which is its ultimate purpose, the tables in the appendices are the most important part of the report. It is important to understand that these tables represent a model and not a mandate. The text is supplemental to the appendices and need not be read cover to cover. Once a reserve fund plan is implemented and a particular component requires replacement, the text can provide guidance regarding appropriate replacement systems and techniques.

The report text is broken down so that similar or related building or site systems are grouped into sections. Each section is further broken down into three parts -- Description, Condition, and Recommended Repairs/Replacements. In that manner, FEA describes each component, assess its condition, and recommend repairs or replacements. FEA provides an explanation of our estimate in cases where FEA encountered unusual conditions or made basic assumptions.

Appendices consist of a series of tables that FEA has developed in conjunction with property managers. Tables 1 and Table 2 summarize the anticipated expenditures by system and by year, respectively. Table 3 is a summary of required reserve fund contributions by component, for the predicted expenditures. Allocations of the existing reserve fund balance are made relative to individual component service life and repair/replacement cost. Table 4 is a Cash Flow Summary, which illustrates how the reserve fund is affected by the annual reserve contributions and projected expenditures. Often, FEA will show cash flow summaries for more than one funding scenario, to demonstrate the effect of increasing or decreasing reserve contributions. These scenarios can then be used to determine how a community can best fund their capital assets. In addition to the Cash Flow Summary tables, FEA provides a bar chart plotting expenditures and reserve balances by year, and a line graph illustrating the funding level versus recommended ranges. Tables 1 through 3 reference text sections for descriptions of components and their replacement needs. The tables and charts that make up Table 4 provide the answers to the following questions:

Are we adequately funded to meet our capital replacement needs?

...and if not...

What will it take to bring our reserve fund up to an appropriate level?

INTRODUCTORY SUMMARY

Salem Fields is a residential community made up of sections of townhomes, attached and detached villa homes, and single-family homes, located off of Gordon Road (Rte. 627) in Fredericksburg, Virginia. Development of the community began in 1997 and was completed in 2008. The community consists of a total of 1,316 residential units, divided into Sections 1, 2, 3, 4, 5, 7, 8, 9, 10 and 11. The development also includes commercial parcels and park land within Section 6.

Salem Fields maintains four separate reserve funds. The General Reserves are used for repair and replacement of community elements used by all residents, including the Community Center and all recreational features (swimming pool, tennis and all-purpose courts, and tot lot). The Townhome Reserves are used to fund repairs to the streets, curbs and gutters, sidewalks, and storm water drainage features in the townhome sections of the community. Similarly, the Attached Villa Reserves are used to fund to the streets, curbs and gutters, sidewalks, and storm water drainage features in the attached villa sections of the community. Finally, the Villas Meeting House Reserves are used for repairs and replacements at the Villa Meeting House facility, located in Section 2, and used only by residents of the Villas.

FEA previously performed a Level 1 reserve study in 2003 for Salem Fields (reference FEA Project No. 02.3228, report dated April 22, 2003), and updates in 2006 (reference FEA Project No. 01.2006.4893, report dated October 25, 2006) and 2011 (reference FEA Project No. 01.2011.008653). In accordance with the Community Association Institute (CAI) National Reserve Study Standards, this project was performed as an Level 2 reserve study (Update with Site Visit/On-Site Review), and thus included a verification of component inventory, a condition assessment, life and valuation estimates, a review of reserve fund status, and a reserve funding plan.

Matt Schofield and Nathan Lawson, engineers with FEA, visited the property on May 5, 2016 to observe and document the condition of common elements at the Salem Fields community. FEA's survey was visual in nature and involved no destructive testing in order to gain access to hidden conditions. None of the pool or mechanical equipment at Salem Fields was operated as part of the survey. Mr. Mark Hastings provided FEA access to the swimming pool complex and Villas Meeting House and also provided additional financial information about the reserve fund and recent reserve expenditures. FEA engineers also met with members of the community association board to discuss property history.

This report summarizes our findings, provides brief recommendations for corrective action, and includes a model Reserve Fund Plan for anticipating future spending needs. All information presented is based on the condition of Salem Fields common elements at the time of our survey in May of 2016. Reserve Fund Plan cost data is based on published construction cost data; experience with similar projects; conversations with local contractors; and information provided by Salem Fields' property management. Actual construction costs can vary significantly due to time of season, material costs, material availability, unforeseen conditions, and other factors beyond our control. An explanation of the Reserve Fund Plan Tables is provided in the attached appendix. General information regarding Reserve Studies and our methods for conducting Reserve Studies is presented in the preceding foreword.

TABLE OF CONTENTS

DISCLOSURES i

ELEMENTS OF A RESERVE FUND PLAN i

INTRODUCTORY SUMMARY ii

GENERAL RESERVES..... 1

1.0 Community Center Buildings 1

2.0 Swimming Pool and Deck 3

3.0 Community Center Pavement & Concrete 6

4.0 Amenities and Site Features 7

VILLAS MEETING HOUSE RESERVES12

5.0 Building.....12

6.0 Grounds.....14

TOWNHOME RESERVES17

7.0 Asphalt Pavements.....17

8.0 Concrete18

ATTACHED VILLA RESERVES20

9.0 Asphalt Pavements.....20

10.0 Concrete24

APPENDICES

- APPENDIX A** - Description of Tables
- APPENDIX B** - General Reserves Tables
- APPENDIX C** - Villas Meeting House Reserve Tables
- APPENDIX D** - Townhome Reserve Tables
- APPENDIX E** - Attached Villas Reserve Tables
- APPENDIX F** - Photographs

GENERAL RESERVES

The General Reserve fund covers reserve expenditures for the Salem Fields Community Center, including the clubhouse, swimming pool, Community Center pavement and concrete, amenities, and additional common site features throughout the community.

1.0 Community Center Buildings

1.1 Description

The Community Center was reportedly constructed in 1999 and includes a one-story clubhouse building, an attached guard tower structure, and a bath house with men's and women's restrooms, and pool equipment room. The Community Center buildings are wood-framed structures with brick masonry and vinyl siding exteriors, and pitched, asphalt-shingled roofs. Roof drainage is provided by aluminum gutters and downspouts. The buildings have double-hung, insulated windows in vinyl frames with wood shutters. The clubhouse has three sets of double glass doors, and the guard tower and pool house have flush metal doors in metal frames.

The clubhouse includes a main meeting room, storage room, filing room, a small kitchen, two restrooms, and an office. Interior finishes in the clubhouse consist of wood floors in the main meeting room, wall-to-wall carpet in the office, and vinyl flooring in the kitchen and restrooms. Walls and ceilings consist of painted drywall with chair rail and crown molding. Furnishings include tables and chairs, sofas and armchairs, coffee tables, lamps, ceiling-hung chandeliers, and wall-mounted lighting. Kitchen appliances included a refrigerator, microwave, and a range/oven. The offices are equipped with desktop computers, a copier, a printer, and a fax machine.

Heating and cooling of the clubhouse is provided by a 4-ton split-system air conditioner with an outside pad-mounted condensing unit, and an air handling unit and gas-fired furnace in the attic. The clubhouse also has a 6-gallon-capacity electric water heater to supply hot water for the clubhouse.

The guard tower houses the lifeguard office for the pool. The bath house has men's and women's bathrooms, and a pool equipment room. Finishes in the lifeguard office consist of vinyl flooring and painted drywall. The bathrooms have concrete floors, painted block walls, dry wall ceilings, and plastic partitions. The bathrooms are not heated or air-conditioned. An 50-gallon-capacity electric water heater, which provides hot water for the bath house, is located in a closet in the equipment room.

1.2 Condition

The exterior elements of the Community Center buildings overall appeared to be in fair to good condition. No major deficiencies were noted with the brick masonry, siding, or windows. The original wood siding was replaced with vinyl siding in 2008.

The roofs also appeared to be in fair condition, and no problems or leaks were reported by management. There appeared to be a slight loss of granules on the surface of the asphalt shingles and a few isolated shingles were loose or missing. The

roofs are original to the construction of the building and are generally expected to have an estimated useful service life of 20 years. The gutters and downspouts appeared to be draining adequately. It is recommended that the gutters and downspouts be replaced in conjunction with the roof replacement.

Exterior windows and doors were in good condition, although some corrosion was noted on the surface of the metal doors at the guard tower and bath house.

Finishes and furnishings in the clubhouse were in generally fair to good condition. Replacement of the floor finishes at the clubhouse grand room were conducted in 2014. The finishes, fixtures, partitions of the men's and women's bathrooms were in fair condition. We have included funding for periodic replacement of floor finishes and overall renovation of the Community Center and bath house interiors in the reserve tables. An allowance to replace or upgrade office equipment is also included. The interior finishes at the bath house restrooms were in the process of being refurbished or replaced.

The clubhouse water and bath house water heaters were in good condition. Both water heaters were replaced in 2011.

1.3 Recommended Repairs/Replacements

The following repairs or replacements have been scheduled in the tables in the attached appendices.

- 1.3.a - The roofs should have an estimated useful life of 20 years. Our opinion of cost to replace the roofs is **\$31,500** in 2019, which includes replacement of gutters and downspouts.
- 1.3.b - We have included an allowance of **\$35,000** to replace the exterior vinyl siding and trim in 2033, based on a typical 25-year useful life.
- 1.3.c - Replacement of the windows is shown in the reserve tables in 2034. Our opinion of cost to replace the exterior windows is **\$12,000**.
- 1.3.d - Exterior doors should typically last 25 years, and replacement is shown in 2024. Our opinion of cost to replace the doors is **\$10,000**. Replacement of individual doors may occur sooner due to corrosion or damage.
- 1.3.e - Air conditioners have a typical service life of 15 years. We have projected the replacement of the 4-ton unit at a cost of **\$5,000**. Replacement is projected in 2017.
- 1.3.f - The air handling unit and gas-fired furnace should last about 25 years. Replacement of the furnace is projected in 2024. Our opinion of cost for the replacement is **\$2,500**.
- 1.3.g - The 6-gallon electric water heater in the clubhouse has a typical service life of 15 years. Our opinion of cost to replace the water heater in 2026 is **\$700**.

- 1.3.h - The 50-gallon electric water heater in the bath house has a typical service life of 15 years. We have included an allowance of **\$3,500** in 2026 for bath house water heater replacement.
- 1.3.i - The reserve tables include an allowance of **\$19,000** for renovation of the clubhouse every 5 years starting in 2018. Renovation typically includes new finishes, repainting of walls, fixtures, and furnishings in the meeting room, grand room, office, kitchen, and restrooms, as needed. Renovations should also be conducted to improve interior lighting as needed.
- 1.3.j - The reserve tables include an allowance of **\$10,000** to refurbish the bath house and guard tower every 15 years. Refurbishment to the bath house is approved for 2016; thus the next phase of refurbishment is recommended for 2031 and includes new finishes, fixtures, partitions, and lighting, as needed.
- 1.3.k - The reserve tables include an allowance of **\$3,000** every four years to replace office equipment, beginning in 2021.
- 1.3.l - We have included an allowance of **\$2,500** in the reserve tables to replace the appliances and carpentry in 2017, and then on a 15-year cycle.

2.0 Swimming Pool and Deck

2.1 Description

The swimming pool is located behind the clubhouse at the Community Center, and has one large rectangular area with lane markers, and a smaller, irregularly-shaped, shallow "beach" section. The total surface area of the pool is approximately 6,318 square feet, with a perimeter of 537 linear feet. The pool is reinforced concrete construction with marcite whitecoating, 12-inch brick coping, and 6-inch ceramic tile accents. The interior of the pool is lit via 9 lights mounted to the interior of the pool walls.

A cast-in-place concrete deck surrounds the pool. Two aluminum-framed awnings with canvas coverings are located on the deck. One awning shelter is located adjacent to the bath house, and measures 20 feet by 40 feet. The other awning shelter is located near the side of the clubhouse, and measures 15 feet by 30 feet. The entire pool complex is surrounded by a six-foot-tall, vinyl-coated chain-link fence, topped with barbed wire (which was added in 2008). Two similarly-sized storage sheds (one of which was installed later in 2008), measuring approximately 10 feet by 14 feet each, are located between the swimming pool complex and sport courts. The sheds both have vinyl siding exterior and pitched, asphalt-shingled roofs.

The swimming pool equipment consists of primarily PVC components. The filtration systems include electric circulation pumps, five fiberglass Triton sand filters, automatic chemical feed systems, PVC schedule 40 piping, and manually-operated PVC control valve systems. An 80-gallon-capacity electric water heater, which

provides hot water for the bath rooms, is located in a closet in the pool equipment room.

Pool furniture includes aluminum-framed chairs, lounges, and aluminum tables with hard plastic surfaces.

Two lifeguard stands are permanently installed at the pool, and three additional, portable lifeguard chairs are stored on the deck near the bath house. The pool also has a number of railings for pool access.

2.2 Condition

The swimming pool appeared to be in good condition. Whitecoating was reported to have been last performed in 2015. The blue tie border at the swimming pool was reportedly replaced in 2015, due to deterioration and aesthetic concerns. Whitecoating is generally recommended every eight years, along with repairs to coping and tiles, as needed. Most pools typically require an overall renovation at an age of 30 to 35 years.

The swimming pool equipment appeared to be in fair condition at the time of our site visit, with no operational problems reported. One of the circulation pumps was observed to have surface corrosion on the motor.

Pool furniture, reportedly replaced in 2015, was in good condition and was in storage underneath the canvas awnings.

The lifeguard stands and chairs, and the pool ladders appeared to be in fair condition. Due to the age of these items, replacement should be anticipated within the next five years.

The concrete pool deck was generally in fair condition. Large spanning cracks were present in the surface of the deck and sealants throughout the surface were in poor condition. Over time, repairs of cracked, settled or otherwise damaged sections should be anticipated. Repairs are typically performed as needed, rather than total replacement of the deck at one time.

The aluminum-framed canvas awning shelters, the storage sheds, and the perimeter chain-link fence all appeared to be in good condition. The canvas awnings over the shelters were most recently replaced in 2013.

2.3 Recommended Repairs/Replacements

The following repairs/replacement have been scheduled in the tables in the attached appendices.

2.3.a - The main pool should be whitecoated every 8 years. We have included **\$30,000** in the reserve tables for whitecoating of the pool surface. Whitecoating is next projected in 2023.

- 2.3.b - The reserve tables include an allowance of **\$10,000** for the replacement or resetting of pool coping sections, waterline tiles, and sealants as needed in 2021 and every 8 years.
- 2.3.c - We have included a sum of **\$125,000** for a major renovation of the pool. This work is shown in 2029 in the tables and may include repair of cracks in the pool structure, replacement of piping under the deck, and other major repairs.
- 2.3.d - We have provided an allowance of **\$5,000** for replacement of pool filtration equipment and pumps on an as-needed basis every 3 years beginning in 2017.
- 2.3.e - An allowance of **\$9,000** has been included in the reserve tables to replace the interior pool lights in 2017, with LED lights. This opinion of cost assumes a replacement cost of \$1,000 per light.
- 2.3.f - Replacement of lifeguard stands and chairs and ladders into the pool should be anticipated every 15 years. Our opinion of cost to replace these items is **\$17,500** in 2019.
- 2.3.g - An allowance of **\$7,500** is included in the tables every five years to repair or replace cracked, damaged or settled sections of the concrete pool deck. The first cycle of repairs is projected in 2017.
- 2.3.h - The tables include an allowance of **\$9,000** every ten years for as needed replacements or re-strapping of pool furniture, with the next cycle shown in 2020.
- 2.3.i - We have included **\$6,000** in the reserve tables for replacement of the canvas awnings on the pool shelters. Replacement cycles are shown every ten years with the next cycle in 2023.
- 2.3.j - We have included **\$7,000** for repairs to or replacement of the two storage sheds in 2033
- 2.3.k - Replacement of the 6-foot chain-link fencing around the pool area is projected in 2024. Our opinion of cost to replace the chain-link fencing with additional barbed wire is **\$14,350**.

3.0 Community Center Pavement & Concrete

3.1 Description

Pavement and concrete at the Community Center include the asphalt-paved parking lot, concrete curbs and gutters, and concrete sidewalks. The parking lot has a total of approximately 2,900 square yards of asphalt pavement. The pavement is lined by concrete curbs six inches high, with 24-inch-wide gutters. FEA previously measured approximately 1,400 linear feet of curb and gutter.

Sidewalks are concrete and vary in width from 4 to 7 feet wide. Sidewalks are located around the parking lot, and also around the sport courts and tot lot behind the Community Center. A cast-in-place concrete walkway also provides access to the pool, guard tower and bath house from the parking lot and clubhouse. FEA previously measured a total of approximately 9,750 square feet of concrete sidewalks and slabs.

In addition to the concrete sidewalks, a brick-paved walkway extends from Rappahannock Drive to the front entrance of the clubhouse. The front and back porches of the clubhouse are also brick construction.

3.2 Condition

The asphalt pavement was generally in fair condition. FEA observed isolated areas of closely spacing cracks also known as alligator cracking. Alligator cracking is generally a sign the soil supporting the pavement is failing. FEA additionally observed periodic transverse and longitudinal cracks in the pavement surface. FEA typically recommends periodic seal coating and crack repairs to maintain the pavement and extend its service life. The parking lot was last seal coated and re-stripped in 2015.

Concrete curbs and gutters and sidewalks were also in fair condition, with deteriorated paint observed at fire lanes, and minor settlement of concrete elements noted. Replacement of concrete components is typically done on a periodic basis as problems arise rather than a total replacement of all the sidewalks and curbs and gutters at one time.

The section of brick-paved sidewalk outside the clubhouse was in poor condition. It is presumed that damage to the sidewalk at this location is due to improper conditions in the underlying soils. The sidewalk appeared to be heaving at the center and the nearby concrete stairs were damaged.

3.3 Recommended Repairs/Replacements

The following repairs/replacement have been scheduled in the tables in the attached appendices.

- 3.3.a - The reserve tables include **\$4,350** to apply a seal coat, crack filling, and restriping to the asphalt-paved parking area at the community center in 2025, and every 5 years thereafter, except for the years involving a re-surfacing project.

- 3.3.b - Periodic full-depth asphalt repairs are included in the reserve tables. These repairs typically involve removing failed pavement, improving the subgrade if necessary, and replacing the failed asphalt. The tables include an allowance of **\$8,250** for pavement repairs, every five years starting in 2025.
- 3.3.c - An overlay of the parking lot pavement should be anticipated when the pavement reaches an age of about 20 years. Our opinion of cost to overlay the parking lot in 2020 is **\$43,500**.
- 3.3.d - Replacement of concrete curb and gutter will occur as needed rather than all at one time. We have included an allowance of **\$3,000** every three years to replace damaged or settled curb and gutter sections, starting in 2018. We recommend performing work at damaged curb sections at the parking lot in conjunction with asphalt pavement seal coating.
- 3.3.e - Replacement of concrete and brick will occur as needed rather than all at one time. We have included an allowance of **\$3,000** every three years to replace damaged or settled sidewalk sections, starting in 2018, to coincide with curb and gutter repairs.
- 3.3.f - Replacement and repairs to the brick paved sidewalk are recommended to be conducted in 2017. FEAs opinion of cost for the repairs is **\$10,000**.

4.0 Amenities and Site Features

4.1 Description

Amenities and site features which are maintained by the General Reserve fund include recreational elements such as walking trails, tennis courts, an all-purpose basketball court, and one tot lot. Other site features include fencing, entrance features, signage, and storm water management features.

Walking trails run through the community in a number of locations. The trails are typically surfaced with wood chips. We understand that maintenance of the trails is funded from the operating budget.

Two tennis courts and one all-purpose court are located behind the clubhouse and swimming pool. The courts are surrounded by a 10-foot-high, chain-link fence. FEA previously measured approximately 670 linear feet of fence around the courts. The sport courts are lit by four 25-foot-high pole-mounted lights.

A tot lot is located at the Community Center, next to the tennis courts. The tot lot has a large play platform with slides, platforms and climbing bars, a swing set, and a see-saw. The equipment is made of steel and plastic. The lot is surrounded by modular plastic curbing, and the ground surface is covered with wood chips. Two steel and plastic benches are also located at the tot lot.

Another tot lot is located in Section 9 off of Hot Spring Lane. The tot lot has a medium play platform with slides and attached toys. The equipment is made of steel and plastic. The lot is surrounded by timbers and the ground surface is covered with wood chips. A steel and plastic bench and trash can are also located at the tot lot.

A six-foot-tall shadow box fence was constructed in Section 1, and between Section 2 and the commercial shopping center. FEA previously measured approximately 1,625 total linear feet of fencing in these sections.

An entrance sign set in a brick wall is located at the main entrance to Salem Fields, off of Salem Fields Boulevard at Gordon Road. "Salem Fields" is carved into a cast stone panel set in a brick wall 5.5 feet tall and 15 feet long. The sign is lit with landscape lights.

The entrance also has two stepped brick monuments with cast stone caps on either side of Salem Fields Boulevard, each with a small cast stone inset carved with "SF". Portions of the stepped masonry on the monuments appear to have been removed since the previous reserve study.

On either side of the monuments is a length of 4-foot-tall, white, vinyl picket fence. The picket fence extends out to Gordon Road and turns parallel to the road on either side of Salem Fields Boulevard. The fence then transitions to a white, vinyl, two-rail fence that is three feet tall. The fence posts have small globes on top, and brick piers are spaced between the white vinyl picket fence sections. FEA previously measured approximately 680 linear feet of the vinyl picket fencing, and approximately 1,035 linear feet of the vinyl two-rail fencing.

The entrance feature at Section 1, located off of Rappahannock Drive, consists of a decorative, painted wood sign, flanked by masonry columns. FEA was previously asked to include a budget for an additional entrance sign in the General Reserves funding; this entrance feature, reported to be located near Section 7, has not yet been constructed.

Other signage at the property consists of 10-foot-long, 3-foot-high painted, wood entrance signs at various sections. The signs have the names of each of the Section neighborhoods painted on them. FEA observed ten signs throughout the Salem Fields community.

Three stormwater management ponds were noted on the property. The detention pond is located between Sections 1 and 2. One retention pond was located near the intersection of Wytheville Lane and Rappahannock Drive between sections 4 and 6. A second retention pond is located between Sections 9 and 10 behind Polaris Court. All the ponds have rectangular concrete structures.

4.2 Condition

The tennis courts and all-purpose court appeared to be in fair condition, with minor transverse and longitudinal cracks in the asphalt surface. Typically, an acrylic color coat is re-applied to courts about every five years. A color coat was last reported to have been applied to the tennis court in 2013 and to the multi-purpose court in 2005. The courts will eventually need to be re-surfaced with asphalt, similar to pavements. Fencing around the courts and the pole-mounted lighting also appeared to be in fair condition.

Both the large tot lot at the Community Center and the medium tot lot in Section 9 were in good condition. We have assumed a typical estimated useful life of 12 years for each of the tot lots.

The shadow box fences were in fair overall condition. It was reported a section of shadow box fencing had collapsed although FEA was unable to locate this area of fence. Management reported property maintenance individuals periodically conduct repairs to the fence and may have reattached the collapsed section.

The entrance sign and brick monuments appeared to be in fair condition. We observed some deteriorated mortar joints and cracked bricks with efflorescence. Periodic cleaning and repair should be scheduled to maintain their condition.

The vinyl fencing was observed to be in fair to good condition.

The wooden community signs were also in good condition. They should have a typical useful life of about 15 years. Periodic painting of the signs is considered a maintenance expense.

The stormwater management ponds are all relatively new and the concrete riser structures were in good condition. Typically, no major expenditures are anticipated for the stormwater management ponds beyond normal maintenance costs, which should include removal of excessive vegetation, and re-seeding of eroded areas.

The collection of excessive settlement on the pond bottom can eventually reduce the storage capacity of the pond below design levels and reduce water depths, resulting in the need for sediment removal.

The need for sediment removal is dependent on a variety of factors, including the rate of sedimentation, storage capacity required, and design water retention time after a storm event. Typically, sediment removal may not be required for 20 years or longer. It should be more important to maintain drainage through the spillway pipes by keeping the drainage path and inlets clear of excess vegetation or sediment build-up. Adding inspections to monitor sediment accumulation and condition of the riser and spillway structures will also help identify issues before they become significant.

4.3 Recommended Repairs/Replacements

The following repairs/replacement have been scheduled in the tables in the attached appendices.

- 4.3.a - The tennis courts should be re-surfaced with a color coat about every five years, starting in 2023, assuming resurfacing is conducted in 2018. Our opinion of cost for the color coat is **\$10,000** for both courts, which assumes two coats.
- 4.3.b - New asphalt surfaces for the courts is projected, based on an estimated useful life of 20 years, in 2018. Our opinion of cost for new tennis court surfaces is **\$30,000** per court.
- 4.3.c - The all-purpose court should be re-coated with a color coat in 2023, in conjunction with the tennis court. Our opinion of cost for the color coat is **\$3,000**. A new asphalt surface should be anticipated after 20 years, in 2018. Our opinion of cost for resurfacing is **\$15,000**.
- 4.3.d - The chain-link fences surrounding the courts can be replaced when the courts are re-surfaced with a new asphalt topping. We have shown replacement of the fences in 2018 in the reserve tables. Our opinion of cost for the fences is **\$20,100**.
- 4.3.e - FEA has included an allowance of **\$5,000** to conduct selective replacement and/or repairs including coatings of individual sections of the tot lot equipment starting in 2018 and every 5 years thereafter excluding years for projected tot lot replacements.
- 4.3.f - Replacement of the tot lot at the Community Center is projected for 2023. Our opinion of cost for replacement is **\$30,000**.
- 4.3.f - Replacement of the tot lot in Section 9 is scheduled for 2023. Our opinion of cost for replacement is **\$25,000**.
- 4.3.g - Replacement of the shadow box fence in Section 1 is projected in the tables for 2023. Our opinion of cost to replace the fence is **\$15,625**.
- 4.3.h - Replacement of the shadow box fence between Section 2 and the shopping center is projected in the tables for 2023. Our opinion of cost to replace the fence is **\$25,000**.
- 4.3.i - An allowance of **\$8,000** is included in the reserve tables every 5 years, for repairs to the four entrance signs, entrance monuments, and brick piers along the fence line. Repairs would include cleaning, tuckpointing, and replacement of damaged or cracked bricks and cast stone elements. The next repair cycle is projected in 2017.
- 4.3.j - Replacement of the wooden community signs is scheduled in the tables for 2018. Our opinion of cost to replace the signs is **\$10,000**.

- 4.3.k - Replacement of the white vinyl picket fence at the entrance to the community is scheduled in the tables for 2019. Our opinion of cost to replace the fence is **\$17,000**.
- 4.3.l - Replacement of the white vinyl two-rail fence at the entrance to the community is scheduled in the tables for 2019. Our opinion of cost to replace the fence is **\$20,700**.
- 4.3.m - We have included a sum of **\$47,000** in the reserve tables for major maintenance and repairs to the stormwater management ponds every 10 years. This sum would cover the costs of re-grading, dredging, removal of vegetation, and repair of concrete structures, as necessary, starting in 2020. FEA recommends an engineering survey be conducted prior to dredging of the wet ponds to determine the scale of the required repairs.

VILLAS MEETING HOUSE RESERVES

The Villas Meeting House Reserve fund covers expenditures for the Villas Meeting House facility, which is located in Section 2 of the community. The Villas Meeting House is for the use of villa owners only.

5.0 Building

5.1 Description

The Villas Meeting House facility was constructed in 2000 and includes a one-story building with a front porch, and outdoor back patio area with recreational features. The building is a wood-framed structure with brick masonry and vinyl siding and trim exteriors, and a sloped, shingled roof. The roof is drained by aluminum gutters and downspouts. The building has double-hung, insulated windows in vinyl frames, with vinyl shutters. Double doors with glass lights are used at the front and rear entrances.

The Villas Meeting House includes a main meeting room, a reading room, a general purpose room, a small kitchen, two restrooms, and a storage closet. Interior finishes consist of wood floors in the entrance area, wall-to-wall carpet in the general purpose room, reading room, and main meeting room, and vinyl flooring in the kitchen and restrooms. Walls and ceilings are painted drywall with chair rail and wood baseboards. Furnishings include card tables and chairs, sofas and armchairs, end tables and coffee tables, pictures, mirrors, potted plants, bookcases, lamps, ceiling-hung chandeliers, and wall-mounted lighting. The meeting room also has a television and a gas fireplace. Kitchen appliances included a refrigerator, an electric stove/oven, microwave oven, and a dishwasher.

Heating and cooling of the Villas Meeting House is provided by a 5-ton air-conditioning split-system with an outside pad-mounted condensing unit, and an air handling unit and gas-fired furnace in the inside storage room. The storage room also has a 40-gallon-capacity gas water heater to supply hot water for the building.

5.2 Condition

The exterior of the Villas Meeting House appeared to be in good condition. No major deficiencies were noted with the siding, brick, or windows. The building exterior siding and trim was replaced with vinyl siding panels and trim in 2008. It was reported that the exterior siding was repainted in 2016. The roofs also appeared to be in fair condition, and no problems or leaks were reported. There was slight wash off of granules on the asphalt shingle surfaces and a few isolated peeling shingles. Windows and doors were generally in good condition. The roof gutters and downspouts appeared to be full of debris as there was water staining present along the perimeter of the gutters. It is recommended that gutters and downspouts be cleaned of debris periodically to extend the useful life of the components.

The air-conditioning split-system was replaced in 2006. The furnace was reportedly in good, working condition. The 40-gallon water heater was reported by

management to have been replaced in 2015. No problems were reported with any of the equipment.

Finishes and furnishings in the clubhouse were in fair condition. The interior of the Villas Meeting House was reportedly painted in 2008. Carpets were reportedly replaced in 2011. We have included funding for periodic replacement of Meeting House components to conduct interior renovations in the reserve tables. It was reported that the association purchased a dishwasher, stove, and refrigerator in 2015 for approximately \$1,500.

5.3 Recommended Repairs/Replacements

The following repairs or replacements have been scheduled in the tables in the attached appendices.

- 5.3.a - The roof should have an estimated useful life of 20 years. Our opinion of cost to replace the roof is **\$16,800** including replacement of gutters and downspouts. Replacement is projected in 2020.
- 5.3.b - The exterior siding and trim is projected for replacement in 2033, based on the reported vinyl siding replacement project at Salem Fields. Our opinion of cost to replace the siding and trim is **\$25,000**.
- 5.3.c - The reserve tables include an allowance of **\$2,500** to paint the exterior of the Villas Meeting House every five years with the next occurrence in 2021. Caulking of windows and replacement of wood trim is generally accomplished during painting cycles.
- 5.3.e - Replacement of the windows is shown in the reserve tables in 2035. Our opinion of cost to replace the windows is **\$7,500**.
- 5.3.f - Exterior doors should typically last 25 years, and replacement is shown in 2025. Our opinion of cost to replace the doors is **\$5,000**.
- 5.3.g - Air-conditioning split-systems have a typical service life of 15 years. We have projected replacement of the existing 5-ton air-conditioning split-system in 2021. Our opinion of cost for replacement is **\$5,000**. The gas-fired furnace should last about 25 years. Replacement is scheduled for 2025. Our opinion of cost for replacement is **\$2,500**.
- 5.3.h - The 40-gallon gas water heater in the Villas Meeting House should have a typical service life of 15 years, and is scheduled for replacement in 2030. Our opinion of cost to replace the water heater is **\$1,000**.
- 5.3.j - The reserve tables include an allowance of **\$17,500** for renovation of the Villas Meeting House interior every 5 years. Renovations would typically include new finishes, fixtures, and furnishings in the meeting room, reading and general purpose rooms, kitchen and restrooms, as well as other interior repairs, as needed. The next interior renovation of the Meeting House has been projected for 2016.

5.3.k - Kitchen appliances have a typical life of about 10 years. We have included **\$2,500** to replace the appliances as needed. Replacement is projected in 2025.

6.0 Grounds

6.1 Description

The grounds at the Villas Meeting House facility include the brick front porch and walkway, concrete sidewalks, retaining wall and fencing, back outdoor patio area, recreational features, metal-framed canvas awnings, exterior light fixtures, and outdoor furniture.

A brick sidewalk extends from Indian Spring Lane to the brick paver front porch of the Villas Meeting House. FEA previously measured approximately 620 square feet of walkway and porch. In addition, approximately 290 square feet of the lower exterior building surface is composed of brick.

A 4-foot-wide concrete sidewalk extends from the front of the building to the gate to the back yard. A total of approximately 370 square feet of concrete sidewalk was measured. The back yard has a concrete deck measuring approximately 2,700 square feet, including the shuffleboard court area.

The back yard area is surrounded by a black metal fence. The fence measures 6 feet high at the back wall of the building and shortens to a height of 4 feet when set above the 2-foot-high brick retaining wall, which spans half of the perimeter of the yard. A gate in the fence into the back yard is located on the left side of the building.

A brick retaining wall separates the rear portion of the back yard from the surrounding landscaping. FEA previously measured an area of approximately 270 square feet of masonry retaining wall.

One of the primary features of the back yard area is a brick outdoor barbeque with two gas grills. The back yard is lit by four pole-mounted, decorative, ornamental lights. Two additional pole-mounted lights were located on either end of the bocce ball court. Exterior lighting at the Villas Meeting House was installed in 2001.

Outdoor furniture on the back yard deck includes six tables, 26 chairs, five bar stools, four 6-foot benches, and two trash receptacles. The furniture was purchased in 2001. Two tables were replaced in 2008, due to snow damage.

On either side of the rear double doors into the building, awnings extend over the concrete deck, supported by aluminum frames. The awnings were installed in 2001, but required replacement in 2008, due to a collapse during a snowstorm.

Recreational features in the back yard include a shuffleboard court painted on the concrete deck, brick horseshoe pits in the lawn area, and a bocce ball court consisting

of a fine crushed stone surface bordered by wood timbers, set below the concrete deck.

6.2 Condition

The common elements of the Villas Meeting House grounds were generally in fair to good condition. The fence and brick retaining wall were in fair condition. The awnings, patio furniture and benches were observed to be in good condition. The pole-mounted lights were in fair condition, with no operational issues reported. The brick BBQ had some mortar joints that were deteriorated.

FEA observed efflorescence and cracks in the brick and mortar at the front porch of the building. Cracking and efflorescence was also present at the retaining wall and brick barbeque enclosure. The metal fence around the perimeter of the backyard area was in good condition although the connections to the retaining wall were damaged due to faults in the brick. The fence should be reattached with the next cycle of retaining wall repairs to be conducted in 2016.

The gas grills appeared to be in poor condition and were reported to be inoperable. FEA understands that the brick barbeque enclosure is no longer utilized.

Transverse and longitudinal cracks were present in the surface of the concrete deck in the backyard.

The masonry and concrete elements, including the bocce ball court, horseshoe pits, and shuffleboard courts, should not require major capital expenditures, only periodic maintenance.

6.3 Recommended Repairs/Replacements

The following repairs or replacements have been scheduled in the tables in the attached appendices.

6.3.a - The reserve tables include an allowance of **\$3,000** every five years, for repairs to concrete and brick elements on the Villas Meeting House grounds. Repairs to the concrete deck and brick pavers are anticipated to be conducted in 2016.

6.3.b - The metal perimeter fence should have an estimated useful life of 25 years. FEA recommends that the fence anchors be reattached coinciding with the projected brick retaining wall repairs projected in 2016. This repair is considered an operational expense and is not included in the reserve tables.

Replacement of the fence is projected in 2025. Our opinion of cost to replace the fence is **\$10,000**.

6.3.c - The brick retaining wall and barbeque enclosure should not require replacement, but may deteriorate over time such that repairs are required (i.e. tuckpointing, cleaning, and replacement of cracked or damaged bricks). The reserve tables include an allowance of **\$4,500** for repairs every 15

years. The tables show the next repair cycle as 2016 corresponding with the planned work.

- 6.3.d - Our opinion of cost to remove the existing brick enclosure and gas grills and install brick pavers is **\$10,000** projected for 2017.
- 6.3.e - Replacement of the pole-mounted lighting is scheduled for 2031. Our opinion of cost to replace the lighting is **\$12,000**. Maintenance, such as replacing bulbs and re-finishing poles, should be performed periodically.
- 6.3.f - The outdoor furniture should have an estimated useful life of 15 years. Our opinion of cost to replace the furniture is **\$15,000**. Replacement is projected in 2018.
- 6.3.g - Replacement of the canvas awnings over the concrete deck is scheduled every 10 years, beginning in 2023. Our opinion of cost to replace the awnings is **\$4,500**.

TOWNHOME RESERVES

The Townhome Reserve fund covers expenditures for the townhomes in Section 1 and Section 7. Common elements of the townhome sections include asphalt pavement, concrete curbs and gutters, and concrete sidewalks. Section 7 townhome construction had been completed since the previous reserve study.

7.0 Asphalt Pavement

7.1 Description

The streets in the townhome sections of Salem Fields are private, and thus must be maintained by the Community Association. The streets are New Market Court, Gander Court, and Plush Court in Section 1. In Section 7 the streets are Wytheville Circle, Wytheville Court and Wytheville Lane.

FEA measured the quantity of asphalt pavement in Section 1 at approximately 8,800 square yards, and in Section 7 at approximately 6,900 square yards. Section 1 streets were originally completed in 2003 and Section 7 streets were completed in 2008.

7.2 Condition

In Section 1, pavements were generally in fair condition, with overall surface wear and faded paint markings. Minor, isolated longitudinal and transverse cracks were observed throughout the pavement areas.

In Section 7, the pavement was in relatively good overall condition, with minimal surface and paint deterioration.

Asphalt seal coating, restriping, and limited full-depth repairs was last conducted at Section 1 and Section 7 of the Townhomes in 2011.

7.3 Recommended Repairs/Replacements

The following repairs or replacements have been scheduled in the tables in the attached appendices.

7.3.a - Seal coating and crack filling of Section 1 pavements is projected in the reserve tables in 2017. Our opinion of cost for seal coating and re-striping is **\$13,200**.

7.3.b - The reserve tables also include an allowance of **\$24,200** for full-depth repairs at Section 1 pavements every five years starting in 2017. Repairs would be made to areas where base failure requires full-depth patching of sections of the pavement.

- 7.3.c - Resurfacing of the Section 1 pavements is projected for 2022, based on observed condition. Our opinion of cost to mill and overlay these sections is **\$132,000**.
- 7.3.d - Seal coating of the Section 7 pavements is projected in the reserve tables in 2017. Our opinion of cost for seal coating and re-striping is **\$11,100**, which should also allow for some minor repairs, such as crack filling.
- 7.3.e - The reserve tables also include an allowance of **\$20,350** for full-depth repairs to Section 7 pavements every five years. The first cycle of full-depth repairs is projected for 2017, in conjunction with the next seal coating cycle.
- 7.3.f - Resurfacing of the Section 7 pavements is projected for 2027, based on reported date of completion of the community. Our opinion of cost to mill and overlay these sections is **\$111,000**.

8.0 Concrete

8.1 Description

Concrete curbs and gutters line the streets of the townhome sections. Curbs are typically 6 inches high, and gutters are 24 inches wide.

Concrete sidewalks are typically 4 feet wide, and extend along the streets in the townhome sections and provide access to the townhome entrances. In many locations, driveway aprons to townhome garages cross both the curb and gutter and sidewalks.

FEA previously measured approximately 11,800 total linear feet (Sec. 1 = 6,200; Sec. 7 = 5,600) of curb and gutter in the townhome sections. Approximately 32,500 square feet (Sec. 1 = 13,700; Sec. 7 = 18,800) of sidewalk was measured.

Storm drainage is routed by curb and gutters to inlet structures along the streets. Additional inlet structures are positioned in landscaped areas of the property.

8.2 Condition

Curbs and gutters and concrete sidewalks generally appeared to be in fair condition. During our site visit, we observed minor damage at isolated curb and gutter sections, usually cracks or previously patched concrete spalls. Minor isolated cracks were also observed throughout the sidewalk. The overall condition of curbs and gutters and concrete sidewalks was consistent with their age.

Storm water drainage structures appeared to be in good condition. These features should have an indefinite life, but may occasionally require repairs to cracked or spalled concrete.

8.3 Recommended Repairs/Replacements

Repairs to concrete elements such as curbs and gutters and sidewalks are normally made on an as-needed basis, when cracks, spalling or settlement create potential trip hazards or unsightly conditions. The following repairs or replacements have been scheduled in the tables in the attached appendices.

- 8.3.a - The reserve tables include an allowance of **\$16,000** every three years for periodic repairs or replacement of damaged or settled curb and gutter sections. The first cycle of repairs is projected in 2018.
- 8.3.b - The reserve tables also include an allowance of **\$10,500** every three years for periodic repairs or replacement of damaged or settled sidewalk sections. The first cycle of repairs is projected in 2018.
- 8.3.c - The reserve tables include an allowance of **\$6,000** every ten years for periodic repairs to storm water drainage structures. The first cycle of repairs is projected in 2019.

ATTACHED VILLA RESERVES

The Attached Villa Reserve fund covers expenditures for the attached villas in Sections 2, 3, 4, 5 and 8. Common elements of the attached villa sections include asphalt pavement, concrete curbs and gutters, concrete sidewalks, and storm water drainage structures.

9.0 Asphalt Pavement

9.1 Description

The streets in the attached villa sections of Salem Fields are private, and thus must be maintained by the Community Association.

Section 2 Pavement - Stonefield

FEA previously measured the quantity of asphalt pavement in Section 2 at approximately 10,000 square yards. Section 2, which was completed in 2001, has eight streets which include the following:

Carmel Lane	Indian Spring Lane	Silversmith Lane
Destiny Drive	Jaguar Court	Summit Lane
Dragon Lair Drive	Scottwood Lane	North Scottwood Lane

Section 3 Pavement - Oakview

FEA previously measured the quantity of asphalt pavement in Section 3 at approximately 5,000 square yards. Section 3, which was completed in 2002, has three streets which include the following:

Meadow Branch Way	Silent Spring Lane	Wood Pond Court
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Section 4 Pavement - Oakview

FEA previously measured the quantity of asphalt pavement in Section 4 at approximately 3,700 square yards. Section 4, which was completed in 2003, also has three streets which include the following:

Patrick Henry Drive	Bluefield Drive	Lynchburg Drive
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Section 5 Pavement - Maplevue

FEA previously measured the quantity of asphalt pavement in Section 5 at approximately 2,600 square yards. Section 5, which was completed in 2004, includes one street, Radford Drive

Section 8 Pavement - Glenview

FEA previously measured the quantity of asphalt pavement in Section 8 at approximately 6,950 square yards. Section 8, which was completed in 2005, has five streets which include the following:

Macon Drive	Ferrum Lane	Kenyon Lane
Craven Lane	Trinity Lane	

9.2 Condition

In Section 2, the pavements were in poor condition. Large longitudinal and transverse cracks were present throughout the pavement surface. Alligator cracking, pitting and sinking sections of pavement were present throughout the pavement area at Section 2. FEA estimated that 15 percent of the pavement area showed signs of base soil failure which will require full-depth pavement repairs to remediate.

Pavements in other sections were generally in fair condition, with overall surface wear and faded paint markings. Minor, isolated longitudinal and transverse cracks were observed throughout the pavement areas.

Asphalt seal coating, restriping, and limited full-depth repairs at the Attached Villas was last conducted in 2011 to each of the Attached Villas sections.

9.3 Recommended Repairs/Replacements

The following repairs or replacements have been scheduled in the tables in the attached appendices.

- 9.3.a - Seal coating of the pavements in Section 2 is projected in the reserve tables in 2022. Our opinion of cost for seal coating and re-striping is **\$15,000**, which should also allow for some minor repairs, such as crack filling.
- 9.3.b - The reserve tables also include an allowance of **\$16,500** for full-depth repairs at Section 2 pavements every five years. After resurfacing of the pavement projected for 2017 the first cycle of repairs is projected in 2022, in conjunction with the next seal coating cycle. Repairs would be made to areas where base failure requires full-depth patching of sections of the pavement.
- 9.3.c - Resurfacing of the Section 2 pavements is projected for 2017, based on observed condition. Our opinion of cost to mill and overlay these sections is **\$150,000**.

Due to the large scale of alligator cracking and other areas showing signs of requiring full depth repairs FEA also included a separate line item to conduct full depth repairs at approximately 15% of the pavement area or

1,500 square yards. FEAs opinion of cost to conduct the full-depth repairs in 2017 is **\$82,500**.

- 9.3.d - Seal coating of the pavements in Section 3 is projected in the reserve tables in 2018. Our opinion of cost for seal coating and re-stripping is **\$7,500**, which should also allow for some minor repairs, such as crack filling.
- 9.3.e - The reserve tables also include an allowance of **\$8,300** for full-depth repairs to Section 3 pavements every five years. The first cycle of repairs is projected in 2018, in conjunction with the next seal coating cycle. Repairs would be made to areas where base failure or other factors require patching of sections of the pavements.
- 9.3.f - Resurfacing of the Section 3 pavements is projected in the reserve tables for 2023. Our opinion of cost to mill and overlay these sections is **\$75,000**.
- 9.3.g - Seal coating of the pavements in Section 4 is projected in the reserve tables in 2019. Our opinion of cost for seal coating and re-stripping is **\$5,600** which should also allow for some minor repairs, such as crack filling.
- 9.3.h - The reserve tables also include an allowance of **\$6,100** for full-depth repairs to Section 4 pavements every five years. The first cycle of repairs is projected in 2019, in conjunction with the next seal coating cycle. Repairs would be made to areas where base failure or other factors require patching of sections of the pavements.
- 9.3.i - Resurfacing of the Section 4 pavements is projected in the reserve tables for 2024. Our opinion of cost to mill and overlay these sections is **\$55,500**.
- 9.3.j - Seal coating of the pavements in Section 5 is projected in the reserve tables in 2019. Our opinion of cost for seal coating and re-stripping is **\$3,900**, which should also allow for some minor repairs, such as crack filling.
- 9.3.k - The reserve tables also include an allowance of **\$5,500** for full-depth repairs to Section 5 pavements every five years. The first cycle of repairs is projected in 2019, in conjunction with the next seal coating cycle. Repairs would be made to areas where base failure or other factors require patching of sections of the pavements.
- 9.3.l - Resurfacing of the Section 5 pavements is projected in the reserve tables for 2024. Our opinion of cost to mill and overlay these sections is **\$39,000**.
- 9.3.m - Seal coating of the pavements in Section 8 is projected in the reserve tables in 2019. Our opinion of cost for seal coating and re-stripping is **\$10,500**, which should also allow for some minor repairs, such as crack filling.
- 9.3.n - The reserve tables also include an allowance of **\$11,000** for full-depth repairs to Section 8 pavements every five years. The first cycle of repairs is projected in 2019, in conjunction with the next seal coating cycle. Repairs

would be made to areas where base failure or other factors require patching of sections of the pavements.

- 9.3.o - Resurfacing of the Section 8 pavements is projected in the reserve tables for 2024. Our opinion of cost to mill and overlay these sections is **\$104,300**.

10.0 Concrete

10.1 Description

Concrete curbs and gutters are located along the streets of the attached villa sections. Curbs are typically 6 inches high, and gutters are typically 24 inches wide.

Concrete sidewalks are typically 4 feet wide, and extend along the streets in the attached villa sections and provide access to the villas. In most locations, driveway aprons to villa garages cross both the curb and gutter and sidewalks.

FEA previously measured approximately 22,400 linear feet of curb and gutter in the attached villa sections. Approximately 63,200 square feet of sidewalk was measured in Sections 2, 3, 4, 5 and 8.

Storm drainage is routed by curb and gutters to inlet structures along the streets. Additional inlet structures are positioned in landscaped areas of the property.

10.2 Condition

Curbs and gutters and concrete sidewalks generally appeared to be in fair overall condition. As in the townhome section, we observed minor vehicular damage, including occasional cracks and spalls, in the concrete elements. Storm water drainage structures also appeared to be in fair condition, with no issues reported.

10.3 Recommended Repairs/Replacements

Repairs to concrete elements such as curbs and gutters and sidewalks are normally made on an as-needed basis, when cracks, spalling or settlement create potential trip hazards or unsightly conditions. The following repairs or replacements have been scheduled in the tables in the attached appendices.

10.3.a - The reserve tables include an allowance of **\$22,400** every three years for periodic repairs or replacement of damaged or settled curb and gutter sections. The next cycle of repairs is projected in 2019.

10.3.b - The reserve tables also include an allowance of **\$14,000** every three years for periodic repairs or replacement of damaged or settled sidewalk sections. The next cycle of repairs is projected in 2019.

10.3.c - The reserve tables include an allowance of **\$10,000** every ten years for periodic repairs to storm water drainage structures. The first cycle of repairs is projected in 2019, based on reported expenditures.

APPENDIX A
DESCRIPTION OF TABLES

RESERVE FUND PLAN MODEL EXPLANATION

The reserve tables assume a 3% inflation rate. This represents the average percent increase in the Consumer Price Index over the last 10 years. Tables assume no interest rate on reserve fund investments based on input from Salem Fields that interest is not put into the reserve funds. Description

Table 1 - Expenditure Summary by System

This table lists the components surveyed as part of the study, and presents a summary of the cost data used for developing the reserve fund plan. A description of the columns in the table follows:

- Column 1. **Text Section No.** refers to the section in the report text which describes the repairs listed in table.
- Column 2. **Item Description** is a brief description of the component.
- Column 3. **Typical Useful Life**, which shows the life expectancy of similar components in average conditions, and does not necessarily reflect the conditions observed during the study.
- Column 4. **Target Replacement/Repair** gives the year in which capital expenditure is anticipated. Cycles are used if an item will require replacement more than once during the study period, or if a phased repair approach is required.
- Column 5. **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 6. **Units** used to quantify the component.
- Column 7. **Unit Cost** used to calculate the required expenditure. This unit cost includes demolition or removal of existing components and installation of new components, including materials, labor, and overhead and profit for the contractor. These costs can vary significantly due to time of season, material costs, material availability, and other factors beyond our control.
- Column 8. **Cost to Replace/Repair** the component, in 2016 dollars. Some items may show only a fraction of the total cost, which is referred to as "Partial Replacement." This is because wholesale replacement of such items is not likely, and partial replacement has been programmed in the model.

RESERVE FUND PLAN MODEL EXPLANATION

The reserve tables assume a 3% inflation rate. This represents the average percent increase in the Consumer Price Index over the last 10 years. Tables assume no interest rate on reserve fund investments based on input from Salem Fields that interest is not put into the reserve funds.

Table 2 - Expenditure Forecast By Year

This table lists components that are scheduled for replacement during a given year. A description of the columns in the table follows:

- Column 1. **Text Section No.** refers to the section in the report text which describes in detail the repairs listed in table.
- Column 2. **Item Description** is a brief description of the component.
- Column 3. **Cost to Replace/Repair** the component, in 2016 dollars (present worth).
- Column 4. **Cost to Replace/Repair** the component in the given year (future worth).
- Column 5. **Total Expenditures** for all components being replaced in the given year.

RESERVE FUND PLAN MODEL EXPLANATION

Table 3 - Component Contribution By Year

This table lists each studied component requiring replacement, and gives the contribution which would be required in each year for each component under the *component method* of analysis. The total contribution given in the bottom row of the table is the "Component Method Contribution" given in column 5 of Table 4.

The spreadsheet allocates a portion of the existing reserve balance to each component listed in the table based on a ratio of the individual component value to the total value of all components, as well as the next replacement date for the component. Any required expenditures in the first year are fully funded from the existing balance before the remaining balance is allocated to the components.

CASH FLOW SUMMARY EXPLANATION

The following tables present the current cash flow and alternative funding scenarios over the twenty-year study period. The tables are followed by Figure 1, a bar chart showing expenditures vs. reserve balance based on the current cash flow. At the end of this appendix, Figure 2 illustrates the funding levels for the various funding scenarios versus the recommended funding.

The reserve tables assume a 3% inflation rate. This represents the average percent increase in the Consumer Price Index over the last 10 years. Tables assume no interest rate on reserve fund investments based on input from Salem Fields that interest is not put into the reserve funds.

Individual columns in each table contain the following information:

- Column 1. **Year**
- Column 2. **Total Component Value** - total worth of all reserve component repair/replacement costs in that year
- Column 3. **Beginning Reserve Balance**, which shows the amount after all activity in the prior year is completed
- Column 4. **Yearly Contribution**
- Column 5. **Component Method Contribution**, which represents the sum of all component contributions required for each year
- Column 6. **Interest Paid on Reserve Balance**. This is the interest paid on the reserve balance calculated as if the annual expenditures were paid at the beginning of the year.
- Column 7. **Capital Expenditures**. This is the sum of all replacement reserve projects that need to be completed in a given year.
- Column 8. **Ending Reserve Balance**. This is the result of the beginning reserve balance, plus annual contribution, plus interest income, less expenditures made during the year.
- Column 9. **% Total Component Value**. Ratio of the ending reserve balance to the total component value, expressed as a percentage.

APPENDIX B
GENERAL RESERVES TABLES

**SALEM FIELDS
GENERAL RESERVES
TABLE 1 EXPENDITURE SUMMARY BY SYSTEM**

Text Section No.	Item Description	Typical Useful Life (yrs)	Cycle 1	Cycle 2	Cycle 3	Cycle 4	Cycle 5	Quantity	Units	Unit Cost	Cost to Replace/Repair (present worth)
1.0	GENERAL RESERVES Community Center Buildings										
1.3a	Replace Roofs	20	2019	2039				6,000	sq. ft.	\$5.25	\$31,500
1.3b	Replace Exterior Siding & Trim	25	2033	2058				5,000	sq. ft.	\$7.00	\$35,000
1.3c	Replace Windows	35	2034	2069				1	lump sum	\$12,000	\$12,000
1.3d	Replace Exterior Doors	25	2024	2049				1	lump sum	\$10,000	\$10,000
1.3e	Replace 4-ton Air Conditioner	15	2017	2032	2047			1	each	\$5,000	\$5,000
1.3f	Replace Furnace/AHU for 4-ton Air Conditioner	25	2024	2049				1	each	\$2,500	\$2,500
1.3g	Replace Clubhouse Water Heater (6-Gallon)	15	2026	2041				1	each	\$700	\$700
1.3h	Replace Bath House Water Heater (50-Gallon)	15	2026	2041	2056			1	each	\$3,500	\$3,500
1.3i	Clubhouse Renovation	5	2018	2023	2028			1	lump sum	\$19,000	\$19,000
1.3j	Bath House and Guard Tower Renovation	15	2031	2046				1	lump sum	\$10,000	\$10,000
1.3k	Replace Office Equipment	4	2021	2025	2029	2033		1	lump sum	\$3,000	\$3,000
1.3l	Replace Kitchen Appliances	15	2017	2032	2047			1	lump sum	\$2,500	\$2,500
2.0	Swimming Pool										
2.3a	Whitecoat Swimming Pool	8	2023	2031	2039			1	lump sum	\$30,000	\$30,000
2.3b	Coping Stone and Tile Replacement	8	2023	2031	2039			1	lump sum	\$10,000	\$10,000
2.3c	Pool Renovation	30	2029	2059				1	lump sum	\$125,000	\$125,000
2.3d	Pool Equipment & Pump Replacement Allowance	3	2017	2020	2023	2026	2029	1	lump sum	\$5,000	\$5,000
2.3e	Replacement of Pool Lighting	15	2017	2032	2047			9	each	\$1,000	\$9,000
2.3f	Replace Lifeguard Stands & Ladders	15	2019	2034	2049			1	lump sum	\$17,500	\$17,500
2.3g	Concrete Pool Deck Repairs	5	2017	2022	2027	2032	2037	1,000	sq. ft.	\$8	\$7,500
2.3h	Replace & Repair of Pool Furniture	10	2020	2030	2040			1	lump sum	\$9,000	\$9,000
2.3i	Replace Canvas Awnings	10	2023	2033	2043			2	each	\$3,000	\$6,000
2.3j	Storage Shed Replacement	25	2033	2058				1	lump sum	\$7,000	\$7,000
2.3k	Replace Perimeter Chain-Link Fence	25	2024	2049				410	lin. ft.	\$35	\$14,350
3.0	Community Center Pavement & Concrete										
3.3a	Asphalt Pavement - Seal Coat	5	2025	2030	2035	2040		2,900	sq. yds.	\$1.50	\$4,350
3.3b	Asphalt Pavement - Full-Depth Repairs	5	2025	2030	2035	2040		150	sq. yds.	\$55	\$8,250
3.3c	Asphalt Pavement - Overlay	20	2020	2040				2,900	sq. yds.	\$15	\$43,500
3.3d	Curb & Gutter Repairs	3	2018	2021	2024	2027	2030	1	lump sum	\$3,000	\$3,000
3.3e	Concrete sidewalk Repairs	3	2018	2021	2024	2027	2030	1	lump sum	\$3,000	\$3,000
3.3f	Brick Paver Sidewalk Repairs	na	2017					1	lump sum	\$10,000	\$10,000

**SALEM FIELDS
GENERAL RESERVES
TABLE 1 EXPENDITURE SUMMARY BY SYSTEM**

Text Section No.	Item Description	Typical Useful Life (yrs)	Target Replacement/Repair (year)					Quantity	Units	Unit Cost	Cost to Replace/Repair (present worth)
			Cycle 1	Cycle 2	Cycle 3	Cycle 4	Cycle 5				
4.0	Amenities and Site Features										
4.3a	Tennis Courts Color Coat	5	2023	2028	2033	2043	2	each	\$5,000	\$10,000	
4.3b	Re-surface Tennis Courts	20	2018	2038			2	each	\$30,000	\$60,000	
4.3c	All-Purpose Court Color Coat	5	2023	2028	2033	2043	1	each	\$3,000	\$3,000	
4.3c	Re-Surface All-Purpose Court	20	2018	2038			1	each	\$15,000	\$15,000	
4.3d	Replace Chain-Link Fence at Courts	20	2018	2038			670	lin. ft.	\$30	\$20,100	
4.3e	Allowance for Tot-Lot Repairs	5	2018	2028	2033	2038	1	lump sum	\$5,000	\$5,000	
4.3f	Tot Lot - Community Center	20	2023	2043			1	lump sum	\$30,000	\$30,000	
4.3g	Tot Lot - Section 9	20	2023	2043			1	lump sum	\$25,000	\$25,000	
4.3h	Replace Shadow Box Fence Section 1	15	2021	2036	2051		625	lin. ft.	\$25	\$15,625	
4.3i	Replace Shadow Box Fence Section 2	15	2020	2035	2050		1,000	lin. ft.	\$25	\$25,000	
4.3j	Repairs to Brick Entrance Features	5	2017	2022	2027	2032	1	lump sum	\$8,000	\$8,000	
4.3k	Replace Wooden Community Signs	15	2018	2033	2048		10	each	\$1,000	\$10,000	
4.3l	Replace White Vinyl Picket Fence at Entrance	20	2019	2039			680	lin. ft.	\$25	\$17,000	
4.3m	Replace White Vinyl Two-Rail Fence at Entrance	20	2019	2039			1,035	lin. ft.	\$20	\$20,700	
4.3n	Stormwater Management Pond Repairs	10	2020	2030	2040		1	lump sum	\$47,000	\$47,000	
										\$758,575	

**TABLE 2
EXPENDITURE FORECAST BY YEAR**

Text Section No.	Item Description	Cost to Replace/Repair (present worth)	Cost to Replace/Repair (future worth)	Total Expenditures
2016				
2017				
1.3.e	Replace 4-ton Air Conditioner	\$ 5,000	\$ 5,150	
1.3.l	Replace Kitchen Appliances	\$ 2,500	\$ 2,575	
2.3.d	Pool Equipment & Pump Replacement Allowance	\$ 5,000	\$ 5,150	
2.3.e	Replacement of Pool Lighting	\$ 9,000	\$ 9,270	
2.3.g	Concrete Pool Deck Repairs	\$ 7,500	\$ 7,725	
3.3.f	Brick Paver Sidewalk Repairs	\$ 10,000	\$ 10,300	
4.3.j	Repairs to Brick Entrance Features	\$ 8,000	\$ 8,240	\$ 48,410
2018				
1.3.i	Clubhouse Renovation	\$ 19,000	\$ 20,157	
3.3.d	Curb & Gutter Repairs	\$ 3,000	\$ 3,183	
3.3.e	Concrete sidewalk Repairs	\$ 3,000	\$ 3,183	
4.3.b	Re-surface Tennis Courts	\$ 60,000	\$ 63,654	
4.3.c	Re-Surface All-Purpose Court	\$ 15,000	\$ 15,914	
4.3.d	Replace Chain-Link Fence at Courts	\$ 20,100	\$ 21,324	
4.3.e	Allowance for Tot-Lot Repairs	\$ 5,000	\$ 5,305	
4.3.k	Replace Wooden Community Signs	\$ 10,000	\$ 10,609	\$ 143,328
2019				
1.3.a	Replace Roofs	\$ 31,500	\$ 34,421	
2.3.f	Replace Lifeguard Stands & Ladders	\$ 17,500	\$ 19,123	
4.3.l	Replace White Vinyl Picket Fence at Entrance	\$ 17,000	\$ 18,576	
4.3.m	Replace White Vinyl Two-Rail Fence at Entrance	\$ 20,700	\$ 22,619	\$ 94,739
2020				
2.3.h	Replace & Repair of Pool Furniture	\$ 9,000	\$ 10,130	
3.3.c	Asphalt Pavement - Overlay	\$ 43,500	\$ 48,960	
4.3.i	Replace Shadow Box Fence Section 2	\$ 25,000	\$ 28,138	
4.3.n	Stormwater Management Pond Repairs	\$ 47,000	\$ 52,899	
2.3.d	Pool Equipment & Pump Replacement Allowance	\$ 5,000	\$ 5,628	\$ 145,753
2021				
1.3.k	Replace Office Equipment	\$ 3,000	\$ 3,478	
4.3.h	Replace Shadow Box Fence Section 1	\$ 15,625	\$ 18,114	
3.3.d	Curb & Gutter Repairs	\$ 3,000	\$ 3,478	
3.3.e	Concrete sidewalk Repairs	\$ 3,000	\$ 3,478	\$ 28,547
2022				
2.3.g	Concrete Pool Deck Repairs	\$ 7,500	\$ 8,955	
4.3.j	Repairs to Brick Entrance Features	\$ 8,000	\$ 9,552	\$ 18,508
2023				
2.3.a	Whitecoat Swimming Pool	\$ 30,000	\$ 36,896	
2.3.b	Coping Stone and Tile Replacement	\$ 10,000	\$ 12,299	
2.3.i	Replace Canvas Awnings	\$ 6,000	\$ 7,379	
4.3.a	Tennis Courts Color Coat	\$ 10,000	\$ 12,299	
4.3.c	All-Purpose Court Color Coat	\$ 3,000	\$ 3,690	
4.3.f	Tot Lot - Community Center	\$ 30,000	\$ 36,896	
4.3.g	Tot Lot - Section 9	\$ 25,000	\$ 30,747	
1.3.i	Clubhouse Renovation	\$ 19,000	\$ 23,368	
2.3.d	Pool Equipment & Pump Replacement Allowance	\$ 5,000	\$ 6,149	\$ 169,723

**TABLE 2
EXPENDITURE FORECAST BY YEAR**

Text Section No.	Item Description	Cost to Replace/Repair (present worth)	Cost to Replace/Repair (future worth)	Total Expenditures
2024				
1.3.d	Replace Exterior Doors	\$ 10,000	\$ 12,668	
1.3.f	Replace Furnace/AHU for 4-ton Air Conditioner	\$ 2,500	\$ 3,167	
2.3.k	Replace Perimeter Chain-Link Fence	\$ 14,350	\$ 18,178	
3.3.d	Curb & Gutter Repairs	\$ 3,000	\$ 3,800	
3.3.e	Concrete sidewalk Repairs	\$ 3,000	\$ 3,800	\$ 41,613
2025				
3.3.a	Asphalt Pavement - Seal Coat	\$ 4,350	\$ 5,676	
3.3.b	Asphalt Pavement - Full-Depth Repairs	\$ 8,250	\$ 10,764	
1.3.k	Replace Office Equipment	\$ 3,000	\$ 3,914	\$ 20,354
2026				
1.3.g	Replace Clubhouse Water Heater (6-Gallon)	\$ 700	\$ 941	
1.3.h	Replace Bath House Water Heater (50-Gallon)	\$ 3,500	\$ 4,704	
2.3.d	Pool Equipment & Pump Replacement Allowance	\$ 5,000	\$ 6,720	\$ 12,364
2027				
2.3.g	Concrete Pool Deck Repairs	\$ 7,500	\$ 10,382	
4.3.j	Repairs to Brick Entrance Features	\$ 8,000	\$ 11,074	
3.3.d	Curb & Gutter Repairs	\$ 3,000	\$ 4,153	
3.3.e	Concrete sidewalk Repairs	\$ 3,000	\$ 4,153	\$ 29,761
2028				
4.3.a	Tennis Courts Color Coat	\$ 10,000	\$ 14,258	
4.3.c	All-Purpose Court Color Coat	\$ 3,000	\$ 4,277	
4.3.e	Allowance for Tot-Lot Repairs	\$ 5,000	\$ 7,129	
1.3.i	Clubhouse Renovation	\$ 19,000	\$ 27,089	\$ 52,753
2029				
2.3.c	Pool Renovation	\$ 125,000	\$ 183,567	
1.3.k	Replace Office Equipment	\$ 3,000	\$ 4,406	
2.3.d	Pool Equipment & Pump Replacement Allowance	\$ 5,000	\$ 7,343	\$ 195,315
2030				
2.3.h	Replace & Repair of Pool Furniture	\$ 9,000	\$ 13,613	
3.3.a	Asphalt Pavement - Seal Coat	\$ 4,350	\$ 6,580	
3.3.b	Asphalt Pavement - Full-Depth Repairs	\$ 8,250	\$ 12,479	
4.3.n	Stormwater Management Pond Repairs	\$ 47,000	\$ 71,092	
3.3.d	Curb & Gutter Repairs	\$ 3,000	\$ 4,538	
3.3.e	Concrete sidewalk Repairs	\$ 3,000	\$ 4,538	\$ 112,839
2031				
1.3.j	Bath House and Guard Tower Renovation	\$ 10,000	\$ 15,580	
2.3.a	Whitewash Swimming Pool	\$ 30,000	\$ 46,739	
2.3.b	Coping Stone and Tile Replacement	\$ 10,000	\$ 15,580	\$ 77,898
2032				
1.3.e	Replace 4-ton Air Conditioner	\$ 5,000	\$ 8,024	
1.3.l	Replace Kitchen Appliances	\$ 2,500	\$ 4,012	
2.3.e	Replacement of Pool Lighting	\$ 9,000	\$ 14,442	
2.3.g	Concrete Pool Deck Repairs	\$ 7,500	\$ 12,035	
4.3.j	Repairs to Brick Entrance Features	\$ 8,000	\$ 12,838	
2.3.d	Pool Equipment & Pump Replacement Allowance	\$ 5,000	\$ 8,024	\$ 59,374

**TABLE 2
EXPENDITURE FORECAST BY YEAR**

Text Section No.	Item Description	Cost to Replace/Repair (present worth)	Cost to Replace/Repair (future worth)	Total Expenditures
2033				
1.3.b	Replace Exterior Siding & Trim	\$ 35,000	\$ 57,850	
2.3.j	Storage Shed Replacement	\$ 7,000	\$ 11,570	
2.3.i	Replace Canvas Awnings	\$ 6,000	\$ 9,917	
4.3.k	Replace Wooden Community Signs	\$ 10,000	\$ 16,528	
4.3.a	Tennis Courts Color Coat	\$ 10,000	\$ 16,528	
4.3.c	All-Purpose Court Color Coat	\$ 3,000	\$ 4,959	
4.3.e	Allowance for Tot-Lot Repairs	\$ 5,000	\$ 8,264	
1.3.k	Replace Office Equipment	\$ 3,000	\$ 4,959	
3.3.d	Curb & Gutter Repairs	\$ 3,000	\$ 4,959	
3.3.e	Concrete sidewalk Repairs	\$ 3,000	\$ 4,959	\$ 140,492
2034				
1.3.c	Replace Windows	\$ 12,000	\$ 20,429	
2.3.f	Replace Lifeguard Stands & Ladders	\$ 17,500	\$ 29,793	\$ 50,222
2035				
4.3.i	Replace Shadow Box Fence Section 2	\$ 25,000	\$ 43,838	
3.3.a	Asphalt Pavement - Seal Coat	\$ 4,350	\$ 7,628	
3.3.b	Asphalt Pavement - Full-Depth Repairs	\$ 8,250	\$ 14,466	
2.3.d	Pool Equipment & Pump Replacement Allowance	\$ 5,000	\$ 8,768	\$ 74,699

**SALEM FIELDS
GENERAL RESERVES
TABLE 3 COMPONENT CONTRIBUTION BY YEAR**

Text Section No.	Item Description	1 Contribution 2016	2 Contribution 2017	3 Contribution 2018	4 Contribution 2019	5 Contribution 2020	6 Contribution 2021	7 Contribution 2022
3.0	Community Center Pavement & Concrete							
3.3.a	Asphalt Pavement - Seal Coat	\$374	\$374	\$374	\$374	\$374	\$374	\$374
3.3.b	Asphalt Pavement - Full-Depth Repairs	\$709	\$709	\$709	\$709	\$709	\$709	\$709
3.3.c	Asphalt Pavement - Overlay	\$7,352	\$7,352	\$7,352	\$7,352	\$4,029	\$4,029	\$4,029
3.3.d	Curb & Gutter Repairs	\$960	\$960	\$1,152	\$1,152	\$1,152	\$1,254	\$1,254
3.3.e	Concrete sidewalk Repairs	\$960	\$960	\$1,152	\$1,152	\$1,152	\$1,254	\$1,254
3.3.f	Brick Paver Sidewalk Repairs	\$6,231						
4.0	Amenities and Site Features							
4.3.a	Tennis Courts Color Coat	\$1,047	\$1,047	\$1,047	\$1,047	\$1,047	\$1,047	\$1,047
4.3.b	Re-surface Tennis Courts	\$19,209	\$19,209	\$5,238	\$5,238	\$5,238	\$5,238	\$5,238
4.3.c	All-Purpose Court Color Coat	\$314	\$314	\$314	\$314	\$314	\$314	\$314
4.3.c	Re-Surface All-Purpose Court	\$4,802	\$4,802	\$1,310	\$1,310	\$1,310	\$1,310	\$1,310
4.3.d	Replace Chain-Link Fence at Courts	\$6,435	\$6,435	\$1,755	\$1,755	\$1,755	\$1,755	\$1,755
4.3.e	Allowance for Tot-Lot Repairs	\$1,601	\$1,601	\$684	\$684	\$684	\$684	\$684
4.3.f	Tot Lot - Community Center	\$3,142	\$3,142	\$3,142	\$3,142	\$3,142	\$3,142	\$3,142
4.3.g	Tot Lot - Section 9	\$2,619	\$2,619	\$2,619	\$2,619	\$2,619	\$2,619	\$2,619
4.3.h	Replace Shadow Box Fence Section 1	\$2,171	\$2,171	\$2,171	\$2,171	\$2,171	\$1,759	\$1,759
4.3.i	Replace Shadow Box Fence Section 2	\$4,225	\$4,225	\$4,225	\$4,225	\$2,733	\$2,733	\$2,733
4.3.j	Repairs to Brick Entrance Features	\$4,985	\$1,879	\$1,879	\$1,879	\$1,879	\$1,879	\$2,171
4.3.k	Replace Wooden Community Signs	\$3,201	\$3,201	\$1,030	\$1,030	\$1,030	\$1,030	\$1,030
4.3.l	Replace White Vinyl Picket Fence at Entrance	\$3,728	\$3,728	\$3,728	\$1,529	\$1,529	\$1,529	\$1,529
4.3.m	Replace White Vinyl Two-Rail Fence at Entrance	\$4,540	\$4,540	\$4,540	\$1,862	\$1,862	\$1,862	\$1,862
4.3.n	Stormwater Management Pond Repairs	\$7,943	\$7,943	\$7,943	\$7,943	\$6,819	\$6,819	\$6,819
		\$137,387	\$120,930	\$94,596	\$83,662	\$77,673	\$78,017	\$78,582

**SALEM FIELDS
GENERAL RESERVES
TABLE 3 COMPONENT CONTRIBUTION BY YEAR**

Text Section No.	Item Description	8 Contribution 2023	9 Contribution 2024	10 Contribution 2025	11 Contribution 2026	12 Contribution 2027	13 Contribution 2028	14 Contribution 2029
3.0	Community Center Pavement & Concrete							
3.3.a	Asphalt Pavement - Seal Coat	\$374	\$374	\$1,294	\$1,294	\$1,294	\$1,294	\$1,294
3.3.b	Asphalt Pavement - Full-Depth Repairs	\$709	\$709	\$2,455	\$2,455	\$2,455	\$2,455	\$2,455
3.3.c	Asphalt Pavement - Overlay	\$4,029	\$4,029	\$4,029	\$4,029	\$4,029	\$4,029	\$4,029
3.3.d	Curb & Gutter Repairs	\$1,254	\$1,370	\$1,370	\$1,370	\$1,498	\$1,498	\$1,498
3.3.e	Concrete sidewalk Repairs	\$1,254	\$1,370	\$1,370	\$1,370	\$1,498	\$1,498	\$1,498
3.3.f	Brick Paver Sidewalk Repairs							
4.0	Amenities and Site Features							
4.3.a	Tennis Courts Color Coat	\$2,805	\$2,805	\$2,805	\$2,805	\$2,805	\$3,240	\$3,240
4.3.b	Re-surface Tennis Courts	\$5,238	\$5,238	\$5,238	\$5,238	\$5,238	\$5,238	\$5,238
4.3.c	All-Purpose Court Color Coat	\$841	\$841	\$841	\$841	\$841	\$841	\$972
4.3.c	Re-Surface All-Purpose Court	\$1,310	\$1,310	\$1,310	\$1,310	\$1,310	\$1,310	\$1,310
4.3.d	Replace Chain-Link Fence at Courts	\$1,755	\$1,755	\$1,755	\$1,755	\$1,755	\$1,755	\$1,755
4.3.e	Allowance for Tot-Lot Repairs	\$684	\$684	\$684	\$684	\$684	\$1,620	\$1,620
4.3.f	Tot Lot - Community Center	\$3,036	\$3,036	\$3,036	\$3,036	\$3,036	\$3,036	\$3,036
4.3.g	Tot Lot - Section 9	\$5,061	\$5,061	\$5,061	\$5,061	\$5,061	\$5,061	\$5,061
4.3.h	Replace Shadow Box Fence Section 1	\$1,759	\$1,759	\$1,759	\$1,759	\$1,759	\$1,759	\$1,759
4.3.i	Replace Shadow Box Fence Section 2	\$2,733	\$2,733	\$2,733	\$2,733	\$2,733	\$2,733	\$2,733
4.3.j	Repairs to Brick Entrance Features	\$2,171	\$2,171	\$2,171	\$2,171	\$2,517	\$2,517	\$2,517
4.3.k	Replace Wooden Community Signs	\$1,030	\$1,030	\$1,030	\$1,030	\$1,030	\$1,030	\$1,030
4.3.l	Replace White Vinyl Picket Fence at Entrance	\$1,529	\$1,529	\$1,529	\$1,529	\$1,529	\$1,529	\$1,529
4.3.m	Replace White Vinyl Two-Rail Fence at Entrance	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862
4.3.n	Stormwater Management Pond Repairs	\$6,819	\$6,819	\$6,819	\$6,819	\$6,819	\$6,819	\$6,819
		\$87,785	\$88,018	\$90,802	\$91,222	\$92,146	\$88,338	\$93,258

**SALEM FIELDS
GENERAL RESERVES
TABLE 3 COMPONENT CONTRIBUTION BY YEAR**

Text Section No.	Item Description	15 Contribution 2030	16 Contribution 2031	17 Contribution 2032	18 Contribution 2033	19 Contribution 2034	20 Contribution 2035
3.0	Community Center Pavement & Concrete						
3.3.a	Asphalt Pavement - Seal Coat	\$1,495	\$1,495	\$1,495	\$1,495	\$1,495	\$1,734
3.3.b	Asphalt Pavement - Full-Depth Repairs	\$2,836	\$2,836	\$2,836	\$2,836	\$2,836	\$3,288
3.3.c	Asphalt Pavement - Overlay	\$4,029	\$4,029	\$4,029	\$4,029	\$4,029	\$4,029
3.3.d	Curb & Gutter Repairs	\$1,636	\$1,636	\$1,636	\$1,788	\$1,788	\$1,788
3.3.e	Concrete sidewalk Repairs	\$1,636	\$1,636	\$1,636	\$1,788	\$1,788	\$1,788
3.3.f	Brick Paver Sidewalk Repairs						
4.0	Amenities and Site Features						
4.3.a	Tennis Courts Color Coat	\$3,240	\$3,240	\$3,240	\$2,123	\$2,123	\$2,123
4.3.b	Re-surface Tennis Courts	\$5,238	\$5,238	\$5,238	\$5,238	\$5,238	\$5,238
4.3.c	All-Purpose Court Color Coat	\$972	\$972	\$972	\$637	\$637	\$637
4.3.c	Re-Surface All-Purpose Court	\$1,310	\$1,310	\$1,310	\$1,310	\$1,310	\$1,310
4.3.d	Replace Chain-Link Fence at Courts	\$1,755	\$1,755	\$1,755	\$1,755	\$1,755	\$1,755
4.3.e	Allowance for Tot-Lot Repairs	\$1,620	\$1,620	\$1,620	\$1,878	\$1,878	\$1,878
4.3.f	Tot Lot - Community Center	\$3,036	\$3,036	\$3,036	\$3,036	\$3,036	\$3,036
4.3.g	Tot Lot - Section 9	\$5,061	\$5,061	\$5,061	\$5,061	\$5,061	\$5,061
4.3.h	Replace Shadow Box Fence Section 1	\$1,759	\$1,759	\$1,759	\$1,759	\$1,759	\$1,759
4.3.i	Replace Shadow Box Fence Section 2	\$2,733	\$2,733	\$2,733	\$2,733	\$2,733	\$4,243
4.3.j	Repairs to Brick Entrance Features	\$2,517	\$2,517	\$2,918	\$2,918	\$2,918	\$2,918
4.3.k	Replace Wooden Community Signs	\$1,030	\$1,030	\$1,030	\$1,600	\$1,600	\$1,600
4.3.l	Replace White Vinyl Picket Fence at Entrance	\$1,529	\$1,529	\$1,529	\$1,529	\$1,529	\$1,529
4.3.m	Replace White Vinyl Two-Rail Fence at Entrance	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862	\$1,862
4.3.n	Stormwater Management Pond Repairs	\$9,132	\$9,132	\$9,132	\$9,132	\$9,132	\$9,132
		\$96,875	\$99,761	\$101,629	\$104,575	\$106,328	\$108,796

TABLE 4
CASH FLOW SUMMARY- GENERAL RESERVES
(Current Funding Plan - 3% Annual Increase)

SALEM FIELDS GENERAL RESERVES

Initial Contribution: \$63,840
Projected Increase: 3.00%
Beginning Balance \$356,819

Begin Study Period: 2016
End Study Period: 2035

Year	Reserve Component Value	Beginning Reserve Balance	Yearly Contribution	Component Method Contribution	Interest Paid On Reserve Balance	Capital Expenditure	Ending Reserve Balance	% Total Assets
2016	\$758,575	\$356,819	\$63,840	\$142,995	\$357		\$421,016	56%
2017	\$781,332	\$421,016	\$63,840	\$120,838	\$373	\$48,410	\$436,818	56%
2018	\$804,772	\$436,818	\$65,755	\$94,446	\$293	\$143,328	\$359,539	45%
2019	\$828,915	\$359,539	\$67,728	\$83,486	\$265	\$94,739	\$332,793	40%
2020	\$853,783	\$332,793	\$69,760	\$77,453	\$187	\$145,753	\$256,986	30%
2021	\$879,396	\$256,986	\$71,852	\$77,795	\$228	\$28,547	\$300,520	34%
2022	\$905,778	\$300,520	\$74,008	\$78,373	\$282	\$18,508	\$356,302	39%
2023	\$932,952	\$356,302	\$76,228	\$87,523	\$187	\$169,723	\$262,994	28%
2024	\$960,940	\$262,994	\$78,515	\$87,749	\$221	\$41,613	\$300,117	31%
2025	\$989,768	\$300,117	\$80,871	\$90,522	\$280	\$20,354	\$360,913	36%
2026	\$1,019,461	\$360,913	\$83,297	\$90,940	\$349	\$12,364	\$432,195	42%
2027	\$1,050,045	\$432,195	\$85,796	\$91,864	\$402	\$29,761	\$488,632	47%
2028	\$1,081,547	\$488,632	\$88,369	\$88,071	\$436	\$52,753	\$524,684	49%
2029	\$1,113,993	\$524,684	\$91,021	\$92,951	\$329	\$195,315	\$420,719	38%
2030	\$1,147,413	\$420,719	\$93,751	\$96,608	\$308	\$112,839	\$401,939	35%
2031	\$1,181,835	\$401,939	\$96,564	\$99,516	\$324	\$77,898	\$420,928	36%
2032	\$1,217,290	\$420,928	\$99,461	\$101,456	\$362	\$59,374	\$461,376	38%
2033	\$1,253,809	\$461,376	\$102,444	\$104,392	\$321	\$140,492	\$423,649	34%
2034	\$1,291,423	\$423,649	\$105,518	\$106,147	\$373	\$50,222	\$479,319	37%
2035	\$1,330,166	\$479,319	\$108,683	\$108,625	\$405	\$74,699	\$513,708	39%

Cash Flow Summary - General Reserves
Table 4 - Current Funding - 3% Annual Increase

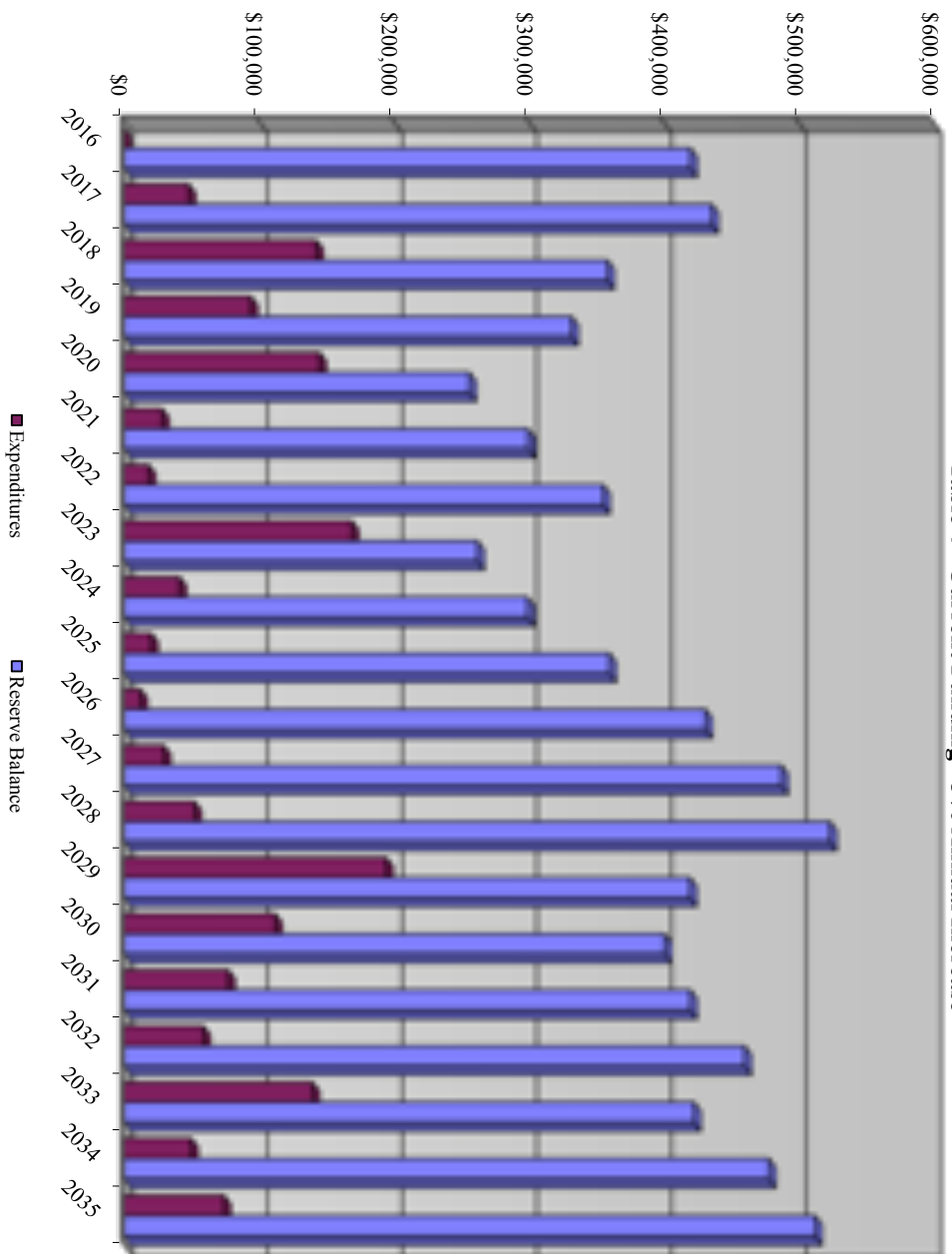


TABLE 4A
CASH FLOW SUMMARY- GENERAL RESERVES
(Recommended Funding Plan - 0.75% Annual Increase)

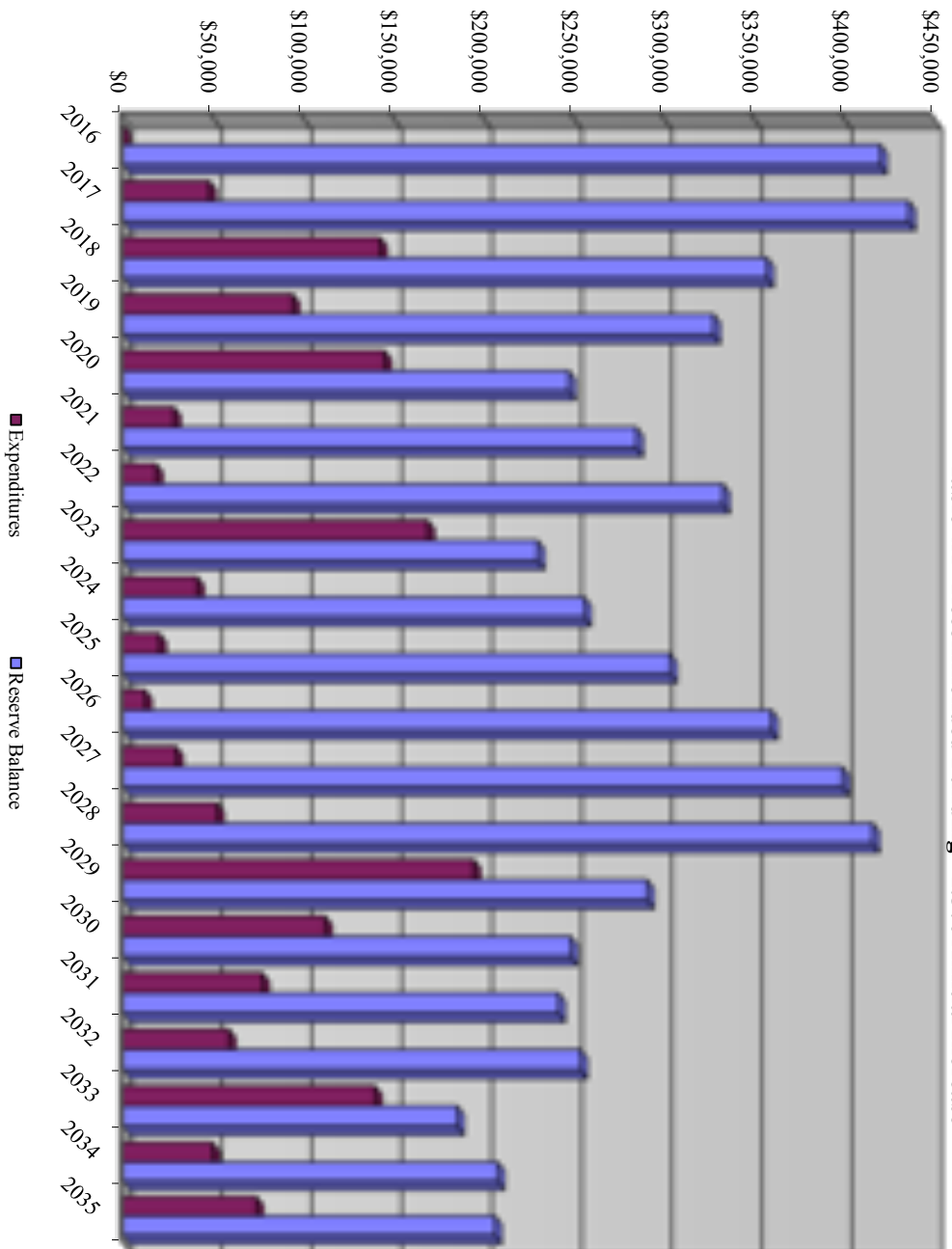
SALEM FIELDS GENERAL RESERVES

Initial Contribution: \$66,543
Projected Increase: 0.75% (starting in 2018)
Beginning Balance \$356,819

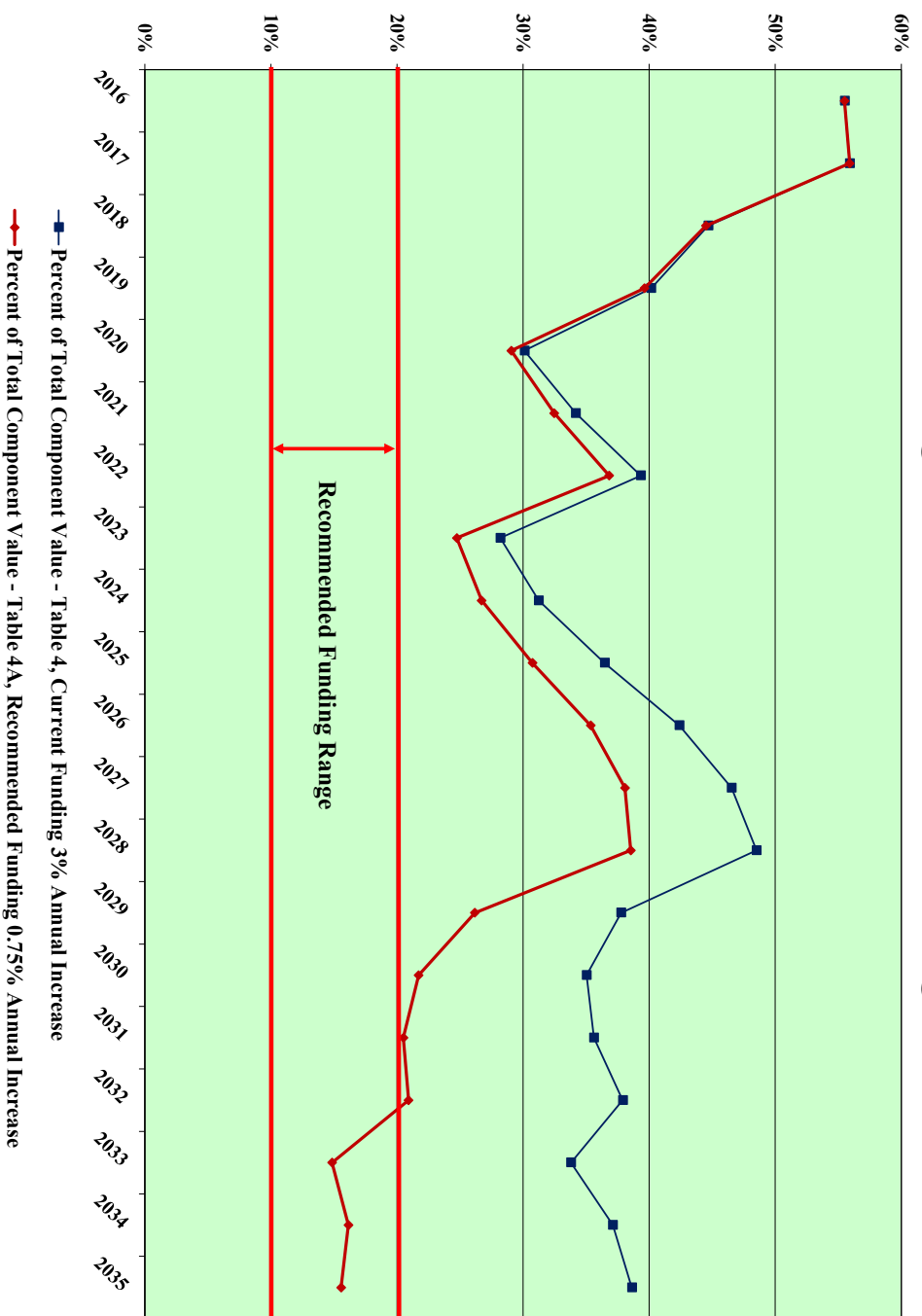
Begin Study Period: 2016
End Study Period: 2035

Year	Reserve Component Value	Beginning Reserve Balance	Yearly Contribution	Component Method Contribution	Interest Paid On Reserve Balance	Capital Expenditure	Ending Reserve Balance	% Total Assets
2016	\$758,575	\$356,819	\$63,840	\$142,995	\$357		\$421,016	56%
2017	\$781,332	\$421,016	\$63,840	\$120,838	\$373	\$48,410	\$436,818	56%
2018	\$804,772	\$436,818	\$64,319	\$94,446	\$293	\$143,328	\$358,103	44%
2019	\$828,915	\$358,103	\$64,801	\$83,486	\$263	\$94,739	\$328,428	40%
2020	\$853,783	\$328,428	\$65,287	\$77,453	\$183	\$145,753	\$248,145	29%
2021	\$879,396	\$248,145	\$65,777	\$77,795	\$220	\$28,547	\$285,594	32%
2022	\$905,778	\$285,594	\$66,270	\$78,373	\$267	\$18,508	\$333,623	37%
2023	\$932,952	\$333,623	\$66,767	\$87,523	\$164	\$169,723	\$230,832	25%
2024	\$960,940	\$230,832	\$67,268	\$87,749	\$189	\$41,613	\$256,676	27%
2025	\$989,768	\$256,676	\$67,772	\$90,522	\$236	\$20,354	\$304,330	31%
2026	\$1,019,461	\$304,330	\$68,281	\$90,940	\$292	\$12,364	\$360,539	35%
2027	\$1,050,045	\$360,539	\$68,793	\$91,864	\$331	\$29,761	\$399,901	38%
2028	\$1,081,547	\$399,901	\$69,309	\$88,071	\$347	\$52,753	\$416,804	39%
2029	\$1,113,993	\$416,804	\$69,829	\$92,951	\$221	\$195,315	\$291,539	26%
2030	\$1,147,413	\$291,539	\$70,352	\$96,608	\$179	\$112,839	\$249,231	22%
2031	\$1,181,835	\$249,231	\$70,880	\$99,516	\$171	\$77,898	\$242,384	21%
2032	\$1,217,290	\$242,384	\$71,412	\$101,456	\$183	\$59,374	\$254,605	21%
2033	\$1,253,809	\$254,605	\$71,947	\$104,392	\$114	\$140,492	\$186,174	15%
2034	\$1,291,423	\$186,174	\$72,487	\$106,147	\$136	\$50,222	\$208,575	16%
2035	\$1,330,166	\$208,575	\$73,030	\$108,625	\$134	\$74,699	\$207,040	16%

Cash Flow Summary - General Reserves
Table 4A - Recommended Funding - 1.5% Annual Increase



General Reserves Funding Levels Vs. Recommended Range



APPENDIX C
VILLAS MEETING HOUSE RESERVE TABLES

SALEM FIELDS
VILLAS MEETING HOUSE RESERVES
TABLE 1 EXPENDITURE SUMMARY BY SYSTEM

Text Section No.	Item Description	Typical Useful Life (yrs)	Target Replacement/Repair Cycle 1	Target Replacement/Repair Cycle 2	Target Replacement/Repair Cycle 3 (Year)	Target Replacement/Repair Cycle 4	Target Replacement/Repair Cycle 5	Quantity	Units	Unit Cost	Cost to Replace/Repair (present worth)
VILLAS MEETING HOUSE RESERVES											
5.0	Building										
5.3.a	Replace Roof, Gutters, and Downspouts	20	2020	2040				3,200	sq. ft.	\$5.25	\$16,800
5.3.b	Replace Siding & Trim	25	2033	2058				1	lump sum	\$25,000	\$25,000
5.3.c	Paint Building Exterior	5	2021	2026	2028	2038		1	lump sum	\$2,000	\$2,000
5.3.d	Replace Windows	35	2035	2070				1	lump sum	\$7,500	\$7,500
5.3.e	Replace Exterior Doors	25	2025	2050				1	lump sum	\$5,000	\$5,000
5.3.f	Replace 5-ton Air-Conditioning Split-System	15	2021	2036				1	each	\$5,000	\$5,000
5.3.g	Replace Furnace	25	2025	2050				1	each	\$2,500	\$2,500
5.3.h	Replace Water Heater	15	2025	2040				1	each	\$1,000	\$1,000
5.3.i	Interior Renovation	10	2019	2029	2039			1	lump sum	\$35,000	\$35,000
5.3.j	Replace Kitchen Appliances	10	2025	2035				1	lump sum	\$2,500	\$2,500
6.0	Grounds										
6.3.a	Brick and Concrete Repairs	5	2016	2021	2026	2031	2036	1	lump sum	\$3,000	\$3,000
6.3.b	Replace Perimeter Fence	25	2025	2050				1	lump sum	\$10,000	\$10,000
6.3.c	Retaining Wall Repairs	15	2016	2031	2046			1	lump sum	\$4,500	\$4,500
6.3.d	Remove Gas Grill Enclosure	n/a	2017					1	each	\$10,000	\$10,000
6.3.f	Replace Outdoor Furniture	15	2018	2033	2048			1	lump sum	\$15,000	\$15,000
6.3.g	Replace Awnings	10	2023	2033	2043			2	each	\$2,250	\$4,500
											\$149,300

**TABLE 2
EXPENDITURE FORECAST BY YEAR**

Text Section No.	Item Description	Cost to Replace/Repair (present worth)	Cost to Replace/Repair (future worth)	Total Expenditures
2016				
6.3.a	Brick and Concrete Repairs	\$3,000	\$3,000	
6.3.c	Retaining Wall Repairs	\$4,500	\$4,500	\$7,500
2017				
6.3.d	Remove Gas Grill Enclosure	\$10,000	\$10,300	\$10,300
2018				
6.3.f	Replace Outdoor Furniture	\$15,000	\$15,914	\$15,914
2019				
5.3.i	Interior Renovation	\$35,000	\$38,245	\$38,245
2020				
5.3.a	Replace Roof, Gutters, and Downspouts	\$16,800	\$18,909	\$18,909
2021				
5.3.c	Paint Building Exterior	\$2,000	\$2,319	
5.3.f	Replace 5-ton Air-Conditioning Split-System	\$5,000	\$5,796	
6.3.a	Brick and Concrete Repairs	\$3,000	\$3,478	\$11,593
2022				
2023				
6.3.g	Replace Awnings	\$4,500	\$5,534	\$5,534
2024				
2025				
5.3.e	Replace Exterior Doors	\$5,000	\$6,524	
5.3.g	Replace Furnace	\$2,500	\$3,262	
5.3.h	Replace Water Heater	\$1,000	\$1,305	
5.3.j	Replace Kitchen Appliances	\$2,500	\$3,262	
6.3.b	Replace Perimeter Fence	\$10,000	\$13,048	\$27,400
2026				
5.3.c	Paint Building Exterior	\$2,000	\$2,688	
6.3.a	Brick and Concrete Repairs	\$3,000	\$4,032	\$6,720
2027				
2028				
5.3.c	Paint Building Exterior	\$2,000	\$2,852	\$2,852
2029				
5.3.i	Interior Renovation	\$35,000	\$51,399	\$51,399
2030				
2031				
6.3.c	Retaining Wall Repairs	\$4,500	\$7,011	
6.3.a	Brick and Concrete Repairs	\$3,000	\$4,674	\$11,685
2032				
2033				
5.3.b	Replace Siding & Trim	\$25,000	\$41,321	
6.3.f	Replace Outdoor Furniture	\$15,000	\$24,793	
6.3.g	Replace Awnings	\$4,500	\$7,438	\$73,552
2034				
2035				
5.3.d	Replace Windows	\$7,500	\$13,151	
5.3.j	Replace Kitchen Appliances	\$2,500	\$4,384	\$17,535

**SALEM FIELDS
VILLAS MEETING HOUSE RESERVES
TABLE 3 COMPONENT CONTRIBUTION BY YEAR**

Text Section No.	Item Description	1 Contribution 2016	2 Contribution 2017	3 Contribution 2018	4 Contribution 2019	5 Contribution 2020	6 Contribution 2021	7 Contribution 2022
5.0	Building							
5.3.a	Replace Roof, Gutters, and Downspouts	\$3,349	\$3,349	\$3,349	\$3,349	\$1,551	\$1,551	\$1,551
5.3.b	Replace Siding & Trim	\$1,571	\$1,571	\$1,571	\$1,571	\$1,571	\$1,571	\$1,571
5.3.c	Paint Building Exterior	\$326	\$326	\$326	\$326	\$326	\$527	\$527
5.3.d	Replace Windows	\$441	\$441	\$441	\$441	\$441	\$441	\$441
5.3.e	Replace Exterior Doors	\$496	\$496	\$496	\$496	\$496	\$496	\$496
5.3.f	Replace 5-ton Air-Conditioning Split-System	\$816	\$816	\$816	\$816	\$816	\$561	\$561
5.3.g	Replace Furnace	\$248	\$248	\$248	\$248	\$248	\$248	\$248
5.3.h	Replace Water Heater	\$99	\$99	\$99	\$99	\$99	\$99	\$99
5.3.i	Interior Renovation	\$9,095	\$9,095	\$9,095	\$4,913	\$4,913	\$4,913	\$4,913
5.3.j	Replace Kitchen Appliances	\$248	\$248	\$248	\$248	\$248	\$248	\$248
6.0	Grounds							
6.3.a	Brick and Concrete Repairs	\$682	\$682	\$682	\$682	\$682	\$790	\$790
6.3.b	Replace Perimeter Fence	\$992	\$992	\$992	\$992	\$992	\$992	\$992
6.3.c	Retaining Wall Repairs	\$436	\$436	\$436	\$436	\$436	\$436	\$436
6.3.d	Remove Gas Grill Enclosure	\$7,450						
6.3.f	Replace Outdoor Furniture	\$5,716	\$5,716	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540
6.3.g	Replace Awnings	\$549	\$549	\$549	\$549	\$549	\$549	\$549
		\$32,512	\$25,062	\$20,886	\$16,705	\$14,907	\$14,961	\$14,961

**SALEM FIELDS
VILLAS MEETING HOUSE RESERVES
TABLE 3 COMPONENT CONTRIBUTION BY YEAR**

Text Section No.	Item Description	8 Contribution 2023	9 Contribution 2024	10 Contribution 2025	11 Contribution 2026	12 Contribution 2027	13 Contribution 2028	14 Contribution 2029
5.0	Building							
5.3.a	Replace Roof, Gutters, and Downspouts	\$1,551	\$1,551	\$1,551	\$1,551	\$1,551	\$1,551	\$1,551
5.3.b	Replace Siding & Trim	\$1,571	\$1,571	\$1,571	\$1,571	\$1,571	\$1,571	\$1,571
5.3.c	Paint Building Exterior	\$527	\$527	\$527	\$1,419	\$1,419	\$366	\$366
5.3.d	Replace Windows	\$441	\$441	\$441	\$441	\$441	\$441	\$441
5.3.e	Replace Exterior Doors	\$496	\$496	\$484	\$484	\$484	\$484	\$484
5.3.f	Replace 5-ton Air-Conditioning Split-System	\$561	\$561	\$561	\$561	\$561	\$561	\$561
5.3.g	Replace Furnace	\$248	\$248	\$242	\$242	\$242	\$242	\$242
5.3.h	Replace Water Heater	\$99	\$99	\$126	\$126	\$126	\$126	\$126
5.3.i	Interior Renovation	\$4,913	\$4,913	\$4,913	\$4,913	\$4,913	\$4,913	\$6,602
5.3.j	Replace Kitchen Appliances	\$248	\$248	\$419	\$419	\$419	\$419	\$419
6.0	Grounds							
6.3.a	Brick and Concrete Repairs	\$790	\$790	\$790	\$916	\$916	\$916	\$916
6.3.b	Replace Perimeter Fence	\$992	\$992	\$967	\$967	\$967	\$967	\$967
6.3.c	Retaining Wall Repairs	\$436	\$436	\$436	\$436	\$436	\$436	\$436
6.3.d	Remove Gas Grill Enclosure							
6.3.f	Replace Outdoor Furniture	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540
6.3.g	Replace Awnings	\$711	\$711	\$711	\$711	\$711	\$711	\$711
		\$15,124	\$15,124	\$15,279	\$16,296	\$16,296	\$15,244	\$16,934

**SALEM FIELDS
VILLAS MEETING HOUSE RESERVES
TABLE 3 COMPONENT CONTRIBUTION BY YEAR**

Text Section No.	Item Description	15 Contribution 2030	16 Contribution 2031	17 Contribution 2032	18 Contribution 2033	19 Contribution 2034	20 Contribution 2035
5.0	Building						
5.3.a	Replace Roof, Gutters, and Downspouts	\$1,551	\$1,551	\$1,551	\$1,551	\$1,551	\$1,551
5.3.b	Replace Siding & Trim	\$1,571	\$1,571	\$1,571	\$3,063	\$3,063	\$3,063
5.3.c	Paint Building Exterior	\$366	\$366	\$366	\$366	\$366	\$366
5.3.d	Replace Windows	\$441	\$441	\$441	\$441	\$441	\$888
5.3.e	Replace Exterior Doors	\$484	\$484	\$484	\$484	\$484	\$484
5.3.f	Replace 5-ton Air-Conditioning Split-System	\$561	\$561	\$561	\$561	\$561	\$561
5.3.g	Replace Furnace	\$242	\$242	\$242	\$242	\$242	\$242
5.3.h	Replace Water Heater	\$126	\$126	\$126	\$126	\$126	\$126
5.3.i	Interior Renovation	\$6,602	\$6,602	\$6,602	\$6,602	\$6,602	\$6,602
5.3.j	Replace Kitchen Appliances	\$419	\$419	\$419	\$419	\$419	
6.0	Grounds						
6.3.a	Brick and Concrete Repairs	\$916	\$1,062	\$1,062	\$1,062	\$1,062	\$1,062
6.3.b	Replace Perimeter Fence	\$967	\$967	\$967	\$967	\$967	\$967
6.3.c	Retaining Wall Repairs	\$436	\$679	\$679	\$679	\$679	\$679
6.3.d	Remove Gas Grill Enclosure						
6.3.f	Replace Outdoor Furniture	\$1,540	\$1,540	\$1,540	\$2,400	\$2,400	\$2,400
6.3.g	Replace Awnings	\$711	\$711	\$711	\$955	\$955	\$955
		\$16,934	\$17,323	\$17,323	\$19,919	\$19,919	\$19,947

TABLE 4
CASH FLOW SUMMARY - VILLAS MEETING HOUSE RESERVES
 (Current Funding Plan - 3% Annual Increase)

SALEM FIELDS VILLAS MEETING HOUSE RESERVES									
Initial Contribution:			\$9,000				Begin Study Period:		2016
Projected Increase:			3.00%				End Study Period:		2035
Beginning Balance			\$54,729						
Year	Reserve Component Value	Beginning Reserve Balance	Yearly Contribution	Component Method Contribution	Interest Paid On Reserve Balance	Capital Expenditure	Ending Reserve Balance	% Total Assets	
2016	\$149,300	\$54,729	\$9,000	\$32,512	\$472	\$7,500	\$56,702	38%	
2017	\$153,779	\$56,702	\$9,270	\$25,062	\$464	\$10,300	\$56,136	37%	
2018	\$158,392	\$56,136	\$9,548	\$20,886	\$402	\$15,914	\$50,172	32%	
2019	\$163,144	\$50,172	\$9,835	\$16,705	\$119	\$38,245	\$21,881	13%	
2020	\$168,038	\$21,881	\$10,130	\$14,907	\$30	\$18,909	\$13,132	8%	
2021	\$173,080	\$13,132	\$10,433	\$14,961	\$15	\$11,593	\$11,988	7%	
2022	\$178,272	\$11,988	\$10,746	\$14,961	\$120		\$22,854	13%	
2023	\$183,620	\$22,854	\$11,069	\$15,124	\$173	\$5,534	\$28,562	16%	
2024	\$189,129	\$28,562	\$11,401	\$15,124	\$286		\$40,248	21%	
2025	\$194,803	\$40,248	\$11,743	\$15,279	\$128	\$27,400	\$24,719	13%	
2026	\$200,647	\$24,719	\$12,095	\$16,296	\$180	\$6,720	\$30,275	15%	
2027	\$206,666	\$30,275	\$12,458	\$16,296	\$303		\$43,036	21%	
2028	\$212,866	\$43,036	\$12,832	\$15,244	\$402	\$2,852	\$53,418	25%	
2029	\$219,252	\$53,418	\$13,217	\$16,934	\$20	\$51,399	\$15,256	7%	
2030	\$225,830	\$15,256	\$13,613	\$16,934	\$153		\$29,022	13%	
2031	\$232,605	\$29,022	\$14,022	\$17,323	\$173	\$11,685	\$31,533	14%	
2032	\$239,583	\$31,533	\$14,442	\$17,323	\$315		\$46,290	19%	
2033	\$246,770	\$46,290	\$14,876	\$19,919		\$73,552	-\$12,386	-5%	
2034	\$254,173	-\$12,386	\$15,322	\$19,919			\$2,936	1%	
2035	\$261,798	\$2,936	\$15,782	\$19,947		\$17,535	\$1,183	0%	

Cash Flow Summary - Villas Meeting House Reserves
Table 4 - Current Funding, 3% Annual Increase

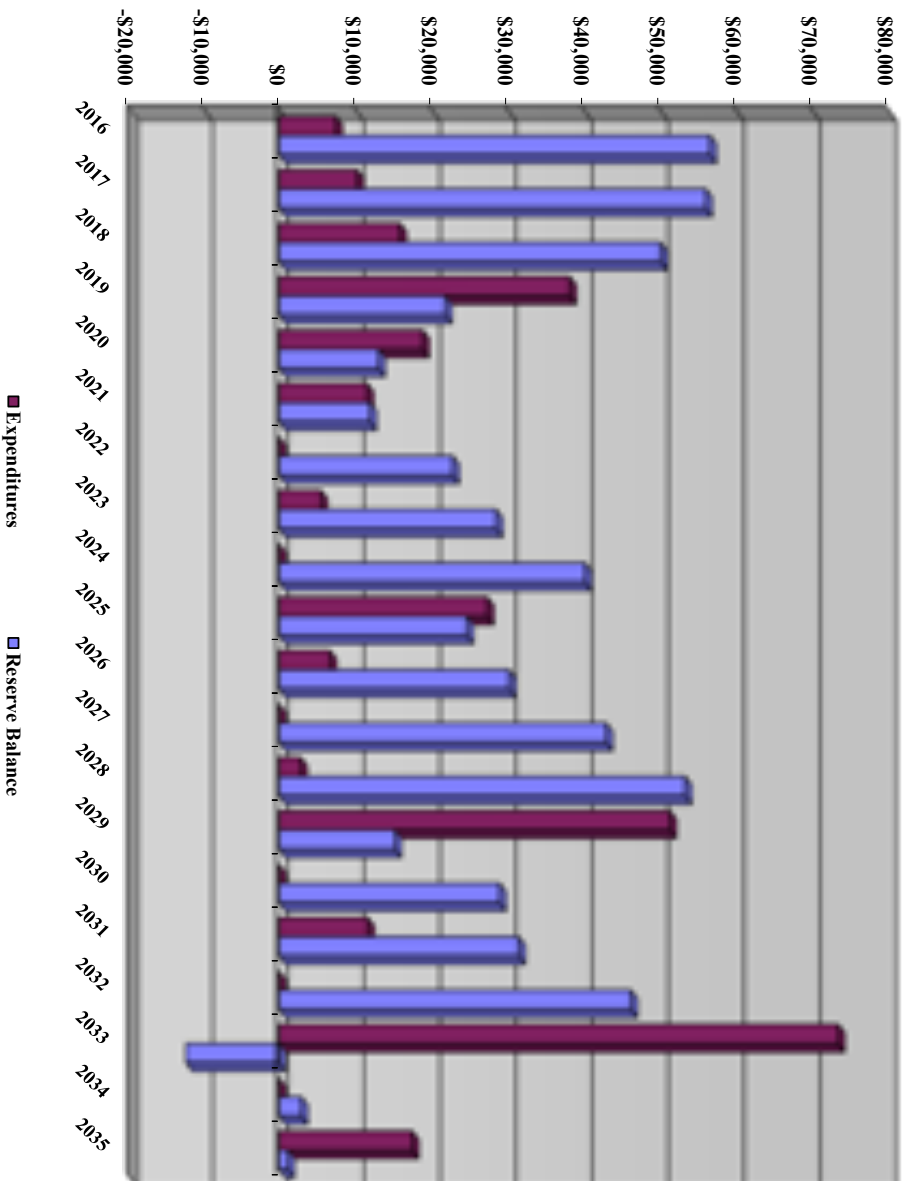
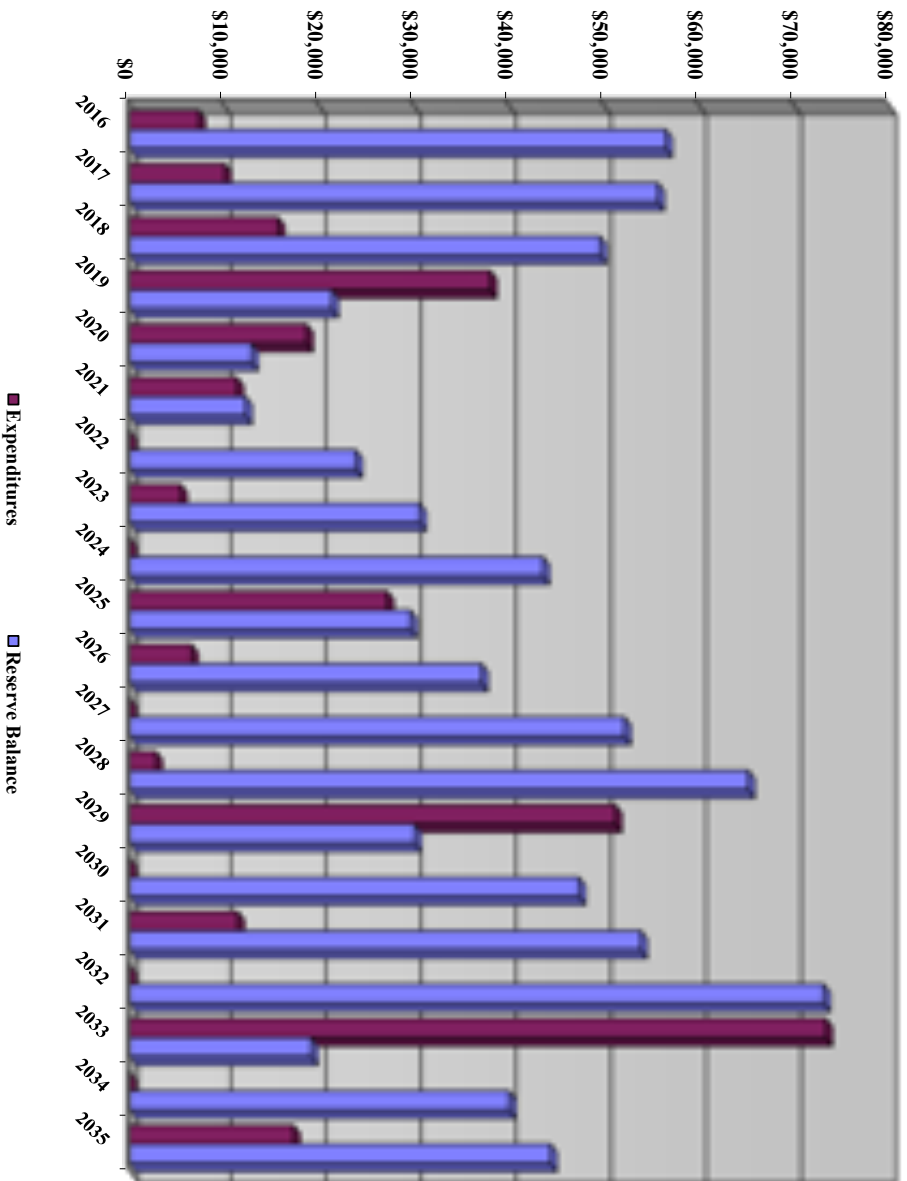


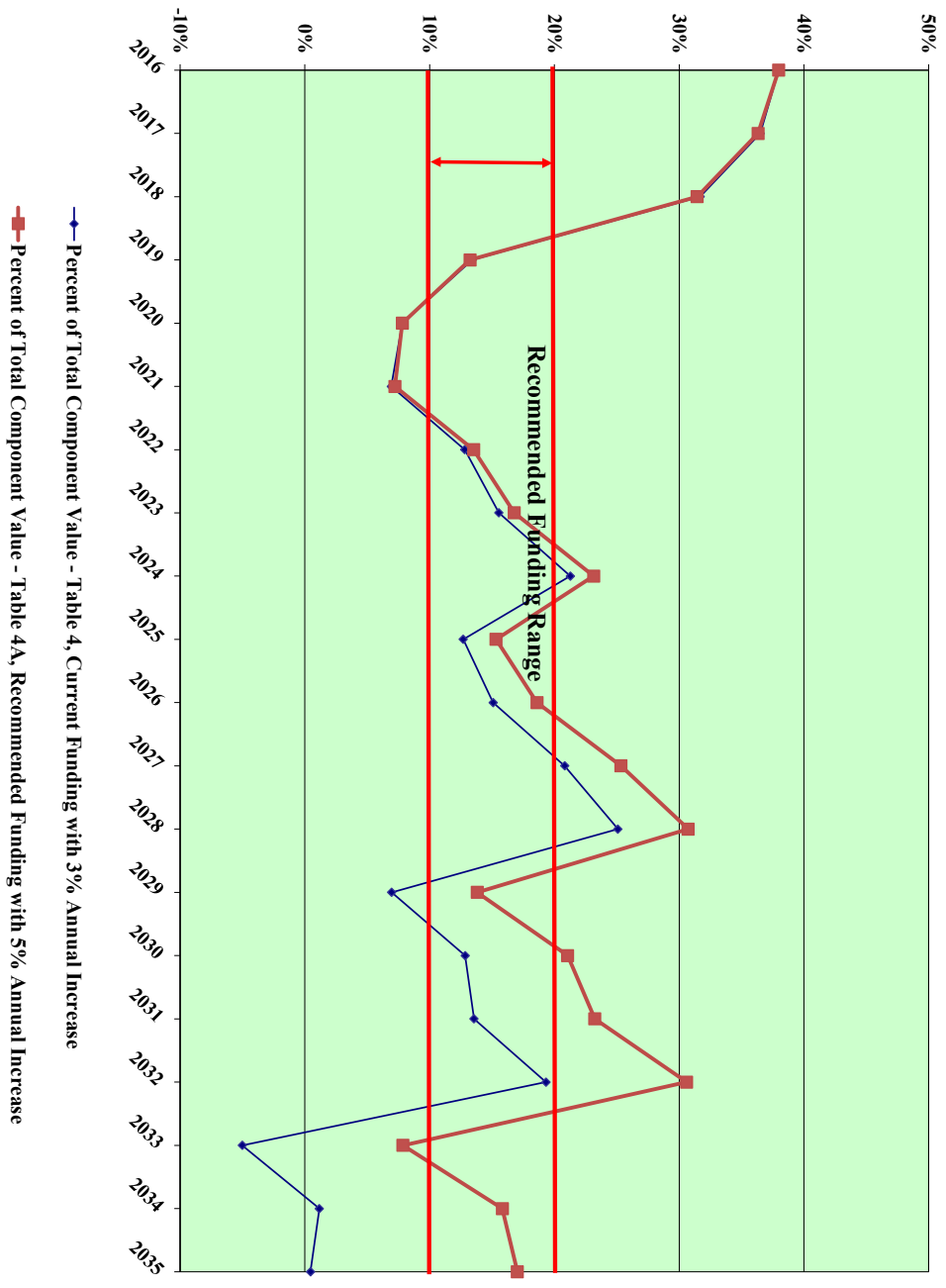
TABLE 4A
CASH FLOW SUMMARY - VILLAS MEETING HOUSE RESERVES
(Recommended Funding Plan - 5% Annual Increase)

SALEM FIELDS VILLAS MEETING HOUSE RESERVES											
Initial Contribution:			\$9,000				Begin Study Period:	2016			
Projected Increase:			5.00% (starting in 2018)				End Study Period:	2035			
Beginning Balance			\$54,729								
Year	Reserve Component Value	Beginning Reserve Balance	Yearly Contribution	Component Method Contribution	Interest Paid On Reserve Balance	Capital Expenditure	Ending Reserve Balance	% Total Assets			
2016	\$149,300	\$54,729	\$9,000	\$32,512	\$472	\$7,500	\$56,702	38%			
2017	\$153,779	\$56,702	\$9,000	\$25,062	\$464	\$10,300	\$55,866	36%			
2018	\$158,392	\$55,866	\$9,450	\$20,886	\$400	\$15,914	\$49,802	31%			
2019	\$163,144	\$49,802	\$9,923	\$16,705	\$116	\$38,245	\$21,594	13%			
2020	\$168,038	\$21,594	\$10,419	\$14,907	\$27	\$18,909	\$13,131	8%			
2021	\$173,080	\$13,131	\$10,940	\$14,961	\$15	\$11,593	\$12,493	7%			
2022	\$178,272	\$12,493	\$11,487	\$14,961	\$125		\$24,105	14%			
2023	\$183,620	\$24,105	\$12,061	\$15,124	\$186	\$5,534	\$30,817	17%			
2024	\$189,129	\$30,817	\$12,664	\$15,124	\$308		\$43,789	23%			
2025	\$194,803	\$43,789	\$13,297	\$15,279	\$164	\$27,400	\$29,850	15%			
2026	\$200,647	\$29,850	\$13,962	\$16,296	\$231	\$6,720	\$37,324	19%			
2027	\$206,666	\$37,324	\$14,660	\$16,296	\$373		\$52,357	25%			
2028	\$212,866	\$52,357	\$15,393	\$15,244	\$495	\$2,852	\$65,393	31%			
2029	\$219,252	\$65,393	\$16,163	\$16,934	\$140	\$51,399	\$30,297	14%			
2030	\$225,830	\$30,297	\$16,971	\$16,934	\$303		\$47,571	21%			
2031	\$232,605	\$47,571	\$17,819	\$17,323	\$359	\$11,685	\$54,065	23%			
2032	\$239,583	\$54,065	\$18,710	\$17,323	\$541		\$73,316	31%			
2033	\$246,770	\$73,316	\$19,646	\$19,919		\$73,552	\$19,410	8%			
2034	\$254,173	\$19,410	\$20,628	\$19,919	\$194		\$40,232	16%			
2035	\$261,798	\$40,232	\$21,660	\$19,947	\$227	\$17,535	\$44,584	17%			

Cash Flow Summary - Villas Meeting House Reserves
Table 4A - Recommended Funding, 5% Annual Increase



Villas Meeting House Funding Levels Vs. Recommended Range



APPENDIX D
TOWNHOME RESERVE TABLES

SALEM FIELDS
TOWNHOME RESERVES
TABLE 1
EXPENDITURE SUMMARY BY SYSTEM

Text Section No.	Item Description	Typical Useful Life (yrs)	Cycle 1	Cycle 2	Cycle 3	Cycle 4	Cycle 5	Quantity	Units	Unit Cost	Cost to Replace/Repair (present worth)
TOWNHOME RESERVES											
7.0	Asphalt Pavement										
7.3.a	Seal Coat and Re-Stripe Pavements (Sect 1)	5	2017	2022	2027	2037		8,800	sq. yds.	\$1.50	\$13,200
7.3.b	Pavement Full-Depth Repairs (Sect 1)	5	2017	2022	2027	2032		440	sq. yds.	\$55	\$24,200
7.3.c	Overlay Pavements (Sect. 1)	20	2022	2042				8,800	sq. yds.	\$15	\$132,000
7.3.d	Seal Coat and Re-Stripe Pavements (Sect. 7)	5	2017	2022	2032	2037		7,400	sq. yds.	\$1.50	\$11,100
7.3.e	Pavement Full-Depth Repairs (Sect. 7)	5	2017	2022	2032	2037		370	sq. yds.	\$55	\$20,350
7.3.f	Overlay Pavements (Sect. 7)	20	2027	2047				7,400	sq. yds.	\$15	\$111,000
8.0	Concrete										
8.3.a	Curb & Gutter Repairs	3	2019	2022	2025	2028	2031	500	lin. ft.	\$32	\$16,000
8.3.b	Sidewalk Repairs	3	2019	2022	2025	2028	2031	1,500	sq. ft.	\$7.00	\$10,500
8.3.c	Storm Drain Repairs	10	2020	2030	2040			1	lump sum	\$6,000	\$6,000
											\$344,350

**TABLE 2
EXPENDITURE FORECAST BY YEAR**

Text Section No.	Item Description	Cost to Replace/Repair (present worth)	Cost to Replace/Repair (future worth)	Total Expenditures
2016				
2017				
7.3.a	Seal Coat and Re-Stripe Pavements (Sect. 1)	\$13,200	\$13,596	
7.3.b	Pavement Full-Depth Repairs (Sect. 1)	\$24,200	\$24,926	
7.3.d	Seal Coat and Re-Stripe Pavements (Sect. 7)	\$11,100	\$11,433	
7.3.e	Pavement Full-Depth Repairs (Sect. 7)	\$20,350	\$20,961	\$70,916
2018				
2019				
8.3.a	Curb & Gutter Repairs	\$16,000	\$17,484	
8.3.b	Sidewalk Repairs	\$10,500	\$11,474	\$28,957
2020				
8.3.c	Storm Drain Repairs	\$6,000	\$6,753	\$6,753
2021				
2022				
7.3.c	Overlay Pavements (Sect. 1)	\$132,000	\$157,615	
7.3.a	Seal Coat and Re-Stripe Pavements (Sect. 1)	\$13,200	\$15,761	
7.3.b	Pavement Full-Depth Repairs (Sect. 1)	\$24,200	\$28,896	
7.3.d	Seal Coat and Re-Stripe Pavements (Sect. 7)	\$11,100	\$13,254	
7.3.e	Pavement Full-Depth Repairs (Sect. 7)	\$20,350	\$24,299	
8.3.a	Curb & Gutter Repairs	\$16,000	\$19,105	
8.3.b	Sidewalk Repairs	\$10,500	\$12,538	\$271,468
2023				
2024				
2025				
8.3.a	Curb & Gutter Repairs	\$16,000	\$20,876	
8.3.b	Sidewalk Repairs	\$10,500	\$13,700	\$34,576
2026				
2027				
7.3.f	Overlay Pavements (Sect. 7)	\$111,000	\$153,650	
7.3.a	Seal Coat and Re-Stripe Pavements (Sect. 1)	\$13,200	\$18,272	
7.3.b	Pavement Full-Depth Repairs (Sect. 1)	\$24,200	\$33,498	
8.3.a	Curb & Gutter Repairs	\$16,000	\$22,148	
8.3.b	Sidewalk Repairs	\$10,500	\$14,534	\$242,103
2028				
8.3.a	Curb & Gutter Repairs	\$16,000	\$22,812	
8.3.b	Sidewalk Repairs	\$10,500	\$14,970	\$37,783
2029				
2030				
8.3.c	Storm Drain Repairs	\$6,000	\$9,076	
8.3.a	Curb & Gutter Repairs	\$16,000	\$24,201	
8.3.b	Sidewalk Repairs	\$10,500	\$15,882	\$49,159

**TABLE 2
EXPENDITURE FORECAST BY YEAR**

Text Section No.	Item Description	Cost to Replace/Repair <i>(present worth)</i>	Cost to Replace/Repair <i>(future worth)</i>	Total Expenditures
2031				
8.3.a	Curb & Gutter Repairs	\$16,000	\$24,927	
8.3.b	Sidewalk Repairs	\$10,500	\$16,359	\$41,286
2032				
7.3.d	Seal Coat and Re-Stripe Pavements (Sect. 7)	\$11,100	\$17,812	
7.3.e	Pavement Full-Depth Repairs (Sect. 7)	\$20,350	\$32,656	
7.3.b	Pavement Full-Depth Repairs (Sect. 1)	\$24,200	\$38,834	\$89,302
2033				
8.3.a	Curb & Gutter Repairs	\$16,000	\$26,446	
8.3.b	Sidewalk Repairs	\$10,500	\$17,355	\$43,800
2034				
2035				

SALEM FIELDS
TOWNHOME RESERVES

TABLE 3
COMPONENT CONTRIBUTION BY YEAR

Text Section No.	Item Description	1 Contribution 2016	2 Contribution 2017	3 Contribution 2018	4 Contribution 2019	5 Contribution 2020	6 Contribution 2021	7 Contribution 2022
TOWNHOME RESERVES								
7.0	Asphalt Pavement							
7.3a	Seal Coat and Re-Stripe Pavements (Sect. 1)	\$1,025	\$1,025	\$1,025	\$1,025	\$1,025	\$1,025	\$3,582
7.3b	Pavement Full-Depth Repairs (Sect. 1)	\$1,880	\$1,880	\$1,880	\$1,880	\$1,880	\$1,880	\$6,567
7.3c	Overlay Pavements (Sect. 1)	\$56,409	\$11,152	\$11,152	\$11,152	\$11,152	\$11,152	\$11,152
7.3c	Off Cycle Pavement Full-Depth Repairs (Sect. 1)	\$31,025						
7.3.d	Seal Coat and Re-Stripe Pavements (Sect. 7)	\$4,743	\$2,598	\$2,598	\$2,598	\$2,598	\$2,598	\$1,703
7.3e	Pavement Full-Depth Repairs (Sect. 7)	\$8,696	\$4,764	\$4,764	\$4,764	\$4,764	\$4,764	\$3,121
7.3f	Overlay Pavements (Sect. 7)	\$5,119	\$5,119	\$5,119	\$5,119	\$5,119	\$5,119	\$5,119
8.0	Concrete							
8.3a	Curb & Gutter Repairs	\$2,360	\$2,360	\$2,360	\$6,305	\$6,305	\$6,305	\$6,890
8.3b	Sidewalk Repairs	\$1,549	\$1,549	\$1,549	\$4,138	\$4,138	\$4,138	\$4,521
8.3c	Storm Drain Repairs	\$675	\$675	\$675	\$675	\$867	\$867	\$867
		\$113,483	\$31,123	\$31,123	\$37,656	\$37,848	\$37,848	\$43,522

SALEM FIELDS
TOWNHOME RESERVES

TABLE 3
COMPONENT CONTRIBUTION BY YEAR

Text Section No.	Item Description	8 Contribution 2023	9 Contribution 2024	10 Contribution 2025	11 Contribution 2026	12 Contribution 2027	13 Contribution 2028	14 Contribution 2029
TOWNHOME RESERVES								
7.0	Asphalt Pavement							
7.3a	Seal Coat and Re-Stripe Pavements (Sect. 1)	\$3,582	\$3,582	\$3,582	\$3,582	\$4,153	\$4,153	\$4,153
7.3b	Pavement Full-Depth Repairs (Sect. 1)	\$6,567	\$6,567	\$6,567	\$6,567	\$7,613	\$7,613	\$7,613
7.3c	Overlay Pavements (Sect. 1)	\$11,152	\$11,152	\$11,152	\$11,152	\$11,152	\$11,152	\$11,152
7.3c	Off Cycle Pavement Full-Depth Repairs (Sect. 1)							
7.3.d	Seal Coat and Re-Stripe Pavements (Sect. 7)	\$1,703	\$1,703	\$1,703	\$1,703	\$1,703	\$1,703	\$1,703
7.3e	Pavement Full-Depth Repairs (Sect. 7)	\$3,121	\$3,121	\$3,121	\$3,121	\$3,121	\$3,121	\$3,121
7.3f	Overlay Pavements (Sect. 7)	\$5,119	\$5,119	\$5,119	\$5,119	\$12,603	\$12,603	\$12,603
8.0	Concrete							
8.3a	Curb & Gutter Repairs	\$6,890	\$6,890	\$7,529	\$7,529	\$15,516	\$16,214	\$16,214
8.3b	Sidewalk Repairs	\$4,521	\$4,521	\$4,941	\$4,941	\$10,182	\$10,640	\$10,640
8.3c	Storm Drain Repairs	\$867	\$867	\$867	\$867	\$867	\$867	\$867
		\$43,522	\$43,522	\$44,580	\$44,580	\$66,910	\$68,066	\$68,066

SALEM FIELDS
TOWNHOME RESERVES

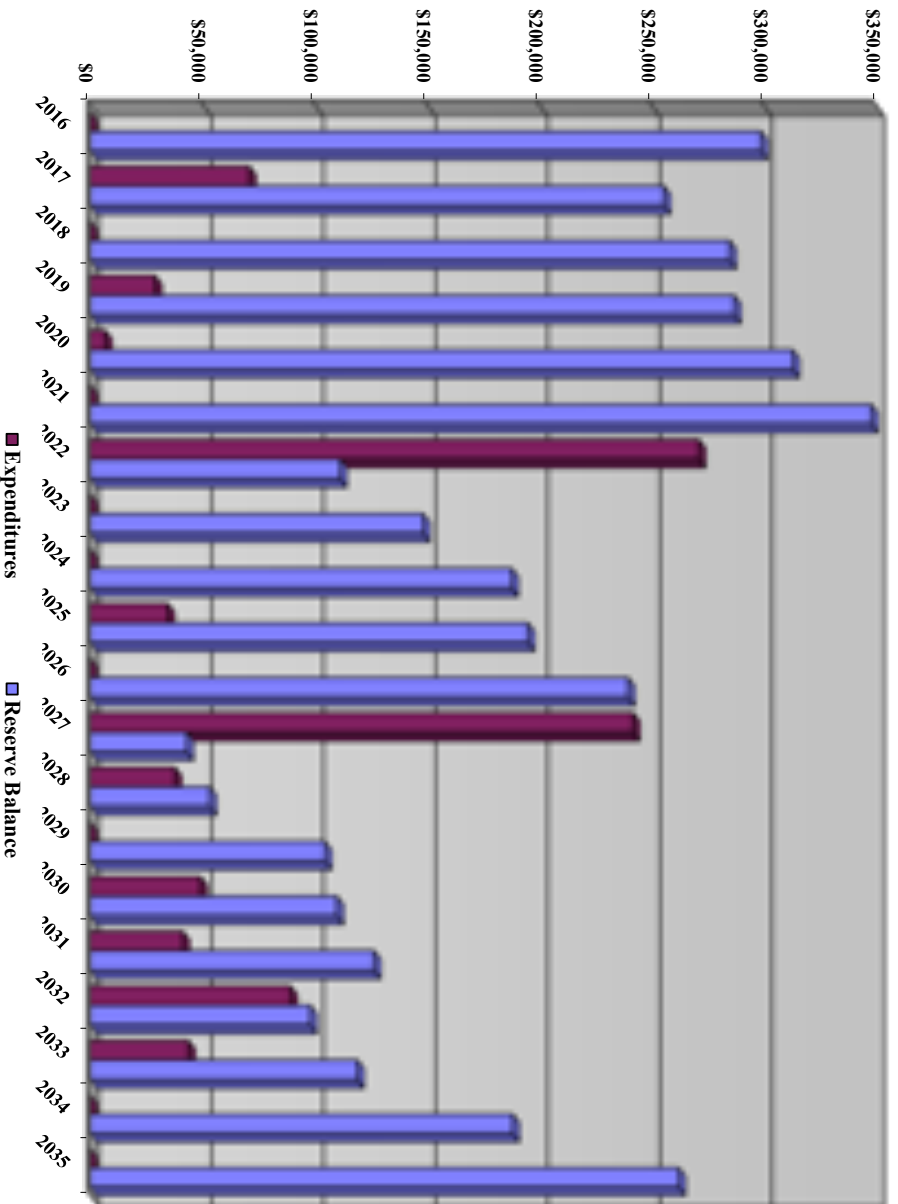
TABLE 3
COMPONENT CONTRIBUTION BY YEAR

Text Section No.	Item Description	15 Contribution 2030	16 Contribution 2031	17 Contribution 2032	18 Contribution 2033	19 Contribution 2034	20 Contribution 2035
TOWNHOME RESERVES							
7.0	Asphalt Pavement						
7.3a	Seal Coat and Re-Stripe Pavements (Sect. 1)	\$4,153	\$4,153	\$4,814	\$4,814	\$4,814	\$4,814
7.3b	Pavement Full-Depth Repairs (Sect. 1)	\$7,613	\$7,613	\$8,826	\$8,826	\$8,826	\$8,826
7.3c	Overlay Pavements (Sect. 1)	\$11,152	\$11,152	\$11,152	\$11,152	\$11,152	\$11,152
7.3c	Off Cycle Pavement Full-Depth Repairs (Sect. 1)						
7.3.d	Seal Coat and Re-Stripe Pavements (Sect. 7)	\$1,703	\$1,703	\$4,048	\$4,048	\$4,048	\$4,048
7.3e	Pavement Full-Depth Repairs (Sect. 7)	\$3,121	\$3,121	\$7,421	\$7,421	\$7,421	\$7,421
7.3f	Overlay Pavements (Sect. 7)	\$12,603	\$12,603	\$12,603	\$12,603	\$12,603	\$12,603
8.0	Concrete						
8.3a	Curb & Gutter Repairs	\$16,954	\$8,728	\$8,728			
8.3b	Sidewalk Repairs	\$11,126	\$5,728	\$5,728			
8.3c	Storm Drain Repairs	\$1,166	\$1,166	\$1,166	\$1,166	\$1,166	\$1,166
		\$69,591	\$55,966	\$64,485	\$50,030	\$50,030	\$50,030

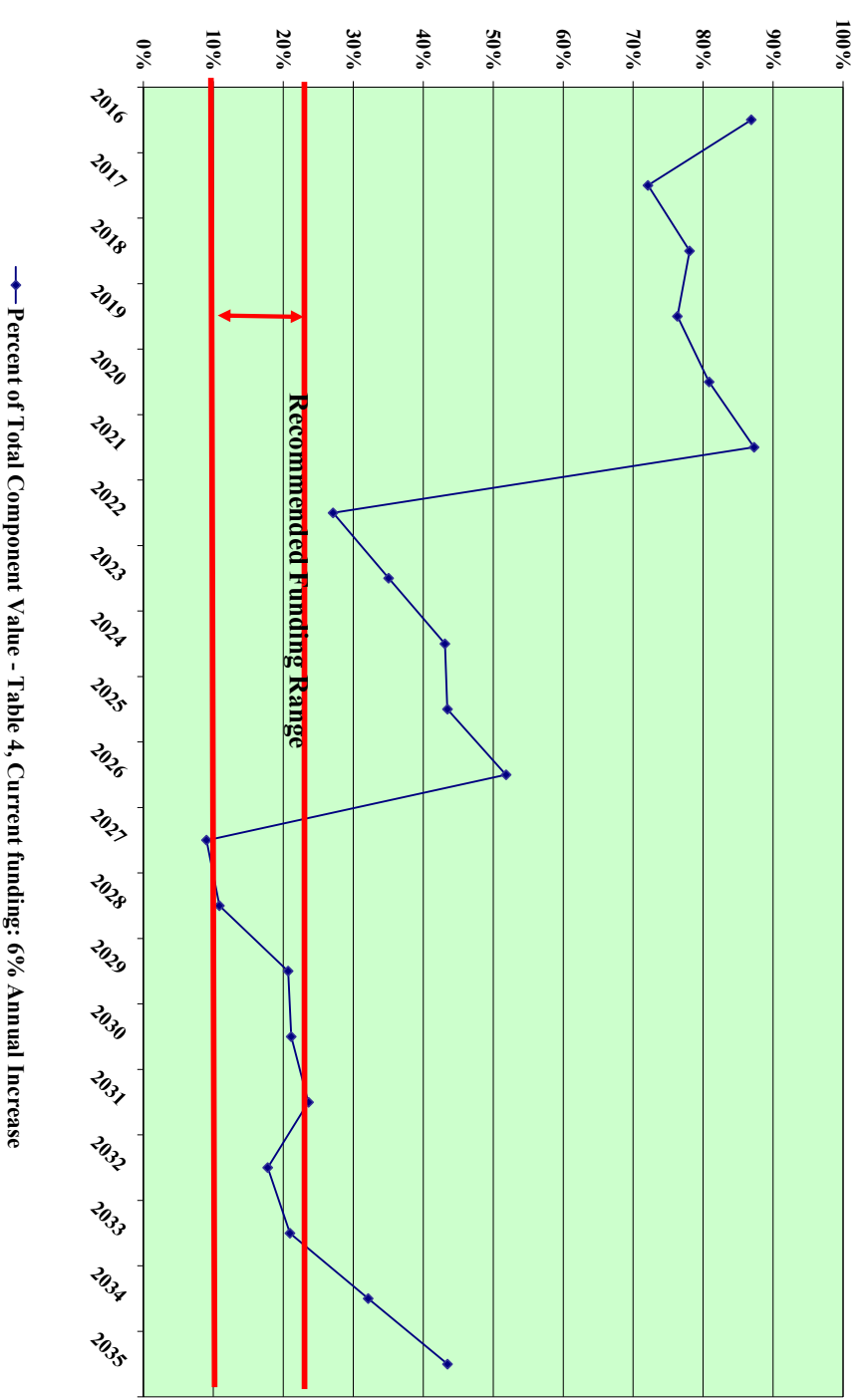
TABLE 4
CASH FLOW SUMMARY - TOWNHOME RESERVES
(Current Funding Plan - 6% Annual Increase)

SALEM FIELDS TOWNHOME RESERVES										
Initial Contribution:			\$25,278				Begin Study Period:	2016		
Projected Increase:			6.00%				End Study Period:	2035		
Beginning Balance			\$271,193							
Year	Reserve Component Value	Beginning Reserve Balance	Yearly Contribution	Component Method Contribution	Interest Paid On Reserve Balance	Capital Expenditure	Ending Reserve Balance	% Total Assets		
2016	\$344,350	\$271,193	\$25,278	\$38,431	\$2,712		\$299,183	87%		
2017	\$354,681	\$299,183	\$25,278	\$31,465	\$2,283	\$70,916	\$255,828	72%		
2018	\$365,321	\$255,828	\$26,795	\$31,465	\$2,558		\$285,181	78%		
2019	\$376,281	\$285,181	\$28,402	\$38,861	\$2,562	\$28,957	\$287,188	76%		
2020	\$387,569	\$287,188	\$30,107	\$39,204	\$2,804	\$6,753	\$313,346	81%		
2021	\$399,196	\$313,346	\$31,913	\$39,204	\$3,133		\$348,392	87%		
2022	\$411,172	\$348,392	\$33,828	\$44,051	\$769	\$271,468	\$111,521	27%		
2023	\$423,507	\$111,521	\$35,857	\$44,051	\$1,115		\$148,494	35%		
2024	\$436,212	\$148,494	\$38,009	\$44,051	\$1,485		\$187,987	43%		
2025	\$449,299	\$187,987	\$40,289	\$45,109	\$1,534	\$34,576	\$195,234	43%		
2026	\$462,778	\$195,234	\$42,707	\$45,109	\$1,952		\$239,893	52%		
2027	\$476,661	\$239,893	\$45,269	\$66,881		\$242,103	\$43,060	9%		
2028	\$490,961	\$43,060	\$47,985	\$68,037	\$53	\$37,783	\$53,315	11%		
2029	\$505,690	\$53,315	\$50,864	\$68,037	\$533		\$104,713	21%		
2030	\$520,860	\$104,713	\$53,916	\$69,562	\$556	\$49,159	\$110,025	21%		
2031	\$536,486	\$110,025	\$57,151	\$55,936	\$687	\$41,286	\$126,578	24%		
2032	\$552,581	\$126,578	\$60,580	\$63,795	\$373	\$89,302	\$98,229	18%		
2033	\$569,158	\$98,229	\$64,215	\$49,340	\$544	\$43,800	\$119,187	21%		
2034	\$586,233	\$119,187	\$68,068	\$49,340	\$1,192		\$188,447	32%		
2035	\$603,820	\$188,447	\$72,152	\$49,340	\$1,884		\$262,484	43%		

Cash Flow Summary - Townhome Reserves
Table 4 - Current Funding



Townhome Reserves Funding Levels Vs. Recommended Range



◆ Percent of Total Component Value - Table 4, Current funding: 6% Annual Increase

APPENDIX E
ATTACHED VILLAS RESERVE TABLES

**TABLE 2
EXPENDITURE FORECAST BY YEAR**

Text Section No.	Item Description	Cost to Replace/Repair (present worth)	Cost to Replace/Repair (future worth)	Total Expenditures
2016				
2017				
9.3.c	Overlay Pavements (Sect. 2 - Stonefield)	\$150,000	\$154,500	
9.3.c	Off Cycle Full-Depth Repairs (Sect. 2 - Stonefield)	\$82,500	\$84,975	\$239,475
2018				
9.3.d	Seal Coat and Re-Stripe Pavements (Sect. 3 - Oakview)	\$7,500	\$7,957	
9.3.e	Pavement Full-Depth Repairs (Sect. 3 - Oakview)	\$8,300	\$8,805	\$16,762
2019				
9.3.g	Seal Coat and Re-Stripe Pavements (Sect. 4 - Oakview)	\$5,600	\$6,119	
9.3.h	Pavement Full-Depth Repairs (Sect. 4 - Oakview)	\$6,100	\$6,666	
9.3.j	Seal Coat and Re-Stripe Pavements (Sect. 5 - Mapleview)	\$3,900	\$4,262	
9.3.k	Pavement Full-Depth Repairs (Sect. 5 - Mapleview)	\$5,500	\$6,010	
9.3.m	Seal Coat and Re-Stripe Pavements (Sect. 8 - Glenview)	\$10,500	\$11,474	
9.3.n	Pavement Full-Depth Repairs (Sect. 8 - Glenview)	\$11,000	\$12,020	
10.3.a	Curb & Gutter Repairs	\$22,400	\$24,477	
10.3.b	Sidewalk Repairs	\$14,000	\$15,298	
10.3.c	Storm Drain Repairs	\$10,000	\$10,927	\$97,253
2020				
2021				
2022				
9.3.a	Seal Coat and Re-Stripe Pavements (Sect. 2 - Stonefield)	\$15,000	\$17,911	
9.3.b	Pavement Full-Depth Repairs (Sect. 2 - Stonefield)	\$16,500	\$19,702	
10.3.a	Curb & Gutter Repairs	\$22,400	\$26,747	
10.3.b	Sidewalk Repairs	\$14,000	\$16,717	\$81,076
2023				
9.3.f	Overlay Pavements (Sect. 3 - Oakview)	\$75,000	\$92,241	
9.3.d	Seal Coat and Re-Stripe Pavements (Sect. 3 - Oakview)	\$7,500	\$9,224	
9.3.e	Pavement Full-Depth Repairs (Sect. 3 - Oakview)	\$8,300	\$10,208	\$111,673
2024				
9.3.i	Overlay Pavements (Sect. 4 - Oakview)	\$55,500	\$70,306	
9.3.l	Overlay Pavements (Sect. 5 - Mapleview)	\$39,000	\$49,404	
9.3.o	Overlay Pavements (Sect. 8 - Glenview)	\$104,300	\$132,124	
9.3.g	Seal Coat and Re-Stripe Pavements (Sect. 4 - Oakview)	\$5,600	\$7,094	
9.3.h	Pavement Full-Depth Repairs (Sect. 4 - Oakview)	\$6,100	\$7,727	
9.3.k	Pavement Full-Depth Repairs (Sect. 5 - Mapleview)	\$5,500	\$6,967	
9.3.n	Pavement Full-Depth Repairs (Sect. 8 - Glenview)	\$11,000	\$13,934	\$287,557
2025				
10.3.a	Curb & Gutter Repairs	\$22,400	\$29,227	
10.3.b	Sidewalk Repairs	\$14,000	\$18,267	\$47,494
2026				
2027				
9.3.a	Seal Coat and Re-Stripe Pavements (Sect. 2 - Stonefield)	\$15,000	\$20,764	
9.3.b	Pavement Full-Depth Repairs (Sect. 2 - Stonefield)	\$16,500	\$22,840	\$43,603
2028				
9.3.j	Seal Coat and Re-Stripe Pavements (Sect. 5 - Mapleview)	\$3,900	\$5,560	
9.3.d	Seal Coat and Re-Stripe Pavements (Sect. 3 - Oakview)	\$7,500	\$10,693	
9.3.e	Pavement Full-Depth Repairs (Sect. 3 - Oakview)	\$8,300	\$11,834	
10.3.a	Curb & Gutter Repairs	\$22,400	\$31,937	
10.3.b	Sidewalk Repairs	\$14,000	\$19,961	\$79,985

**TABLE 2
EXPENDITURE FORECAST BY YEAR**

Text Section No.	Item Description	Cost to Replace/Repair (present worth)	Cost to Replace/Repair (future worth)	Total Expenditures
2029				
9.3.m	Seal Coat and Re-Stripe Pavements (Sect. 8 - Glenview)	\$10,500	\$15,420	
10.3.c	Storm Drain Repairs	\$10,000	\$14,685	
9.3.g	Seal Coat and Re-Stripe Pavements (Sect. 4 - Oakview)	\$5,600	\$8,224	
9.3.h	Pavement Full-Depth Repairs (Sect. 4 - Oakview)	\$6,100	\$8,958	
9.3.k	Pavement Full-Depth Repairs (Sect. 5 - Mapleview)	\$5,500	\$8,077	
9.3.n	Pavement Full-Depth Repairs (Sect. 8 - Glenview)	\$11,000	\$16,154	\$71,518
2030				
2031				
10.3.a	Curb & Gutter Repairs	\$22,400	\$34,898	
10.3.b	Sidewalk Repairs	\$14,000	\$21,812	\$56,710
2032				
9.3.a	Seal Coat and Re-Stripe Pavements (Sect. 2 - Stonefield)	\$15,000	\$24,071	
9.3.b	Pavement Full-Depth Repairs (Sect. 2 - Stonefield)	\$16,500	\$26,478	\$50,548
2033				
9.3.j	Seal Coat and Re-Stripe Pavements (Sect. 5 - Mapleview)	\$3,900	\$6,446	
9.3.d	Seal Coat and Re-Stripe Pavements (Sect. 3 - Oakview)	\$7,500	\$12,396	
9.3.e	Pavement Full-Depth Repairs (Sect. 3 - Oakview)	\$8,300	\$13,719	\$32,561
2034				
9.3.m	Seal Coat and Re-Stripe Pavements (Sect. 8 - Glenview)	\$10,500	\$17,876	
9.3.g	Seal Coat and Re-Stripe Pavements (Sect. 4 - Oakview)	\$5,600	\$9,534	
9.3.h	Pavement Full-Depth Repairs (Sect. 4 - Oakview)	\$6,100	\$10,385	
9.3.k	Pavement Full-Depth Repairs (Sect. 5 - Mapleview)	\$5,500	\$9,363	
9.3.n	Pavement Full-Depth Repairs (Sect. 8 - Glenview)	\$11,000	\$18,727	
10.3.a	Curb & Gutter Repairs	\$22,400	\$38,135	
10.3.b	Sidewalk Repairs	\$14,000	\$23,834	\$127,853
2035				

**SALEM FIELDS
ATTACHED VILLA RESERVES
TABLE 3 COMPONENT CONTRIBUTION BY YEAR**

Text Section No.	Item Description	1 Contribution 2016	2 Contribution 2017	3 Contribution 2018	4 Contribution 2019	5 Contribution 2020	6 Contribution 2021	7 Contribution 2022
9.0	ATTACHED VILLA RESERVES							
	Asphalt Pavement							
9.3.a	Seal Coat and Re-Stripe Pavements (Sect 2 - Stonefield)	\$1,276	\$1,276	\$1,276	\$1,276	\$1,276	\$1,276	\$4,070
9.3.b	Pavement Full-Depth Repairs (Sect 2 - Stonefield)	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404	\$4,478
9.3.c	Overlay Pavements (Sect 2 - Stonefield)	\$69,855	\$12,673	\$12,673	\$12,673	\$12,673	\$12,673	\$12,673
9.3.c	Off Cycle Full-Depth Repairs (Sect 2 - Stonefield)	\$38,420						
9.3.d	Seal Coat and Re-Stripe Pavements (Sect 3 - Oakview)	\$1,779	\$1,779	\$1,808	\$1,808	\$1,808	\$1,808	\$1,808
9.3.e	Pavement Full-Depth Repairs (Sect 3 - Oakview)	\$1,969	\$1,969	\$2,001	\$2,001	\$2,001	\$2,001	\$2,001
9.3.f	Overlay Pavements (Sect 3 - Oakview)	\$5,571	\$5,571	\$5,571	\$5,571	\$5,571	\$5,571	\$5,571
9.3.g	Seal Coat and Re-Stripe Pavements (Sect 4 - Oakview)	\$902	\$902	\$902	\$1,391	\$1,391	\$1,391	\$1,391
9.3.h	Pavement Full-Depth Repairs (Sect 4 - Oakview)	\$983	\$983	\$983	\$1,515	\$1,515	\$1,515	\$1,515
9.3.i	Overlay Pavements (Sect 4 - Oakview)	\$3,673	\$3,673	\$3,673	\$3,673	\$3,673	\$3,673	\$3,673
9.3.j	Seal Coat and Re-Stripe Pavements (Sect 5 - Mapleview)	\$628	\$628	\$628	\$594	\$594	\$594	\$594
9.3.k	Pavement Full-Depth Repairs (Sect 5 - Mapleview)	\$886	\$886	\$886	\$1,366	\$1,366	\$1,366	\$1,366
9.3.l	Overlay Pavements (Sect 5 - Mapleview)	\$2,581	\$2,581	\$2,581	\$2,581	\$2,581	\$2,581	\$2,581
9.3.m	Seal Coat and Re-Stripe Pavements (Sect 8 - Glenview)	\$1,691	\$1,691	\$1,691	\$1,474	\$1,474	\$1,474	\$1,474
9.3.n	Pavement Full-Depth Repairs (Sect 8 - Glenview)	\$1,772	\$1,772	\$1,772	\$2,732	\$2,732	\$2,732	\$2,732
9.3.o	Overlay Pavements (Sect 8 - Glenview)	\$6,903	\$6,903	\$6,903	\$6,903	\$6,903	\$6,903	\$6,903
10.0	Concrete							
10.3.a	Curb & Gutter Repairs	\$3,608	\$3,608	\$3,608	\$8,827	\$8,827	\$8,827	\$9,646
10.3.b	Sidewalk Repairs	\$2,255	\$2,255	\$2,255	\$5,517	\$5,517	\$5,517	\$6,028
10.3.c	Storm Drain Repairs	\$1,611	\$1,611	\$1,611	\$1,404	\$1,404	\$1,404	\$1,404
		\$147,766	\$52,164	\$52,226	\$62,708	\$62,708	\$62,708	\$69,906

**SALEM FIELDS
ATTACHED VILLA RESERVES
TABLE 3 COMPONENT CONTRIBUTION BY YEAR**

Text Section No.	Item Description	8 Contribution 2023	9 Contribution 2024	10 Contribution 2025	11 Contribution 2026	12 Contribution 2027	13 Contribution 2028	14 Contribution 2029
9.0	ATTACHED VILLA RESERVES							
	Asphalt Pavement							
9.3.a	Seal Coat and Re-Stripe Pavements (Sect 2 - Stonefield)	\$4,070	\$4,070	\$4,070	\$4,070	\$4,719	\$4,719	\$4,719
9.3.b	Pavement Full-Depth Repairs (Sect 2 - Stonefield)	\$4,478	\$4,478	\$4,478	\$4,478	\$5,191	\$5,191	\$5,191
9.3.c	Overlay Pavements (Sect 2 - Stonefield)	\$12,673	\$12,673	\$12,673	\$12,673	\$12,673	\$12,673	\$12,673
9.3.c	Off Cycle Full-Depth Repairs (Sect 2 - Stonefield)							
9.3.d	Seal Coat and Re-Stripe Pavements (Sect 3 - Oakview)	\$2,096	\$2,096	\$2,096	\$2,096	\$2,096	\$2,430	\$2,430
9.3.e	Pavement Full-Depth Repairs (Sect 3 - Oakview)	\$2,320	\$2,320	\$2,320	\$2,320	\$2,320	\$2,689	\$2,689
9.3.f	Overlay Pavements (Sect 3 - Oakview)	\$7,772	\$7,772	\$7,772	\$7,772	\$7,772	\$7,772	\$7,772
9.3.g	Seal Coat and Re-Stripe Pavements (Sect 4 - Oakview)	\$1,391	\$1,612	\$1,612	\$1,612	\$1,612	\$1,612	\$1,869
9.3.h	Pavement Full-Depth Repairs (Sect 4 - Oakview)	\$1,515	\$1,756	\$1,756	\$1,756	\$1,756	\$1,756	\$2,036
9.3.i	Overlay Pavements (Sect 4 - Oakview)	\$3,673	\$5,767	\$5,767	\$5,767	\$5,767	\$5,767	\$5,767
9.3.j	Seal Coat and Re-Stripe Pavements (Sect 5 - Mapleview)	\$594	\$594	\$594	\$594	\$594	\$1,264	\$1,264
9.3.k	Pavement Full-Depth Repairs (Sect 5 - Mapleview)	\$1,366	\$1,583	\$1,583	\$1,583	\$1,583	\$1,583	\$1,836
9.3.l	Overlay Pavements (Sect 5 - Mapleview)	\$2,581	\$4,052	\$4,052	\$4,052	\$4,052	\$4,052	\$4,052
9.3.m	Seal Coat and Re-Stripe Pavements (Sect 8 - Glenview)	\$1,474	\$1,474	\$1,474	\$1,474	\$1,474	\$1,474	\$3,504
9.3.n	Pavement Full-Depth Repairs (Sect 8 - Glenview)	\$2,732	\$3,167	\$3,167	\$3,167	\$3,167	\$3,167	\$3,671
9.3.o	Overlay Pavements (Sect 8 - Glenview)	\$6,903	\$10,837	\$10,837	\$10,837	\$10,837	\$10,837	\$10,837
10.0	Concrete							
10.3.a	Curb & Gutter Repairs	\$9,646	\$9,646	\$10,540	\$10,540	\$10,540	\$11,517	\$11,517
10.3.b	Sidewalk Repairs	\$6,028	\$6,028	\$6,587	\$6,587	\$6,587	\$7,198	\$7,198
10.3.c	Storm Drain Repairs	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404	\$1,404	\$1,886
		\$72,714	\$81,329	\$82,783	\$82,783	\$84,144	\$87,106	\$90,912

**SALEM FIELDS
ATTACHED VILLA RESERVES
TABLE 3 COMPONENT CONTRIBUTION BY YEAR**

Text Section No.	Item Description	15 Contribution 2030	16 Contribution 2031	17 Contribution 2032	18 Contribution 2033	19 Contribution 2034	20 Contribution 2035
9.0	ATTACHED VILLA RESERVES						
	Asphalt Pavement						
9.3.a	Seal Coat and Re-Stripe Pavements (Sect 2 - Stonefield)	\$4,719	\$4,719	\$3,092	\$3,092	\$3,092	\$3,092
9.3.b	Pavement Full-Depth Repairs (Sect 2 - Stonefield)	\$5,191	\$5,191	\$6,017	\$6,017	\$6,017	\$6,017
9.3.c	Overlay Pavements (Sect 2 - Stonefield)	\$12,673	\$12,673	\$12,673	\$12,673	\$12,673	\$12,673
9.3.c	Off Cycle Full-Depth Repairs (Sect 2 - Stonefield)						
9.3.d	Seal Coat and Re-Stripe Pavements (Sect 3 - Oakview)	\$2,430	\$2,430	\$2,430	\$2,817	\$2,817	\$2,817
9.3.e	Pavement Full-Depth Repairs (Sect 3 - Oakview)	\$2,689	\$2,689	\$2,689	\$3,118	\$3,118	\$3,118
9.3.f	Overlay Pavements (Sect 3 - Oakview)	\$7,772	\$7,772	\$7,772	\$7,772	\$7,772	\$7,772
9.3.g	Seal Coat and Re-Stripe Pavements (Sect 4 - Oakview)	\$1,869	\$1,869	\$1,869	\$1,869	\$2,360	\$2,360
9.3.h	Pavement Full-Depth Repairs (Sect 4 - Oakview)	\$2,036	\$2,036	\$2,036	\$2,036	\$2,360	\$2,360
9.3.i	Overlay Pavements (Sect 4 - Oakview)	\$5,767	\$5,767	\$5,767	\$5,767	\$5,767	\$5,767
9.3.j	Seal Coat and Re-Stripe Pavements (Sect 5 - Mapleview)	\$1,264	\$1,264	\$1,264	\$1,465	\$1,465	\$1,465
9.3.k	Pavement Full-Depth Repairs (Sect 5 - Mapleview)	\$1,836	\$1,836	\$1,836	\$1,836	\$2,128	\$2,128
9.3.l	Overlay Pavements (Sect 5 - Mapleview)	\$4,052	\$4,052	\$4,052	\$4,052	\$4,052	\$4,052
9.3.m	Seal Coat and Re-Stripe Pavements (Sect 8 - Glenview)	\$3,504	\$3,504	\$3,504	\$3,504	\$4,062	\$4,062
9.3.n	Pavement Full-Depth Repairs (Sect 8 - Glenview)	\$3,671	\$3,671	\$3,671	\$3,671	\$4,256	\$4,256
9.3.o	Overlay Pavements (Sect 8 - Glenview)	\$10,837	\$10,837	\$10,837	\$10,837	\$10,837	\$10,837
10.0	Concrete						
10.3.a	Curb & Gutter Repairs	\$11,517	\$12,585	\$12,585	\$12,585	\$13,752	\$13,752
10.3.b	Sidewalk Repairs	\$7,198	\$7,866	\$7,866	\$7,866	\$8,595	\$8,595
10.3.c	Storm Drain Repairs	\$1,886	\$1,886	\$1,886	\$1,886	\$1,886	\$1,886
		\$90,912	\$92,648	\$91,848	\$92,864	\$94,651	\$94,651

TABLE 4
CASH FLOW SUMMARY- ATTACHED VILLA RESERVES
(Current Funding Plan - 3% Annual Increase)

SALEM FIELDS ATTACHED VILLA RESERVES									
Initial Contribution:			\$46,000			Begin Study Period:			2016
Projected Increase:			3.00%			End Study Period:			2035
Beginning Balance			\$391,526						
Year	Reserve Component Value	Beginning Reserve Balance	Yearly Contribution	Component Method Contribution	Interest Paid On Reserve Balance	Capital Expenditure	Ending Reserve Balance	% Total Assets	
2016	\$642,600	\$391,526	\$46,000	\$147,766	\$3,915		\$441,442	69%	
2017	\$661,878	\$441,442	\$46,000	\$52,164	\$2,020	\$239,475	\$249,986	38%	
2018	\$681,734	\$249,986	\$47,380	\$52,226	\$2,332	\$16,762	\$282,936	42%	
2019	\$702,186	\$282,936	\$48,801	\$62,708	\$1,857	\$97,253	\$236,342	34%	
2020	\$723,252	\$236,342	\$50,265	\$62,708	\$2,363		\$288,971	40%	
2021	\$744,950	\$288,971	\$51,773	\$62,708	\$2,890		\$343,634	46%	
2022	\$767,298	\$343,634	\$53,327	\$69,906	\$2,626	\$81,076	\$318,510	42%	
2023	\$790,317	\$318,510	\$54,926	\$72,714	\$2,068	\$111,673	\$263,832	33%	
2024	\$814,026	\$263,832	\$56,574	\$81,329		\$287,557	\$32,849	4%	
2025	\$838,447	\$32,849	\$58,271	\$82,783		\$47,494	\$43,627	5%	
2026	\$863,601	\$43,627	\$60,020	\$82,783	\$436		\$104,083	12%	
2027	\$889,509	\$104,083	\$61,820	\$84,144	\$605	\$43,603	\$122,905	14%	
2028	\$916,194	\$122,905	\$63,675	\$87,106	\$429	\$79,985	\$107,023	12%	
2029	\$943,680	\$107,023	\$65,585	\$90,912	\$355	\$71,518	\$101,446	11%	
2030	\$971,990	\$101,446	\$67,553	\$90,912	\$1,014		\$170,013	17%	
2031	\$1,001,150	\$170,013	\$69,579	\$92,648	\$1,133	\$56,710	\$184,015	18%	
2032	\$1,031,184	\$184,015	\$71,667	\$91,848	\$1,335	\$50,548	\$206,468	20%	
2033	\$1,062,120	\$206,468	\$73,816	\$92,864	\$1,739	\$32,561	\$249,462	23%	
2034	\$1,093,983	\$249,462	\$76,031	\$94,651	\$1,216	\$127,853	\$198,857	18%	
2035	\$1,126,803	\$198,857	\$78,312	\$94,651	\$1,989		\$279,157	25%	

Cash Flow Summary - Attached Villa Reserves
Table 4 - Current Funding, 3% Annual Increase

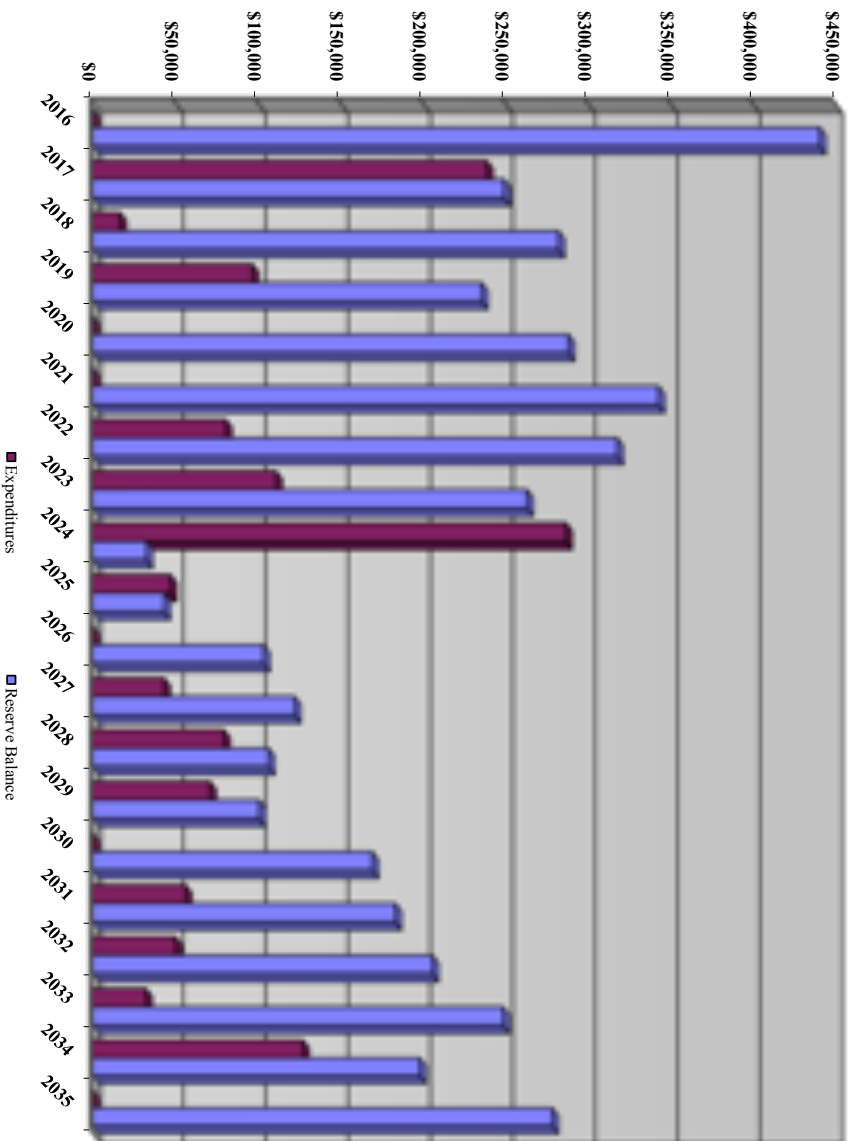
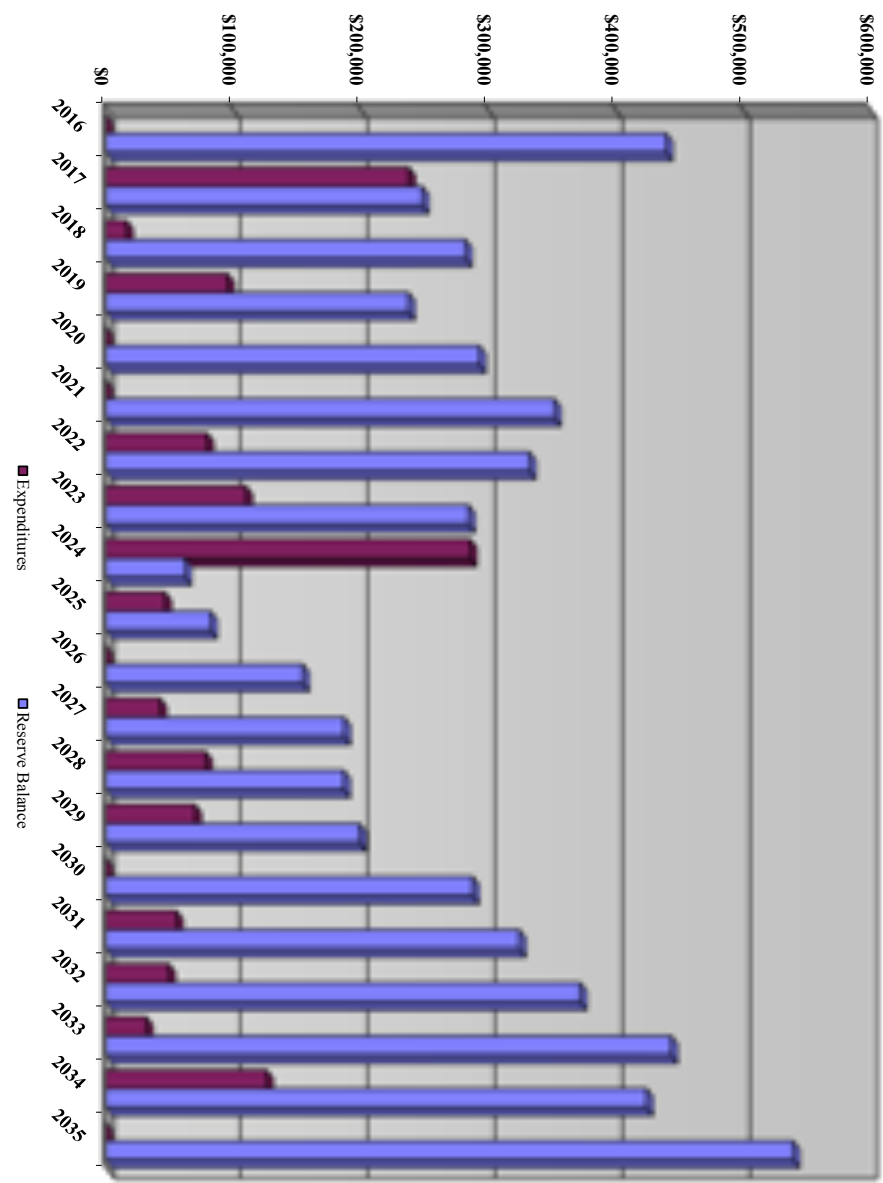


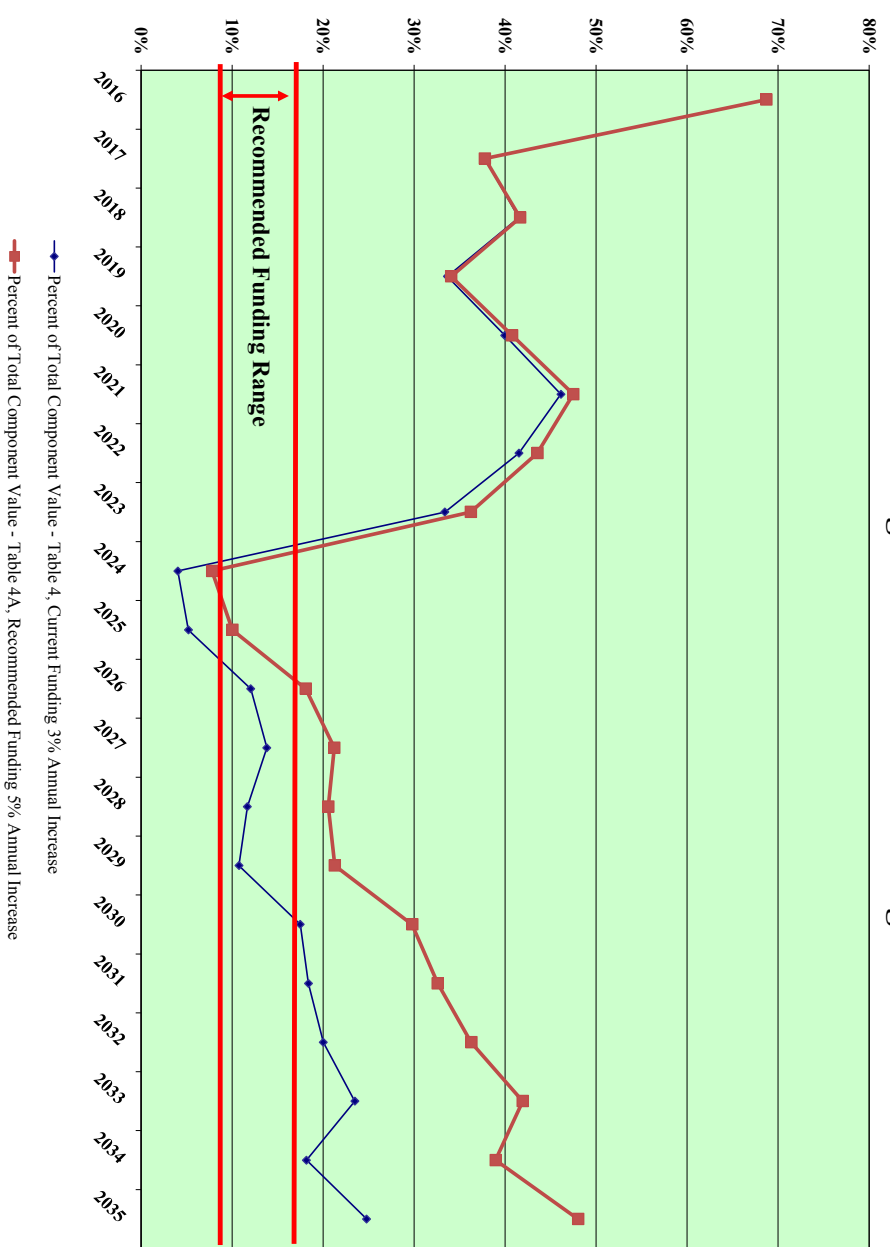
TABLE 4A
CASH FLOW SUMMARY - ATTACHED VILLA RESERVES
(Recommended Funding Plan - 5% Annual Increase)

SALEM FIELDS ATTACHED VILLA RESERVES									
Initial Contribution:		\$46,000		Begin Study Period:		2016			
Projected Increase:		5.00% (Starting in 2018)		End Study Period:		2035			
Beginning Balance		\$391,526							
Year	Reserve Component Value	Beginning Reserve Balance	Yearly Contribution	Component Method Contribution	Interest Paid On Reserve Balance	Capital Expenditure	Ending Reserve Balance	% Total Assets	
2016	\$642,600	\$391,526	\$46,000	\$147,766	\$3,915		\$441,442	69%	
2017	\$661,878	\$441,442	\$46,000	\$52,164	\$2,020	\$239,475	\$249,986	38%	
2018	\$681,734	\$249,986	\$48,300	\$52,226	\$2,332	\$16,762	\$283,856	42%	
2019	\$702,186	\$283,856	\$50,715	\$62,708	\$1,866	\$97,253	\$239,185	34%	
2020	\$723,252	\$239,185	\$53,251	\$62,708	\$2,392		\$294,827	41%	
2021	\$744,950	\$294,827	\$55,913	\$62,708	\$2,948		\$353,689	47%	
2022	\$767,298	\$353,689	\$58,709	\$69,906	\$2,726	\$81,076	\$334,048	44%	
2023	\$790,317	\$334,048	\$61,644	\$72,714	\$2,224	\$111,673	\$286,243	36%	
2024	\$814,026	\$286,243	\$64,727	\$81,329		\$287,557	\$63,413	8%	
2025	\$838,447	\$63,413	\$67,963	\$82,783	\$159	\$47,494	\$84,041	10%	
2026	\$863,601	\$84,041	\$71,361	\$82,783	\$840		\$156,243	18%	
2027	\$889,509	\$156,243	\$74,929	\$84,144	\$1,126	\$43,603	\$188,695	21%	
2028	\$916,194	\$188,695	\$78,676	\$87,106	\$1,087	\$79,985	\$188,473	21%	
2029	\$943,680	\$188,473	\$82,609	\$90,912	\$1,170	\$71,518	\$200,734	21%	
2030	\$971,990	\$200,734	\$86,740	\$90,912	\$2,007		\$289,481	30%	
2031	\$1,001,150	\$289,481	\$91,077	\$92,648	\$2,328	\$56,710	\$326,176	33%	
2032	\$1,031,184	\$326,176	\$95,631	\$91,848	\$2,756	\$50,548	\$374,015	36%	
2033	\$1,062,120	\$374,015	\$100,412	\$92,864	\$3,415	\$32,561	\$445,280	42%	
2034	\$1,093,983	\$445,280	\$105,433	\$94,651	\$3,174	\$127,853	\$426,035	39%	
2035	\$1,126,803	\$426,035	\$110,704	\$94,651	\$4,260		\$540,999	48%	

Cash Flow Summary - Attached Villa Reserves
Table 4A - Recommended Funding Plan, 5% Annual Increase



Attached Villa Reserves Funding Vs. Recommended Range



**APPENDIX F
PHOTOGRAPHS**



Photo 1: Overview of Clubhouse Roof



Photo 2: General overview of brick parapet wall located near the pool complex



Photo 3: Common cracking present in the surface of the concrete pool sun deck



Photo 4: Deteriorated sealant between concrete pool deck sections.



Photo 5: Corroded pool circulation pump.



Photo 6: Overview of deficient brick sidewalk outside of the clubhouse.



Photo 7: Deteriorated mortar and brick at the masonry features surrounding the main entrance.



Photo 8: Overview of main entrance monument.



Photo 9: Overview of wood framed community signage.



Photo 10: Cracked concrete along the surface of the tennis court



Photo 11: Cracked concrete along the surface of the all-purpose court.



Photo 12: Brick Veneer wall and mounted metal fence at the Villas Meeting Hall



Photo 13: Brick mounted gas grills at the Villas Meeting Hall.



Photo 14: Cracked concrete deck at the Villas Meeting Hall



Photo 15: Overview of the Villas Meeting Hall roof and gutters.



Photo 16: Rutting and alligator cracking in the pavement at section 2.



Photo 17: Commonly observed rutting and alligator cracking in the pavement at section 2.

Salem Fields Community Association

Insurance



FirstService
RESIDENTIAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2021

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 Mike Arnold Agency Inc 5570 Richmond Rd Ste 201 Troy VA 22974-4421		CONTACT NAME: Gregg John PHONE (A/C, No, Ext): 434-295-2692 FAX (A/C, No): 434-977-6922 E-MAIL ADDRESS: gregg@mikearnoldagency.com	
INSURED SALEM FIELDS COMMUNITY ASSOCIATION 11125 Rappahannock Dr Fredericksburg VA 22407		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Fire Insurance Company NAIC # 23779 INSURER B: Nationwide General Insurance Company 23760 INSURER C: Nationwide Mutual Insurance Company 23787 INSURER D: Continental Casualty Company 20443 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ACBPBPHL3057757792	06/10/2021	06/10/2022	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ACPCAF3057757792	06/10/2021	06/10/2022	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ACPWC3057757792	06/10/2021	06/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
-ASSOCIATION RISK ONLY - policies referenced above provide no personal liability coverage or personal property coverage for homebuyer/unit owner.
-BUILDING coverage ONLY for clubhouses & outdoor property.

CERTIFICATE HOLDER

CANCELLATION

FirstService 11351 Random Hills Rd Ste 500 Fairfax VA 22030-6081	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
--	---

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Salem Fields Community Association

Board Minutes



FirstService
RESIDENTIAL

Salem Fields Community Association

Board of Directors Meeting

September 27, 2022

Minutes

I. Call to Order

Meeting called to order at 6:03 P.M. by President Rachel Gredler.

II. Roll Call

All Board Members, Residents, & Other(s) Present:

Present: Peggy Moynahan, Stephen Busby, Rachel Gredler, Michael Silvestri and Theresa Richie.

Others Present: Melissa Headley (Recorder). Tina Nichols & Tim O' Connor with FirstService Residential. Margriet Langenberg, Attorney at Law.

III. Review and Approval of Minutes

a. August 23, 2022

Corrections were noted (line 67,87 and 108).

Motion to approve the August 23, 2022, Minutes as amended made by Michael Silvestri. Second by Rachel Gredler. Motion carried 5-0.

IV. Resident Comments (3 minutes per speaker)

1. Resident Jackie Bryant requested to speak before the Board. Her comments were regarding removal of the garbage cans and the placement of the dumpsters in the townhomes. Could other areas of the community be given the same option?
2. Resident Kelly Fulton requested to speak before the Board. Her comments were regarding communication from the Board about the basketball courts and the concerns about the gates being left open. She also asked if the Board would consider doing a survey regarding the use of the basketball courts.

V. Officer Reports

a. President-Rachel Gredler

No report given currently.

b. Vice President-Stephen Busby

Vice President Stephen Busby spoke before the Board and residents. He gave answers to the questions from the previous BOD Meeting asked by Residents.

Resident question: The maintenance of the Pet Waste Stations.

Board answer: The Board voted, and the Porter Service is emptying the Pet Waste Stations currently.

Resident question: Use of the Villa Meeting House for Exercise video classes.

Board answer: Residents need to follow copyright laws for use of videos, music, YouTube, etc. SFCA's Attorney explained the reasons for not being able to use videos for classes, due to copyright laws.

c. Treasurer- Michael Silvestri

Treasurer Michael Silvestri gave the financial report as of August 31, 2022. It included the following:

- Total Income as of August 31, 2022, was \$989,336.
- Total Expenses as of August 31, 2022, was \$987,966.
- Total Net Income as of August 31, 2022, was \$1,369.87.
- Total Investments as of August 31, 2022, was \$1,764,348.
- The Board is investigating interest rates for the investment accounts.

VI. Committee Reports

a. Ad Hoc Parking Committee

Deb Collins spoke on behalf of the Committee. Her report included the following:

- The Committee is requesting for the SDI Parking Study to be updated for accurate costs. The study was completed 5 years ago.
- Common areas and Limited Common Areas are marked on the plats. There is a discrepancy between the plats and the areas that have been included in the assessments (under limited common areas).
- Based on how the areas are listed (common or limited common areas) determines what process can be taken to add new parking.
- The Committee requests a meeting with the Board to determine these details to move forward.
- The next Committee meeting is scheduled for October 18, 2022, at 6:00 p.m.

b. Covenants Committee

The Committee submitted Minutes for the Board to review.

c. Social Committee

The Committee submitted Minutes for the Board to review. The Board discussed the following items from the Minutes:

- The Committee requested consideration for paper delivery of flyers for events. The Board discussed this topic and due to postage/printing costs and liability of person(s) delivering papers, the Board decided against delivery of flyers. The Board would like to have events posted on sign(s) for the community to see when the events are occurring.
- The Board discussed storage for the movie projector. The Board will meet and investigate to find a space indoors to store the projector.
- Adult activities: The Association cannot hold events that could discriminate another age group, therefore if any event is held, it cannot be held for only adults.

d. Villa Social Committee

The Chair of the Committee gave her report. It included the following:

- A non-perishable food drive is taking place in October. Donations can be dropped off at the Villa Meeting House.
- The Committee held a Labor Day Cookout. The attendance was good.
- The Committee requests to know when the sign-up sheet at the office is closed for the Event Coordinator to start gathering supplies for the event. The Board and Committee Members present decided to close the sign-up 4 days prior to the event. Residents can still attend an event, even if they have not signed up.
- A Pancake Breakfast is scheduled for October 22, 2022, from 8-11 a.m.
- A Sub Sandwich event is scheduled for November 16, 2022.
- The Committee is planning a Holiday Event on December 20, 2022. Hot cocoa, refreshments, and a singing group (The Voices) are planned.
- The meeting times for the Villa Social Committee will be 6:00 p.m. going forward.
- The Committee requests approval for a Bunco Event.

Motion to approve the Bunco Event made by Rachel Gredler. Second by Theresa Richie. Motion carried 5-0.

Motion to approve the Sub Sandwich Event made by Rachel Gredler. Second by Stephen Busby. Motion carried 5-0.

e. Election Committee

The Minutes from the last meeting were not submitted. Management will check to see when they will be submitted. Peggy Moynahan spoke on behalf of the Committee:

- The Committee met and discussed a plan to streamline Election procedures. The Committee will gather information and submit it to the Board for consideration.

VII. Old Business

a. Ferrum Lane Riprap

Management is gathering more proposals for this topic.

b. Pool Lights

Management is waiting on more information for the pool lights.

Motion to table Old Business topics made by Michael Silvestri. Second by Rachel Gredler.

Motion carried 5-0.

VIII. New Business

a. Shred Event

Management received two proposals for the Shred Event (Shred-It and Stericycle). The Board reviewed and discussed the proposals. Stericycle was used in the past for the Shred Event. The Board discussed how to determine how many residents attend the event. Volume of shredded paper is provided by the company.

Motion to approve the proposal from Stericycle made by Stephen Busby. Second by Rachel Gredler. Motion carried 5-0.

XI. Management Report

Tina Nichols provided the Management Report to the Board. A copy is attached to the minutes. It included the following:

- The signs project is almost complete.
- Trail signs project is ongoing. Management will find different sign options to show the Board.
- A pothole was filled on New Market.
- A tree on Gander was removed.
- Bulk trash pickup is made by appointment only. GFL can only remove certain bulk items. Information will be added to the next Focus Newsletter.
- There are no volunteers for the Communications Committee. Please contact Management to volunteer for the Committee.
- The Porter Service is emptying the Pet Waste Stations. GFL has a new key to access the Pet Waste Stations.
- Dominion Power continues to service light outages.
- The tennis court net was replaced. It was damaged due to winding it the wrong way.
- Covenant Violations were noted this week and notices will be sent out soon.
- A plumber is investigating the smell of mildew at the Villa Meeting House.
- The Community Center and the Villa Meeting House roofs are being checked. Management will check on replacement versus Roof Max coating.
- Financial Statement question: \$37,000 used from the Reserves to pay for Amenity Access Cards and Storm Damage Cleanup.
Management answer: The access cards were paid with Reserves and the storm cleanup was paid for by the Contingency Fund (Coded as Reserves in financials). Management will check with FSR Accounting to provide more information.

X. Close Open Session

Motion made to close Open Session by Rachel Gredler. Second by Stephen Busby. Motion carried 5-0. Open Session ended at 7:06 p.m.

XI. Open Executive Session

Per POA Act Section 55-510-1(c)

The Board of Directors or any subcommittee of the Board of Directors may (I) convene in Executive Session to consider personnel matters; (II) consult with Legal Counsel; (III) discuss and consider contracts, pending or probable litigation and matters involving violations of the declarations or rules and regulations adopted pursuant to such declaration for which a member or his family members, tenants, guests, or other invitees are responsible; or (IV) discuss and consider the personal liability of members to the association, upon the affirmative vote in an open meeting to assemble in Executive Session. The motion shall state specifically the purpose for the Executive Session. Reference to the motion and the stated purpose for the Executive Session shall be included in the minutes. The Board of Directors shall restrict the consideration of matters during such portions of meetings to only those purposes specifically

exempted and stated in the motion. No contract, motion or other action adopted, passed or agreed to in Executive Session shall become effective unless the Board of Directors or subcommittee, other committee of the Board of Directors, following the Executive Session, reconvenes in open meeting and takes a vote on such contract, motion or other action, which shall have its substance reasonably identified in the open meeting. The requirements of this section shall not require the disclosure of information in violation of law.

Motion to open Executive Session for the purposes of discussing proposals, legal, collections, contracts, resident correspondences, personnel & hearings by Rachel Gredler. Second by Theresa Richie. Motion carried 5-0.

- a. **Proposals**
- b. **Personnel**
- c. **Legal**
- d. **Hearings**
- e. **Resident Correspondences**
- f. **Delinquency & Collections Report**

XII. Close Executive Session

Motion to close Executive Session was made by Theresa Richie. Second by Rachel Gredler. Motion carried 5-0.

XIII. Reconvene Open Session

Motion to Open Session was made by Rachel Gredler. Second by Theresa Richie. Motion carried 5-0.

XIV. Actions from Executive Session

- a. **Pool Contract**
092722-01; Motion to table the Pool Contract made by Rachel Gredler. Second by Michael Silvestri. Motion carried 5-0.
- b. **Purchasing Card**
092722-02; Motion to table this topic made by Rachel Gredler. Second by Michael Silvestri. Motion carried 5-0.
- c. **Waiver & Payment Plan Request**
092722-03; Motion to waive \$238.00 and approve the payment plan for \$100 per month, in addition to staying current with assessments made by Rachel Gredler. Second by Stephen Busby. Motion carried 5-0.

XV. Adjournment

Motion to adjourn made by Rachel Gredler. Second by Theresa Richie. Motion carried 5-0. Meeting adjourned at 8:08 p.m.

Certified by:

Salem Fields Community Association

Theresa Richie, Board Secretary

Respectfully Submitted by:

Melissa R. Headley, Independent Recording Secretary

APPROVED

Salem Fields Community Association

Board of Directors Meeting

August 23, 2022

Minutes

I. Call to Order

Meeting called to order at 6:01 P.M. by President Rachel Gredler.

II. Roll Call

All Board Members, Residents, & Other(s) Present:

Present: Peggy Moynahan, Stephen Busby, Rachel Gredler, Michael Silvestri and Theresa Richie.

Others Present: Melissa Headley (Recorder). Tina Nichols & Tim O' Connor with FirstService Residential. Margriet Langenberg, Attorney at Law.

III. Review and Approval of Minutes

a. August 2, 2022

Motion to approve the Minutes as amended (one noted correction pg. 5, line 163) made by Michael Silvestri. Second by Stephen Busby. Motion carried 5-0.

IV. Resident Comments (3 minutes per speaker)

1. Resident Chris Michael requested to speak before the Board. Her comments were regarding use of the Villa Meeting House and standard terms of use.
2. Resident Frances Adams requested to speak before the Board. Her comments were regarding disposal of the pet waste stations garbage and how often they are emptied.

V. Officer Reports

a. President-Rachel Gredler

President Rachel Gredler spoke to the Board and Residents. Her report included the following:

- The Board voted and re-instated the Communications Committee at the previous Board meeting. Please contact Management to volunteer for the Committee.
- Covid safety is a priority. The Board will inform residents if a meeting is not being held in person.
- Procedures for Resident Comments (on the agenda) have been reviewed by the Board and Management. The Board is following Roberts Rules of Order and the Governing Documents for response to Resident questions. The Board will not hold dialogue with Residents during the meeting. The Board will respond to questions after discussion, to ensure that the question(s) are answered correctly.

b. Treasurer-Michael Silvestri

Financials are not available currently. The financials will be uploaded to Connect after August 25th.

c. Vice President

Vice President Stephen Busby spoke before the Board and residents. He gave answers to the questions from the previous BOD Meeting asked by Residents.

1. Resident question: The placement of Resident Comments in the Agenda.
Board answer: The previous Board moved Resident Comments (on the agenda) due to Resident requests. The Board may consider moving Resident Comments in the future.
2. Resident question: Volunteering for the Social Committee.
Board answer: The Board thanked residents for their time and serving the community.
3. Resident question: Replacing paper products in the Villa Meeting House.
Board answer: If residents notice something is not replaced, a light is out, etc., please inform the office.
4. Resident question: The location of the Villa Meeting House sign-up sheet for events.
Board answer: This topic was addressed by a previous board. The Board discussed this topic and concluded the sign-up sheet will be in the office, to be maintained by Management. Residents can sign-up in the office, call or email Management. The sign-up is only for a number count for the event. The sign-up is for projections of numbers for an event, not a requirement to attend the event.

VI. Committee Reports

a. Ad Hoc Parking Committee

Rachel Gredler spoke on behalf of the Committee. The Board was provided a copy of a summary from the Committee. The Committee's next step is to meet with the Board. There will be a new timeline for the Committee meetings in the fall.

b. Covenants Committee

Minutes from August were received. A new member was added to the Committee.

c. Social Committee

A report was received from the Committee. It included the following:

- A movie night is planned for September.
- The Committee requests for the Association to purchase their own speakers for events (previously used the Swim Team's speakers).
- Dog Swim is planned after the pool's closing.

Motion to approve the purchase of the speakers made by Michael Silvestri. Second by Stephen Busby. Motion carried 4-0-1 (abstention).

Motion to approve the Late-Night Movie Night in September (playing the Sandlot) made by Rachel Gredler. Second by Stephen Busby. Motion carried 5-0.

d. Villa Social Committee

Minutes were received by the Board. The Chair of the Committee gave her report. It included the following:

- The Committee requests to purchase a cornhole set for \$50 to keep at the Villa Meeting House. The purchase will be added to the costs for the October 22nd, 2022, event (\$225 total budget).
- September 3rd Cookout Event will be held.
- October Pancake Breakfast will be held.
- November and December events are in the planning process.
- The Committee proposed a \$2500.00 Budget for 2023.
- The Committee is considering establishing a Bunco group.
- Residents of the Villas will collect food for charity.

Motion to approve the VMH hours from 6 a.m.-11 p.m. daily with card access made by Theresa Richie. Second by Stephen Busby. Motion carried 4-1 (opposed).

Motion to approve the Pancake Breakfast in October with a \$225.00 budget made by Rachel Gredler. Second by Theresa Richie. Motion carried 4-0-1 (abstention).

The Committee will gather more information for the Board regarding exercise classes.

e. Election Committee

Minutes were not received from the Committee. Management will check with the Chair on the status of the Minutes.

VII. Old Business

a. Draft Reserve Study

Motion to approve Draft Reserve Study with the following percentages: General Reserves 4%, Villa Meeting House 5%, Townhomes & Attached Villas 3% by Michael Silvestri. Second by Theresa Richie. Motion carried 3-2(one abstention and one opposed).

b. Draft Audit

Information requested from the Auditor was provided by Management. Management & Counsel will investigate the date listed for when the community was formed.

Motion to approve the Audit Representation letter as presented made by Theresa Richie. Second by Stephen Busby. Motion carried 5-0.

c. Budget Meeting Schedule

- September 9, 2022 is scheduled for a Financial Meeting.

- The first budget workshop is on Tuesday, September 13, 2022, from 6:00-9:00 p.m.

d. Ferrum Lane Rip Rap Issue

Pictures were provided of the area. The area needs to be fixed and two proposals have been received. Management will obtain more estimates with different solutions to the area. The project will need to be paid out of Maintenance Funds. This project was not budgeted for 2022, so therefore it will need to be budgeted for 2023.

e. Pool Lights Replacement

Management is awaiting more information from Continental Pools. This topic is tabled until the next Board meeting.

VIII. New Business

a. Cleaning Contract

SFCA's Attorney will review proposed contract and details. VMH & the Community Center will have separate contracts.

Motion to approve the Cleaning Contract with GCM for the Villa Meeting House and Community Center with Legal Counsel and Management edits made by Rachel Gredler. Second by Theresa Richie. Motion carried 5-0.

a. Committee Volunteers

The Board received applications for the following Committees:

- Christine Gardner for the Social Committee
- Ashley Weeks for the Ad Hoc Parking Committee

The Board discussed volunteer applications and what is included on the form.

Motion to approve the listed volunteers above made by Rachel Gredler. Second by Theresa Richie. Motion carried 5-0.

XI. Management Report

Tina Nichols provided the Management Report to the Board. A copy is attached to the minutes. It included the following:

- The Pool closes on September 5th, 2022.

- Sign replacement has started. New posts have been ordered as needed.
- GFL Trash Service is short-staffed. Pet Waste Stations are not being emptied regularly by GFL. Management will continue to try and reach GFL to inquire about crediting SFCA's account, but it is recommended to hire the Porter Service to empty the Pet Waste Stations. Motion to approve the Porter Service for \$100 per month (13 pet stations, once a week) by Stephen Busby. Second by Theresa Richie. Motion carried 4-1 (one abstention).
- 10 Covenant applications were received by Management.
- No applications were received by Management for the Communications Committee. Please contact Management to serve on the Committee. Renters can volunteer for Committees.
- All pool passes were given out to residents, except for 7 households.

X. Close Open Session

Motion made to close Open Session by Rachel Gredler. Second by Theresa Richie. Motion carried 5-0. Open Session ended at 7:29 p.m.

XI. Open Executive Session

Per POA Act Section 55-510-1(c)

The Board of Directors or any subcommittee of the Board of Directors may (I) convene in Executive Session to consider personnel matters; (II) consult with Legal Counsel; (III) discuss and consider contracts, pending or probable litigation and matters involving violations of the declarations or rules and regulations adopted pursuant to such declaration for which a member or his family members, tenants, guests, or other invitees are responsible; or (IV) discuss and consider the personal liability of members to the association, upon the affirmative vote in an open meeting to assemble in Executive Session. The motion shall state specifically the purpose for the Executive Session. Reference to the motion and the stated purpose for the Executive Session shall be included in the minutes. The Board of Directors shall restrict the consideration of matters during such portions of meetings to only those purposes specifically exempted and stated in the motion. No contract, motion or other action adopted, passed or agreed to in Executive Session shall become effective unless the Board of Directors or subcommittee, other committee of the Board of Directors, following the Executive Session, reconvenes in open meeting and takes a vote on such contract, motion or other action, which shall have its substance reasonably identified in the open meeting. The requirements of this section shall not require the disclosure of information in violation of law.

Motion to open Executive Session for the purposes of discussing proposals, legal, collections, contracts, resident correspondences, personnel & hearings by Rachel Gredler. Second by Theresa Richie. Motion carried 5-0.

- a. **Proposals**
- b. **Personnel**
- c. **Legal**
- d. **Hearings**
- e. **Resident Correspondences**
- f. **Delinquency & Collections Report**

XII. Close Executive Session

Motion to close Executive Session was made by Rachel Gredler. Second by Stephen Busby. Motion carried 5-0.

XIII. Reconvene Open Session

Motion to Open Session was made by Rachel Gredler. Second by Michael Silvestri. Motion carried 5-0.

XIV. Actions from Executive Session

a. Management Contract

Action Item(s):

- The Board will send recommendations/changes to the current FSR contract via email to Theresa Richie by Friday, August 23, 2022, 5:00 p.m.
- FSR will gather different contract options (1 yr., 2 yrs., and 2 yr. contract with option to renew for the 3rd year) and present them to the Board for consideration.

b. Purchasing Card Enrollment

Action Item: Update the card signors to the President of the Board (Rachel Gredler) and Treasurer (Michael Silvestri) will be signers on the Atlantic Union Bank Card.

c. Covenant Violation(s)

1. 082322-01; Motion to fine resident \$50 for one time violation made by Theresa Richie. Second by Rachel Gredler. Motion carried 5-0.

d. Townhome Parking Plan

Action Item: SFCA's Attorney will outline the route to establish additional parking in the townhomes. Fairfield will be the first project, with Parkview to follow.

XV. Adjournment

Motion to adjourn made by Rachel Gredler. Second by Theresa Richie. Motion carried 5-0. Meeting adjourned at 8:24 p.m.

Certified by:

Salem Fields Community Association

Theresa Richie, Board Secretary

Respectfully Submitted by:

Melissa R. Headley, Independent Recording Secretary

Salem Fields Community Association

Board of Directors Meeting

August 2, 2022

Minutes

I. Call to Order

Meeting called to order at 6:02 P.M. by President Rachel Gredler.

II. Roll Call

All Board Members, Residents, & Other(s) Present:

Present: Peggy Moynahan, Stephen Busby, Rachel Gredler, Michael Silvestri and Theresa Richie.

Others Present: Melissa Headley (Recorder). Tina Nichols with FirstService Residential. Margriet Langenberg, Attorney at Law.

III. Review and Approval of Minutes

- **May 31, 2022**
Motion to approve the Minutes from May 31, 2022, as presented made by Michael Silvestri. Second by Rachel Gredler. Motion carried 5-0.
- **June 21, 2022**
Motion to approve the Minutes from June 21, 2022, Special Meeting as presented made by Rachel Gredler. Second by Theresa Richie.
- **Action Item:** Additionally, after the Minutes, the Board will research which set of minutes contained the notation of passing the Villa's Referendum.

IV. Resident Comments (3 minutes per speaker)

1. Resident Dixie Rettig requested to speak before the Board. Her comments were regarding the placement of the resident comments in the agenda.
2. Resident Debbie Carter requested to speak before the Board. Her comments were regarding volunteering for the Social Committee and bringing new ideas to the community.
3. Resident Jackie Bryant requested to speak before the Board. Her comments were regarding the use of a sign-up sheet for the Villa Social Committee events.
4. Resident Liz Clark requested to speak before the Board. Her comments were regarding the refills of paper products at the Villa Meeting House.

V. Officer Reports

a. President-Rachel Gredler

President Rachel Gredler spoke to the Board and Residents. Her report included the following:

- This is the first Board meeting since the election. The meeting was rescheduled from 7/26/22 to ensure that all Board members could attend.
- More volunteers are needed for Committees. If any resident is interested in volunteering, please contact the office.

b. Treasurer-Michael Silvestri

Treasurer Michael Silvestri spoke to the Board and Residents. His report included the following:

- Total Income as of June 30, 2022, was \$743,205
- Total Expenses as of June 30, 2022, was \$729,106
- Total Net Surplus Funds as of June 30, 2022, was \$ 14,098
- Total Cash Investments as of June 30, 2022, was \$1,404,775
- Expenses are generally on budget.
- Expenditures for cleaning were missing from the line items. Management has not received invoices for cleaning services.

Mr. Silvestri will give answers to the questions from the previous BOD Meeting asked by Residents.

- Resident question: The current legal representation of the HOA.
Board Answer: The Board reviewed legal representation in 2021/2022 and received proposals from multiple firms. The Board decided to continue with the current Attorney based on performance and costs.
- Resident question: The current management company, obtaining an RFP for more management companies citing VA CODE 55.1803.
Board answer: FSR had a 2-year contract with a one year option year. That term is expiring at the end of 2022. The Board notified FSR that it did not intend to auto renew the current management agreement. The Board is in discussion with FSR and will determine how to proceed. The VA CODE referenced refers to communities still under developer control, which SFCA does not operate under developer control.
- Resident question: Replacing old signs replacement/removal and guidance on how to proceed with persistent solicitors.
Board answer: Replacing signs is expected to start soon if it has not already occurred. The office should be notified if solicitation is occurring. The Sheriffs Dept. should be contacted if solicitors are entering a resident's property (this is trespassing, and the office cannot respond to this). Residents can call the company to inform them that solicitation is not permitted.
- Resident question: Renovations made to the Villa Meeting House in 2021 & the kind of fish that were re-stocked in the pond.
Board answer: There were no renovations to the VMH in 2021. The current reserve study proposes exterior renovations to the VMH (concrete repairs, brick repairs, and the sprinkler system). The pond was re-stocked with fish in 2018, but the Board cannot answer what kind of fish were stocked.
- Resident question: Missing "no parking" sign at the end of Craven.

Board answer: Notification of the sign was made two years ago and referred to the Enhancement Committee. Management was informed and it will be corrected with several signs.

- Resident question: Lap swimming and water aerobics.
Board answer: In the past, water aerobics were scheduled each week. It was determined that due to being limited to a specific age group, this would violate Fair Housing rights of others. This activity ceased due to lack of participation. The activity must be open to all Residents without an age limit. A fee may be charged for the cost of an instructor and lifeguards. Additionally, the Board presented an opinion memo from Langenberg Law in response to Beverly Cunningham and Dixie Rettig's comments at the annual meeting. The memo will be distributed to all Owners by the community manager through mass email communication.

VI. Committee Reports

a. Ad Hoc Parking Committee

The committee met on 7/3/22. Minutes were emailed today. The Committee will wait on guidance from the Board before the August meeting. Speeding in the community is under discussion by the Committee. The next meeting is scheduled for 8/7/22.

b. Covenants Committee

No Committee Members present. Minutes were received from the Committee.

c. Social Committee

3 residents had to resign from the Committee. More volunteers are needed for the Committee.

d. Villa Social Committee

A report and Minutes were given to the Board. Liaison Michael Silvestri spoke regarding the sign-up sheet for Villa events. Sign-up Genuis and a paper sign-up can be used for the events. The sign-up sheet will be in the office. The Board discussed the options for sign-ups. Rachel Gredler will contact Gerald Machek for the draft minutes to be available for the August 23, 2022, meeting.

The Board agreed to a digital sign-up and a paper sign-up (in the office). Residents can call Management to sign-up for events if they cannot sign-up online or in person.

Motion to approve the list of events submitted by the Villa Social Committee made by Michael Silvestri. Second by Stephen Busby. Motion carried 5-0.

The Board discussed Villa events and the budget/how the money is spent for events.

e. Election Committee

The Election Committee met on 7/6/22, after the Election. Minutes were received. Another meeting will be scheduled. The Committee discussed ways to improve the election process in the future. The Committee discussed standards for Elections and hosting a Town Hall for Residents to ask questions regarding elections.

VII. Old Business

a. Draft Reserve Study

The Board discussed percentage increases to the Reserve Study. The following percentages were recommended for the study:

- Townhome: 3% increase
- Villas: 5% increase
- Attached Villas: 3% increase
- General Reserves: 4% increase

Action: The Board will inquire to see the percentages for each reserve and for a 3% increase across the board to compare.

VIII. New Business

a. Committee Volunteers

The Board received applications for the following Committees:

- Jeanne Muenzer for the Covenants Committee
- Debbie Carter and Joyce Williams for the Social Committee
- Linda Peck for the Villa Social Committee

Motion to approve the listed volunteers above made by Rachel Gredler. Second by Theresa Richie. Motion carried 5-0.

b. Committee Charters

Motion to re-instate the Communications Committee made by Rachel Gredler. Second by Stephen Busby. Motion carried 5-0.

c. Budget Meeting Schedule

The Board will schedule a meeting in August with Patrick Renzi (Morgan-Stanley) and Drew Ahrensdorf (First Financial) to discuss the financials. The first Budget workshop will be in September.

d. Ferrum Lane Rip Rap Issue

Steve Busby will coordinate the efforts for the Board to meet and evaluate the area of concern. Pictures and documentation will be provided. The repairs will be considered maintenance for budget funding.

e. Liaison for Management for Agenda

Stephen Busby volunteered to become the Liaison to Management for the Board's Meeting Agenda.

Motion to re-delegate liaison with Management to Stephen Busby made by Rachel Gredler. Second by Theresa Richie. Motion carried 5-0.

e. Office Hours

Office hours will be adjusted to include:

- Wednesdays: Office hours will be by appointment only. The office will be closed from 9-5 on Wednesdays to complete administrative tasks.

Motion to change the updated business hours on Wednesdays made by Theresa Richie. Second by Stephen Busby. Motion carried 5-0.

f. Access Cards

More Access Cards need to be ordered for the amenities. The Board discussed the number of cards needed and the proposal for the purchase of more cards.

Motion to approve the proposal in the amount of \$6,525.00 for the access cards made by Theresa Richie. Second by Rachel Gredler. Motion carried 5-0.

The Board will gather information for options to better utilize in the Security system's function in certain areas.

g. Pool Lights Replacement

Two proposals were received to replace the pool lights. After discussion, the proposals were not comparable due to different scopes of work. The Board requests updated proposals and will discuss/vote via email.

h. 2021 Draft Audit

Michael Silvestri suggested to move the Draft Audit discussion to Open Session. All agreed.

The auditor is requesting copies of receipts for \$5087.61. Management will provide details to auditor. The Board requested to obtain more information to find out where the monies are accounted for.

Motion to table this topic until the next Board meeting made by Stephen Busby. Second by Michael Silvestri. Motion carried 5-0.

XI. Management Report

Tina Nichols provided the Management Report to the Board. A copy is attached to the minutes. It included the following:

- Trash/large debris is present at Gander/Finch. Trash cans are not being removed by Residents. Management will contact GFL to see if the trashcans can be removed.
- Cleaning Company: Management is seeking bids for a new cleaning company. Two bids were received. The Board will review the proposals vote at the next meeting.
Motion to terminate Office Pride effective on September 1st, 2022, made by Theresa Richie. Second by Michael Silvestri. Motion carried 4-1.

X. Close Open Session

Motion made to close Open Session by Rachel Gredler. Second by Theresa Richie. Motion carried 5-0. Open Session ended at 7:45 p.m.

XI. Open Executive Session

Per POA Act Section 55-510-1(c)

The Board of Directors or any subcommittee of the Board of Directors may (I) convene in Executive Session to consider personnel matters; (II) consult with Legal Counsel; (III) discuss and consider contracts, pending or probable litigation and matters involving violations of the declarations or rules and regulations adopted pursuant to such declaration for which a member or his family members, tenants, guests, or other invitees are responsible; or (IV) discuss and consider the personal liability of members to the association, upon the affirmative vote in an open meeting to assemble in Executive Session. The motion shall state specifically the purpose for the Executive Session. Reference to the motion and the stated purpose for the Executive Session shall be included in the minutes. The Board of Directors shall restrict the consideration of matters during such portions of meetings to only those purposes specifically exempted and stated in the motion. No contract, motion or other action adopted, passed or agreed to in Executive Session shall become effective unless the Board of Directors or subcommittee, other committee of the Board of Directors, following the Executive Session, reconvenes in open meeting and takes a vote on such contract, motion or other action, which shall have its substance reasonably identified in the open meeting. The requirements of this section shall not require the disclosure of information in violation of law.

Motion to open Executive Session for the purposes of discussing proposals, legal, collections, contracts, resident correspondences, personnel & hearings by Rachel Gredler. Second by Theresa Richie. Motion carried 5-0.

- Proposals**
- Personnel**
- Legal**
- Hearings**

- e. Resident Correspondences
- f. Delinquency & Collections Report

XII. Close Executive Session

Motion to close Executive Session was made by Rachel Gredler. Second by Stephen Busby. Motion carried 5-0.

XIII. Reconvene Open Session

Motion to Open Session was made by Rachel Gredler. Second by Stephen Busby. Motion carried 5-0.

XIV. Actions from Executive Session

a. Waivers

1. 080222-01; Motion to approve waiver in the amount of \$811.47 made by Rachel Gredler. Second by Stephen Busby. Motion carried 5-0.
2. 080222-02; Motion to approve waiver in the amount of \$5,292.00 made by Rachel Gredler. Second by Stephen Busby. Motion carried 5-0.
3. 080222-03; Motion to approve waiver in the amount of \$1,865.18 made by Rachel Gredler. Second by Stephen Busby. Motion carried 5-0.
4. 080222-04; Motion to approve the waiver in the amount of \$245.00 (January-July Late Fees) on the condition that homeowner pay remaining balance by 9-1-22 and September's assessments made by Rachel Gredler. Second by Theresa Richie. Motion carried 5-0.

b. Tree Clean-Up Invoice

Motion to pay the Invoice #44309 in the amount of \$30,302.70 (from the Contingency Fund) to Shenandoah Landscaping for tree clean-up (Storm damage) made by Rachel Gredler. Second by Theresa Richie. Motion carried 4-0.

c. Management Contract

Action Item: The Board will continue with the current contract with FSR until December 31, 2022, and the Board will make changes to the 2023 contract with FSR. During 2023, RFPs will be made for other management companies for 2024.

XV. Adjournment

Motion to adjourn made by Rachel Gredler. Second by Stephen Busby. Motion carried 5-0. Meeting adjourned at 8:29 p.m.

Certified by:

Salem Fields Community Association

Theresa Richie, Board Secretary

Respectfully Submitted by:

Melissa R. Headley,

Independent Recording Secretary

APPROVED

Salem Fields Community Association

Association Documents



FirstService
RESIDENTIAL

5590

51794 838

COPY

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

Section 1-A, FAIRFIELD

(Single Family Attached Townhouses)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of
March 17, 2000, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited
partnership and SALEM FIELDS COMMUNITY ASSOCIATION, INC., ("Association"),
a Virginia non stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 30, 1998, and recorded in Deed Book 1625 at Page 441, and the Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 (collectively the "Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

RETURN TO:
HAZEL L. SPANDES, INC.
10700 SP. MANIA AVE.
FREDRICKSBURG, VA 22408

3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land, and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

10700 SPC
FREDERICK
MANASSAS, VA 22108

81794 840

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA AND LIMITED COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features, and other improvements located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

HAZEL
10700
FREDERICK
COMPANIES, INC.
EVANIA AVE
JURG, VA 22408

01794 841

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 5.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 5.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 5.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 6

GENERAL PROVISIONS

Section 6.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an

B 1 7 9 4 8 4 2

instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes appurtenant to Lots in this Section (including the Declarant), and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 6.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter

imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 6.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

Section 6.6. Garages. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the

01794 844


Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.


PLEASE SEE ATTACHED PAGE FOR SIGNATURES.

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

By: Salem, Inc.
a Virginia corporation
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION, INC.
a Virginia non stock corporation

By: 
Name: Stephen G. Norair
Title: President

RETTOR
HAZEL
10700 SPC
FREDERICKSBURG, VA 22408
COMPANIES, INC.
IVANIA AVE.

51794 845

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

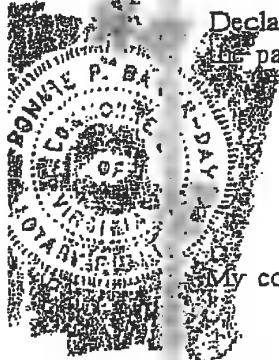
) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on March 17, 2000.

Marie P. ... [SEAL]
Notary Public

My commission expires: 10-31-02



COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

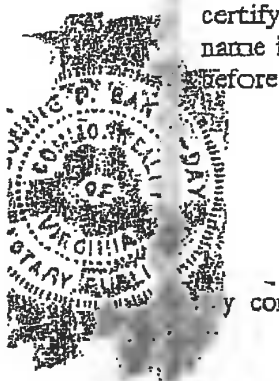
) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on March 17, 2000.

Marie P. ... [SEAL]
Notary Public

My commission expires: 10-31-02



HAZEL
COMPANIES, INC.
10700 SPOTSYLVANIA AVE.
FREDERICKSBURG, VA 22408

81794 846

EXHIBIT A

Lots One (1) through Thirty-eight (38), both inclusive, and Parcel A FAIRFIELD, SECTION 1-A, Phase 2, Salem Fields, as the same appear duly platted, subdivided and recorded in Deed Book 1776 at Page 668, (Plat File 7, Pages 563-566) among the land records of Spotsylvania County, Virginia.

REALLY
HAZI
10706
COMPANIES, INC.
SYLVANIA AVE.
FREDERICKSBURG, VA. 22408

B 1794 847

EXHIBIT B

[Description of the Common Area]

Parcel A FAIRFIELD, SECTION 1-A, Phase 2, Salem Fields, as the same appear duly platted, subdivided and recorded in Deed Book 1776 at Page 668, (Plat File 7, Pages 563-566) among the land records of Spotsylvania County, Virginia.

Virginia, Spotsylvania County, to-wit: The Clerk of the Office of the County and State aforesaid the 20 day of 1, 2000, at 2:51 o'clock PM., the foregoing writing was presented and admitted to record, together with the annexed certificate of acknowledgment. The tax imposed by Section 58.54-1 in the amount of \$ — has been paid.

Teste: [Signature], Clerk.

CLERKS OFFICE
CIRCUIT COURT
SPOTSYLVANIA CO., VA.
MAR 20 2 51 PM '00
RECORDED
INDEXED
FILED

MAX COMPANIES, INC.
1070 WYVANIA AVE.
FREDERICKSBURG, VA 22408

B1902 457

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

01876

Section 1-B, FAIRFIELD

(Single Family Attached Townhouses)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of January-31, 2001, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION INC., ("Association"), a Virginia non stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 30, 1998, and recorded in Deed Book 1625 at Page 441, and the Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 (collectively the "Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

HAZARD
10700
FREDERICKSBURG, VA 22408
OC
MBS, INC.
1700
LANANIA AVE.

3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land, and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

81902 459

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA AND LIMITED COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features, and other improvements located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an

instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes appurtenant to Lots in this Section (including the Declarant), and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter

imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

Section 5.6. Garages. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the

01902 463


Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

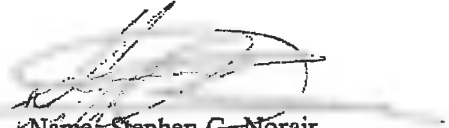
PLEASE SEE ATTACHED PAGE FOR SIGNATURES.

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

By: Salem, Inc.
a Virginia corporation
General Partner

By: 
Name: Richard J. Westlund
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION, INC.
a Virginia non stock corporation

By: 
Name: Stephen G. Norair
Title: President

B 1902 464

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on January 31, 2001.

Cristie P. ... [SEAL]
Notary Public

My commission expires: 10-31-02

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on January 31, 2001.

Stephen G. Norair [SEAL]
Notary Public

My commission expires: 10-31-02

61902 465

EXHIBIT A

Lots Thirty-nine (39) through Seventy-one (71), both inclusive, and Parcel A FAIRFIELD, SECTION 1B, Salem Fields, as the same appear duly platted, subdivided and recorded in Deed Book 1900 at Page 446, (Plat File 8, Pages 120 - 122) among the land records of Spotsylvania County, Virginia.

B1902 466

EXHIBIT B

[Description of the Common Area]

Parcel A FAIRFIELD, SECTION 1-B, Salem Fields, as the same appear duly
platted, subdivided and recorded in Deed Book 1900 at Page 446, (Plat File 8, Pages 120 -
122) among the land records of Spotsylvania County, Virginia.

RECORDED
FEB 11 11 29 AM '08
SPOTS SVLVA CO VA

Virginia, Spotsylvania County, to-wit:
the Clerk's Office of the County and State aforesaid the 1 day of
Feb, 2008, at 11:29 o'clock AM, the foregoing
instrument was presented and admitted to record, together with the annexed certificate
of acknowledgment.
The tax imposed by Section 58.54-1 in the amount of \$ _____ has
been paid.

Teste: [Signature], Clerk
Paul M. Metzger

002928

B 2 1 0 9 P 5 5 3

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

Section 1-C, FAIRFIELD

(Single Family Attached Townhouses)

TM# 22T-A

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of January 29, 2002, by SALEM LIMIT PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION INC., ("Association"), a Virginia non stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 30, 1998, and recorded in Deed Book 1625 at Page 441, and the Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 (collectively the "Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

RETURN
HAZEL
10700 S.C.
FREDERICKSBURG, VA 22408

B 2 1 0 9 P 5 5 4

3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land, and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

B 2 1 0 9 P 5 5 5

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA AND LIMITED COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features, and other improvements located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

B 2 1 0 9 P 5 5 6

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an

B 2 1 0 9 P 5 5 7

instrument signed or ratified by: (1) the Declarant, during the Development Period;

(2) Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes appurtenant to Lots in this Section (including the Declarant), and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter

B 2109P558

imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

Section 5.6. Garages. No garage shall be converted to living space, or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the

B 2 1 0 9 P 5 5 9

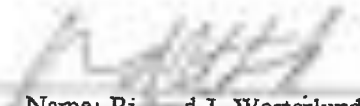
Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.


PLEASE SEE ATTACHED PAGE FOR SIGNATURES.

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

By: Salem, Inc.
a Virginia corporation
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION, INC.
a Virginia non stock corporation

By: 
Name: Richard J. Westerlund
Title: President

B 2 1 0 9 P 5 6 0

COMMONWEALTH OF VIRGINIA --
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on January 2, 2002.

[Signature]
Notary Public

[SEAL]

My commission expires: 0-1-02

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on January 2, 2002.

[Signature]
Notary Public

[SEAL]

My commission expires: 1-1-02

B 2 1 0 9 P 5 6 2

EXHIBIT B

[Description of the Common Area]

Parcel C, FAIRFIELD, SECTION 1-C, Salem Fields, as the same appears duly
platted, subdivided and recorded in Deed Book 2080 at Page 366, (Plat File 8, Pages 399 -
401), among the land records of Spotsylvania County, Virginia.

ginia, Spotsylvania County, to wit:
l the e office of the County and State aforesaid the 31 day of
v iling was re ented and admitted to record, together with the annexed
c ificate of nowldgment,
T tax imposed by Section 58.1-802 in the amount of \$
h been paid.

Teste:



, Clerk

RECORDED-FILED
RECORDED-DOCKETED

2002 JAN 31 PM 3:09

CLERK GEORGE
C. JAMES
SPOTSYLVANIA CO. VA.

B 2 1 0 9 P 5 6 1
EXHIBIT A

Lots Seventy-two (72) through One Hundred Five (105), both inclusive, and Parcel C, FAIRFIELD, SECTION 1-C, Salem Fields, as the same appear duly platted, subdivided and recorded in Deed Book 2080 at Page 366 (Plat File 8, Pages 399 - 401), among the land records of Spotsylvania County, Virginia.

Instrument Control Num.

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

LR 200200027438 09/17/2002 11:14 AM

Recorded In the Clerk's Office of the
SPOTSYLVANIA COUNTY, Virginia Circuit Court

Teste: , Clerk Paul M. Metzger

[ILS Cover Sheet Agent Online 1.1.2]

E
M
P
C Date of Instrument [09/13/2002]
O Instrument Type [DEC]
R
P Number of Parcels [1]
Number of Pages [10]
City County [Spotsylvania County]

RECEIVED SEP 18 2002

(Box for Deed Stamp Only)

First and Second Grantors			
Last Name	First Name	Middle Name	Suffix
Salem Limited Partnership			
First and Second Grantees			
Last Name	First Name	Middle Name	Suffix
Salem Fields Community Association			
Grantee Address (Name)	Salem Fields Community Association		
(Address 1)	10700 Spotsylvania Avenue		
(Address 2)			
(City, State, Zip)	Fredericksburg	[VA]	[22408]
Consideration [0.00]	Existing Debt [0.00]	Assumption Balance [0.00]	

Prior Instr. Recorded at: City County [Spotsylvania County] Percent. In this Juris.(%) [100]
 Book [0] Page [0] Instr. No [0]
 Parcel Identification No (PIN) [1D]
 Tax Map Num. (if different than PIN) [22T-A-A]
 Short Property Description [Fairfield, Section 1D]
 Current Property Addr.(Address 1) [Salem Fields]
 (Address 2) [Gander Ct, Finch Ln]
 (City, State, Zip) [Fredericksburg] [VA] [22407]

Instrument Prepared by [Salem Limited Partnership]
 Recording Paid for by [Hazel Land Companies, Inc.]
 Return Recording to (Name) [Stephen G. Norair, Esq.]
 (Address 1) [Hazel Land Companies, Inc.]
 (Address 2) [10700 Spotsylvania Avenue]
 (City, State, Zip) [Fredericksburg] [VA] [22408]
 Customer Case ID [Supp. Dec.] [1D] [CS]

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

Section 1-D, FAIRFIELD

(Single Family Attached Townhouses)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of September 16, 2002, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION I C., ("Association"), a Virginia non stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 30, 1998, and recorded in Deed Book 1625 at Page 441, and the Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 (collectively the "Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

TM# 22T-A

RETIRED
HARRY
COMPANIES, INC.
800 SPOTSYLVANIA AVE
CASBURG, VA 22610

3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land, and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA AND LIMITED COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features, and other improvements located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an

instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes appurtenant to Lots in this Section (including the Declarant), and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter

imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

Section 5.6. Garages. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the

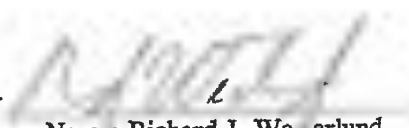
Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

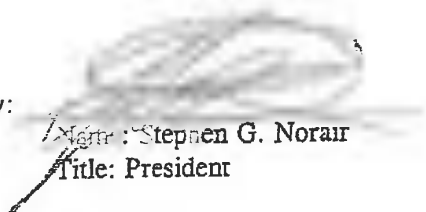
PLEASE SEE ATTACHED PAGE FOR SIGNATURES.

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

By: Salem, Inc.
a Virginia corporation
General Partner

By: 
Name: Richard J. Weerlund
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION, INC.
a Virginia non stock corporation.

By: 
Name: Stephen G. Norair
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on Sept 6, 2002.

Conrad P. Baker - Jr. [SEAL]
Notary Public

My commission expires: 0-1-06

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on Sept. 16, 2002.

Conrad P. Baker - Jr. [SEAL]
Notary Public

My commission expires: 0-31-06

EXHIBIT A

Lots One Hundred Six (106) through One Hundred Fifty-seven (157), both inclusive, and Parcel D, FAIRFIELD, SECTION 1-D, Salem Fields, as the same appear duly platted, subdivided and recorded at Instrument #200200025756, among the land records of Spotsylvania County, Virginia.

EXHIBIT B

[Description of the Common Area]

Parcel D, FAIRFIELD, SECTION 1-D, Salem Fields, as the same appears duly
platted, subdivided and recorded at Instrument #200200025756, among the land records of
Spotsylvania County, Virginia.

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01784 039

AMENDMENT TO
SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

SECTION 2-A, STONEFIELD

(Single Family Attached Villas)

THIS AMENDMENT TO SUPPLEMENTARY DECLARATION FOR SALEM FIELDS, Section 2-A, Stonefield, is made as of February 8, 2000, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION INC. ("Association"), a Virginia non stock corporation.

RECITALS:

1. By Declaration for Salem Fields dated October 30, 1998; recorded in Deed Book 1625 at Page 441, and by Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 ("Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), Declarant submitted certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.
3. By Supplementary Declaration for Salem Fields, Stonefield, Section 2-A, dated

81784 040

September 15, 1999, recorded in Deed Book 1741 at Page 130, among the Land Records ("Supplementary Declaration"), Declarant submitted the land described in Exhibit A thereto to the terms of the Declaration.

4. Section 14.1 of the Declaration provides that "...the Declarant may unilaterally, without the joinder of the Association, or any Owner, Mortgagee or Secondary Mortgage Market Agency, amend any provision of this Declaration or any Supplementary Declaration from time to time to: (i) make nonmaterial, clarifying or corrective changes...".

5. In order to reflect the amendments set forth in the Amended and Restated Declaration for Salem Fields, Declarant hereby amends the terms of the Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that Article 5, Sections 5.3 and 5.4 of the Supplementary Declaration are hereby deleted in their entirety.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

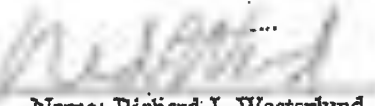
PLEASE SEE ATTACHED PAGES FOR SIGNATURES.

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SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

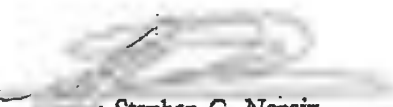
By: Salem, Inc.,
a Virginia corporation
general partner

By:


Name: Richard J. Westerlund
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non stock corporation

By:


: Stephen G. Norair
itle: President

B1784 042

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on this 7th day of February, 2000.

Notary Public

[SEAL]

My commission expires: 1-1-02



COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on this 7th day of February, 2000.

Notary Public

[SEAL]

My commission expires: 1-1-02



Virginia, Spotsylvania County, to-wit:
In _____ of the County and State aforesaid the 11 day of _____, 2000, at 9:04 o'clock AM, the foregoing _____ as presented and admitted to record, together with the annexed certificate of acknowledgement.
The _____ imposed by Section 58.54-1 in the amount of \$ _____ has been paid.

Teste:

Clerk

RECORDED - FILED
INDEXED - DOCKETED

FEB 11 9 04 AM '00

CLERKS OFFICE
CIRCUIT COURT
SPOTSYLVANIA CO., VA.

897712180

23611

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

Section 2-A, STONEFIELD

(Single Family Attached Villas)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of September 15, 1999, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION, INC. ("Association"), a Virginia nonstock corporation.

RECITALS:

1. The Declarant executed the Declaration For Salem Fields ("Declaration") dated October 30, 1998 and recorded in Deed Book 1625 at Page 441 among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

ARTICLE 4

3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

4. Section 7.1(d) of the Declaration provides that to the extent determined to be reasonably necessary or desirable by the Board of Directors, the Association may provide services to the Owners as a Common Expense or a Limited Common Expense, as appropriate.

5. In order to reflect the different characteristics of certain Lots within Section 2-A, Salem Fields, which characteristics are not inconsistent with the overall scheme of the Declaration, it is the desire and intent of the Declarant and the Association to provide for the Upkeep of certain improvements located on such Lots as a service the Owners of such Lots and to allocate the cost of such Upkeep to the Owners of such Lots as a Limited Common Expense.

6. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions,

ARTICLE 1

easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

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ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features and other improvements located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

ARTICLE 4

UPKEEP OF LOTS

The Association shall be responsible for the Upkeep of all landscaping on the Lots including grass cutting, lawn maintenance, replanting, removal of trash and debris and such other maintenance as the Board of Directors determines appropriate. The cost of such Upkeep shall be charged to the Owners of the Lots as a Limited Common Expense. Upkeep of all other improvements located on the Lot shall be the responsibility of the Owners of the Lots.

ARTICLE 5

LIMITED COMMON EXPENSE ASSESSMENTS

Section 5.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such

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services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets, and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 5.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 5.3. Maximum Assessment for Limited Common Expenses. Until the first day of the fiscal year following recordation of this Supplementary Declaration, the maximum Annual Assessment for Limited Common Expenses against Lots in this Section shall be Six Hundred Dollars (\$600.00), in addition to any applicable maximum Annual Assessment for Limited Common Expenses stated in the Declaration.

Section 5.4. Limitations on Increases. The maximum Annual Assessment for Limited Common Expenses set forth above and in the Declaration shall be increased annually pursuant to Section 6.2(a)(3) of the Declaration.

Section 5.5. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 6

GENERAL PROVISIONS

SECTION 6.1

Section 6.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of

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Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 6.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 6.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location

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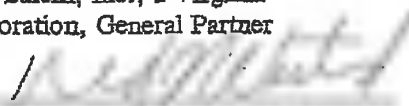
determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

Section 6.6. Garages. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

By: Salem, Inc., a Virginia
corporation, General Partner

By: 
Name: Richard Westeriund
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non-stock c

By: 
Name: rarr
Title: resident

007412130

COMMONWEALTH OF VIRGINIA)
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on Sept 5, 1999.

[Signature] [SEAL]
Notary Public

My commission expires: May 31 00

COMMONWEALTH OF VIRGINIA)
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on Sept 15, 1999.

[Signature] [SEAL]
Notary Public

My commission expires: May 31 00

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EXHIBIT A

Lots One (1) through Twenty-four (24), both inclusive, Stonefield, SECTION 2-A, Salem Fields, as the same appear duly platted, subdivided and recorded in Deed Book 1711 at Page 038, (Plat File 7, Pages 319- 323) among the land records of Spotsylvania County, Virginia.

Parcels A and A-2, Stonefield, Section 2-A. SALEM FIELDS Subdivision, as shown on "Plat Showing Division Parcel A, Stonefield Section 2-A, Salem Fields" recorded in Deed Book 174 at Page 125, (Plat File 7, Pages 426 - 427), among the land records of Spotsylvania County, Virginia.

CLERKS OFFICE
CIRCUIT COURT
SPOTSYLVANIA CO., VA.
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EXHIBIT B

[Description of the Common Area]

Parcels A and A-2, Stonefield, Section 2-A. SALEM FIELDS Subdivision, as shown on "Plat Showing Division Parcel A, Stonefield Section 2-A, Salem Fields" recorded in Deed Book 174 at Page 125, (Plat File 7, Pages 426 - 427), among the land records of Spotsylvania County, Virginia.

Virginia, Spotsylvania County, to-wit:
In the Clerk's Office, of the County and State aforesaid the 15 day of
September, 19 99, at 2:37 o'clock PM, the
foregoing writing was presented and admitted to record, together with the
annexed certificate of acknowledgment.
The tax imposed by Section 58.54-1 in the amount of \$ _____ has been paid
Teste: _____, Clerk

01811 194

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

Section 2-B, STONEFIELD

(Single Family Attached Villas)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of March 2, 2000, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION INC., ("Association"), a Virginia non stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 30, 1998, and recorded in Deed Book 1625 at Page 441, and the Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 (collectively the "Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth (15th) anniversary of the date of recordation of the Declaration or the fifth (5th) anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

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3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land, and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

4. Section 7.1(d) of the Declaration provides that to the extent determined to be reasonably necessary or desirable by the Board of Directors, the Association may provide services to the Owners as a Common Expense or a Limited Common Expense, as appropriate.

5. In order to reflect the different characteristics of certain Lots within Section 2-B, Salem Fields, which characteristics are consistent with the overall scheme of the Declaration, it is the desire and intent of the Declarant and the Association to provide for the Upkeep of certain improvements located on such Lots as a service to the Owners of such Lots and to allocate the cost of such Upkeep to the Owners of such Lots as a Limited Common Expense.

6. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the

RUTH
HAZEL
3: J.D. COMPANIES, INC.
10706 SPOTSYLVANIA AVE.
FREDERICKSBURG, VA 22408

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covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

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ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features, and other improvements located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

ARTICLE 4

UPKEEP OF LOTS

The Association shall be responsible for the Upkeep of all landscaping on the Lots including grass cutting, lawn maintenance, replanting, removal of trash and debris and such other maintenance as the Board of Directors determines appropriate. The cost of such Upkeep shall be charged to the Owners of the Lots as a Limited Common Expense. Upkeep of all other improvements located on the Lot shall be the responsibility of the Owners of the Lots.

ARTICLE 5

LIMITED COMMON EXPENSE ASSESSMENTS

Section 5.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of

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TO:
LAND COMPANIES, INC.
10700 SPOTSYLVANIA AVE
FREDERICKSBURG, VA 22408

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reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 5.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 5.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 6

GENERAL PROVISIONS

Section 6.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes appurtenant to Lots in this Section (including the Declarant), and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this

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Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 6.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

61811-200

Section 6.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 6.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

Section 6.6. Garages. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGE FOR SIGNATURES.

B.1811 202

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on March 2, 2000.

 [SEAL]
Notary Public

My commission expires: 10-31-02



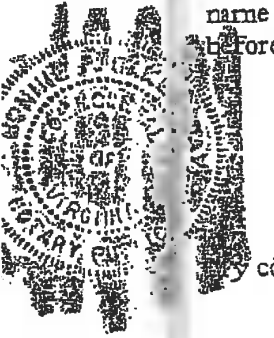
COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on March 2, 2000.

 [SEAL]
Notary Public

My commission expires: 10-31-02



RETURN
HAZEL L.A. JIMANIES, INC.
10700 SPOTSYLVANIA AVE
FREDERICKSBURG, VA 22406

81811 203

EXHIBIT A

Lots Twenty-five (25) through Fifty-six (56), both inclusive, and Parcel B
STONEFIELD, SECTION 2-B, Salem Fields, as the same appear duly platted, subdivided
and recorded in Deed Book 1802 at Page 183, (Plat File 7, Pages 625 - 679) among the
land records of Spotsylvania County, Virginia.

RETURN
HAZEL L. PANTES, INC.
10700 SPOTSYLVANIA AVE.
FREDERICKSBURG, VA 22408

61811 204

EXHIBIT B

[Description of the Common Area]

Parcel A-2, STONEFIELD, Section 2-A, SALEM FIELDS Subdivision, as shown on "Plat Showing Division Parcel A, STONEFIELD Section 2-A, Salem Fields" recorded in Deed Book 1741 at Page 125, (Plat File 7, Pages 426-427), among the land records of Spotsylvania County, Virginia.

Parcel B STONEFIELD, SECTION 2-B, Salem Fields, as the same appear duly platted, subdivided and recorded in Deed Book 1802 at Page 183, (Plat File 2, Pages 625 - 679) among the land records of Spotsylvania County, Virginia.

Virginia, Spotsylvania County, to-wit:
in the Clerk's _____ of the County and State aforesaid the 8 day of _____, 2000, at 2:54 o'clock P.M., the foregoing writing was presented and admitted to record, together with the annexed certificate of acknowledgement.
The tax imposed by Section 58.54-1 in the amount of \$ _____ has been paid.

Teste: [Signature], Clerk
Paul M. Metzger

RE: TO:
HALL AND COMPANIES, INC.
10700 SPOTSYLVANIA AVE
FREDERICKSBURG, VA 22408

RECORDED
MAY 8 2 54 PM '00
CLERK'S OFFICE
SPOTSYLVANIA CO., VA

024085

B 2 0 2 4 P 7 7 0

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

Section 2-C, STONEFIELD

(Single Family Villas)

TM# 22T-15

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of September 19, 2001, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION INC., ("Association"), a Virginia non-stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 30, 1998, and recorded in Deed Book 1625 at Page 441, and the Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 (collectively the "Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

2. Article 2 of the Declaration reserves the right to the Declarant to designate Common Area and reserves the right to the Association to regulate the Common Areas. Article 6 of the Declaration reserves the right to the Association to assess the owners of Lots for the upkeep and maintenance of the Common Areas.

3. The Association is the owner in fee simple absolute of the real estate described in Exhibit A hereto.

NET D:
HAZARD
10700 SPOTSYLVANIA A
FREDERICKSBURG, VA

B 2 0 2 4 P 7 7 1

4. Section 7.1(d) of the Declaration provides that to the extent determined to be reasonably necessary or desirable by the Board of Directors, the Association may provide services to the Owners as a Common Expense or a Limited Common Expense, as appropriate.

5. In order to reflect the different characteristics of certain Lots within Section 2-C, Salem Fields, which characteristics are consistent with the overall scheme of the Declaration, it is the desire and intent of the Declarant and the Association to provide for the Upkeep of certain improvements located on the Common Area described on Exhibit A as a service to the Owners of such Lots and to allocate the cost of such Upkeep to the Owners of such Lots as a Limited Common Expense.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be hereby designated as Limited Common Area to serve the Lots in Section 2-C effective upon conveyance to the Association.

ARTICLE 1

GENERAL PROVISIONS

Section 1.1. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter

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imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 1.2. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 1.3. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

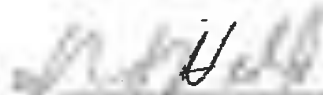
IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGE FOR SIGNATURES.
THIS SPACE INTENTIONALLY LEFT BLANK.

B 2024P773

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

By: Salem, Inc.
a Virginia corporation
General Partner



Name: Richard J. Westerlund
Title: Vice President

SALEM FIELDS COMMUNITY
ASSOCIATION, INC.
a Virginia non stock corporation

By: 
Name: t . orair
Title: ent

B 2 0 2 4 P 7 7 4

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on Sept. 17, 2001.

Barbara B. [Signature]
Notary Public

SEAL]

My commission expires: 10-31-02

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on Sept. 17, 2001.

Barbara B. [Signature]
Notary Public

SEAL]

My commission expires: 10-31-0

B 2024P776

EXHIBIT A

[Description of the Common Area]

Parcel A-2, Stonefield, Section 2-A, SALEM FIELDS, as the same appears duly
platted, subdivided and recorded in Deed Book 1741 at Page 125 (Plat File 7, Pages 426-
427), among the land records of Spotsylvania County, Virginia.

Virginia, Spotsylvania County, fo-wit:
I the Clerk's Office of the County and State aforesaid the 19 day of
001, at 12 o'clock A.M., the foregoing
writing as presented and admitted to record, together with the annexed
certificate of acknowledgement,
The tax imposed by Section 58.54-1 in the amount of \$ _____
has been paid.

Teste:



Clerk

RECORDED-FILED
RECORDED-BOOKETED

2001 SEP 19 AM 11: 27

CLERK'S OFFICE
CLERK OF COURTS
SPOTSYLVANIA CO. VA

D 1 8 9 0 3 1 2

7770

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

Section 2-C, STONEFIELD

(Single Family Attached Villas)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of December ~~15~~¹⁶, 2000, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION INC., ("Association"), a Virginia non stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 30, 1998, and recorded in Deed Book 1625 at Page 441, and the Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 (collectively the "Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth (15th) anniversary of the date of recordation of the Declaration or the fifth (5th) anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land, and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

4. Section 7.1(d) of the Declaration provides that to the extent determined to be reasonably necessary or desirable by the Board of Directors, the Association may provide services to the Owners as a Common Expense or a Limited Common Expense, as appropriate.

5. In order to reflect the different characteristics of certain Lots within Section 2-C, Salem Fields, which characteristics are consistent with the overall scheme of the Declaration, it is the desire and intent of the Declarant and the Association to provide for the Upkeep of certain improvements located on such Lots as a service to the Owners of such Lots and to allocate the cost of such Upkeep to the Owners of such Lots as a Limited Common Expense.

6. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the

covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features, and other improvements located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

ARTICLE 4

UPKEEP OF LOTS

The Association shall be responsible for the Upkeep of all landscaping on the Lots including grass cutting, lawn maintenance, replanting, removal of trash and debris and such other maintenance as the Board of Directors determines appropriate. The cost of such Upkeep shall be charged to the Owners of the Lots as a Limited Common Expense. Upkeep of all other improvements located on the Lot shall be the responsibility of the Owners of the Lots.

ARTICLE 5

LIMITED COMMON EXPENSE ASSESSMENTS

Section 5.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of

reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 5.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 5.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 6

GENERAL PROVISIONS

Section 6.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes appurtenant to Lots in this Section (including the Declarant), and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this

Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 6.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 6.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; rovided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

Section 6.6. Gara es. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

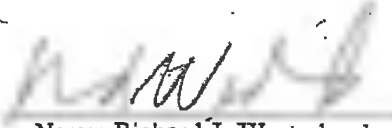
PLEASE SEE ATTACHED PAGE FOR SIGNATURES.

B1890 319

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

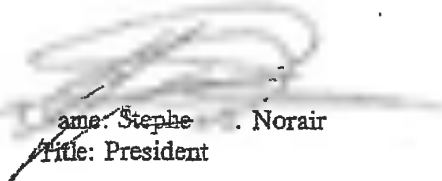
By: Salem, Inc.
a Virginia corporation
General Partner

By:


Name: Richard J. Westerlund
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION, INC.
a Virginia non stock corporation

By:


Name: Stephen . Norair
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on December 15, 2000.

Brian P. Cole - Notary SEAL]
Notary Public

My commission expires: 0-1-0

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on December 15, 2000.

Brian P. Cole - Notary L]
Notary Public

My commission expires: 0-1-02

EXHIBIT A

Lots Fifty-seven (57) through Ninety-six (96), both inclusive, and Parcels C and D, Stonefield, Section 2-C, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 1870 at Page 164 (Plat File 8, Pages 35-37) among the land records of Spotsylvania County, Virginia.

61890 322

EXHIBIT B

[Description of the Common Area]

Parcels C and D, Stonefield, Section 2-C, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 1870 at Page 164 (Plat File 8, Pages 35-37), among the land records of Spotsylvania County, Virginia.

Virginia, Spotsylvania County, to-wit:
In the Clerk's Office of the County and State aforesaid the 21 day of Dec, 2000 at 10:00 o'clock A.M., the foregoing writing was presented and admitted to record, together with the annexed certificate of acknowledgement.
The tax imposed by Section 58.54-1 in the amount of \$ _____ has been paid.

Teste: Paul M. Metzger, Clerk

Dec 21 10 21 AM '00
RECORDED
INDEXED

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SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

024086

Section 3, OAKVIEW

(Single Family Attached Villas)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of
September 19, 2001, by SALEM LIMITED PARTNERS ("Declarant"), a Virginia
limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION INC.,
("Association"), a Virginia non-stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 30,
1998, and recorded in Deed Book 1625 at Page 441, and the Amended and Restated
Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page
610 (collectively the "Declaration"), among the land records of Spotsylvania County,
Virginia ("Land Records"), submitting certain real estate as further described in the
Declaration to the covenants, charges, restrictions, easements and liens contained in the
Declaration.

2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to
sign and record Supplementary Declarations submitting certain land, designated as
Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction
of the Association until the fifteenth (15th) anniversary of the date of recordation of the
Declaration or the fifth (5th) anniversary of the recordation of the most recently recorded
Supplementary Declaration adding Additional land.

TR# 201-20

COMPANIES, INC.
1070 S. IVANIA AVE.
FREDERICKSBURG, VA 22408

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3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land, and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

4. Section 7.1(d) of the Declaration provides that to the extent determined to be reasonably necessary or desirable by the Board of Directors, the Association may provide services to the Owners as a Common Expense or a Limited Common Expense, as appropriate.

5. In order to reflect the different characteristics of certain Lots within Section 3, Salem Fields, which characteristics are consistent with the overall scheme of the Declaration, it is the desire and intent of the Declarant and the Association to provide for the Upkeep of certain improvements located on such Lots as a service to the Owners of such Lots and to allocate the cost of such Upkeep to the Owners of such Lots as a Limited Common Expense.

6. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the

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covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

B 2024 P 779

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features, and other improvements located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

ARTICLE 4

UPKEEP OF LOTS

The Association shall be responsible for the Upkeep of all landscaping on the Lots including grass cutting, lawn maintenance, replanting, removal of trash and debris and such other maintenance as the Board of Directors determines appropriate. The cost of such Upkeep shall be charged to the Owners of the Lots as a Limited Common Expense. Upkeep of all other improvements located on the Lot shall be the responsibility of the Owners of the Lots.

ARTICLE 5

LIMITED COMMON EXPENSE ASSESSMENTS

Section 5.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of

reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Section; (iii) services only benefiting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 5.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 5.3. Method of Assessment. The Lots that are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 6

GENERAL PROVISIONS

Section 6.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes appurtenant to Lots in this Section (including the Declarant), and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this

B 2 0 2 4 P 7 8 1

Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 6.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

B 2 0 2 4 P 7 8 2

Section 6.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 6.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

Section 6.6. Garages. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.


IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGE FOR SIGNATURES.

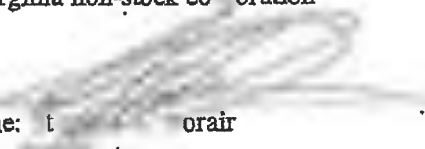
B 2024P783

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

By: Salem, Inc.
a Virginia corporation
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION,
INC.
a Virginia non-stock corporation

By: 
Name: Chair
Title: Chair

B2024P784

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on Sept. 12, 2001.

[Signature]
Notary Public [SEAL]

My commission expires: 10-31-02

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on Sept. 19, 2001

[Signature]
Notary Public [SEAL]

My commission expires: 1-31-02

B2024P785

EXHIBIT A

Lots One (1) through Forty-eight (48), both inclusive, and Parcel 3-A, Oakview, Section 3, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 1990 at Page 560 (Plat File 8, Pages 281-286) among the land records of Spotsylvania County, Virginia.

B 2 0 2 4 P 7 8 6
EXHIBIT B

[Description of the Common Area]

Parcel 3-A, Oakview, Section 3, SALEM FIELDS, as the same appears duly
platted, subdivided and recorded in Deed Book 1990 at Page 560 (Plat File 8, Pages 281-
286), among the land records of Spotsylvania County, Virginia.

Parcel D, Stonefield, Section 2-C, SALEM FIELDS, as the same appears duly
platted, subdivided and recorded in Deed Book 1870 at Page 164 (Plat File 8, Pages 35-37),
among the land records of Spotsylvania County, Virginia.

Parcel A -2, Stonefield, Section 2-A, SALEM FIELDS, as the same appears duly
platted, subdivided and recorded in Deed Book 1741 at Page 125 (Plat File 7, Pages 426-
427), among the land records of Spotsylvania County, Virginia.

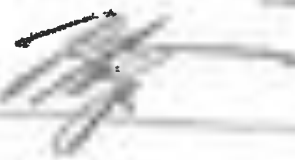
Virginia, Spotsylvania County, to-wit:
In t
rk' ffile o' e o nty and State aforesaid the 19 day of
, 2001, at 12 o'clock M., the foregoing
writing was presented and admitted to record, together with the annexed
certificate of acknowledgement,
The tax imposed by Section 58.54-1 in the amount of
has been paid.

RECORDED
INDEXED

2001 SEP 19 AM 11:27

SPOTSILYVANIA COUNTY

Taste:



Clerk

B 2 1 3 7 P 8 3 6

007740

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

Section 4, OAKVIEW

(Single Family Attached Villas)

TH# 22T-A

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of March 18, 2002, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION INC., ("Association"), a Virginia non-stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 30, 1998, and recorded in Deed Book 1625 at Page 441, and the Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 (collectively the "Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth (15th) anniversary of the date of recordation of the Declaration or the fifth (5th) anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

TURN TO
ELAND
NO SPOISY
AVE.
DENVER, VA 22409

B 2 1 3 7 P 8 3 7

3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land, and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

4. Section 7.1(d) of the Declaration provides that to the extent determined to be reasonably necessary or desirable by the Board of Directors, the Association may provide services to the Owners as a Common Expense or a Limited Common Expense, as appropriate.

5. In order to reflect the different characteristics of certain Lots within Section 4, Salem Fields, which characteristics are consistent with the overall scheme of the Declaration, it is the desire and intent of the Declarant and the Association to provide for the Upkeep of certain improvements located on such Lots as a service to the Owners of such Lots and to allocate the cost of such Upkeep to the Owners of such Lots as a Limited Common Expense.

6. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the

B 2 1 3 7 P 8 3 8

covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

B 2 1 3 7 P 8 3 9

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features, and other improvements located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

ARTICLE 4

UPKEEP OF LOTS

The Association shall be responsible for the Upkeep of all landscaping on the Lots including grass cutting, lawn maintenance, replanting, removal of trash and debris and such other maintenance as the Board of Directors determines appropriate. The cost of such Upkeep shall be charged to the Owners of the Lots as a Limited Common Expense. Upkeep of all other improvements located on the Lot shall be the responsibility of the Owners of the Lots.

ARTICLE 5

LIMITED COMMON EXPENSE ASSESSMENTS

Section 5.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (1) management and Upkeep and reservation of

reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Section; (iii) services only benefiting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 5.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 5.3. Method of Assessment. The Lots that are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 6

GENERAL PROVISIONS

Section 6.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes appurtenant to Lots in this Section (including the Declarant), and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this

B 2 1 3 7 P 8 4 1

Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 6.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

B 2 1 3 7 P 8 4 2

Section 6.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 6.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

Section 6.6. Garages. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.

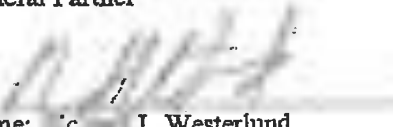
IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGE FOR SIGNATURES.


B 2 1 3 7 P. 8 4 3

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

By: Salem, Inc.
a Virginia corporation
General Partner

By: 
Name: J. Westerlund
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION,
INC.
a Virginia non-stock corporation

By: 
Name: e
Title: Pr ident

B 2 1 3 7 P 8 4 4

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on March 8, 2002.

Bonnie P. Baker-Day [SEAL]
Notary Public

My commission expires: 10 - - 2

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on March 11, 2002.

Bonnie P. Baker-Day [SEAL]
Notary Public

My commission expires: 10 - - 02

B 2 1 3 7 P 8 4 5

EXHIBIT A

Lots One (1) through Thirty-two (32), both inclusive, and Parcel 4-B, Oakview, Section 4, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 2135 at Page 657 (Plat File 8, Pages 502-505) among the land records of Spotsylvania County, Virginia.

Tax Map# 22T-A-A

**SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS**

MAPLEVIEW, SECTION 5

(Single Family Attached Villas)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of May 17, 2004, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership, LEE'S HILL CONSTRUCTION, LLC ("Landowner"), a Virginia limited liability company, and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a Virginia non stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 26, 1998 and recorded in Deed Book 1625 at Page 445 and the Amended and Restated Declaration for Salem Fields dated August 6, 1999 and recorded in Deed Book 1727 at Page 610 ("Declaration") among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

Recited to:
Lizel Land Companies, Inc.
10300 Spotsylvania Avenue, Ste. 101
Fredericksburg, VA 22408

3. The Landowner and the Association are the owners in fee simple absolute of that certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and have consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by their signatures hereon.

4. Section 7.1(d) of the Declaration provides that to the extent determined to be reasonably necessary or desirable by the Board of Directors, the Association may provide services to the Owners as a Common Expense or a Limited Common Expense, as appropriate.

5. In order to reflect the different characteristics of certain Lots within Section 5, Salem Fields, which characteristics are consistent with the overall scheme of the Declaration, it is the desire and intent of the Landowner and the Association to provide for the Upkeep of certain improvements located on such Lots as a service to the Owners of such Lots and to allocate the cost of such Upkeep to the Owners of such Lots as a Limited Common Expense.

6. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant, Landowner and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the

Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features, and other improvements located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

ARTICLE 4

UPKEEP OF LOTS

The Association shall be responsible for the Upkeep of all landscaping on the Lots including grass cutting, lawn maintenance, replanting, removal of trash and debris and such other maintenance as the Board of Directors determines appropriate. The cost of such Upkeep shall be charged to the Owners of the Lots as a Limited Common Expense. Upkeep of all other improvements located on the Lot shall be the responsibility of the Owners of the Lots.

ARTICLE 5

LIMITED COMMON EXPENSE ASSESSMENTS

Section 5.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of

private streets, and parking areas located within this Section; (iii) services only benefiting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 5.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 5.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 6

GENERAL PROVISIONS

Section 6.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or

withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 6.2. **Enforcement.** The Association, the Declarant, the Landowner or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.3. **Severability.** Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.


Section 6.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; rovided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

Section 6.6 Garages. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership
By: Salem, Inc., a Virginia corporation,
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

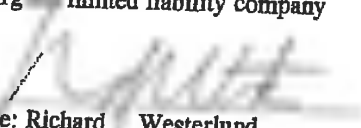
I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on May 17, 2004.

 [SEAL]
Notary Public

My commission expires: 10-31-06

LEE'S HILL CONSTRUCTION, LLC
a Virginia limited liability company

By: 
Name: Richard J. Westerlund
Title: Manager


COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund as Manager of Lee's Hill Construction, LLC, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the company.

GIVEN under my hand and seal on May 17, 2004.

 [SEAL]
Notary Public

My commission expires: 10-1-06

SALEM FIELDS COMMUNITY ASSOCIATION
a Virginia not-for-profit corporation

By: 
Name: Denny W. Kelly
Title: President

COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Denny W. Kelly, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on May 17, 2004.

 [SEAL]
Notary Public

My commission expires: 07-1-06

EXHIBIT A

Lots One (1) through Twenty-eight (28), both inclusive, and Parcel 5-A, Mapleview, Section 5, SALEM FIELDS, as the same appears duly platted, subdivided and recorded at Instrument #200400018173, among the land records of Spotsylvania County, Virginia.

EXHIBIT B

[Description of the Common Area]

Parcel 5-A, Mapview, Section 5, SALEM FIELDS, as the same appears duly platted, subdivided and recorded at Instrument #200400018173, among the land records of Spotsylvania County, Virginia.

Parcel D, Stonefield, Section 2-C, SALEM FIELDS, as the same appears duly platted, subdivided and recorded in Deed Book 1870 at Page 164 (Plat File 8, Pages 35-37), among the land records of Spotsylvania County, Virginia.

Parcel A-2, Stonefield, Section 2-A, SALEM FIELDS, as the same appears duly platted, subdivided and recorded in Deed Book 1741 at Page 125 (Plat File 7, Pages 426-427), among the land records of Spotsylvania County, Virginia.

Instrument Control Number



LR 200400018558 05/18/2004 08:19 AM

Recorded in the Clerk's Office of the
SPOTSYLVANIA COUNTY, Virginia Circuit Court

Teste: _____, Clerk Paul M. Metzger

**Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A**

[LS VLR Cover Sheet Agent 1.0.83]

Date of Instrument: [5/17/2004]

Instrument Type: [DEC]

Number of Parcels [1]

Number of Pages [8]

City County [Spotsylvania County]

(Box for Deed Stamp Only)

Last Name		and S	ond	to	Middle Name or Initial		Suffix
<input type="checkbox"/> <input checked="" type="checkbox"/>	[Salem Limited Partners]						
	[The Park, Section 6, Sa]						

Last Name		nd ec	n	Middle Name or Initial		Suffix
<input type="checkbox"/> <input checked="" type="checkbox"/>	[Salem Fields Communit]					
<input type="checkbox"/> <input type="checkbox"/>	[]					

Grantee Address (Name) [Salem Fields Community Association]
 (Address 1) [10300 Spotsylvania Avenue]
 (Address 2) [Suite 101]
 (City, State, Zip) [Fredericksburg] [VA] [22408]
 Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [Spotsylvania]
 Book [0] Page [0] Percent. in this Juris. [100]
 Parcel Identification No (PIN) [Parcel 6-A]
 Tax Map Num. (if different than PIN) [22T-A-A]
 Short Property Description [The Park]
 [Salem Fields]

Current Property Address (Address 1) []
 (Address 2) []
 (City, State, Zip) [Fredericksburg] [VA] [22407]

Instrument Prepared By [Salem Limited Partnership]
 Recording Paid for By [Hazel Land Companies, Inc.]
 Return Recording To (Name) [Stephen G. Norair, Esq.]
 (Address 1) [10300 Spotsylvania Avenue]
 (Address 2) [Suite 101]
 (City, State, Zip) [Fredericksburg] [VA] [22408]
 Customer Case ID [Supp Dec] [The Park] [Parcel 6-A]





Tax Map# 22T-A-A

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

PARCEL 6-A, THE PARK

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of May 17, 2004, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a Virginia nonstock corporation.

RECIT LS:

R-1. The Declarant recorded the Declaration for Salem Fields dated October 26, 1998 and recorded in Deed Book 1625 at Page 445 and the Amended and Restated Declaration for Salem Fields dated August 6, 1999 and recorded in Deed Book 1727 at Page 610 ("Declaration") among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

Return to:
Hazel Land Companies, Inc.
10300 Spotsylvania Avenue, Ste. 101
Fredericksburg, VA 22408

R-3. The Association is the owner in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

R-4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit A hereto will be Common Area effective upon conveyance to the Association.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an

instrument signed or ratified by: (1) the Declarant, during the Development Period;

(2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 4.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed

by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.


Section 4.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership
By: Salem, Inc., a Virginia corporation,
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

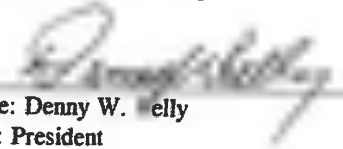
I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on May 17, 2004.

 [SEAL]
Notary Public

My commission expires: 0-1-06

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non-stock corporation

By: 
Name: Denny W. Kelly
Title: President

COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Denny W. Kelly, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on May 17, 2004

 [SEAL]
Notary Public

My commission expires: 0-31-06

EXHIBIT A

Parcel 6-A, The Park, Section 6, SALEM FIELDS, as the same appears duly platted, subdivided and recorded at Instrument #200300050058 among the land records of Spotsylvania County, Virginia.

Instrument Control Number

[Empty box for Instrument Control Number]



LR 200400021649 06/08/2004

Recorded in the Clerk's Office of the
SPOTSYLVANIA COUNTY, Virginia Circuit Court

**Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A**

Teste: , Clerk Paul M. Metzger

[ILS VLR Cover Sheet Agent 1.0.83]

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Date of Instrument: [6/7/2004]
Instrument Type: [DEC]

Number of Parcels [1]
Number of Pages [12]

City County [Spotsylvania County] (Box for Deed Stamp Only)

Last Name	First Name	Middle Name or Initial	Suffix
[Salem Limited Partners]	[]	[]	[]
[Lee's Hill Construction,]	[]	[]	[]

Last Name	First Name	Middle Name or Initial	Suffix
[Salem Fields Communit]	[]	[]	[]
[]	[]	[]	[]

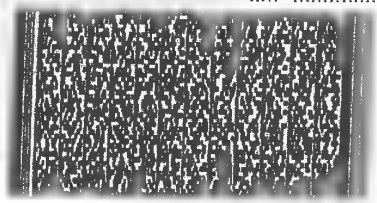
Grantee Address (Name) [Salem Fields Community Association, Inc.]
 (Address 1) [10300 Spotsylvania Avenue]
 (Address 2) [Suite 101]
 (City, State, Zip) [Fredericksburg] [VA] [22408]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [Spotsylvania County] Percent. in this Juris. [100]
Book [0] Page [0] Instr. No [0]

Parcel Identification No (PIN) [7A]
Tax Map Num. (if different than PIN) [22T-A-A]
Short Property Description [Parkevue]
[Salem Fields]
Current Property Address (Address 1) []
(Address 2) []
(City, State, Zip) [Fredericksburg] [VA] [22407]

Instrument Prepared By [Salem Limited Partnership]
Recording Paid for By [Hazel Land Companies, Inc.]
Return Recording To (Name) [Stephen G. Norair, Esq.]
(Address 1) [10300 Spotsylvania Avenue]
(Address 2) [Suite 101]
(City, State, Zip) [Fredericksburg] [VA] [22408]
Customer Case ID [Supp Dec] [Parkevue] [7A]



Control Number

**Commonwealth of Virginia
Land Record Instruments
Continuation Cover Sheet
Form B**
[ILS VLR Cover Sheet Agent 1.0.83]

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Date of Instrument: [6/7/2004]

Instrument Type: [DEC]

Number of Parcels [1]

Number of Pages [12]

City County [Spotsylvania County] (Box for Deed Stamp Only)

Grantors/Grantees/Parcel Continuation Form B

Last Name	First Name	Middle Name or Initial	Suffix
<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	[Parkevue, Section 7A,]][][]
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Prior Instr. Recorded at: City County [] Page []

Parcel Identification No (PIN) []

Tax Map Num. (if different than PIN) []

Short Property Description []

Current Property Address (Address 1) []

(Address 2) []

(City, State, Zip) []

Percent. in this Juris. []

Instr. No []



Tax Map# 22T-A-A

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

Section 7-A, PARKEVUE

(Single Family Attached Townhouses)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of June 7, 2004, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership, LEE'S HILL CONSTRUCTION, LLC ("Landowner"), a Virginia limited liability company, and SALEM FIELDS COMMUNITY ASSOCIATION, INC. ("Association"), a Virginia non stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 30, 1998, and recorded in Deed Book 1625 at Page 441, and the Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 (collectively the "Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the

Return to:
Hazel Land Companies, Inc.
10300 Spotsylvania Avenue, Ste. 101
Fredericksburg, VA 22408

Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

3. The Landowner and the Association are the owners in fee simple absolute of that certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and have consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by their signatures hereon.

4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA AND LIMITED COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features, and other improvements located on the land described in Exhibit B are

hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes appurtenant to Lots in this Section (including the Declarant), and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this

Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant, the Landowner or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner

retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

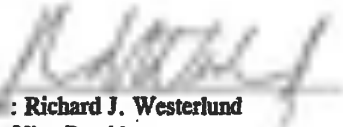
Section 5.6. Garages. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGE FOR SIGNATURES.

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

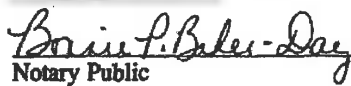
By: Salem, Inc.
a Virginia corporation
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on June 7, 2004.

 [SEAL]
Notary Public

My commission expires: 1-1-06

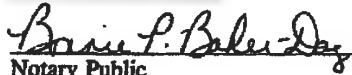
LEE'S HILL CONSTRUCTION, LLC
A Virginia limited liability company

By: 
Name: Richard J. Westerlund
Title: Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Manager of Lee's Hill Construction, LLC, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on June 7, 2004.

 [SEAL]
Notary Public

My commission expires: 0-1-06

SALEM FIELDS COMMUNITY ASSOCIATION, INC.
a Virginia non stock corporation

By: 
Name: Denny W. Kelly
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Denny W. Kelly, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on June 7, 2004.

 [SEAL]
Notary Public

My commission expires: 10-31-06

EXHIBIT A

Lots One (1) through Eighteen (18), both inclusive; Lots Seventy-five (75) through One Hundred Nine (109), both inclusive; Lots One Hundred Twenty-three (123) through One Hundred Twenty-nine (129), both inclusive; and Parcel 7-A, PARKEVUE, SECTION 7-A, Salem Fields, as the same appear duly platted, subdivided and recorded at Instrument #200400020937, among the land records of Spotsylvania County, Virginia.

EXHIBIT B

[Description of the Common Area]

Parcel 7-A, PARKEVUE, SECTION 7-A, Salem Fields, as the same appears duly platted, subdivided and recorded at Instrument #200400020937, among the land records of Spotsylvania County, Virginia.

Instrument Control Number

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[ILS Cover Sheet Agent Online 1.1.2]



Recorded in the Clerk's Office of the
SPOTSYLVANIA COUNTY, Virginia Circuit Court

Teste: , Clerk Paul M. Metzger

RECEIVED JAN 07 2003

T C Date of Instrument [12/20/2002]
A O Instrument Type [DEC]
X R
P Number of Parcels [1]
E Number of Pages [11]
X
M City County [Spotsylvania County]
P

(Box for Deed Stamp Only)

Last Name		First and Second Grantors		
		First Name	Middle Name	Suffix
<input checked="" type="checkbox"/>	Salem Limited Partnership			
<input checked="" type="checkbox"/>	Salem Fields			

Last Name		First and Second Grantees		
		First Name	Middle Name	Suffix
<input checked="" type="checkbox"/>	Salem Fields Community Association			

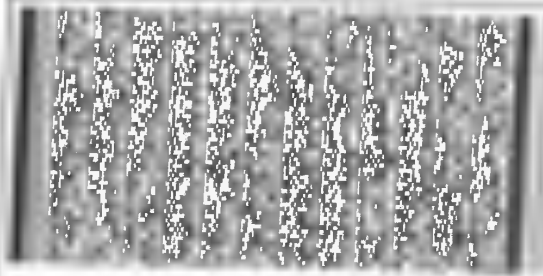
Grantee Address (Name) [Salem Fields Community Association]
 (Address 1) [10700 Spotsylvania Avenue]
 (Address 2) []
 (City, State, Zip) [Fredericksburg] [VA] [22408]

Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [Spotsylvania County] Percent. in this Juris.(%) [100]
 Book [0] Page [0] Instr. No [0]
 Parcel Identification No (PIN) [8]
 Tax Map Num. (if different than PIN) [22T-A-A]
 Short Property Description [Glenview, Sect. 8]
 Current Property Addr(Address 1) [Salem Fields]
 (Address 2) [Craven Ln, Kenyon Ln, Ferrum L]
 (City, State, Zip) [Macon Dr, Trinity Ln] [VA] [22407]
 [Fredericksburg]

Instrument Prepared by [Salem Limited Partnership]
 Recording Paid for by [Hazel Land Companies, Inc.]
 Return Recording to (Name) [Stephen G. Norair, Esq.]
 (Address 1) [10700 Spotsylvania Avenue]
 (Address 2) []
 (City, State, Zip) [Fredericksburg] [VA] [22408]

Customer Case ID [Supp. Dec.] [8] [CS]



**SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS**

Section 8, GLENVIEW

(Single Family Attached Villas)

TM# 22T-A

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of
January 3, 2003, by SALEM LIMITED PARTNERSHIP ("Declarant"), a
Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION INC.,
("Association"), a Virginia non-stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 30, 1998, and recorded in Deed Book 1625 at Page 441, and the Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 (collectively the "Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth (15th) anniversary of the date of recordation of the Declaration or the fifth (5th) anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

RETD
HAZEL L. LADD COMPANIES, INC.
107 SPOTSYLVANIA AVE
FREDERICKSBURG, VA 22408

3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land, and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

4. Section 7.1(d) of the Declaration provides that to the extent determined to be reasonably necessary or desirable by the Board of Directors, the Association may provide services to the Owners as a Common Expense or a Limited Common Expense, as appropriate.

5. In order to reflect the different characteristics of certain Lots within Section 8, Salem Fields, which characteristics are consistent with the overall scheme of the Declaration, it is the desire and intent of the Declarant and the Association to provide for the Upkeep of certain improvements located on such Lots as a service to the Owners of such Lots and to allocate the cost of such Upkeep to the Owners of such Lots as a Limited Common Expense.

6. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the

covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features, and other improvements located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

ARTICLE 4

UPKEEP OF LOTS

The Association shall be responsible for the Upkeep of all landscaping on the Lots including grass cutting, lawn maintenance, replanting, removal of trash and debris and such other maintenance as the Board of Directors determines appropriate. The cost of such Upkeep shall be charged to the Owners of the Lots as a Limited Common Expense. Upkeep of all other improvements located on the Lot shall be the responsibility of the Owners of the Lots.

ARTICLE 5

LIMITED COMMON EXPENSE ASSESSMENTS

Section 5.1 Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of

reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Section; (iii) services only benefiting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 5.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 5.3. Method of Assessment. The Lots that are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 6

GENERAL PROVISIONS

Section 6.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes appurtenant to Lots in this Section (including the Declarant), and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this

Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 6.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 6.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; rovided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

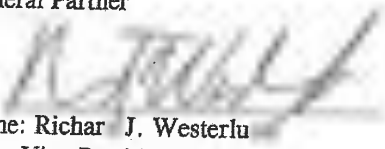
Section 6.6. Garages. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGE FOR SIGNATURES.

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

By: Salem, Inc.
a Virginia corporation
General Partner

By: 
Name: Richard J. Westerlu
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION,
INC.
a Virginia non-stock corporation

By: 
Name: _____ orair
Title: _____ ident

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on Jan ar 3, 2003.

Barbara P. Baker-Dy
Notary Public

[SEAL]

My commission expires: 0-1-06

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on Jan ar 3, 2003.

Barbara P. Baker-Dy
Notary Public

[SEAL]

My commission expires: 10-1-06

EXHIBIT A

Lots One (1) through Seventy-two (72), both inclusive, and Parcels 8-A and 8-B, Glenview, Section 8, SALEM FIELDS, as the same appear duly platted, subdivided and recorded at Instrument #200200038889, among the land records of Spotsylvania County, Virginia.

EXHIBIT B

[Description of the Common Area]

Parcels 8-A and 8-B, Glenview, Section 8, SALEM FIELDS, as the same appear duly platted, subdivided and recorded at Instrument #200200038889, among the land records of Spotsylvania County, Virginia.

Parcel D, Stonefield, Section 2-C, SALEM FIELDS, as the same appears duly platted, subdivided and recorded in Deed Book 1870 at Page 164 (Plat File 8, Pages 35-37), among the land records of Spotsylvania County, Virginia.

Parcel A -2, Stonefield, Section 2-A, SALEM FIELDS, as the same appears duly platted, subdivided and recorded in Deed Book 1741 at Page 125 (Plat File 7, Pages 426-427), among the land records of Spotsylvania County, Virginia.

02618

01784 055

AMENDMENT TO
SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

SECTION 9-B, THE GLEN

(Single Family Detached)

THIS AMENDMENT TO SUPPLEMENTARY DECLARATION FOR SALEM FIELDS, Section 9-B, The Glen, is made as of February 8, 2000, by SALE LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION INC. ("Association"), a Virginia non stock corporation.

RECITALS:


1. By Declaration for Salem Fields dated October 30, 1998, recorded in Deed Book 1625 at Page 441, and by Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 ("Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), Declarant submitted certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.
3. By Supplementary Declaration for Salem Fields, The Glen, Section 9-B, dated

to:
Land Companies, Inc.
10700 Spotsylvania Avenue
Fredericksburg, VA 22408

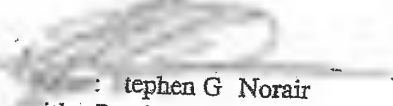
51784 057

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

By: Salem, Inc.,
a Virginia corporation
general partner

By: 
Name: Richard J. Westlund
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non stock corporation

By: 
Name: Stephen G. Norair
Title: President

00301

51673 031

*Note
9A - No Supplements
See page 94 of Declaration*

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

THE GLEN, SECTION 9-B

(Single Family Detached)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of February 24, 1999 by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a Virginia nonstock corporation.

RECITALS:

R-1. The Declarant executed the Declaration For Salem Fields ("Declaration") dated October 26, 1998 and recorded in Deed Book 1625 at Page 445 among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

B 1 6 7 3 0 3 2

R-3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

R-4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

B 1 6 7 3 0 3 3

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets, and

parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Maximum Assessment for Limited Common Expenses. Until the first day of the fiscal year following recordation of this Supplementary Declaration, the maximum Annual Assessment for Limited Common Expenses against Lots in this Section shall be Two Hundred Fifty Dollars (\$250.00), in addition to any applicable maximum Annual Assessment for Limited Common Expenses stated in the Declaration.

Section 4.4. Limitations on Increases. The maximum Annual Assessment for Limited Common Expenses set forth above and in the Declaration shall be increased annually pursuant to Section 6.2(a)(3) of the Declaration.

Section 4.5. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period;

(2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B 1 6 7 3 0 3 6

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; rovided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES

01673 037

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership
By: Salem, Inc., a Virginia corporation,
General Partner

By: *[Signature]*
Name: Richard M. Haze
Title: President

COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard M. Hazel as President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on February 25, 1999.

[Signature] [SEAL]
Notary Public

My commission expires: *[Signature]*

81673 038

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non-stock corporation

[Signature]
Name: Stephen G. Norair
Title: President

COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on February 25, 1999.

[Signature] [SEAL]
Notary Public

My commission expires: *04/3/02*

B 1673 039

EXHIBIT A

Lots Thirty-three (33) through Sixty-nine (69), both inclusive, and Parcels E, F and G, The Glen, Section 9-B, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 7 at Page 180-183, among the land records of Spotsylvania County, Virginia. PLAT FILE

91673 040

EXHIBIT B

[Description of the Common Area]

Parcels E, F and G, The Glen, Section 9-B, SALEM FIELDS, as the same appear duly
platted, subdivided and recorded in Deed Book 7 at Page 10-183 among the land records
of Spotsylvania County, Virginia. PLAT File

2/24/99 09:23

Virginia, Spotsylvania County, to-wit:
In the Clerk's Office of the County and State aforesaid the 17 day of
March 1999, at 2:01 o'clock PM, the
foregoing writing was presented and admitted to record, together with the
annexed certificate of acknowledgment.
The tax imposed by Section 58.64-1 in the amount of \$ _____ has been paid
Teste: _____, Clerk

CLERK'S OFFICE
CIRCUIT COURT
SPOTSYLVANIA CO., VA.
Mar 12 2 07 PM '99
RECORDED
INDEXED

RE-RECORDED TO CORRECT
scrivener's error

01911 148 01827 606

622

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

03 75

THE GLEN, ~~BEFORE~~ SECTION 9-C.

(Single Family Detached)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of April 14, 2000 by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a Virginia nonstock corporation.

RECITALS:

R-1. The Declarant recorded the Declaration For Salem Fields dated October 26, 1998 and recorded in Deed Book 1625 at Page 445 and the Amended and Restated Declaration for Salem Fields dated August 6, 1999 and recorded in Deed Book 1727 at Page 610 ("Declaration") among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

RETURN TO:
HAZEL LAND COMPANIES, INC.
10700 SPOTSYLVANIA AVE.
FREDRICKSBURG, VA 22408

B 1 8 2 7 6 0 7

B 1 9 1 1 1 4 9

R-3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

R-4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

61827 608

01911 150

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep

81827 609

81911 151

of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets, and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1 Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any

81827 610 81911 152

amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

01827 611 01911 153

Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.


Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES

B 1801 610 81911 154

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership
By: Salem, Inc., a Virginia corporation,
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on April 14, 2000.

 SEAL
Notary Public

My commission expires: 12-21-02

1827 613 81911 155

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non-stock corporation

By: 
Name: Stephen G. Norair
Title: President


COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on April 14, 2000.

 [SEAL]
Notary Public

My commission expires: 11-1-02



B1827 614 B1911 156

EXHIBIT A

Lots Seventy (70) through One Hundred, both inclusive, and Parcels A and B, The Glen, Section 9C, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 1827 at Page 591, (Plat File 7, Pages 33 - 736) among the land records of Spotsylvania County, Virginia.

B1827 615 B1911 157

EXHIBIT B

[Description of the Common Area]

Parcels A and B, The Glen, Section 9C, SALEM FIELDS, as the same appears duly platted, subdivided and recorded in Deed Book 1827 at Page 591, (Plat File 7, Pages 733 - 735) among the land records of Spotsylvania County, Virginia.

4/13/ 0 03:45

Virginia, Spotsylvania County, to-wit:
In the Clerk's Office of the County and State aforesaid the 27 day of June, 2000, at 10:09 o'clock A.M., the foregoing writing was presented and admitted to record, together with the annexed certificate of acknowledgement.
The tax imposed by Section 58.54-1 in the amount of \$ _____ has been paid.

Teste: _____, Clerk
Paul M. Metzger

REC'D
FILED
FEB 27 9 45 AM '01

CLERK'S OFFICE
SPOTSILYANIA COUNTY
SPOTSILYANIA, VA.

Virginia, Spotsylvania County, to-wit:
In the _____ of the County and State aforesaid _____ day of _____, 2001, at 3:21 o'clock P.M., the foregoing writing was presented and admitted to record, together with the annexed certificate of acknowledgement.
The tax imposed by Section 58.54-1 in the amount of \$ _____ has been paid.

Teste: _____, Clerk
Paul M. Metzger

JUN 27 10 09 AM '00

CLERK'S OFFICE
SPOTSILYANIA COUNTY
SPOTSILYANIA, VA.

7771

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

THE GLEN, SECTION 9D

(Single Family Detached)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of December 13, 2000 by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a Virginia nonstock corporation.

RECIT LS:

R-1. The Declarant recorded the Declaration For Salem Fields dated October 26, 1998 and recorded in Deed Book 1625 at Page 445 and the Amended and Restated Declaration for Salem Fields dated August 6, 1999 and recorded in Deed Book 1727 at Page 610 ("Declaration") among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

31890.324

R-3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

R-4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

B 1 8 9 0 3 2 5

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep

of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets, and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any

81890 327

amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

91890 328

Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

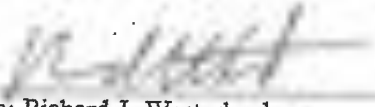
PLEASE SEE ATTACHED PAGES FOR SIGNATURES

B1890 329

SALEM LIMITED PARTNERSHIP

a Virginia limited partnership

By: Salem, Inc., a Virginia corporation,
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

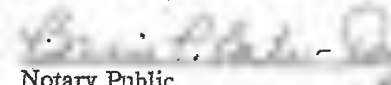
COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

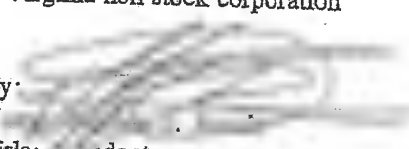
GIVEN under my hand and seal on December 13, 2000.

 [SEAL]
Notary Public

My commission expires: 1-1-02

B 1890 330

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non-stock corporation

By: 
N
Title: ident

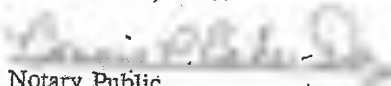
COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on December 13, 2000.


Notary Public.

EALJ

My commission expires: 07-1-02

81890 331

EXHIBIT A

Lots One Hundred-one (101) through One Hundred Thirty-one (131), both inclusive, and Parcels A, B, and C, The Glen, Section 9D, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 1886 at Page 303, (Plat File 8, Pages 87 - 89) among the land records of Spotsylvania County, Virginia.

CLERKS OFFICE
CIRCUIT COURT
SPOTSYLVANIA CO., VA.
Dec 21 10 21 AM '08
RECORDED & INDEXED

81890.332

EXHIBIT B

[Description of the Common Area]

Parcels A, B, and C, The Glen, Section 9D, SALEM FIELDS, as the same appears duly platted, subdivided and recorded in Deed Book 1886 at Page 303, (Plat File 8, Pages 88 - 89) among the land records of Spotsylvania County, Virginia.

12/13/00 00:10

Virginia, Spotsylvania County, to-wit:
In the Clerk's Office of the County and State aforesaid the 21 day of
December, 2000 at 10:00 o'clock A.M., the foregoing
writing was presented and admitted to record, together with the annexed certificate
of acknowledgement.
The tax imposed by Section 58.54-1 in the amount of \$ _____ has
been paid.

Taste:  _____, Clerk
Paul M. Metzger

1995P694

18989

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

THE GLEN, SECTION 9E

(Single Family Detached)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of July 30, 2001, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a Virginia nonstock corporation.

RECITALS:

R-1: The Declarant recorded the Declaration For Salem Fields dated October 26, 1998 and recorded in Deed Book 1625 at Page 445 and the Amended and Restated Declaration for Salem Fields dated August 6, 1999 and recorded in Deed Book 1727 at Page 610 ("Declaration") among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

tm# 22T-19

RETURN TO:
HAZEL LA
10700 SPOTSWYLVANIA
FREDERICKSBURG, VA

81995P695

R-3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

R-4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

1995 P 696

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep

1095P697

of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets, and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any

1995 P 698

amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

B1995P699

Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES

1995 P 700

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership
By: Salem, Inc., a Virginia corporation,
General Partner

By: *[Signature]*
Name: Richard M. Hazel
Title: President

COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard M. Hazel as President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on July 30, 2001.

[Signature] [SEAL]
Notary Public

My commission expires: 07-31-02

1995 P.701

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non-stock corporation

[Handwritten signature]

Name: _____
Title: President

COMMONWEALTH OF VIRGINIA

COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on July 30, 2001.

[Handwritten signature] [SEAL]
Notary Public

My commission expires: 10-31-02

1995 P. 702

EXHIBIT A

Lots One Hundred thirty-two (132) through One Hundred Seventy-nine (179), both inclusive, and Parcels A and B, The Glen, Section 9E, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 1964 at Page 081, (Plat File 8, Pages 238-240) among the land records of Spotsylvania County, Virginia.

100852703

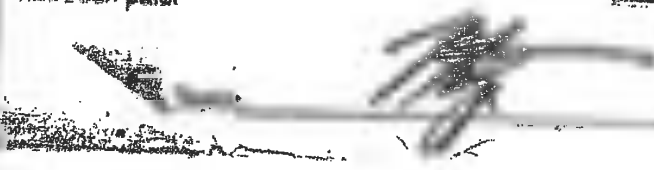
EXHIBIT B

[Description of the Common Area]

Parcels A and B, The Glen, Section 9E, SALEM FIELDS, as the same appears duly
platted, subdivided and recorded in Deed Book 1964 at Page 081, (Plat File 8, Pages 238 -
240) among the land records of Spotsylvania County, Virginia.

7/30/ 1 04:01

Virginia, Spotsylvania County, to-wit:
In the Clerk's Office of the County and State at present the 31 day of
2001, at 10:00 o'clock A. M., the foregoing
writing was presented and admitted to record, together with the annexed
certificate of acknowledgment.
The tax imposed by Section 58.54-1 in the amount of \$ _____
has been paid.



Clerk

CLERK'S OFFICE
CIRCUIT COURT
SPOTSYLVANIA CO., VA.
Jul 31 8 20 AM '01

B2046P001

028719

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

THE GLEN, SECTION 9F

(Single Family Detached)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of
October 24, 2001, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited
partnership and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a
Virginia nonstock corporation.

Tr#
221-

RECITALS:

R-1. The Declarant recorded the Declaration For Salem Fields dated October 26, 1998
and recorded in Deed Book 1625 at Page 445 and the Amended and Restated Declaration for
Salem Fields dated August 6, 1999 and recorded in Deed Book 1727 at Page 610
("Declaration") among the land records of Spotsylvania County, Virginia ("Land Records"),
submitting certain real estate as further described in the Declaration to the covenants, charges,
restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign
and record Supplementary Declarations submitting certain land, designated as Additional Land
and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association
until the fifteenth anniversary of the date of recordation of the Declaration or the fifth
anniversary of the recordation of the most recently recorded Supplementary Declaration adding
Additional land.

RETURN TO:
HAZEL I
10700 SPC...ANNA AVE
FREDERICKSBURG, VA 22403
JAMPANIS, INC.

B 2 0 4 6 P 0 0 2

R-3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon:

R-4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

B 2 0 4 6 P 0 0 3

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section;

(ii) management and Upkeep and the reservation of reserves for Upkeep of private streets, and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on

Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns,

B 2 0 4 6 P 0 0 6

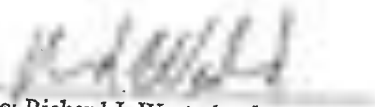
that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided however that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES

B 2 0 4 6 P 0 0 7

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership
By: Salem, Inc., a Virginia corporation,
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

COMMONWEALTH OF VIRGINIA

COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on ^{Oct. 24} ~~July 10~~, 2001.



Notary Public

SEAL]

My commission expires: 10-31-0

B:2046P008

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non-stock corporation


Name: Stephen G. Norair
Title: President

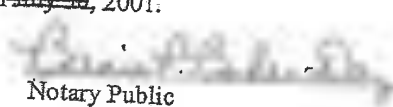
COMMONWEALTH OF VIRGINIA

COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on ~~July 30~~^{Oct 24}, 2001.


Notary Public

[SEAL]

My commission expires: 10-1-02

B 2 0 4 6 P 0 0 9

EXHIBIT A

Lots One Hundred Eighty (180) through Two hundred Thirty-three (233), both inclusive, and Parcels 9F-A and 9F-B, The Glen, Section 9F, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 2044 at Page 796, (Plat File 8, Pages 362-366) among the land records of Spotsylvania County, Virginia.

B 2 0 4 6 P 0 1 0

EXHIBIT B -

[Description of the Common Area]

Parcels 9F-A and 9F-B, The Glen, Section 9F, SALEM FIELDS, as the same appears duly platted, subdivided and recorded in Deed Book 2044 at Page 796, (Plat File 8, Pages 362-366) among the land records of Spotsylvania County, Virginia.

10/24/ 1 08:30

Virginia, Spotsylvania County, to-wit:
I the Clerk's Office of the County and State aforesaid the 25 day of October, 2001, at 10:00 o'clock a.M., the foregoing writing was presented and admitted to record, together with the annexed certificate of acknowledgement.
The tax imposed by Section 58.54-1 in the amount of _____ has been paid.

Teste: _____

_____, Clerk

RECORDED
RECORDED-BOOKETED

2001 OCT 25 AM 10:49

CLERK OF
SPOTSYLVANIA CO. VA

B 2 1 3 7 P 8 4 7

007741

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

THE GLEN, SECTION 9G

(Single Family Detached)

TM# 22T-A

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of March 18, 2002, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a Virginia non stock corporation.

RECITALS:

R-1. The Declarant recorded the Declaration for Salem Fields dated October 26, 1998 and recorded in Deed Book 1625 at Page 445 and the Amended and Restated Declaration for Salem Fields dated August 6, 1999 and recorded in Deed Book 1727 at Page 610 ("Declaration") among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

RETURN TO:
HAZEL LAM
10700 SPOTSWYLVANIA AVE
FREDERICKSBURG, VA 22401

R-3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

R-4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this

Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets, and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration:

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No

82137P851

amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

02137P852

Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

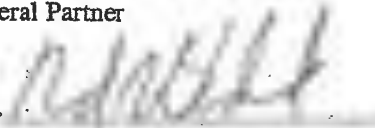
Section 5.5. Easement. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, h wever, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES

32137P853

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership
By: Salem, Inc., a Virginia corporation,
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on March 18, 2002.

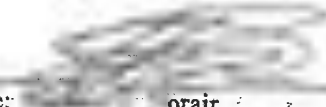

Notary Public

[SEAL]

My commission expires: 0-3-02

B 2137P85-4

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non stock corporation

By: 
Name: Stephen G. Norair
Title: President

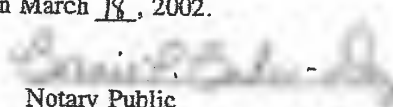
COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on March 18, 2002.


Notary Public

[SEAL]

My commission expires: 0- - -

B 2 1 3 7 P. 8 5 5

EXHIBIT A

Lots Two Hundred Fifty-nine (259) through Two Hundred Ninety-one (291), both inclusive, and Parcel 9G, The Glen, Section 9G, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 2135 at Page 678, (Plat File 8, Pages 506-508) among the land records of Spotsylvania County, Virginia.

02137P856

EXHIBIT B

[Description of the Common Area]

Parcel 9G, The Glen, Section 9G, SALEM FIELDS, as the same appears duly platted, subdivided and recorded in Deed Book 2135 at Page 678 (Plat File 8, Pages 506-508), among the land records of Spotsylvania County, Virginia.

REC'D

Virginia, Spotsylvania County, to wit:
In the _____th County and State aforesaid the 20 day of _____, 2002 at 10:05 o'clock A.M., the foregoing writing was presented and admitted to record, together with the annexed certificate of acknowledgment.
The tax imposed by Section 58.1-802 in the amount of \$ _____ has been paid.

Teste: [Signature], Clerk

REC'D
MAR 20 10 51 AM '02

B 1 6 2 5 5 1 8

EXHIBIT A
SUBMITTED LAND

Lots One (1) through Thirty-two (32), inclusive and Parcels A, B, C, and D, The Glen, Section 9-A, SALEM FIELDS, as the same appear duly dedicated, platted and recorded in Deed book 1614 at Page 456, (Plat File 6, pages 757-762), among the land records of Spotsylvania County, Virginia.

74

02617

B 1 7 8 4 0 5 1

AMENDMENT TO
SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

SECTION 10-A, BROOKFIELD

(Single Family Detached)

THIS AMENDMENT TO SUPPLEMENTARY DECLARATION FOR SALEM FIELDS, Section 10-A, Brookfield, is made as of February 8, 2000, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION INC. ("Association"), a Virginia non stock corporation.

RE ITALS:

1. By Declaration for Salem Fields dated October 30, 1998, recorded in Deed Book 1625 at Page 441, and by Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 ("Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), Declarant submitted certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.
3. By Supplementary Declaration for Salem Fields, Brookfield, Section 10-A, dated

B 1 7 8 4 0 5 2

November 18, 1998, recorded in Deed Book 1638 at Page 770, among the Land Records ("Supplementary Declaration"), Declarant submitted the land described in Exhibit A thereto to the terms of the Declaration.

4. Section 14.1 of the Declaration provides that "...the Declarant may unilaterally, without the joinder of the Association, or any Owner, Mortgagee or Secondary Mortgage Market Agency, amend any provision of this Declaration or any Supplementary Declaration from time to time to: (i) make nonmaterial, clarifying or corrective changes...".

5. In order to reflect the amendments set forth in the Amended and Restated Declaration for Salem Fields, Declarant hereby amends the terms of the Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that Article 4, Sections 4.3 and 4.4 of the Supplementary Declaration are hereby deleted in their entirety.

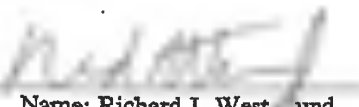
IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES.

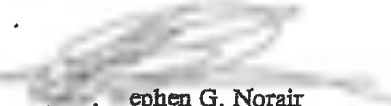
B 1 7 8 4 0 5 3

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

By: Salem, Inc.,
a Virginia corporation
general partner

By: 
Name: Richard J. West and
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non stock corporation

By: 
Stephen G. Norair
Title: President

B1784 054

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of



GIVEN under my hand and seal on this 7th day of February, 2000.

[Signature] [SEAL]
Notary Public

My commission expires: 0-1-02

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.



GIVEN under my hand and seal on this 7th day of February, 2000.

[Signature] [SEAL]
Notary Public

My commission expires: 10-31-02

Virginia, Spotsylvania County, to-wit:
In the County of the County and State aforesaid the 11 day of
February, 2000, at 9:05 o'clock A.M., the foregoing
writing is presented and admitted to record, together with the annexed certificate
of acknowledgement.
The tax assessed by Section 58.54-1 in the amount of \$ _____ has
been

Teste: [Signature], Clerk

RECEIVED
RECORDED & INDEXED

FEB 11 9 05 AM '00

CLERKS OFFICE
CIRCUIT COURT
SPOTSYLVANIA CO., VA.

29238

81638 770

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

BROOKFIELD, SECTION 10-A

(Single Family Detached)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of November 18, 1998 by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a Virginia nonstock corporation.

RE ITALS:

R-1. The Declarant executed the Declaration For Salem Fields ("Declaration") dated October 26, 1998 and recorded in Deed Book 1625 at Page 445 among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

Return to:
Hazel Land Companies
10700 Spotsylvania Ave
Ferryicksburg, Va. 22408

01638 771

R-3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

R-4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

01638 772

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets, and

parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Maximum Assessment for Limited Common Expenses. Until the first day of the fiscal year following recordation of this Supplementary Declaration, the maximum Annual Assessment for Limited Common Expenses against Lots in this Section shall be Two Hundred Fifty Dollars (\$250.00), in addition to any applicable maximum Annual Assessment for Limited Common Expenses stated in the Declaration.

Section 4.4. Limitations on Increases. The maximum Annual Assessment for Limited Common Expenses set forth above and in the Declaration shall be increased annually pursuant to Section 6.2(a)(3) of the Declaration.

Section 4.5. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period;

01638 774

(2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5.4. Term and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

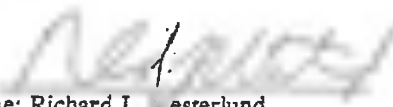
Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES

B 1 6 3 8 7 7 6

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership
By: Salem, Inc., a Virginia corporation,
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on November 18, 1998.


No Public

[SEAL]

My commission expires: May 31, 2002

B 1 6 3 8 7 7 7

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non-stock corporation

B :
N : Stephen G. Norair
Titl : President

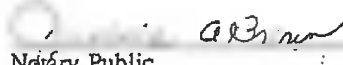
COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on November 18, 1998.

 [SEAL]
Notary Public

My commission expires: 11/18/2000

B 1 6 3 8 7 7 8

EXHIBIT A

Lots One (1) through Thirty-three (33), both inclusive, and Parcel A, Brookfield,
Section 10-A, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in
~~Deed Book~~ 7 at Page 394, among the land records of Spotsylvania County, Virginia.
plat file

C

1638 778A

EXHIBIT B

[Description of the Common Area]

Parcel A, Brookfield, Section 10-A, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed-Book 7 at Page 37-42, among the land records of Spotsylvania County, Virginia. *Plat File*

11/18/98 11:17

Virginia, Spotsylvania County, to-wit:
In the Clerk's Office of the County and State aforesaid the 8 day of Dec, 1998, at 10:05 o'clock AM, the foregoing writing was presented and admitted to record, together with the annexed certificate of acknowledgment.
The tax imposed by Section 58.54-1 in the amount of \$ _____ has been paid.
Teste: _____, Clerk

CLERK'S OFFICE
SPOTSYLVANIA COUNTY
DEC 5 10 05 AM '98

02616

B 1784 047

AMENDMENT TO
SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

SECTION 10-B, BROOKFIELD

(Single Family Detached)

THIS AMENDMENT TO SUPPLEMENTARY DECLARATION FOR SALEM FIELDS, Section 10-B, Brookfield, is made as of February 8, 2000, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION INC. ("Association"), a Virginia non stock corporation,

RECITALS:

1. By Declaration for Salem Fields dated October 30, 1998, recorded in Deed Book 1625 at Page 441, and by Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 ("Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), Declarant submitted certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.
3. By Supplementary Declaration for Salem Fields, Brookfield, Section 10-B, dated

By: Land Companies, Inc.
10700 Spotsylvania Avenue
Fredericksburg, VA 22408

01784 048

February 25, 1999, recorded in Deed Book 1687 at Page 251, among the Land Records ("Supplementary Declaration"), Declarant submitted the land described in Exhibit A thereto to the terms of the Declaration.

4. Section 14.1 of the Declaration provides that "...the Declarant may unilaterally, without the joinder of the Association, or any Owner, Mortgagee or Secondary Mortgage Market Agency, amend any provision of this Declaration or any Supplementary Declaration from time to time to: (i) make nonmaterial, clarifying or corrective changes...".

5. In order to reflect the amendments set forth in the Amended and Restated Declaration for Salem Fields, Declarant hereby amends the terms of the Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that Article 4, Sections 4.3 and 4.4 of the Supplementary Declaration are hereby deleted in their entirety.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES.

01784 050

COMMONWEALTH OF VIRGINIA)
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of partnership.



GIVEN under my hand and seal on this 7th day of February, 2000.

Bonnie P. Baker [SEAL]
Notary Public

My commission expires: 0 - - 0

COMMONWEALTH OF VIRGINIA)
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.



GIVEN under my hand and seal on this 7th day of February, 2000.

Bonnie P. Baker [SEAL]
Notary Public

My commission expires: 10 - 1 - 02

Virginia, Spotsylvania County, to-wit: _____ day of _____
In the Clerk's _____ the County and State aforesaid the _____
writing was presented and admitted to record, together with the annexed certificate
of acknowledgment, at 9:05 o'clock, _____, 2000, the foregoing
The tax imposed by Section 58.54-1 in the amount of \$ _____ has
been paid. _____ has

Taste: *[Signature]*, Clerk

CLERK'S OFFICE
CIRCUIT COURT
SPOTSYLVANIA CO., VA.
FEB 11 9 05 AM '00
RECEIVED - FILED
RECORDED - INDEXED

0069

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

BROOKFIELD, SECTION 10-B

(Single Family Detached)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of February 25, 1999 by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a Virginia nonstock corporation.

RECITALS:

R-1. The Declarant executed the Declaration For Salem Fields ("Declaration") dated October 26, 1998 and recorded in Deed Book 1625 at Page 445 among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

R-3. ~~The Declarant and the Association are the owners in fee simple absolute of a~~
portion of certain real estate described in Exhibit A hereto and constituting a portion of the
Additional Land and the Association has consented to submit such land to the Declaration and
this Supplementary Declaration as evidenced by its signature hereon.

R-4. The Declarant has complied with the provisions of Article 4 of the Declaration
and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this
Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare
on behalf of themselves and their respective successors and assigns that all of the real estate
described in Exhibit A hereto, together with such additions as may hereafter be made thereto
as provided in Article 2 hereof, shall from the date this Supplementary Declaration is
recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges,
restrictions, easements, liens and other provisions of the Declaration as the same may be
amended from time to time in accordance with the provisions for amendment contained
therein, and subject to the covenants, charges, restrictions, easements, liens and other
provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in
the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets, and

~~parking areas located within this Section; (iii) services only benefiting Lots within this~~

Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Maximum Assessment for Limited Common Expenses. Until the first day of the fiscal year following recordation of this Supplementary Declaration, the maximum Annual Assessment for Limited Common Expenses against Lots in this Section shall be Two Hundred Fifty Dollars (\$250.00), in addition to any applicable maximum Annual Assessment for Limited Common Expenses stated in the Declaration.

Section 4.4. Limitations on Increases. The maximum Annual Assessment for Limited Common Expenses set forth above and in the Declaration shall be increased annually pursuant to Section 6.2(a)(3) of the Declaration.

Section 4.5. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period;

(2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant

Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

~~Section 5.3. Severability. Invalidation of any one of the provisions of this~~
Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; ~~rovided, however,~~ that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership
By: Salem, Inc., a Virginia corporation,
General Partner

By: *Richard M. Hazel*
Name: Richard M. Hazel
Title: President

COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard M. Hazel as President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

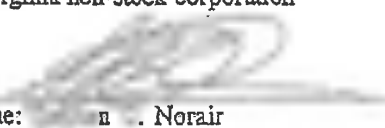
GIVEN under my hand and seal on February 25, 1999.

Richard M. Hazel [SEAL]
Notary Public

My commission expires: *6/30/00*

01687 258

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non-stock corporation

By: 
Name: Stephen G. Norair
Title: resident

COMMONWEALTH OF VIRGINIA


) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on February 25, 1999.

 [SEAL]
Notary Public

My commission expires: 

01687 259

EXHIBIT A

Lots Thirty-four (34) through Sixty-two (62), both inclusive, and Parcel B, Brookfield, Section 10-B, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 1687 at Page 235, among the land records of Spotsylvania County, Virginia.

01687 250

EXHIBIT B

[Description of the Common Area]

Parcel B, Brookfield, Section 10-B, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 1687 at Page 235, among the land records of Spotsylvania County, Virginia.

2/24/99 09:26

Virginia, Spotsylvania County, to-wit:
In the Clerk's Office of the County and State aforesaid the 2 day of April, 1999, at 10:14 o'clock AM, the foregoing writing was presented and admitted to record, together with the annexed certificate of acknowledgment.
The tax imposed by Section 58.54-1 in the amount of \$ _____ has been paid

Teste: _____, Clerk

CLERK'S OFFICE
SPOTSYLVANIA COUNTY
VA.
APR 21 10 24 AM '99
RECORDED

02615

B 1 7 8 4 0 4 3

AMENDMENT TO
SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

SECTION 10-C, BROOKFIELD

(Single Family Detached)

THIS AMENDMENT TO SUPPLEMENTARY DECLARATION FOR SALEM FIELDS, Section 10-C, Brookfield, is made as of February 8, 2000, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION IN . ("Association"), a Virginia non stock corporation.

RECITALS:

1. By Declaration for Salem Fields dated October 30, 1998, recorded in Deed Book 1625 at Page 441, and by Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 ("Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), Declarant submitted certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.
3. By Supplementary Declaration for Salem Fields, Brookfield, Section 10-C, dated

B 1 7 8 4 0 4 4

August 13, 1999, recorded in Deed Book 1729 at Page 627, among the Land Records ("Supplementary Declaration"), Declarant submitted the land described in Exhibit A thereto to the terms of the Declaration.

4. Section 14.1 of the Declaration provides that "...the Declarant may unilaterally, without the joinder of the Association, or any Owner, Mortgagee or Secondary Mortgage Market Agency, amend any provision of this Declaration or any Supplementary Declaration from time to time to: (i) make nonmaterial, clarifying or corrective changes...".

5. In order to reflect the amendments set forth in the Amended and Restated Declaration for Salem Fields, Declarant hereby amends the terms of the Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that Article 4, Sections 4.3 and 4.4 of the Supplementary Declaration are hereby deleted in their entirety.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

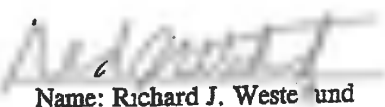
PLEASE SEE ATTACHED PAGES FOR SIGNATURES.

B 1 7 8 4 0 4 5

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

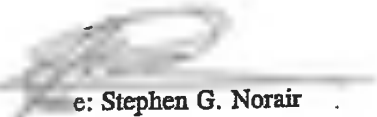
By: Salem, Inc.,
a Virginia corporation
general partner

By:


Name: Richard J. Weste und
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non stock corporation

By:


e: Stephen G. Norair
Title: President

01784 046

COMMONWEALTH OF VIRGINIA)
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of partnership.

GIVEN under my hand and seal on this 7th day of February, 2000.

Ernie P. Baker, Esq. [SEAL]
Notary Public

My commission expires: 10-31-02



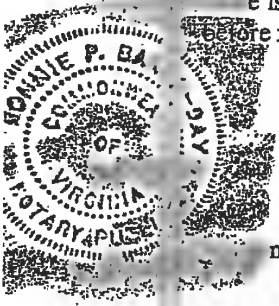
COMMONWEALTH OF VIRGINIA)
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on this 7th day of February, 2000.

Ernie P. Baker, Esq. [SEAL]
Notary Public

My commission expires: 10-31-02



RECEIVED - FILED
RECORDED - INDEXED
FEB 11 9 04 AM '00
CLERKS OFFICE
CIRCUIT COURT
SPOTSYLVANIA CO., VA.

Virginia Spotsylvania County, to-wit:
In the presence of _____ of the County and State aforesaid the _____ day of _____, 2000, at _____, the foregoing writing as presented and admitted to record, together with the annexed certificate of acknowledgment.
The amount imposed by Section 58.54-1 in the amount of \$ _____ has been paid.

Teste: *[Signature]*

20907

001295627

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

BROOKFIELD, SECTION 10-C

(Single Family Detached)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of August 13, 1999 by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a Virginia nonstock corporation.

RECITALS:

R-1. The Declarant executed the Declaration For Salem Fields ("Declaration") dated October 26, 1998 and recorded in Deed Book 1625 at Page 445 among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

10700 Spotsylvania Ave.
Fredericksburg, Va. 22408

007202628

R-3 . The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

R-4 . The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

017293629

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section;

07729630

(ii) management and Upkeep and the reservation of reserves for Upkeep of private streets, and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Maximum Assessment for Limited Common Expenses. Until the first day of the fiscal year following recordation of this Supplementary Declaration, the maximum Annual Assessment for Limited Common Expenses against Lots in this Section shall be Two Hundred Fifty Dollars (\$250.00), in addition to any applicable maximum Annual Assessment for Limited Common Expenses stated in the Declaration.

Section 4.4. Limitations on Increases. The maximum Annual Assessment for Limited Common Expenses set forth above and in the Declaration shall be increased annually pursuant to Section 6.2(a)(3) of the Declaration.

Section 4.5. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an

117302631

instrument signed or ratified by: (1) the Declarant, during the Development Period;

(2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the

807883632

provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.


Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES

807292633

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership
By: Salem, Inc., a Virginia corporation,
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on August 13, 1999,

 [SEAL]
No Public

My commission expires: May 2, 2001

007204034

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non-stock corporation

By: 
N
T esident

COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do here by certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on August 13, 1999.

 [SEAL]
N Public

My commission expires: May 12 2000

01729-635

EXHIBIT A

Lots Sixty-three (63) through Ninety-one (91), both inclusive, and Parcel C, Brookfield, Section 10-C, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 1729 at Page 611, (Plat File 7, Pages 367-368) among the land records of Spotsylvania County, Virginia.

B# 729 636

EXHIBIT B

[Description of the Common Area]

Parcel C, Brookfield, Section 10-C, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 1729 at Page 611, (Plat File 7, Pages 347-368) among the land records of Spotsylvania County, Virginia.

8/13/99 00:25

Virginia, Spotsylvania County, to-wit:
In the Clerk's Office of the County and State aforesaid the 1 day of August, 1999, at 10:23 o'clock AM, the foregoing writin was presented and admitted to record, together with the annexed certificate of acknowledgment.
The tax imposed by Section 58.54-1 in the amount of \$ has been paid

Teste: [Signature], Clerk

RECORDED & INDEXED

AUG 16 10 23 AM '99

CLERK'S OFFICE
CIRCUIT COURT
SPOTSYLVANIA CO., VA.

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

BROOKFIELD, SECTION 10-D

(Single Family Detached)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of February 8, 2000 by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a Virginia nonstock corporation.

RECITALS:

R-1. The Declarant recorded the Declaration For Salem Fields dated October 26, 1998 and recorded in Deed Book 1625 at Page 445 and the Amended and Restated Declaration for Salem Fields dated August 6, 1999 and recorded in Deed Book 1727 at Page 610 ("Declaration") among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

01784 044

August 13, 1999, recorded in Deed Book 1729 at Page 627, among the Land Records ("Supplementary Declaration"), Declarant submitted the land described in Exhibit A there to the terms of the Declaration.

4. Section 14.1 of the Declaration provides that "...the Declarant may unilaterally, without the joinder of the Association, or any Owner, Mortgagee or Secondary Mortgage Market Agency, amend any provision of this Declaration or any Supplementary Declaration from time to time to: (i) make nonmaterial, clarifying or corrective changes...".

5. In order to reflect the amendments set forth in the Amended and Restated Declaration for Salem Fields, Declarant hereby amends the terms of the Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that Article 4, Sections 4.3 and 4.4 of the Supplementary Declaration are hereby deleted in their entirety.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

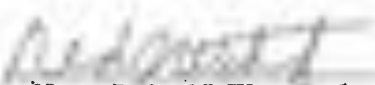
PLEASE SEE ATTACHED PAGES FOR SIGNATURES.

D 1784 045

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership


By: Salem, Inc.,
a Virginia corporation
general partner

By:


Name: Richard J. Weste und
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non stock corporation

By:


e: Stephen G. Norair
Title: President

E 1784 046

COMMONWEALTH OF VIRGINIA)
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of partnership.



GIVEN under my hand and seal on this 7th day of February, 2000.

Ronnie P. Baskin [SEAL]
Notary Public

commission expires: 10-31-00

COMMONWEALTH OF VIRGINIA)
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.



GIVEN under my hand and seal on this 7th day of February, 2000.

Ronnie P. Baskin [SEAL]
Notary Public

commission expires: 10-31-00

CLERK'S OFFICE
CIRCUIT COURT
SPOTSYLVANIA CO., VA.
FEB 11 9 04 AM '00
RECEIVED
RECORDED
INDEXED

Virginia Spotsylvania County, to-wit: _____ day of _____
in the _____ of the County and State aforesaid the _____
_____ 2000, at 9:09 o'clock _____ the foregoing
_____ as presented and admitted to record, together with the annexed certificate of
of _____ edgement.
The _____ imposed by Section 58.54-1 in the amount of \$ _____
been _____

Teste: *[Signature]*

EXHIBIT A

Lots One Hundred Sixty-eight (168) through One hundred Ninety-three (193), both inclusive, and Parcels A, B and C, Brookfield, Section 10-D, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 1775 at Page 820, (Plat File 7, Pages 549- 551) among the land records of Spotsylvania County, Virginia.

EXHIBIT B

[Description of the Common Area]

Parcels A, B and C, Brookfield, Section 10-D, SALEM FIELDS, as the same are duly platted, subdivided and recorded in Deed Book 1775 at Page 820, (Plat File 7, Pages 549 - 551) among the land records of Spotsylvania County, Virginia.

2/ 9/ 0 00:04

13627

81027 631

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

BROOKFIELD, SECTION 10-E

(Single Family Detached)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of April 11, 2000 by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a Virginia nonstock corporation.

RECITALS:

R-1. The Declarant recorded the Declaration For Salem Fields dated October 26, 1998 and recorded in Deed Book 1625 at Page 445 and the Amended and Restated Declaration for Salem Fields dated August 6, 1999 and recorded in Deed Book 1727 at Page 610 ("Declaration") among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

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R-3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

R-4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

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ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep

of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets, and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any

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amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.


Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES

1827 637

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership
By: Salem, Inc., a Virginia corporation,
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

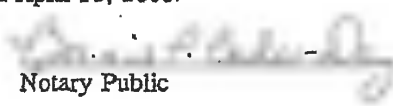
COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on April 11, 2000.

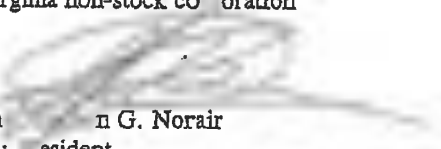

Notary Public

[SEAL]

My commission expires: 10-31-02

1827 638

SALEM FIELDS COMMUNITY ASSOCIATION,
a Virginia non-stock corporation

By: 
Name: Stephen G. Norair
Title: President

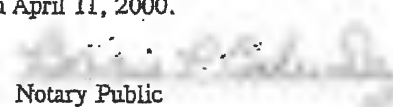
COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on April 11, 2000.


Notary Public

[SEAL]

My commission expires: 0-1-02

1827 639

EXHIBIT A

Lots One Hundred Ninety-four (194) through Two Hundred Twenty-eight, both inclusive, and Parcel G, Brookfield, Section 10-E, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 1827 at Page 616, (Plat File 7, Pages 736 - 738) among the land records of Spotsylvania County, Virginia.

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EXHIBIT B

[Description of the Common Area]

Parcel G, Brookfield, Section 10-E, SALEM FIELDS, as the same appears duly
platted, subdivided and recorded in Deed Book 1727 at Page 616, (Plat File 7,
Pages 736 - 738) among the land records of Spotsylvania County, Virginia.

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Witnessed in Spotsylvania County, to-wit:
In the Clerk's office of the County and State aforesaid the _____ day of
_____, 2000, at 10:12 o'clock _____ M., the foregoing
_____ was present, and admitted to record, together with the annexed certificate
of acknowledgement.
The tax imposed by Section 59.54-1 in the amount of \$ _____ has
been paid.

Teste: _____, Clerk
Paul M. Metzger

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SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

Section 10-F, STONEFIELD

(Single Family Detached Villas)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of March ~~10~~, 2000, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION, INC., ("Association"), a Virginia non stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 30, 1998, and recorded in Deed Book 1625 at Page 441, and the Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 (collectively the "Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth (15th) anniversary of the date of recordation of the Declaration or the fifth (5th) anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

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3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land, and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

4. Section 7.1(d) of the Declaration provides that to the extent determined to be reasonably necessary or desirable by the Board of Directors, the Association may provide services to the Owners as a Common Expense or a Limited Common Expense, as appropriate.

5. In order to reflect the different characteristics of certain Lots within Section 2-B, Salem Fields, which characteristics are consistent with the overall scheme of the Declaration, it is the desire and intent of the Declarant and the Association to provide for the Upkeep of certain improvements located on such Lots as a service to the Owners of such Lots and to allocate the cost of such Upkeep to the Owners of such Lots as a Limited Common Expense.

6. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the

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covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

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ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features, and other improvements located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

ARTICLE 4

UPKEEP OF LOTS

The Association shall be responsible for the Upkeep of all landscaping on the Lots including grass cutting, lawn maintenance, replanting, removal of trash and debris and such other maintenance as the Board of Directors determines appropriate. The cost of such Upkeep shall be charged to the Owners of the Lots as a Limited Common Expense. Upkeep of all other improvements located on the Lot shall be the responsibility of the Owners of the Lots.

ARTICLE 5

LIMITED COMMON EXPENSE ASSESSMENTS

Section 5.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of

reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2 (a)(2) of the Declaration.

Section 5.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 5.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 6

GENERAL PROVISIONS

Section 6.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes appurtenant to Lots in this Section (including the Declarant), and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this

Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 6.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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Section 6.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 6.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

Section 6.6. Garages. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.


IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGE FOR SIGNATURES.

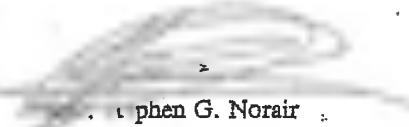
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SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

By: Salem, Inc.
a Virginia corporation
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION, INC.
a Virginia non stock corporation

By: 
Name: Stephen G. Norair
Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on March 10, 2000.

[Signature] SEAL]
Notary Public

My commission expires: 10-31-02

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on March 10, 2000.

[Signature]
otary Public

My commission expires: 10-31-02

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EXHIBIT A
(Submitted Land)

Lots One Hundred Nineteen (119) through One Hundred Thirty-two (132), both inclusive, and Parcel E, Stonefield Section 10-F, Salem Fields, as the same appear duly platted, subdivided and recorded in Deed Book 1720 at Page 228, (Plat File 7, Pages 343-347) among the land records of Spotsylvania County, Virginia.

Lots Ninety-two "R" (92-R) through One Hundred Eighteen "R" (118-R), both inclusive, and Parcels D-R and F-R, Stonefield Section 10-F, Salem Fields, as the same appear duly platted, subdivided and recorded in Deed Book 1786 at Page 627, (Plat File 7, Pages 613-617) among the land records of Spotsylvania County, Virginia.

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SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

Section 10-G, STONEFIELD

(Single Family Detached Villas)

TM# 22T-A

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of February 22, 2002, by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION, INC., ("Association"), a Virginia non stock corporation.

RECITALS:

1. The Declarant executed the Declaration for Salem Fields dated October 30, 1998, and recorded in Deed Book 1625 at Page 441, and the Amended and Restated Declaration for Salem Fields dated August 6, 1999, recorded in Deed Book 1727 at Page 610 (collectively the "Declaration"), among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.
2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth (15th) anniversary of the date of recordation of the Declaration or the fifth (5th) anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

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AND COMPANIES,
HAZ. SPOTSYLVANIA AVE.
107- RICHMOND, VA 23408
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3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land, and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

4. Section 7.1(d) of the Declaration provides that to the extent determined to be reasonably necessary or desirable by the Board of Directors, the Association may provide services to the Owners as a Common Expense or a Limited Common Expense, as appropriate.

5. In order to reflect the different characteristics of certain Lots within Section 10-G, Salem Fields, which characteristics are consistent with the overall scheme of the Declaration, it is the desire and intent of the Declarant and the Association to provide for the Upkeep of certain improvements located on such Lots as a service to the Owners of such Lots and to allocate the cost of such Upkeep to the Owners of such Lots as a Limited Common Expense.

6. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the

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covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

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ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area and the parking areas, entry features, and other improvements located on the land described in Exhibit B are hereby designated as Limited Common Area to serve the Lots in this Section effective upon conveyance to the Association.

ARTICLE 4

UPKEEP OF LOTS

The Association shall be responsible for the Upkeep of all landscaping on the Lots including grass cutting, lawn maintenance, replanting, removal of trash and debris and such other maintenance as the Board of Directors determines appropriate. The cost of such Upkeep shall be charged to the Owners of the Lots as a Limited Common Expense. Upkeep of all other improvements located on the Lot shall be the responsibility of the Owners of the Lots.

ARTICLE 5

LIMITED COMMON EXPENSE ASSESSMENTS

Section 5.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of

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reserves for Upkeep of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 5.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 5.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 6

GENERAL PROVISIONS

Section 6.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes appurtenant to Lots in this Section (including the Declarant), and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this

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Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 6.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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Section 6.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

Section 6.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; rovided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

Section 6.6. Garages. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the Covenants Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's consent.

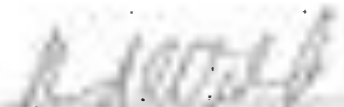
IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGE FOR SIGNATURES.

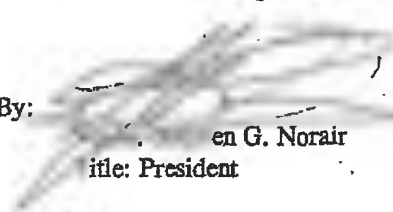
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SALEM LIMITED PARTNERSHIP
a Virginia limited partnership

By: Salem, Inc.
a Virginia corporation
General Partner

By: 
Name: Richard Weslund
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION, INC.
a Virginia non stock corporation

By: 
Ben G. Norair
Title: President

B 2 1 2 2 P 6 4 1

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund, as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on Feb. 22, 2002.

Bernie P. Calver [SEAL]
Notary Public

My commission expires: 10-31-02

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on Feb. 22, 2002.

Bernie P. Calver [SEAL]
Notary Public

My commission expires: 10-31-02

B 2 1 2 2 P 6 4 2

EXHIBIT A

[Submitted Land]

Lots One Hundred Thirty-three (133) through One Hundred Sixty-five (165), both inclusive, and Parcels K and L, Stonefield, Section 10-G, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 2120 at Page 240, (Plat File 8, Pages 484-485) among the land records of Spotsylvania County, Virginia.

B 2 1 2 2 P 6 4 3

EXHIBIT B

[Description of the Common Area]

Parcels K and L, Stonefield, Section 10-G, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 2120 at Page 240 (Plat File 8, Pages 484-485) among the land records of Spotsylvania County, Virginia.

Parcel A-2, Stonefield, Section 2-A, SALEM FIELDS, as the same appears duly platted, subdivided and recorded in Deed Book 1741 at Page 125 (Plat File 7, Pages 426-427), among the land records of Spotsylvania County, Virginia.

Parcel D, Stonefield, Section 2-C, SALEM FIELDS, as the same appears duly platted, subdivided and recorded in Deed Book 1870 at Page 164 (Plat File 8, Pages 35-37), among the land records of Spotsylvania County, Virginia.

Virginia, Spotsylvania County, to wit:
In the Clerk's Office of the County and State aforesaid the 25 day of February, 2002, at 2:34 o'clock P. M., the foregoing writing was presented and admitted to record, together with the annexed certificate of acknowledgment.
The tax imposed by Section 58.1-802 in the amount of \$ has been paid.

Teste:  Clerk

REC'D

004060

B 2 1 1 4 P 7 2 3
SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

BROOKFIELD, SECTION 10-H

(Single Family Detached)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of February 11, 2002 by SALEM LIMITED PARTNERSHIP ("Declarant"), a Virginia limited partnership and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a Virginia non stock corporation.

RECITALS:

R-1. The Declarant recorded the Declaration for Salem Fields dated October 26, 1998 and recorded in Deed Book 1625 at Page 445 and the Amended and Restated Declaration for Salem Fields dated August 6, 1999 and recorded in Deed Book 1727 at Page 610 ("Declaration") among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

TM# 22T-A

RETY:
NAZI
10700
FREDERICKSBURG, VA 22408

B 2 1 1 4 P 7 2 4

R-3. The Declarant and the Association are the owners in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land and the Association has consented to submit such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

R-4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

B 2 1 1 4 P 7 2 5

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep

B 2 1 1 4 P 7 2 6

of any Common Area designated as Limited Common Area for the benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets, and parking areas located within this Section; (iii) services only benefitting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. Basis of Assessment. The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. Method of Assessment. The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Amendment Termination. Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any

B 2 1 1 4 P 7 2 7

amendment which conflicts with the provisions of the Declaration shall be void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. Enforcement. The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. Severability. Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

B 2 1 1 4 P 7 2 8

Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.


Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; provided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES

B 2 1 1 4 P 7 2 9

SALEM LIMITED PARTNERSHIP
a Virginia limited partnership
By: Salem, Inc., a Virginia corporation,
General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

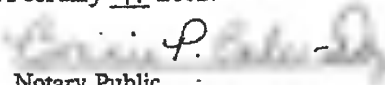
COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

GIVEN under my hand and seal on February 11 2002.

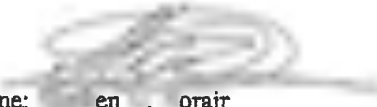

Notary Public

SEAL]

My commission expires: 0-11-02

B2114P730

SALEM FIELDS COMMUNITY ASSOCIATION
a Virginia non stock corporation

By: 
Name: Stephen G. Norair
Title: President

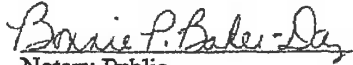
COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Stephen G. Norair, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on February 11, 2002.

 [SEAL]
Notary Public

My commission expires: 02-11-02

B 2 1 1 4 P 7 3 1

EXHIBIT A

Lots Two Hundred Twenty-nine (229) through Two Hundred Eighty-seven (287), both inclusive, and Parcels H, I, and J, Brookfield, Section 10-H, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 2104 at Page 763, (Plat File 8, Pages 448 - 450) among the land records of Spotsylvania County, Virginia.

B 2 1 1 4 P 7 3 2

EXHIBIT B

[Description of the Common Area]

Parcels H, I, and J, Brookfield, Section 10-H, SALEM FIELDS, as the same appear duly platted, subdivided and recorded in Deed Book 2104 at Page 763, (Plat File 8, Pages 448 - 450) among the land records of Spotsylvania County, Virginia.

Virginia, Spotsylvania County, to wit:
In the Clerk's Office of the County and State of _____ the 11 day of _____
2002, at 12:00 P.M., the foregoing _____
writing was presented and admitted to record, _____
certificate of acknowledgment, _____
The tax imposed by Section 58.1-802 in the amount of \$ _____
has been paid.

Teste: _____

_____, Clerk

FEB 11 12 01 PM '02

Tax Map# 22-A-81

SUPPLEMENTARY DECLARATION
FOR
SALEM FIELDS

THE MEADOWS, SECTION 11

(Single Family Detached)

THIS SUPPLEMENTARY DECLARATION FOR SALEM FIELDS is made as of December 5, 2003, by SALEM LIMITED PARTNERSHIP, a Virginia limited partnership ("Declarant"), LEE'S HILL CONSTRUCTION, LLC, a Virginia limited liability company ("Lee's Hill"), and SALEM FIELDS COMMUNITY ASSOCIATION ("Association"), a Virginia non stock corporation.

RECITALS:

R-1. The Declarant recorded the Declaration for Salem Fields dated October 26, 1998 and recorded in Deed Book 1625 at Page 445 and the Amended and Restated Declaration for Salem Fields dated August 6, 1999 and recorded in Deed Book 1727 at Page 610 ("Declaration") among the land records of Spotsylvania County, Virginia ("Land Records"), submitting certain real estate as further described in the Declaration to the covenants, charges, restrictions, easements and liens contained in the Declaration.

R-2. Section 4.1 of the Declaration reserves to the Declarant the unilateral right to sign and record Supplementary Declarations submitting certain land, designated as Additional Land and described in Exhibit B thereto, to the Declaration and the jurisdiction of the Association until the fifteenth anniversary of the date of recordation of the Declaration or the fifth anniversary of the recordation of the most recently recorded Supplementary Declaration adding Additional land.

Return to:
Hazel Land Companies, Inc.
10300 Spotsylvania Avenue, Ste. 101
Fredericksburg, VA 22408

R-3. Lee's Hill is the Owner in fee simple absolute of a portion of certain real estate described in Exhibit A hereto and constituting a portion of the Additional Land, by Deed recorded in Deed Book 2182 at Page 205 among the land records of Spotsylvania County, Virginia, and the Association has consented to the submission of such land to the Declaration and this Supplementary Declaration as evidenced by its signature hereon.

R-4. The Declarant has complied with the provisions of Article 4 of the Declaration and wishes to submit the real estate described in Exhibit A hereto to the Declaration and this Supplementary Declaration.

NOW, THEREFORE, the Declarant, Lee's Hill and the Association hereby covenant and declare on behalf of themselves and their respective successors and assigns that all of the real estate described in Exhibit A hereto, together with such additions as may hereafter be made thereto as provided in Article 2 hereof, shall from the date this Supplementary Declaration is recorded, be held, conveyed, acquired and encumbered subject to the covenants, charges, restrictions, easements, liens and other provisions of the Declaration as the same may be amended from time to time in accordance with the provisions for amendment contained therein, and subject to the covenants, charges, restrictions, easements, liens and other provisions set forth herein.

ARTICLE 1

SECTION DESIGNATION

The land described on Exhibit A hereto shall be known by the designation set forth in the title hereof.

ARTICLE 2

ADDITIONAL LAND

All or any part of the land designated as Additional Land in Exhibit B to the Declaration may be added to this Section and submitted to the Declaration and this Supplementary Declaration, without the consent of the Association, the Owners (except for the owner of the real estate being submitted to this Supplementary Declaration), or the Mortgagees for so long as the Declarant retains the right to add Additional Land pursuant to Section 4.1 of the Declaration. The Declarant may submit such real estate by recording an amendment to this Supplementary Declaration or recording a separate Supplementary Declaration signed by the Declarant which designates such Additional Land as part of this Section.

ARTICLE 3

COMMON AREA

The real estate described in Exhibit B hereto will be Common Area effective upon conveyance to the Association.

ARTICLE 4

LIMITED COMMON EXPENSE ASSESSMENTS

Section 4.1. Purpose. Assessments for Limited Common Expenses made against the Lots in this Section shall be used for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the Owners of Lots within the Section. Such services may include: (i) management and Upkeep and reservation of reserves for Upkeep of any Common Area designated as Limited Common Area for the

benefit of Lots in this Section; (ii) management and Upkeep and the reservation of reserves for Upkeep of private streets, and parking areas located within this Section; (iii) services only benefiting Lots within this Section; or (iv) any purpose consistent with Subsection 6.2(a)(2) of the Declaration.

Section 4.2. **Basis of Assessment.** The basis for assessment shall be as set forth in Section 6.2(a)(2) of the Declaration.

Section 4.3. **Method of Assessment.** The Lots which are part of this Section shall be assessed in accordance with this Article and Article 6 of the Declaration.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. **Amendment Termination.** Subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof and Article 3 hereof and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, the provisions of this Supplementary Declaration may be amended only by an instrument signed or ratified by: (1) the Declarant, during the Development Period; (2) Owners entitled to cast at least sixty-seven percent of the total number of votes appurtenant to Lots in this Section (including the Declarant); and (3) an Officer of the Association as authorized by the Board of Directors. All amendments shall be made in accordance with the provisions of Section 14.4 of the Declaration by obtaining the approval of Owners of Lots in this Section and Mortgagees holding Mortgages on Lots in this Section, if necessary. Any amendment which conflicts with the provisions of the Declaration shall be

void. No amendment shall have the effect of terminating the Supplementary Declaration or withdrawing the real estate described on Exhibit A hereto from the Supplementary Declaration or Declaration, except in accordance with the provisions for termination or withdrawal in the Declaration. An amendment or termination shall not be effective until recorded among the Land Records. During the Declarant Control Period and subject to the Declarant's right to add Additional Land to this Section pursuant to Article 2 hereof, and to unilaterally amend a Supplementary Declaration in accordance with Section 14.1 of the Declaration, amendment or termination of this Supplementary Declaration requires the approval of the Department of Veterans Affairs, if a Mortgage on a Lot in this Section is guaranteed by the Department of Veterans Affairs, and the approval of the Federal Housing Administration, if a Mortgage on a Lot in this Section is insured by the Federal Housing Administration.

Section 5.2. **Enforcement.** The Association, the Declarant or any Owner or Mortgagee of Lots in this Section shall have the right, by any proceeding at law or in equity, to enforce all covenants, charges, restrictions, easements and liens now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.3. **Severability.** Invalidation of any one of the provisions of this Supplementary Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5.4. Terms and Definitions. The terms used herein shall have the same meanings and definitions as set forth in the Declaration, except as otherwise specifically stated.

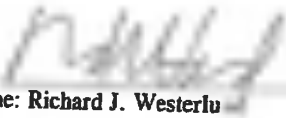
Section 5.5. Easements. Each Owner of a Lot subject to this Supplementary Declaration hereby agrees, on behalf of themselves and their respect successors and assigns, that the Association, acting through its Board of Directors without further Owner or Mortgagee approval, is authorized on behalf of each Owner to relocate or to modify easements over and across Common Area granted to the Owners or to the benefit of Owners of Lots in this Section in deeds of subdivision or otherwise, heretofore or hereafter, and as approved by Spotsylvania County, Virginia; rovided, however, that each Owner retains (in a location determined by the Board of Directors) a right of access to such Owner's Lot for vehicular and pedestrian ingress and egress and for utility services.

IN WITNESS WHEREOF, the undersigned have caused this Supplementary Declaration to be executed pursuant to due and proper authority as of the date first set forth above.

PLEASE SEE ATTACHED PAGES FOR SIGNATURES

SALEM LIMITED PARTNERSHIP

By: Salem, Inc.
Its General Partner

By: 
Name: Richard J. Westerlund
Title: Vice President

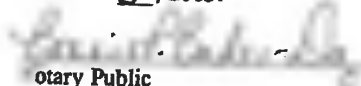
COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA


I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund as Vice President of Salem, Inc., General Partner of Salem Limited Partnership, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the limited partnership.

GIVEN under my hand and seal on December 5, 2003.

 [SEAL]
Notary Public

My commission expires: 0-1-06

LEE'S HILL CONSTRUCTION, LLC
a Virginia limited liability company

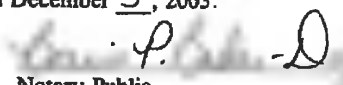
By: 
Name: Richard J. Westerlund
Title: Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA

) ss:

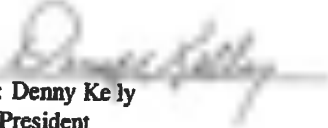
I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard J. Westerlund as Manager of Lee's Hill Construction, LLC, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the limited liability company

GIVEN under my hand and seal on December 5, 2003.

 [SEAL]
Notary Public

My commission expires: 10-31-06

SALEM FIELDS COMMUNITY ASSOCIATION
a Virginia non stock corporation

By: 
Name: Denny Kelly
Title: President

COMMONWEALTH OF VIRGINIA

) ss:

COUNTY OF SPOTSYLVANIA

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Denny Kelly, as President of Salem Fields Community Association, whose name is signed to the foregoing Supplementary Declaration, has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the corporation.

GIVEN under my hand and seal on December 5, 2003.


Notary Public

SEAL]

My commission expires: 10-1-06

EXHIBIT A

Lots One (1) through Thirty-two (32), both inclusive, The Meadows, Section 11, SALEM FIELDS, as the same appears duly platted, subdivided and recorded at Deed Book 2172, Page 799 (Plat File 8, Pages 579-582), among the land records of Spotsylvania County, Virginia.

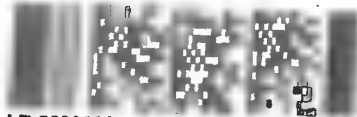
EXHIBIT B

Common Area

At the time of this Supplementary Declaration, The Meadows, Section 11, SALEM
FIELDS, contains no common area.

Instrument Control Number

[Empty box for Instrument Control Number]



LR 200300051248 12/05/2003 12:15 PM

Recorded in the Clerk's Office of the
SPOTSYLVANIA COUNTY, Virginia Circuit Court

Teste: [Signature] Clerk Paul M. Metzger

Commonwealth of Virginia Land Record Instruments Cover Sheet - Form A

[ILS VLR Cover Sheet Agent 1.0.63]

T
A
X

Date of Instrument: [12/4/2003]
Instrument Type: [DEC]

Number of Parcels [1]
Number of Pages [11]

City County [Spotsylvania County] (Box for Deed Stamp Only)

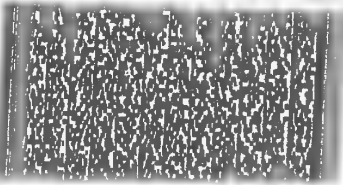
Last Name	First and Second	Third	Middle Name or Initial	Suffix
[Salem Limited Partners]	[]	[]	[]	[]
[Lee's Hill Construction,]	[]	[]	[]	[]

Last Name	First and Second	Third	Middle Name or Initial	Suffix
[Salem Fields Communit]	[]	[]	[]	[]
[]	[]	[]	[]	[]

Grantee Address (Name) [Salem Fields Community Association]
(Address 1) [10300 Spotsylvania Avenue]
(Address 2) [Suite 101]
(City, State, Zip) [Fredericksburg] [VA] [22408]
Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [Spotsylvania County] Percent. in this Juris. [100]
Book [0] Page [0] Instr. No [0]
Parcel Identification No (PIN) [Section 11]
Tax Map Num. (if different than PIN) [22-A-81]
Short Property Description [The Meadows]
[Salem Fields]
Current Property Address (Address 1) []
(Address 2) []
(City, State, Zip) [Fredericksburg] [VA] [22407]

Instrument Prepared By [Salem Limited Partnership]
Recording Paid for By [Hazel Land Companies, Inc.]
Return Recording To (Name) [Stephen G. Norair, Esq.]
(Address 1) [10300 Spotsylvania Avenue]
(Address 2) [Suite 101]
(City, State, Zip) [Fredericksburg] [VA] [22408]
Customer Case ID [Supp Dec] [Sect. 11] [The Meadows]



Salem Fields Community Association

Declaration/CC&Rs



FirstService
RESIDENTIAL

10407

ARTICLES AND DECLARED
 DECLARATION
 FOR
 SALES BY THE
 TITLE OF CONDOMINIUM

Article Number	Section Number	Page Number
GENERAL PROVISIONS		
	1.1	1
	1.2	1
	1.3	1
	1.4	1
COMMON AREA		
	2.1	1
	2.2	1
	2.3	1
RESERVES		
	3.1	1
	3.2	1
	3.3	1
	3.4	1
	3.5	1
	3.6	1
	3.7	1
	3.8	1
	3.9	1
	3.10	1
	3.11	1
	3.12	1
	3.13	1
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	3.89	1
	3.90	1
	3.91	1
	3.92	1
	3.93	1
	3.94	1
	3.95	1
	3.96	1
	3.97	1
	3.98	1
	3.99	1
	4.00	1
DECLARATION OF THE PROJECT		
	5.1	1

Went to
 1000 Lakeside Boulevard
 1000 Lakeside Blvd.
 Birmingham, AL 35202

7.2.	Order by Debert	33
7.3.	Order of repair and replacement	33
7.4.	Order. Alteration or Improvements by the Board of Directors	33
7.5.	Division of liability	33
7.6.	PARKING	33
ASSIGNMENT OF USE OF LOT AND COMMON		
8.0.	WALLS AND FOUNDATIONS	33
8.1.	Basement Walls	33
8.2.	Restrictions on Use	33
8.3.	Units and Repairs	33
8.4.	Division for the DELICATE and Repairs of the DELICATE	33
8.5.	Leases and Use of LOT	33
8.6.	Restrictions and Easements	33
ARCHITECTURAL REVIEW		
9.1.	Overalls Committee	33
9.2.	Architectural Review During the Development	33
9.3.	Review	33
9.4.	Improvements of the Overalls Committee	33
9.5.	Additional Alterations or Improvements by the Board	33
INSURANCE		
10.1.	Authority to Purchase Policy	33
10.2.	Physical Damage Insurance	33
10.3.	Liability Insurance	33
10.4.	Other Insurance	33
10.5.	Insurance on Lots	33
RECONSTRUCTION AND REPAIRS		
11.1.	When Required	33
11.2.	Procedure for Reconstruction and Repair of Common	33
11.3.	Liabilities of Construction Force for Common	33
COMPLIANCE AND DETAILS		
12.1.	Enforcement Provisions	33
12.2.	Law for Assessment	33
12.3.	Substitution and Mortgage Restrictions	33
MORTGAGES		
13.1.	Notice to Board of Directors	33
13.2.	Notice to Mortgagee	33
13.3.	Other Rights of Mortgagee	33
APPENDIX: SUPPLEMENTARY MATTERS		
14.1.	Amended by the DELICATE	33
14.2.	Amended by the Association	33
14.3.	Restrictions to Amendment	33
14.4.	Supplementary Matters and Related Provisions	33
14.5.	CONTRIBUTIONS	33

REPRODUCTION		84
[1.1]	Duration, Termination by the Association	84
[1.1]	Prerequisites	84
[1.1]	Consequence of Crown Area upon termination	84
SALE OF LAND AND TENURE		84
[1.1]	Applicable Law, Exemption	84
[1.1]	Timing	84
[1.1]	Restriction by Type of Order Capacity	84
[1.1]	Identity	84
[1.1]	Legislation	84
[1.1]	Factors and other barriers	84
[1.1]	Right to Contribution Area with Land	84
[1.1]	Technical Group Exemption	84

SHUTTLE AND
ASSOCIATES, Ltd.

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ANNEXED AND REVISED
DECLARATION
FOR
SALON FIELDS

THIS ANNEXED AND REVISED DECLARATION IS MADE AS OF _____
April 4 1994, by SALON LINDSEY EMBERTON, a Virginia
limited partnership ("Declaration"), SALON FIELDS COMMUNITY
ASSOCIATION, a Virginia business corporation ("Association"),

R E C I T A S

1. The Declaration and the Association heretofore the
Declaration for Salon Fields dated October 30, 1991, upon the
land located in Southwestern County, Virginia in deed book 1918
of page 261 ("Original Declaration") and pursuant to Article 10
of the Original Declaration, the Association, with the consent of
the Declarant as the sole Class 3 Deed, and the Builders, desire
to amend and revise the Original Declaration in the entirety of
the land herein.

2. The Declarant, the Association and the Builders own the
land described as "Submitted Land" in the legal description
attached as Exhibit A hereto land with a part thereof by that
reference and the Declarant and the Builders desire to subject
such land to the covenants, restrictions, easements,
servitudes, servitudes, liens and charges, all as more
particularly set forth in this Declaration.

3. The Declarant also wishes to reserve the right to add
the land designated as "Additional Land" in the legal description
attached as Exhibit B hereto land with a part thereof by that
reference, and may hereafter desire to subject all or any por-
tion of that Additional Land to the provisions of this
Declaration, as amended from time to time.

4. The Declarant deems it desirable and in the best
interest of future owners of the land to subject the Submitted
Land to this Declaration to protect the value and the
developability of such land by providing for the development of
such land in accordance with a master plan and for the
maintenance of certain shared facilities.

5. To provide a means for meeting the purposes and intent
of the Declarant and the interests and requirements of the County
as hereinafter defined, the Declarant has created under the
laws of the Commonwealth of Virginia, the Salon Fields Community
Association ("Association"), whose members shall consist of all
owners of land within the Property.

VCM, FORTITUDE, the Declaration, the Bylaws and the Association's history agreement and declare, in behalf of themselves and their respective successors and assigns, that from the date this Declaration is recorded, the land described as Subdivided Land in Exhibit A shall be held, conveyed, acquired and encumbered subject to the terms and conditions herein, all of which shall run with the land including all improvements thereon and then and there to the benefit of all persons (or beneficiaries defined) who may lawfully own or acquire any part, title, estate or interest in or to any of such land, or who may lawfully be deemed to own or acquire any part thereof, subject to the rights of the Government of the Association in and to this Declaration from time to time in accordance with the provisions for amendment set forth herein. The Association accepts the responsibilities and obligations set forth herein.

TABLE OF CONTENTS

ARTICLE I

GENERAL PROVISIONS

Section 1.1. **DEFINITIONS.** Terms used herein without definition shall have the meanings specified for such terms in Articles 1.1-1.14 of the Act. Capitalized terms used herein shall have the meanings specified for such terms unless:

(1) "Act" means the Virginia Historic Preservation Act, Chapter 29 of Title 15 of the Code of Virginia (1960), as amended, supplemented or replaced from time to time.

(2) "Articles of Incorporation" means the Articles of Incorporation for the Association filed with the Virginia State Corporation Commission, as amended from time to time.

(3) "Assessments" means the dues levied against the lots in any Common Expenses as provided in Article 4. Assessments include Special Assessments, Additional Assessments, Individual Assessments, and Special Assessments (Assessments levied pursuant to Section 10-114 of the VCM Act).

(4) "Association" means Salem Field Community Association and, with respect to the rights and obligations of the Association set forth in this Declaration, its successors and assigns.

(5) "Documentation Documents" means collectively the Articles of Incorporation, this Declaration, Supplementary Instruments and the Bylaws, all as amended from time to time. Any exhibit, schedule, certification or amendment to an Association Document is an integral part of that document.

(6) "Board of Directors" or "Board" means the executive and administrative entity established by Article 5 of the Articles of Incorporation as the governing body of the Association.

(7) "Builder" means a person other than the Declarant who is regularly in the business and who purchases land or two or more lots within the Property for the purpose of constructing improvements for resale.

(8) "Bylaws" mean the Bylaws of the Association, as amended from time to time.

(9) "Common Area" means, of any given type, all of the Property that must by the Association and available to the Association for the benefit, use and enjoyment of the Owners.

(a) "Reserved Common Area" means a portion of the Common Area for which the Board of Directors has granted a temporary, revocable license for exclusive use pursuant to Section 5.3.

(b) "Limited Common Area" means a portion of the Common Area which has been designated by the Declarant pursuant to Section 5.3 for the primary or exclusive use specifically designated use, as indicated in the plans of use or more but does not mean all of the lots.

(c) "Common Reserved Area" means, at any given time, any agreement available to the Association for the benefit or use of the Owners.

(10) "Common Expenses" means all expenses incurred by or on behalf of the Association, together with all sums determined by the Board of Directors to be reasonably necessary for the operation and maintenance of reserves pursuant to the provisions of the Association Documents, except when the context clearly requires otherwise, any reference to Common Expenses includes Limited Common Expenses.

"Limited Common Expenses" means all expenses incurred by or on behalf of the Association and Declaration use or more but does not mean all of the Owners and associated expenses the lots owned by the Owners benefited pursuant to Section 5.3(d).

(11) "County" means Shenandoah County, Virginia. All references to approval by the County shall mean approval by the appropriate agency of the County, as determined by the Office of the County Attorney at that time.

(12) "Construction Committee" means one of the committees that may be established pursuant to Article 5 to assure that the Property will be constructed in a manner consistent with the purposes and intent of this Declaration. With respect to initial construction, all references to the Growth Committee shall mean the Initial Construction Committee.

(13) "Declaration" means Sales Limited Partnership, a Virginia Limited Partnership. Following the consummation of its business assigned to another entity all of the rights reserved to the Declarant under the Association Documents.

SECRET

provided in Section 2.1. The term "Declaration" shall mean or include that which follows:

(14) "Declaration Period" means the period of time beginning on the date of incorporation of the Association and ending on the expiration of: (i) the latest of (a) the fifteenth anniversary of the date of incorporation of the Declaration or (b) the date immediately of the date of expiration of the most recent Supplementary Declaration which includes both (1) and (2); however, that once the Declaration Period has expired, the termination of a subsequent Supplementary Declaration shall not terminate the Declaration Period and, further, that if the Declaration is believed to be impractical and development of the property due to a power, nature or existing public conditions or other cause of event beyond the Declarant's control, then the aforesaid period shall be extended for the period of the sale or lease of the distressed period of time as long as the total number of planned buildings permitted to be located on the Subject Land and the Additional Land are initially included or voted by Owners other than the Declarant or a Successor (the foregoing number may be increased or decreased in accordance with any amendments to the Development Plan of approval affecting the number of permitted buildings or if buildings are provided as described Land not originally included in the Declaration which would allow an increased number of permitted buildings or an otherwise provided in Section 2.1 of the Articles of Incorporation. (ii) the date specified in the Declaration as a written notice to the Association that the Declarant Initial Period is to terminate; or (iii) the end of the Development Period.

(15) "Declaration" means this Declaration for Sales Plans made by the Declarant and persons among the Land Owners. The term "Declaration" shall include all amendments thereto and, except where the context clearly requires otherwise, all "Supplementary Declarations", "Supplementary Declarations" and "Declarations". (i) submitting land to the terms of the Declaration and submitting such land to the jurisdiction of the Association, whether or not such Supplementary Declaration contains additional provisions affecting the same including: (a) the land being submitted; or (ii) submitting a portion of the Property to such Supplementary Declaration in accordance with the provisions of Article 2. A Supplementary Declaration may be part of a deed of submission.

(16) "Design Guidelines" means the standards and provisions developed by the Declarant during the Development Period as adopted by the Board of Directors pursuant to Article 2.

(17) "Development Period" means the period of time that the Declarant or Successor are engaged in development or sale of the Property or the Additional Land or activities relating thereto, during which time the Declarant is entitled to exercise certain "Special Declaration Rights" under the Association Documents as described in Article 2. When all the submitted land

is owned by Ontario either that the Declarant is a holder holding Special Development Rights or a holder, all the Additional Land is owned by Ontario other than the Declarant as a holder holding Special Development Rights; and all of the Declarant's debts paid by a governmental agency with respect to the Declarant and the Additional Land have been released, then the Development Plan shall end.

(11) "Development Plan" means the general zoning map or site plan or plans for the Additional Land or the Additional Land as approved by the County and as amended from time to time. "Zoning" means the zoning applicable to the Additional Land or the Additional Land as approved by the County in conjunction with rezoning of the Property, including without limitation the Land Use Control Plan, as amended from time to time. Although the Declarant intends to develop the Additional Land and the Additional Land substantially in accordance with the Development Plan and the Zoning, the Declarant reserves the right to modify the Development Plan subject only to the requirements and procedures of the County.

(12) "Land Agency" means the land agency of Metropolitan Ontario, Ontario.

(13) "Lot" means a portion of the property which is a separate, subdivided lot of land or any other parcel of Additional Land held in separate ownership that lot including any designated or common lots and other by the Association of Lots designated for public street purposes, together with any improvements or beneficial appurtenant interests.

(14) "Meeting Vote" means a simple majority vote (that fifty percent) of the votes entitled to be cast by Ontario present in person or by proxy at a duly held meeting of the Board or other a quorum is present. Any vote of a specified percentage of Ontario means that percentage vote entitled to the holder of votes entitled to be cast by Ontario present in person or by proxy at a duly held meeting of the Board or other a quorum is present. Any vote of a specified percentage of the Board of Directors or committee means that percentage with respect to the number of votes entitled to be cast by directors or committee members present at a duly held meeting of the Board or committee at which a quorum is present. Any vote of or approval of a specified percentage of the Mortgagees means a vote of or approval (whether actual or deemed) by the Mortgagees calculated according to the number of votes allocated to the lots on the basis of the lots in which a Mortgage is held by a Mortgagee.

(15) "Mortgage" means an institutional loan or any other financial or savings bank, savings and loan associations, trust companies, credit unions, commercial loan associations, insurance companies, private funds or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such lender, or any institution of any

of the foregoing sections; which include a first mortgage or first deed of trust ("mortgage") encumbering a lot and which has notified the Board of Directors of its status in writing and provided all rights under the Association's Bylaws subject to Article 12.1. All for the purposes of the notice and cooperation under the Bylaws 11, 14 and 15. The term "Mortgage" shall also include the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Department of Veterans Affairs (VA), the Government National Mortgage Association (GNMA) and any other entity or private secondary mortgage market agency participating in marketing, purchasing, participating in insuring mortgages which has notified the Board of Directors of such participation in writing ("Secondary Mortgage Market Agency"). Where the approval of Mortgage is required, such approval shall: (i) be written approval; (ii) be written notice of approval given; (iii) be given within the objection or (iv) presumptive approval, if a Mortgage does not respond to a notice by certified or registered mail, return receipt requested, within sixty days or such lesser period of time as required by statute, but in no event less than thirty days after the date the request for approval is transmitted in accordance with the notice requirements of Article 12 of the Bylaws and Articles 12.2 and 12.4.

(10) "Officer" means any person holding office pursuant to Article 9 of the Bylaws.

(11) "Owner" means one or more persons who own a lot in fee simple, but does not mean any person having an interest in a lot solely by virtue of a contract or an obligation for an obligation. The term "owner" is also used to mean a member of the Association.

(12) "FHA Act" means the Virginia Property Owners' Association Act, Chapter 24 of Title 66 of the Code of Virginia (1960), as amended, supplemented or replaced from time to time.

(13) "Person" means a natural person, partnership, partnership, association, trust or other entity capable of holding title or the combination thereof.

(14) "Property" means, at any given time, the submitted land, together with all improvements and appurtenances thereto and or hereafter existing.

(15) "Rules and Regulations" means the rules and regulations governing the use, enjoyment, operation, safety and physical appearance of the Property adopted from time to time by the Board of Directors.

(16) "Submitted Land" means the land designated as such in Article 8 and 11 and which is from time to time submitted to the Association.

"Substantial Land" means the land designated as designated in Article 8 as amended from time to time, which the

any of the others. The assessments provided and reservations made herein or in any supplementary Declaration shall not constitute a merger and shall continue to run with the land notwithstanding the common law doctrine of merger and the common ownership of the property at this time by the Declarant. If there is any ambiguity or question as to whether any matter, law or instrument falls within any of the definitions set forth in Article 5, the determination made by the Declarant, as evidenced by a recorded Supplementary Declaration, shall be binding and conclusive.

Section 1.4. The Association.

(a) **Organization.** The Association is a registered corporation organized and existing under the laws of the Commonwealth of Virginia, chartered with the duties and powers set forth in the documents provided to and set forth in the Association Documents.

(b) **Membership.** Members of the Association shall at all times be, and shall be, the Declarant (during the Development Period) and the Owners. It says that one person with a lot, even if such person shall collectively constitute one Owner and be the member of the Association. The Declarant and each such Person is authorized to attend all meetings of the Association. Membership in the Association is mandatory and irrevocable with ownership of a lot.

(c) **Classes of Members, Voting Rights.** The Association shall have the classes of classes members with the voting rights set forth in Article 4 of the Articles of Incorporation and as follows:

The Class A Owners shall be the Owners. Each Class A Owner during the Development Period. A Class A Owner shall have one vote for each lot owned.

The Class B Owners shall be the Declarant. During the Development Period, the Class B Owner shall have 1,000 votes less three votes for each vote held by a Class A Owner other than a builder when a vote is cast. If in the Land Contract in Annex A, Part B is included in the Development Plan is amended to permit a greater number of dwellings and the Declarant obtains valid approval to permit a greater number of dwellings to be constructed than permitted at the time the Declaration is recorded, then the number of votes of the Class B Owner described above shall be increased by three times the number of additional dwellings permitted to be built on any portion of land that was not originally described in Annex A to the Declaration is submitted to the Declarant, then the number of votes of the Class B Owner described above shall be increased by three times the number of dwellings that would be permitted to be built on any lots located on the site of such residential land if such lots were fully developed under the then applicable zoning and subdivision ordinances and subjected to the Declaration.

When the Decedent's interest expires, the Decedent shall have the right to a Class B share and the Decedent shall also become a Class A owner and have Class B rights with respect to the Lots owned by the Decedent. The Class B ownership shall expire at the end of the Development Period.

(d) Board of Directors. The Board of Directors is responsible for the management and control of the Property and the administration of the Association. Unless otherwise specifically provided in the Act or the Association Documents, all rights, powers, duties, obligations and duties of the Association may be performed by the Board of Directors on behalf of the Association.

SECTION 1.8. Mergers or Consolidation. The merger or consolidation of the Association with another entity formed for similar purposes, the Association's properties, rights and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of the other entity may be assumed by the Association, or the surviving corporation. No such merger or consolidation shall affect any restriction, limitation, charge or encumbrance on this Declaration except pursuant to Articles 14 and 15.

ARTICLE 2

COMMON AREA

SECTION 2.1. Unimproved Land. The Decedent shall convey the Common Area in each subdivided portion of the Property to the Association in fee simple, released from any encumbrance existing the moment of voluntary obligation imposed by the Decedent, but subject to all easements and other encumbrances then or hereafter existing there created by this Declaration. Any Common Area or such subdivided portion of the Property shall be conveyed to the Association before the commencement of any lot in such subdivision unless to be owned by the Decedent or a Decedent. The Association shall accept title to any such estate or personal property offered to the Association by the Decedent or as directed by the Decedent. The Decedent shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Area such facilities as the Decedent deems appropriate. The timing and phasing of all such construction shall be subject to the direction of the Decedent. The Decedent will try to expeditiously identify the Common Area, but such identification shall not be required in order for land to be Common Area hereunder. If the Decedent determines that particular land is or is not a Common Area, such determination shall be binding and conclusive. The Common Area may change from time to time in connection with changes in development and other factors not now known. Additionally, references to the Common Area shall be deemed to refer to Common Area at the relevant time.

Section 2.2. Common Areas. The Association, acting through its Board of Directors will file with the appropriate governmental authority, to transfer part of the Common Area for the purpose of allowing use thereof in connection with the common activities and development of the Property as follows: (i) that all such transfer shall not reduce the portion of the Property designated as "open space" below the minimum level of "open space" required in the subdivision by the applicable zoning ordinance at the time of the transfer; (ii) the transfer shall include or cause to be transferred to the Association such land as may be necessary to maintain the amount of Common Area at the level previously existing or the Association shall be otherwise reasonably compensated; (iii) the appropriate governmental authority approve such lot line adjustments; (iv) the boundary line adjustment or re-subdivision is approved by all owners of lots the which the boundaries are being adjusted and each lot previously adjacent to Common Area remains adjacent to Common Area unless the Board of Directors approves otherwise; and (v) the transfer does not materially change the development plan.

Section 2.3. Regulation of Common Area. The Board of Directors shall have the right to regulate use of the Common Area pursuant to Section 8.3 and to exempt lots for the use of Common Area, if appropriate. The Association, acting through its Board of Directors, may also lease, mortgage, dedicate or convey Common Area including limited Common Area, or grant or terminate easements over and through the Common Area subject to the restrictions in Section 8.4. In the event of default upon any mortgage or deed of trust on the Common Area, a lender's rights are limited to taking possession of such Common Area and obtaining reasonable satisfaction and other fees in a condition of continued payment by the owner and, if necessary, allowing use by non-owner. Upon satisfaction of the mortgage or deed of trust, such Common Area shall, as returned to the Association with full restoration of the Owner's rights.

ARTICLE 2

CHAPTER

Section 1.1: Utility and Development Easements

1.1. General Utility Easement. A non-exclusive, perpetual limited easement is hereby granted over and through the Common Area and any lot, except used for easements may be granted which use it will not under a dwelling except to carry such easements for the purpose of: (i) installing, maintaining, repairing, replacing, inspecting, maintaining, repairing or replacing equipment used to provide to any portion of the Property in sufficient and any utilities, including without limitation water, sewer, drainage, gas, electricity, alarm, lighting or telecommunications services, whether public or private.

all conduct and agreed to install, construct, operate, maintain, repair and replace such equipment, and shall have water management and storm water drainage, as necessary or desirable for the orderly development of the Property as defined hereon. Each agreement is hereby granted to any Person providing the aforementioned facilities or installing, constructing, operating, maintaining, reconstructing, repairing or replacing equipment related thereto. Any pipes, conduits, tubes, wires, lines, conduits and any other apparatus necessary for the provision or maintenance of any utility may be installed or relocated only where permitted by the Declaration, when contemplated on any such plan approved by the Association or where approved by resolution of the Board of Directors. Equipment used to provide or restore such utilities or services may be installed where approved if approved by the Declaration during the development period or the Board of Directors thereafter. The Person providing a service or utility and a utility pursuant to this agreement shall install, construct, operate, maintain, reconstruct, repair or replace the equipment used to provide or restore the utility as promptly and expeditiously as possible, and shall restore the surface of the land and the surrounding vegetation and improvements to their original condition for the benefit of the Association as soon as possible. The Declarant and its affiliates and its and their designers shall have a perpetual easement over, upon and under the Common Area and the undivided portions of the Lots for the installation, operation, inspection, maintenance, repair, replacement, adjustment and operation of all utilities. If the Person installing the utility or providing a service restores a specific easement across Common Area or any Lot for the purposes contemplated by this Declaration to separate respective owners, then the Declarant or the Association acting through its Board of Directors without Board or mortgage approval, shall have the right to grant and convey such easements and to record a deed or deed relating such easements.

(c) **Specific Development Easement Areas.** The Declarant hereby reserves to itself and its successors and assigns, and also grants to the Association, the right to grant and reserve easements, rights-of-way and licenses over and through: (a) the Common Area; (b) any lot within means feet of any boundary line of the Lot defining a public or private street or the feet from any other lot boundary line (except that no easements may be granted which are or will be used as a dwelling except to serve such dwelling); (c) the portions set forth in Article 2.1(a) of the Declaration or other purposes necessary or desirable for the orderly development of the Property or the adjacent land; (d) the Person installing the utility or providing a service restores a specific easement across Common Area or any Lot to separate respective owners, then the Declarant or the Association acting through its Board of Directors without Board or mortgage approval, shall have the right to grant and convey such easements and to record a deed or deed relating such easements.

140 **ARTICLE 14. UTILITIES, EASEMENTS**

(1) Access to Utilities. The Declarant hereby covenants to itself and its successors and assigns and also grants to each Builder a non-exclusive planned easement over and through the Property for all purposes incidentally related to the development and completion of improvements on the Property, including without limitation: (i) temporary signs and construction easements; (ii) easements for the temporary storage (in a slightly raised) of portable supplies of building materials and equipment necessary to complete improvements; and (iii) easements for the installation, maintenance and use of improvements such as sidewalks, landscaping, street lights, signs, etc. on the Property as reasonably necessary to serve the Property or adjacent land.

(2) Access to Utilities. The Declarant hereby covenants to itself and its successors and assigns and also grants to each Builder the right to: (i) use any lot owned or leased by the Declarant or such Builder, any other lot with written consent of the Owner, located in any portion of the Common Area with the permission of the Declarant, as outdoor, management offices, sales offices, a visitors' center, construction offices, customer service offices or other office parking areas or lot sales trailers, temporary storage, and the Declarant or Builder, as applicable, shall retain responsibility for the operation and maintenance of any portion of any improvements on the Common Area and shall maintain the Common Area and each lot within the boundaries of any lot boundary line showing a public right-of-way or a private street or roadway, utility, utility and sidewalks, street lights, street and directional signs, temporary directional signs, plantings, erosion control, "change area" signs, lighting, signs, and other markings or fixtures and other related signs and landscaping included or to great easements for the benefit of any of the buildings and shall endeavor to remove all or any of the above from time to time at the Declarant's or Builder's, as appropriate, sole discretion. The Association is hereby granted an easement to perform the cleanup of any permanent structure or landscaping installed under clause (1) above.

(3) Limitations on a Building. Any signs placed on a Building hereunder are specifically limited to the portion of the Property being developed by such Builder and shall have no application to construction by such Builder, completion of all lots owned by such Builder and release of all County taxes levied by such Builder. Such agreement shall be subject to such rules as may be established by the Declarant to maintain consistency, standards of safety, cleanliness and general appearance of the Property. In connection with the portion of the Property being developed by such Builder, such Builder shall comply with standards adopted by the Declarant to ensure an orderly and uniform development scheme for the Property.

(4) Release of Property. The Declarant hereby covenants to itself and its successors and assigns as intended and a right to grant and reserve easements or to release or terminate easements under all lots and common areas as may be required by any governmental agency or authority or utility company or

compliance with the release of bonds or the acceptance of bonds for public assistance with respect to the PROPERTY.

14. Insurance in Contract Package. The Declarant covenants to deposit with the Association and maintain and keep available to the Association, at least \$500,000 in cash and under the general control and use of the Common Area to maintain and to collect payments of surplus value in order to maintain reasonable standards of health, safety and appearance, including any necessary work of repairs. Such right expressly includes the right to not pay fees, taxes or charges, to replace the land or to take any other similar action deemed necessary, following which the Declarant or Association, at its option, shall restore the affected land to its original condition as best as practical.

15. Concessions and Easements Granted by Developer to the Association. The Declarant hereby covenants to grant and the Association may exercise the right to make any concessions and to grant or terminate any easements, rights-of-way and licenses as required by the government of governmental entity over and through all or any portion of the Common Area.

16. Further Reservations. Any and all covenants, conditions and restrictions or any other thing conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such plans, upon written request of the Declarant, the Association and each Owner shall first time to time upon agreement and delivery to the Declarant such further particulars of these reservations of rights and easements as may be requested.

17. Exercise of Development Rights. The rights and easements reserved by or granted to the Declarant pursuant to this section shall continue throughout the term of the Project, unless specifically stated otherwise. The Declarant may make limited (and specifically designated) use of the rights reserved to any portion of the property, notwithstanding or subject to any portion of the Property.

Section 3.2. Association Powers and Rights. The Association's exercise of the rights, powers and easements granted in Section 3.1(a), (b), (c) and (d) is subject to Section 3.4, but the same limitations or covenants applicable to the Declarant shall not apply to the Association. If the Declarant or the Owner requests the Association to exercise its powers under this section, the Association's cooperation shall not be unreasonably withheld, conditioned or delayed.

Section 3.3. Easement for Utility. The Association, the Declarant and any other persons authorized by the Board of Directors are hereby granted the right of access over and through any portion of the Property including the interior of any buildings, for the purpose and discharge of their respective powers and responsibilities, including without limitation to take measurements, to correct any conditions identified in a lot or on the Common Area threatening public health or the Common Area, to

business, to perform installations or changes of utility lines, landscaping or other improvements located on the Property for which the Association is responsible for payment, or to correct any violation which violated the Association's Bylaws. Each Owner shall be liable to the Association for the cost of all expenses incurred by the Association and incurred necessary by any other person, contractor, subcontractor or others to comply with the Association's Bylaws for which such Owner is responsible pursuant to Section 12.1, and the costs incurred by the Association shall be assessed against each Owner's lot in accordance with Sections 4.2 and 12.1.

Section 5.4. Waiver for Indemnification. If any member sues or any lot or portion of the common Area now or hereafter situated on any other portion of the Property by reason of: (i) the original construction thereof; (ii) maintenance which caused construction damages in the Course of any improvement; or (iii) the settling or shifting of any land or improvement, an agreement is hereby entered to the extent of any such indemnification for the period of time the individual owns the lot. The owner of the construction improvement shall also have an agreement for the limited purpose of release of the indemnifying improvement. This agreement does not release any owner or any other person from liability for such Owner's or other person's negligence or willful misconduct or anyone the violation of County ordinances.

Section 5.5. Waiver for Emergency Services. An agreement is hereby entered to the County for police, fire, ambulance and other services essential to the health performance of the community during emergencies.

Section 5.6. Common Use of Common Area.

(a) Use and Management. The Decedent reserves to itself and its successors and assigns during the Development Period and period to each Owner a comprehensive right and easement of use and enjoyment in common with others of the Common Area, except as limited by the Incorporation of Limited Common Area or Restricted Common Area. Each Owner is also hereby granted a non-exclusive easement for utility services and ingress and egress including land acquisition, following Section 5.00 utility installation over the Common Area to the extent necessary to provide utility and pedestrian access to each lot for each Owner and each Owner's business, tenants, guests, employees, agents and visitors. The Association, acting through the Board of Directors without further Owner or Management approval, is authorized on behalf of each Owner to request, verify or facilitate easements over and across the Common Area now or hereafter created to and of each Owner in this Declaration, in order to facilitate or otherwise, including, but not limited to, the right of access to each Owner's lot for utility and pedestrian ingress and egress and for utility services. A certificate of dedication of a portion of the Common Area to any utility, other than an utility formed for similar purposes in which the Owner is a member, shall constitute the Owner's consent except to the extent

intentionally to provide access and utility easements to each Owner's lot. The easement rights and easements of use and enjoyment and access, ingress and egress and utility easements shall be appurtenant to each lot, whether or not mentioned in the deed thereto. Any easement appurtenant or other transfer of such rights and easements apart from the lot to which such rights and easements are appurtenant shall be void.

(2) Delegation. Subject to the Rules and Regulations and such other restrictions as may be adopted by the Association, any Person having the right to use and enjoy the Common Area may delegate such rights to such Person's household members, tenants, guests, employees, agents and invitees and to any other persons as may be permitted by the Association. The easements and rights granted by this Declaration shall not be enforceable by persons to whom such easements and rights may be delegated by Owner, including visitors, invitees and household members, tenants, guests, employees, agents and invitees of any Owner. This section does not limit, however, the rights of Mortgagees or purchasers or their appointed officers in possession and control of a lot acting in the name, place and stead of Owner, or any Person's right to enforce any easements or rights granted in the deed of agreement between such Person and an Owner.

(3) Interference. The rights and easements of easements created by this section shall be subject in addition to any easements created or reserved in this Declaration or otherwise to the other Interim Documents. In all rights and interests of the Declarant or the Association when exercised in accordance with the other applicable provisions of the Association Documents, including without limitation the Association's right to bring through the Board of Directors, to regulate the use of the Common Area, and to establish responsible charges for use of the recreational facilities if ever located on the Common Area, to grant easements across the Common Area, to designate portions of the Common Area owned in fee simple by the Association and to lease, convey or otherwise dispose of the Common Area owned in fee simple by the Association subject to the requirements in Section 17.6 and Section 17.7.

(4) Additional Land.

(i) Recreational Facilities. During the Developer's term, the Declarant hereby reserves to itself and its successors and assigns the right in gross to each Person lawfully occupying any portion of the Additional Land a non-exclusive right and easement of use and enjoyment in common with others of the recreational facilities and parking areas constituting a portion of the Common Area and a right of access over and through the Common Area (except as limited by the designation of "Excluded Common Area or Reserved Common Area" to both facilities. The Person to whom such easement is granted or the person acting in lieu of such person shall maintain in any planned community or condominium or cooperative development located on the Additional Land shall pay to the Association an annual assessment levied exclusively for a share of the costs of acquisition and upkeep of

the residential facilities and parking areas, including easements and reservations, as shown upon the map that could be possible if the Additional Land were subject to the Declaration.

(2) Access. During the Development Period, the Declarant hereby covenants to itself and its successors and assigns the right to grant to each Parcel lawfully comprising a portion of the Additional Land a non-exclusive easement over all streets, roads, walks and paths on the Common Area, as may be necessary for vehicular access, pedestrian, bicycle and service access from Common Area from a public right-of-way to any portion of the Additional Land that would not otherwise have access to a public right-of-way pursuant hereto. That the persons using rights from such easement shall pay a portion of the expense of utility for such streets, walks and paths if so determined by the Declarant.

Section 3.3. Easements on Easement of Easement and Easements

(a) Other Easements. These easements are subject to all other easements and encumbrances of record including those created by this Declaration.

(b) Warranty. The Declarant or the Association, as appropriate, when exercising the rights and easements granted by this Article, shall: (i) give reasonable prior notice to all affected Owners, unless an emergency exists which precludes such notice; (ii) minimize any amount of easement injury to the affected Lots of the Common Area; and (iii) not unreasonably interfere with the affected Owners' use, enjoyment and benefit of the Common Area's lots of the Common Area.

(c) Restoration. If an easement is terminated, the cost of such restoration shall be paid by the party requesting the restoration.

(d) Damage. Any damage resulting from the exercise of the easement rights and easements shall be promptly repaired and the site restored to the extent practical by the Declarant or the Association, as appropriate, or at the option of the Declarant or the Association, the person responsible for such damage. In either case, the cost of such repair and restoration shall be paid for by the person responsible for the damage to restoring the restoration.

Section 3.4. Reserved Common Area and Limited Common Area

(a) Reserved Common Area. The Board of Directors shall have the power in its discretion to grant, alter, modify, terminate or otherwise restrict the use of any portion of the Common Area that is not subject to such restrictions, easements and reservations as the use thereof as the Board may deem appropriate. Such Reserved Common Area shall be maintained by the Association or, at the Board's option, by the

hereinafter being the exclusive right to use the Recreational Common Area.

(c) Limited Common Area. For as long as the Declarant has the right to use Recreational Land under Section 2.1, the Declarant shall have the exclusive right, without the approval or consent of the Association or any Owner or Mortgagee, to partition portions of the Common Area shown in the map by the Association in the nature of an easement for the exclusive and specifically designated or primary, or appropriate, use of 124 Acres of one or more specific lots by designating such portions of the Common Area as Limited Common Area. The Declarant may designate the Limited Common Area of Common Area that may be assigned to Limited Common Area in a Supplementary Declaration, and may thereafter collectively request an easement assignment with Limited Common Area. The Declaration shall not, however, designate Common Area as Limited Common Area or Common Area that may be assigned as Limited Common Area more than such portion of the Common Area has been assigned to the Association. Limited Common Area which has been assigned to the Association and is subject to a deed or deed instrument with the prior written approval of the Declarant shall be subject to the same terms and conditions as the Common Area or to a deed instrument bearing the name of such Declarant. The Association acting through its Board of Directors, and until during the Development Period, the Declarant, shall determine that Limited Common Area may be conveyed and the easement assigned by the Association acting through its Board of Directors without Owner or Mortgagee approval pursuant to Sections 2.1, 2.2 and 2.4.

Section 2.4. Land Submitted in Common Other than the Declarant. Except to the Association, the Declarant or the Association, shall not submit any portion other than the Declarant submitting land to this Declaration solely subject to the Declarant. The Association may to such extent exercise all rights, interests and other interests with respect to such land granted or conveyed in this Article and shall provide such further assistance as may be required.

If the proposed creation of any easement provided for in this Declaration should fail, by reason of the fact that at the time of creation there may be no practice in being during the pendency to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association as agent for such easement provided for the purpose of allowing the Declarant or Owners to whom the easement was originally to have been granted the benefit of such easement.

Each Owner hereby certifies the Declarant and the Association with the intent of them as being lawful attorney-in-fact and agents either of them or power of attorney for the Declarant in signing any instrument on such Owner's behalf in any instrument or deed necessary for the purpose of later conveying any easement as if was intended to have been created herein.

ARTICLE 4

Amendment of the Plan

SECTION 4.1: Supplementary Declaration

(a) By the Declarant

(i) Adding additional land. The Declarant hereby reserves a unilateral right until the tenth (10) the fifth anniversary of the date of execution of this Declaration or until the fifth anniversary of the completion of the most recently recorded supplementary declaration adding additional land, to expand the property from time to time without the approval or consent of the Association or any owner located on any part of such land, or mortgages or encumbrances subject to the portion of the Declaration land to the provisions of this Declaration and the jurisdiction of the Association whether or not such land is made by the Declarant. The Declarant may also unilaterally submit land not specified as Additional Land to the extent the inclusion of such land does not increase the overall amount of land described in Exhibits A and B by greater than one percent in either square footage of land or the number of dwellings provided. If the Lots have been approved for FRM, located or otherwise existing, then in order to submit land not subject to the property of which a public right-of-way from the property or an otherwise designated as Additional Land, the approval of FR and/or TR may also be required. The right to expand may be terminated only upon the revocation by the Declarant of an instrument relinquishing such right. The Declarant shall add land in accordance with the provisions set forth in Subsection 4.1(i). There are no restrictions on the right to expand except as set forth in this Article. If the Declarant does not submit all or any portion of the Additional Land to the Declaration, such unsubmitted land may be developed in any manner allowable under local ordinances without regard to the restrictions in this Declaration and no negative covenants against shall encumber the Additional Land unless such land is subjected to this Declaration.

(ii) Additional Covenants. The Declarant also reserves the unilateral right, without the approval or consent of the Association or any owner except the owner of such land or mortgages, to add and record a supplementary declaration concerning any portion of the property to such unsubmitted parcels and restrictions as may be necessary to reflect the different characteristics of such portion of the property. The Declarant shall not record a supplementary declaration affecting a lot after the completion of such lot to an owner other than the Declarant without the written consent of the owner of such lot.

(iii) In the Association. Only with the written consent of the FR shall any of such land and upon approval by: (a) at least a majority vote of the owners of the validly issued of owners entitled to cast more than forty percent of the total number of votes entitled to be cast by the Owners; and

(15) the written consent of the Declarant during the Development Period, the Association may commit any non-minor item to the provisions of this Declaration and the jurisdiction of the Association, in accordance with the procedures set forth below and subject to the limitations of Section 4.4.

(16) **Supplementary Declarations.** The Declarant or the Association, as appropriate, may cause one or more supplementary items to the Association submitting the said declaration pursuant to this Declaration and to the jurisdiction of the Association ("Supplementary Declarations"). Each Supplementary Declaration shall include a legally sufficient description of the land covered and shall designate each item with a unique identifier as to the particular parcel within each section of the Property. Any Supplementary Declaration may contain such additional provisions as may be necessary to reflect the intrinsic character of the land described therein and as are not inconsistent with the overall scheme of this Declaration. **General Provisions.** Such supplementary items shall not apply to any lot previously submitted to this Declaration without the written consent of the Deed of the lot pursuant to the additional provisions. **General Provisions.** The provisions of the Declaration shall apply to the land thereby covered as if such land was originally part of the Subdivided Land except as otherwise specifically provided by the Declarant in the Supplementary Declaration, including without limitation the provisions for voting and assessments.

Section 4.3. Easements.

(17) **As set forth.** During the Development Period, the Declarant has the unilateral right, without the approval or joinder of the Association or any Deed holder, to grant the Deed of the Land with easements or mortgages, to sign and record an amendment to the Declaration and the applicable Supplementary Declaration withdrawing any portion of the Subdivided Land from time to time if such land is: (a) dedicated or to be dedicated to public use; (b) conveyed as to be conveyed to a public agency or third party, used or to be used for purposes of non-residential purposes, including, but not limited to, a lot not owned by the Declarant; (c) the subject of a Deed of the Land; or (d) a public utility for public street purposes. A withdrawal of easements and the Declarant may unilaterally, without the approval or joinder of the Association or any Deed holder or mortgagee, record an instrument withdrawing such easements.

The Declarant hereby also reserves a unilateral right, without the approval or joinder of the Association or any Deed holder, to grant the Deed of the Land with easements or mortgages to withdraw any portion of the Property with time as a portion of such portion of the Property is owned by a Deed holder that the Declarant, a holder of the Association. The Declarant may record one or more amendments to this Declaration and the applicable Supplementary Declaration amending the easements described or withdraw the land described therein from the jurisdiction of the Association, and upon the termination of any such easement, this

The Declaration and Transferor, LIMITED COMPANY, that a person, any person, or any instrument or agreement or deed or any of the Special Declarant Rights with respect to the land acquired by such person acquires all the land and/or Additional Land owned by a Declarant at the time of transfer pursuant to a mortgage or deed or trust by foreclosure or deed in lieu of foreclosure, such instrument may be declared within a reasonable time after acquisition of the land.

A successor to Special Declarant Rights held by a transferee who succeeded to those rights pursuant to a mortgage or deed or trust or a foreclosure or a deed in lieu of foreclosure and declares the intention in an instrument recorded in the land records to hold those rights solely for himself or another person, transferee, until terminating the Special Declarant Rights to a person acquiring title to any land or Additional Land owned by such person, or until such successor records an instrument waiving the right to exercise the Special Declarant Rights, that successor may not exercise any of the Special Declarant Rights other than (i) any right held in title as the class B owner of (ii) to approve or disapprove, (b) amendments to the Association Documents, (c) dissolution of the Association, or (d) termination of the Declaration, as long as a successor does not exercise Special Declarant Rights except the right to vote as described above under this subsection, such successor is not subject to any liability or obligation of a Declarant.

A partial transfer of Special Declarant Rights does not prevent the individual declarant from continuing to exercise Special Declarant Rights with respect to land retained by such declarant. The instrument providing for a partial transfer of Special Declarant Rights shall allocate voting rights between the transferee and the transferor as such person shall agree. A transfer of Special Declarant Rights shall not constitute a release of any interest in the land or Additional Land owned by such declarant if not otherwise provided. Each person having Special Declarant Rights under the Association Documents has the right to transfer such rights collaterally with respect to land owned by such person except to the extent provided otherwise in an instrument assigning the Special Declarant Rights to such person. If at any time the Declarant ceases to exist and has not made an assignment of the Special Declarant Rights, a successor may be appointed by an instrument in the Declaration with respect to Section 10.2.

Section 10.3. No Obligations. Nothing contained in the Association Documents shall impose upon the Declarant any obligation of any nature to build, maintain, improve, restore or replace any improvements. The Declarant shall not be liable in any way to respond by reason of any mistake or judgment, negligence, confusion, action or inaction or for the enforcement or failure to enforce any provision of this Declaration. This section shall not be construed to release or relieve the Declarant, its successors or assigns, from any obligation imposed

by the duly elected trustees of the County, including
Members of Legislative Council.

CHAPTER 100

ARTICLE 4

COMMON EXPENSES AND EXPENSES

SECTION 4.1. Organization of Common Expenses and Budget.

(1) **Fiscal Year.** The first fiscal year of the
 Association shall be as defined in accordance with section 4.4
 of the Rules.

(2) **Preparation and Approval of Budget.**

(a) At least forty-five days before the beginning
 of each fiscal year, the Board of Directors shall adopt a budget
 for the Association containing an estimate of the total amount
 considered necessary for the ensuing fiscal year to pay the cost
 of management and expenses of the Common Area and, to the extent
 provided in the Association Documents or deeds of subdivision,
 expenses of the Lots, the cost of administration of the Association
 and other expenses that may be declared to be Common Expenses by
 the Association Documents or by a resolution of the Board of
 Directors, including without limitation services provided to the
 County, Lots or Common Area.

(b) Each Budget shall also include such other
 data as may be required by the Board of Directors necessary to
 provide working capital available each day-to-day expenses
 which is otherwise unaccounted for, a general operating reserve
 including an amount to cover operating losses due to insurance
 cancellations, reserves for contingencies including costs of
 litigation which have not been identified but which should be
 planned for and reserves for contingencies. At least thirty days
 before the beginning of each fiscal year, the Board of Directors
 shall make available a copy of a copy of the Budget. Each
 Budget shall constitute the basis for determining the Association's
 annual work plan.

(c) The Budget may also reflect the separate
 assessment of Limited Common Expenses, including without limitation
 the certain expenses that are not included in the operating
 cost or more than twenty percent of the Lots, whether categorized
 by location or type of expense. Such expenses may be assessed
 if they appear the Lots benefited in accordance with section
 4.2(a)(ii).

(d) **Assessment, Payment and Due Date.** Any and
 all such Assessments and other charges shall be a lien against
 each Lot as a lien as provided in Section 4.2. It is the intent of the
 first day of each fiscal year, and the first day of each year
 commencing payment shall be each fiscal year, each Owner shall pay
 to the Association at such place as the Board of Directors may
 direct that indicated in the Annual Assessment which is due

within each period. The Board of Directors shall establish one or more payment periods and the due date for each such payment in each fiscal year. Payments shall be made not less than quarterly or more frequently than monthly unless specifically provided otherwise herein. All sums collected by the Board of Directors from Assessments or any other source may be accumulated into a reserve fund.

(c) Initial Assessment.

(1) The first installment of the Initial Assessment shall be prorated based upon the number of days remaining in the payment period and shall be due on the same day as the first installment in subsequent periods as defined in 2.2. Any additional amounts due shall be divided by the number of full payment periods left remaining in that fiscal year and paid in equal installments on the first day of each payment period remaining in that fiscal year.

(2) Notwithstanding the foregoing, the Declared age of the Declarant's sole option, shall be paid all necessary operating costs of the Association for a period of time not to exceed one year. If the Declarant so elects, the Association will incur no Common Expenses and thus no Assessments will be collected during such time.

(3) Each initial purchase of a lot from the Declarant, either from a Builder, or from a Builder, shall pay an installment of 'Initial Assessment' equal to the amount of the Declared age to provide necessary working capital and initial reserve funding for the Association. The foregoing amount may be increased, in the sole discretion of the Declarant, by five percent each fiscal year.

(4) Effect of Failure to Pay or to Adjust Budget. For the first fiscal year of the Association following the first anniversary of any lot or an owner other than the Declarant or a Builder, and for all future years thereafter, the Board of Directors shall establish the Annual Assessment amount each lot for Common Expenses. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay the applicable share of the Common Expenses as herein provided whenever the same shall be determined and in the amount of any annual budget or adjusted budget, each Owner shall continue to pay Assessments at the rate established for the previous fiscal year until notified of the new payment which is due on the first day of the next payment period which begins after that ten day after such new annual or adjusted budget is adopted and the Owner receives such notice.

(5) Liability of Assessments. The Board of Directors, by a vote of a majority of the total number of Directors, shall have the right and power to assign and pledge all revenues to be received by the Association, including but not limited to Annual and Additional Assessments, in order to secure the payment of any sums incurred by the Association from time to time.

Section 4.2. Assessments

(4) Common and Joint Assessments

(i) Subject to the provisions of paragraph (ii) of this Section 4.2(a) and Section 4.3 and other provisions, the total amount of the estimated funds required: (a) for the management and upkeep of the Property; (ii) for services to the Lots and Common; (iii) for the maintenance of amenities reserved to the HOA; (iv) for meeting other obligations of the Association established pursuant to this Declaration, other stated maintenance agreements, and/or other agreements of members or governmental jurisdictions, the Board of Directors shall establish an Annual Assessment Date for each lot. The Common Expenses, including limited Common Expenses, on an equal amount against all Lots subject to Assessment.

(j) Limited Common Expenses Assessment. Limited Common Expenses may be assessed only against the Lots specified in proportion to their relative Common Expense liability which shall be based on usage, as appropriate. Such Limited Common Expenses may increase without limitation.

(k) Any expenses incurred in the upkeep or maintenance of reserves for the upkeep of any Limited Common Area may be assessed only against the Lots to which such Limited Common Area is applicable.

(l) Any expenses designated as a Supplier-assembly declaration as limited Common Expenses shall be paid by the Owner of Lots subject thereto.

(m) Any services or utilities to Lots which vary based on usage shall be assessed against the Lots served based on usage.

(n) Any expenses proposed by the Board of Directors to a specific group of Lots or Limited Common Expenses against a specific group of Lots and agreed to by such Owners entitled to cast a majority of the total number of votes with respect to such Lots, shall be assessed against such Lots as such Owners may agree to on the date set forth in Section 4.2(a)(i), unless otherwise stated.

(o) Any expenses unique to a certain building type or geographic location may be assessed as a Limited Common Expense.

(p) Additional Assessments. The Board of Directors may levy Additional Assessments on the Lots subject to assessment pursuant to Section 4.2(a)(i). The Board of Directors shall give notice of any Additional Assessment by the Owner specifying the amount and nature thereof, and such Assessment shall, unless otherwise specified in the Notice, be payable in full with the next periodic installment which is due more than ten days after the date of such Notice or its installment, as the

shall not constitute. Such Assessment shall be a lien on and shall in Article 12.1.

(ii) **DEFERRED ASSESSMENT.** The Board of Directors shall have the power to assess an Owner's Lot individually: (i) for the amount of any debt incurred by the Association pursuant to Section 4.14; (ii) in performing covenants that the Owner failed to perform as required by CMC Section 11; (iii) for the amount of any charges imposed on that Owner pursuant to Section 12.10; (iv) for any debts incurred by the Association because of any violation or negligence for which that Owner is responsible under Section 12.1; and (v) for unspecified charges levied pursuant to Section 4.14. Each such Assessment shall be due within ten days after notice thereof is given to the Owner and the notice specifies a later date.

(iii) **OPTIONAL SERVICES.** Upon request, the Association may provide optional services to Owners (including the installation of a recreational boat, auxiliary power, heat and sewage for such services shall be assessed against each Owner's Lot in accordance with the terms of the contract.

(iv) **RESERVE.** The Board of Directors shall build up and maintain reasonable reserves for working capital, contingencies and improvements. Such funds shall be a charge against the Association. Reserves for these services shall be built up and funded solely by the Owners of the Lots served as a limited common element. As to such reserves reserve account:

(a) Extraordinary expenditures not originally included in the annual budget, which may become necessary during the year, shall be charged first against the appropriate reserves. Except for expenses for normal upkeep shown in the annual operating budget, all expenses for repair and replacement, if provided, shall be charged to the Association and shall be charged first against the appropriate reserves. Other charges shall be charged to the Board of Directors. The amount held as reserves shall not substantially exceed the amount reasonably required to insure the Association's ability to replace components as they reach the end of their useful lives.

(b) If regular annual Operating expenses the useful life of components or their reserves are exceeded, the reserves shall be reduced by replacement or other budget items to be distributed to each Owner including the percentage in proportion to the percentage of use of the component paid by each Owner.

(c) If the reserves are inadequate to meet annual expenditures for any reason then the Board of Directors shall, in accordance with Subsections 4.14 and 4.15, levy an additional Assessment against the lots.

(1) Articles and Infringement

(1) The amount accumulated in advance of the amount required for office expenses and salaries shall, at the discretion of the Board of Directors: (i) be placed in separate accounts; (ii) be placed in a special account to be expended solely for the general welfare of the Order; (iii) be credited to the next periodic installment due from members under the current fiscal year's budget, which, when added, shall be sufficient to each Order (including the Department) in proportion to the percentage of any of assessments paid by such Order.

(2) Unless the budget for the next succeeding fiscal year is adjusted to provide the deficit during such fiscal year, any net surplus in expenses (including Department) shall be applied promptly against the Order as an additional assessment or contribution with interest 4 1/2% annually, provided, however, that if unexpended such surplus by the Department and Officers are exempt from assessment in accordance with Section 4.3, then during the subsequent current period the Department shall have no net surplus (income and reserves) in the Association's budgetary operating income over the Association's ordinary operating expenses as provided in Section 4.3. The Department is not obligated to any expenses that the Association is unable to meet because of non-payment of any Order's assessment or surplus or extraordinary expenses not covered in the budget. In addition, previous years' surpluses may be used to offset deficits, even though the Department may have a deficit funding obligation under Section 4.3.

(3) Losses After Closing the Fiscal Year. Notwithstanding any other provision of this Article, whenever any individual has a deficit, the Assessment against such loss being assessed under the unexpended loss which are added by the Order's net of a Order and exempt from assessment in accordance with Section 4.3 shall be collected in the same manner and in due in the same manner of usual manner as the Assessment for the portion of the fiscal year ending such surplus a part of the party. In addition, the Order of the loss being added shall pay a reduced portion of the amount assessed for the period between the date the loss occurred through to assessment and the due date of the next installment. Such portion of the Assessment due for any loss added shall be based upon the total Assessment due and a 4 1/2% rate, per. Payment of the reduced portion will be due on date that the due date of the first installment to be paid by the Order of any loss added.

Section 4.3. Assessment Against Losses Due to the Department and Officers' Infringement

(1) One Time Assessment. The Department shall collect from the Order and Order in the Association a one-time assessment of Ten Hundred Fifty Dollars (\$250.00) per lot. The lot shall not be subject to future assessment until the expiration of: (a) membership in an Order other than the Department of a Order; (b) initial completion of (iii) ten years after

submitted in 1995 lot to the Declaration, on which time such lot shall be assessed on twenty-five percent of the amount assessed per lot for Common Expenses of Limited Common Expenses of 1995. Lot 12 shall be exempt and covered by the Declaration of a Wellness.

The above requires assessment of 2175.15 shall be the same percentage to an Owner other than the Declarant or as otherwise detailed by the instrument but no later than upon the date of conveyance of the lot to an Owner other than the Declarant or a Successor. At the sole discretion of the Declarant, the above amount may be increased for each fiscal year after the first fiscal year by five percent each fiscal year thereafter.

For as long as the Declaration of Wellness, as applicable, says the non-Common Wellness lot an unimproved lot, the Declarant or Declarant, as applicable, shall maintain such lot. In addition, during the Declaration period, the Declarant shall fund all operating budget deficits, including reasonable reserves based on expected useful life of the Common Area improvements, as determined by the Board of Directors. The Declarant's deficit funding obligation hereunder may be satisfied with in-kind payments of services or materials. The Declarant's obligations under this section shall not include any expenses that the Association is unable to meet because of impairment of any Owner's Assessment or because of unusual or unforeseeable expenses not included in the budget. The obligations of the Declarant as any Wellness under this section shall be a lien against the portion of the property owned by the Declarant or such Wellness, as appropriate. A lot shall be subject to paying the full Assessment only after the owner of: (a) unimproved lot is being covered then the Declarant of a Wellness or (b) initial voluntary.

(c) Exemptions. The Common Area and any properties dedicated to a public purpose or exempt from taxation by a public authority shall be exempt from Assessment and the Lien created hereby. Unimproved lots that have never been assessed under the Declaration of a Wellness shall be exempt from full Assessment for Common Expenses for as long as the purchase or reduced Assessment for such lots is paid. The exemption from paying Assessments shall not apply to LOTS 1040 for water hose purposes.

Section 6.4. Liability for Common Expenses

(a) Owner Liability. Each Owner of a lot shall pay to the Association all Assessments and other charges assessed by the Board of Directors pursuant to the provisions of this Declaration. Each Owner shall also be personally liable for all Assessments against such Owner's lot. No Owner shall be exempt from liability for Assessment by reason of failure of the lot or equipment of any of the Common Area or by abandonment of the lot or by temporary unavailability of the Common Area. No Owner shall be liable for the payment of any part of the Common Expenses assessed against the lot subject to the terms of residential of a Wellness by such Owner of such lot. If the lot is at the time of any such difference, all costs, unpaid charges

and assessments shall be paid in full and discharged. The purchase of a lot shall be finally and irrevocably listed with the Building Dept for all unpaid assessments against the lot for (a) the amount shown on a Statement of Common Expenses of 1911 if no Statement of Common Expenses is received, the amount shown on an assessment or judgment lien against the lot filed in the Land Records of 1911; if no Statement of Common Expenses is received and no assessment or judgment lien has been filed, the amount paid and to remain due monthly installments of the Annual Assessment for Common Expenses, including limited Common Expenses, of any lots within provision in the purchaser's right to recover from the selling bond amount paid by the purchaser hereafter. The lot also shall remain subject to a lien for the amount owed to the Association in accordance with this section until such amount has been paid. Any such purchaser may file a Statement of Common Expenses located pursuant to Section 4.4.

(b) **Liabilities Liability.** Each holder of a Mortgage who causes the foreclosure of a lot by virtue of foreclosure or by deed or assignment or lien of foreclosure or by purchase at a foreclosure sale shall take the lot free of any claims for unpaid assessments or charges against such lot which existed prior to the date such party takes into possession thereof, except as provided below and except for claims for a lien on the lot of such assessments or charges resulting from a lien on the lot of such assessments or charges in all bills included in the mortgage lien against such lot from taxes and other liens. The lien created by Section 4.4 shall cease to exist with respect to assessments and charges levied prior to the time title is transferred by deed or assignment or by deed in foreclosure of a mortgage against the lot, except that under the Mortgage, that the amount shall first be paid to the Association and applied to the satisfaction of the Association's lien.

Section 4.5. Collection of Annual Assessments. Any Assessment, or unpaid assessment, not paid within ten days after the due date shall be delinquent and may attract a late charge on the amount of fifteen dollars per dwelling or such other amount as may be established from time to time by the Board of Directors. The Board of Directors, or the managing agent at the request of the Board, shall have power and authority to collect any assessments due from any Owner which remain unpaid for more than thirty days after the due date for payment thereof. The late charge is in addition to the Association's other enforcement powers pursuant to Article 12.

Section 4.6. Payment of Common Expenses. The Board of Directors or managing agent shall provide any bank, contract purchaser of Mortgages, within fourteen days after a written request therefor by written notice filed time period as may be required by law, with a written statement of all unpaid common expenses due with respect to a specific lot on a statement that the amount of unpaid assessments is zero in part of the "Association Building Report" submitted in the form attached as Exhibit 5 to the Bylaws or otherwise "Statement of Common Expenses". In addition, purchaser, Mortgage or purchaser from a Mortgagee

requesting such a statement shall be liable for, and shall be
held responsible to such extent relating to such statement as would
be a case law, any unpaid assessments due prior to the date of
such statement is hereby of the amount and form on such state-
ment; provided, however, that such amount shall not be liable
unless it is, with any other case persons, liability for such
assessments having such status under the law. The Board of
Directors may impose a separate charge for the preparation of
such statement to cover the cost of preparation.

ARTICLE 7

MAINTENANCE OF THE COMMONS

Section 7.1. MAINTENANCE OF COMMONS (a) General. The
Association shall be responsible for the maintenance and upkeep of
all of the Common Area and Common Element Area (except to the
extent provided by the County), including without limitation:
(i) Mowing of all lawn areas, including grass cutting, grass
and trash collection, landscaping and lawn maintenance;
(ii) Repair of the systems systems and analysis, maintenance and
parking areas, including curb and lot removal, and repair and
replacement; (iii) Mowing and operation of all recreational
facilities located on the Common Area, if any; and (iv) Mowing of
all other improvements located on the Common Area. The cost of
such maintenance and upkeep shall be charged to owners as a common
expense of limited common expense, described in the bylaws of the
entity provided. Notwithstanding the foregoing, each individual,
company and entity shall be held liable for maintenance of the
Common Area as determined by the Board of Directors. The
Association shall not have any responsibility for the upkeep of
any lot except for those responsibilities and duties specifically
enumerated within the association documents for individual lots
pursuant to Section 1.3 of these rules provided in the sub-
division documents for the Property. Supplementally, hereunder
or separate written agreements, notwithstanding the general
provisions for upkeep of Common Area set forth in this section,
other specific responsibilities for upkeep and alterations of the
Common Area shall be determined by any provisions that may
be contained in a supplementary Declaration of a part of a Sub-
division or part of a project for a portion of the Property.
If the Board of Directors determines that certain upkeep was
neglected by the negligence, misuse or mismanagement of an owner
or the owner or owner is responsible pursuant to Section 1.3,
the cost of such upkeep shall be assessed against such owner in
accordance with Section 1.3(c) and (d). Further, the Board
may determine that all or a part of the upkeep of any portion of
the Common Area obligated to separate Common Area shall be
performed by the person having the exclusive right to use the
area. The Board of Directors shall establish the standards for
upkeep of the Common Area and the Common Element Area of the
sub-division. Any person or entity and the Virginia Department
of Transportation will not be responsible for the maintenance,
repair or replacement of private roads.

(b) WATER MAINS MAINTENANCE. The upkeep of the
water main systems, facilities and accessories on or within the

The Board as a Common Expense or a Limited Common Expense, as appropriate.

(d) **Shared Maintenance.** The Board of Directors may enter into shared maintenance agreements with owners of adjacent properties to maintain areas whether or not located within the Property. Such areas may include without limitation snow and ice removal, or fire alarm maintenance and installation, landscaping, entrance features, signage, utility, parking and areas along streets and thoroughfares including public transit entry to the street and maintained by the appropriate governmental authorities, including street cleaning areas. The Board may enter into maintenance agreements for such agreements shall be a Common Expense, or a Limited Common Expense, as determined by the Board of Directors.

Section 7.2. Shared Expenses

(a) **Individual Owner.** Each Owner shall bear each Owner's lot and all improvements located on the lot in good repair, condition and repair and in a clean and sanitary condition including without limitation all necessary routine maintenance and more liberal, in accordance with local ordinances, except as provided otherwise in this Declaration or in a supplementary declaration. Each Owner shall maintain the land sidewalk, driveway, driveway apron and utility trenches serving each Owner's lot, even if located on common area. Each Owner shall also provide snow removal for any sidewalk location adjacent to each Owner's lot. Each Owner shall provide these required utilities in each a manner as shall not unreasonably interfere or interfere with the reasonable enjoyment by the other Owners of their lots. If any Owner shall fail to keep each Owner's lot in its good repair and condition as when required (normal wear and tear excepted) and in a neat and sanitary condition, consistent with such rules and regulations as the Board of Directors may promulgate, that the Board or the Governmental Committee may, without notice or resolution, give notice to that Owner of the violation specified or, describing generally the action to be taken to rectify that violation. If the Owner fails to take the actions specified or to otherwise rectify the violation within thirty days after the date the notice is given, or such other period as may be specified in the notice if the circumstances warrant a different period, the Board or Committee or the Governmental Committee may, have the right, but not the obligation, pursuant to Sections 7.1 and 7.1(b) and any resolutions adopted by the Board of Directors or the Governmental Committee, to rectify that violation by taking such action (or by causing action to be taken) as was specifically described in the notice. The cost incurred in rectifying the violation shall be assessed against each Owner's lot in accordance with Sections 7.1(c) and 7.1(d). The Owner shall reimburse the association within thirty days after delivery of a statement for such expenses from the Board.

(b) **Liabilities.** The Board of Directors may determine to maintain all improvements located on common areas of the lot as a Common Expense or as a Limited Common Expense of the lot owner.

Section 7.2. Quality of Repair and Replacement. All repairs and replacements by the installation of the Fund shall be of substantially similar to the original construction and installation and shall be of first-class quality, but may be made with common entry materials. The method of approving payment vouchers for all repairs and replacements made by the Association shall be determined by the Board of Directors.

Section 7.4. Additional Limitations on Improvements to the Fund of Property. Whenever in the judgment of the Board of Directors the Common Area shall require capital additions, alterations or improvements other than for repairs needed by the association in exercise of its duty pursuant to the Mutual Association for Common Expenses for that fiscal year during the period of twelve consecutive months, the making of such IMPROVEMENT, ALTERATIONS or IMPROVEMENTS shall require a vote of the Common Owners as herein set forth, and the Board of Directors shall spend all moneys collected for the said Fund for a Common Expense or a Limited Common Expense representing the nature of the improvement. Any capital additions, alterations or improvements resulting in the aggregate twenty percent or less of the total annual assessment for Common Expenses for that fiscal year of replacement items or items of expense during any period of twelve consecutive months may be made by the Board of Directors without approval of the Common Owners and the said Board shall maintain a Common Expense or a Limited Common Expense representing the nature of the improvement. If approval is required to increase the applicable maximum annual assessment, such approval shall be obtained simultaneously with the vote required by Sections 17.1(a) and (c).

Section 7.5. Maintenance of Property. The Board of Directors, the Association, any Owner and the Contractor shall not be considered a tenant of any personal property stored or placed on the Common Area (including temporary storage in vehicles parked on the Common Area, whether of the exclusive possession of the Association) and is given to an Owner for parking or otherwise, and shall not be responsible for the security of such personal property or for any loss or damage thereto. The Association shall not be liable for any failure of or interruption to the water supply or other services to be delivered by the Association or said for as a Common Expense, or for personal injury or property damage which is caused by the elements or by any power or any other person, or which results from electricity, water, gas or air which may leak or flow from or over any portion of the Property of the Association, or which results from any equipment, or any machinery or consequential damages of any type, or disturbance, effect or abatement of any Association shall be claimed or allowed for reimbursement or damages arising from the making of repairs or improvements to the Property by the Association or from any other cause, unless the Association or its agents, employees or with the order or direction of any governmental authority. This section is not intended and shall not be construed to relieve any contractor of its contractual obligations under any policy benefiting the Association or an Owner.

SECTION 3.8. Parking. Except for any parking spaces assigned or reserved or limited Common Area, all parking spaces located in the Common Area shall be used by the Owner for 24-hour service parking purposes on a "first come, first served" basis, except as the Board of Directors may otherwise determine or as may be otherwise stated in a Supplementary Declaration and its amendments with such reasonable rules and regulations regulating the same as the Board of Directors may adopt. The Association shall not unreasonably interfere with the right of any Owner, or such Owner's tenant or such Owner's authorized household members, guests, employees, agents or servants to use the private streets and easements on the Common Area for such particular and reasonable ingress and egress to and from such Owner's lot, including, however, the Board of Directors may limit the number of parking spaces used by the Owner, assign parking spaces in the Reserved Common Area to designated guest persons. Unless otherwise specifically designated in said Declaration or any other agreement, the parking areas and driveways on each Owner's lot are to be used and maintained solely by such Owner and such Owner's designees. During the Development Period, the Declarant reserves the right to use a reasonable number of parking spaces located on the Common Area for sales and development purposes.

ARTICLE 4

RESTRICTIONS ON USE OF LOT AND COMMON AREAS
AND RESERVED COMMON AREAS

Section 4.1. Restricted Use. No lot shall be used for other than residential, recreational, or related purposes which are permissible under local ordinances, without the prior written approval of the Board of Directors, as provided in Section 4.1(a). Notwithstanding the foregoing, nothing in this Article shall be construed to prohibit the Declarant from using any lot owned by the Declarant for any other use with the permission of the local government or any portion of the Common Area for recreational, business, dining or restaurant service purposes such as a restaurant, tavern or bar, the operation of sales of lots. Further, the Declarant specifically reserves the right to operate a commercial office of a retail, restaurant and management office at any time on lots owned or leased by the Declarant or any other lot with the permission of the Board of Directors and on any portion of the Common Area, to the extent permitted by law. The Declarant may assign its rights under this subsection to or share such rights with one or more other persons who are Builders, exclusively, non-exclusively or jointly with respect to the Common Area or lots owned or leased by the Declarant or such persons.

Section 4.2. Restrictions on Use.

(a) **Use.** Nothing shall be done or kept on the Property which will increase the rate of deterioration of the Common Area or any part thereof, or which is prohibited under without the prior written approval of the Board of Directors, including without limitation any activities which are prohibited with respect to the Common Area or lots owned or leased by the Declarant to be done or kept on the Property which will result in

the cancellation of any increase in the Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. The Board of Directors may permit any excess water for insurance against the responsible owner. In water will be committed to the Property.

(b) **Compliance with Law.** No improper, offensive or unlawful use shall be made of the Property or any part thereof, nor shall any valid laws, zoning and other ordinances including the Development Plan, rules and regulations of all governmental agencies having jurisdiction thereof shall be observed, maintained, amended; that the Association and the Board of Directors shall have the power but not the obligation to enforce such laws, ordinances and regulations, enforcement being the primary responsibility of governmental officials. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner, the Association or the Developer, whichever shall have the obligation for the cause of such portion of the Property, and if the Association, then the cost of such compliance shall be a Common Expense or a Limited Common Expense, as appropriate.

(c) **Harmful Substances.** There shall be no depositing of dirt, refuse, ash, waste, liquid, gases or other substances into the atmosphere other than normal residential activity or without shall activities, or production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground, water or any body of water, or such material, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of the occupants of the lots.

(d) **Signs.** No Person shall cause any unreasonably large signs (except for emergency services) located on the Property, nor shall any Person permit or engage in any activity, practice or business resulting in unreasonably and unattractive appearance, decoration or maintenance to any Person lawfully present on any portion of the Property.

(e) **Obstructions.** No Person shall obstruct any of the Common Area or Limited Common Area or otherwise impair the beneficial use of any other Person lawfully on any portion of the Property. No Person shall place or cause or permit anything to be placed on or in any portion of the Common Area without the prior written approval of the Board of Directors. Nothing shall be allowed or constructed on or removed from the Common Area or Limited Common Area except with the prior written approval of the Board of Directors or the Developer during the Development Period.

(f) **Association Property and Improvements.** The Common Area shall be used only for the functioning of the services and facilities for which the same is reasonably suited and which are located in the use and proximity of the lots. The improvements located on the Common Area, if any, shall be used only for their intended purposes, except as otherwise expressly

provided in the Association Documents, no Owner shall lease the private, exclusive or proprietary use of any of the Common Area (except those areas, if any, designated as Limited Common Area as described in the Association Documents) without the prior written approval of the Board of Directors, and then only on a temporary basis. No Owner shall engage or direct any employee of the Association in any private business of the Owner or otherwise direct, authorize or attempt to direct any person acting as an employee of the Association, except the Association or the managing agent.

10. **Home Businesses.** No lot containing a single family dwelling shall be used for any business, commercial, manufacturing, mercantile, storage, sales or other similar purpose, including parking, that is not otherwise permitted on lots included in the dwelling on such Owner's lot. (a) No use of any business is permitted by a person on the Owner's property existing on the lot. (b) There shall be no display of signs indicating that the lot is being used other than as a residence. (c) No office or business use of property shall be permitted on lots of parking spaces (as determined by the Board of Directors) or other areas maintained by the Board of Directors. (d) No equipment or other items related to the business are stored, parked or otherwise kept on such Owner's lot or the property outside of an approved enclosure. (e) No Owner has obtained any required approvals for such use from the appropriate local governmental agency. (f) The activity is consistent with the residential nature of the property and complies with local ordinances; and (g) The Owner has obtained prior written approval of the Board of Directors. As a condition to such use, the Owner may require the user to pay any charges in the sale of interests, lease renewals, renewals or other uses for the Association or other Owners which may result from such use. Service signs, yard signs and similar advertising shall be restricted only in accordance with the Rules and Regulations adopted by the Board of Directors.

11. **Signs.** Signs for such uses including without limitation signs, banners or similar signs, as may be posted by the business or a holder not permitted by the Association for promotional or advertising purposes or for the Association, no signs of any character shall be erected, posted or displayed on a lot unless such is in accordance with the property unless it complies with the Rules and Regulations without the prior written approval of the Governing Committee.

12. **Trash.** Trash storage and collection shall be in accordance with the Rules and Regulations. Except as otherwise provided in the Rules and Regulations, no sorting of any trash and no accumulation or storage of limbs, refuse, bulk materials, including materials or signs of any other kind shall be permitted on any lot. No lot shall be used as a dumping ground for trash and rubbish. Trash containers shall not be permitted to remain on public view except on days of trash collection. The Board of Directors may authorize to designate a trash service contract on behalf of some or all of the Owners, the cost of which shall be a Common Expense or a Limited Common Expense, as appropriate. No individual shall be held responsible upon any lot without the prior written approval of the Board of Directors.

(1) Landscaping Plants. No live, 100% or other landscape feature shall be placed or maintained on a location which obstructs sight-lines for vehicles, traffic on public streets or private roads and sidewalks, fire hydrants, fire hydrants and other landscape features shall not be placed or installed so as to obstruct any view. (a) If such materials may damage or interfere with any equipment for the installation or maintenance of utilities; (b) in violation of the requirements of such equipment; (c) unless it conforms with public utility standards; or (d) if such materials may unnecessarily obstruct, obstruct or cause obstruction of flow of any drainage through the area. The installation of such materials within existing easements shall be permitted, except for trees, temporary signs and the like which are reasonably necessary in connection with construction activities of normal landscape maintenance. All water lines, sewer pipes, gas pipes, drainage pipes, telecommunications lines, electrical lines or other utility lines shall be installed or maintained upon any lot above the surface of the ground except for those located in easements existing prior to the installation of this Ordinance or as approved by the Director, during the development period of the Board of Planning Director.

(2) Accessory Structures. No structure of a temporary character, and in particular, but not limited to, sheds, porches, patios, decks, porches or other accessory buildings shall be erected, used or maintained on any lot except in compliance with restrictions or conditions established by the Director or a Building Use Permit issued by the Director, without the prior written approval of the Planning Commission. No exterior air conditioning unit, solar panels, solar heat or similar equipment attached to the exterior of a building may be installed or modified without the prior written approval of the Planning Commission unless in compliance with established design guidelines. No recreational, exercise or other play equipment may be erected, placed or maintained on any lot, except with the prior written approval of the Planning Commission, unless in compliance with established design guidelines. No decorative items may be placed on the exterior of or in the yard of any lot, without the approval of the Planning Commission, unless in compliance with established design guidelines.

(3) Planting Trees. No live trees with a diameter in excess of four inches, measured twelve inches above ground, and trees in excess of two inches in diameter, including shrubs, which are planted, such as flowering trees, such as dogwood, or magnolias, or live vegetation in order of planting that freely produce seeds or nuts, or other areas as approved site plans may be set, without the prior written approval of the Planning Commission unless necessary to construct improvements listed on plans previously approved by the Planning Commission. Further, no live trees planted by the Director or a Building Use Permit with freely produced seeds or nuts shall be set without the prior written approval of the Planning Commission. The Board of Planning may adopt rules and regulations for setting of trees to allow for selective clearing of debris.

18. **Antennas.** No exterior antenna, satellite dish or similar exterior improvement shall be permitted upon the property unless the same written approval of the Community Committee is obtained pursuant hereto. The Association shall not prevent access to long distance services in violation of applicable law. Satellite antennas, portable dishes greater than six feet (18 inches) in diameter or similar radio equipment generally will not be allowed upon the property. **REPEATED, HOWEVER,** they (a) do not be installed in violation of the Association's policies and (b) upon prior written notice to the Community Committee. All the Community Committee may approve other antennas in the appropriate circumstances. And (iii) the Community Committee may establish additional guidelines as technology changes. The Board of Directors may install and maintain antennas, satellite dishes or similar equipment on the Common Area to serve the Property.

19. **Fences.** Except for any fence as well installed by the landlord or a tenant (i) permitted by the landlord or by the Association, no fence or wall shall be installed except with the prior written approval of the Community Committee. No shall also fence shall be installed without the prior written approval of the Community Committee. **REPEATED,** shall also fence such fence or other wall, having wall be used for the protection of recreational facilities and the protection of a tenant and shall a chain link fence for the protection of building materials in Building 1000.

20. **Vehicles.** Except in connection with construction activities, no commercial vehicles (including all which commercial trailers or equipment is visible or which are larger than normally used for noncommercial purposes), including or trailers, campers, recreational vehicles, boats or other large vehicles, including ground maintenance equipment, ATVs or snow shovels, may be parked or used on any portion of the Common Area or on any portion of a lot visible from the Common Area or outside lot or on any public right-of-way unless so permitted to the property, unless expressly prohibited by the Board of Directors and then only in such parking areas or for such time periods (if any) as may be designated for such purposes by the Board of Directors. Parking of all such vehicles and related equipment, other than of a temporary and noncommercial nature, shall be in garages or in areas designated by the Board of Directors, if any. The Board may be obligated to designate any such area or public parking of such vehicles. No two or heavier vehicles or other vehicles with current registration plates or decals and correct county and state jurisdiction permits are not displayed shall be used upon any portion of the Common Area or any portion of a lot visible from the Common Area or on any portion of a public right-of-way unless so permitted to the property. Vehicle repairs and storage of vehicles are not permitted, except in accordance with the rules and regulations, including, however, that storage of vehicles on lots and noncommercially used in violation is prohibited as provided in the rules and regulations. All motor vehicles shall be parked only upon paved streets and parking lots. No motor vehicles, other than those without disabilities, shall be parked on streets or paved portions of Common Area, except vehicles used and authorized by

The Board of Directors as created for purposes of improvement of the Common Area of the above specified property owned by the Association during the development phase of the Board of Directors. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.

Subject to applicable law and ordinances, any vehicle parked in violation of laws or other regulations published herein or in the Rules and Regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for damages, compensation or otherwise, and liability of any criminal act, or failure of such towing and once the notice is posted, vehicle is removed, and failure of the owner to remove the notice for any other reason, shall be grounds for denial of any claim. An affidavit of the person posting the violation notice stating that it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, "vehicle" also includes without limitation campers, mobile homes and trailers.

18. Animals. The keeping, raising, breeding, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of breed, is prohibited on any lot or upon the Common Area, except that the keeping of guide animals and a diastrophic system of orchiids, medicinal insects and other dogs, cats or caged birds is permitted subject to the rules and regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding. Any such pet keeping or breeding a nuisance or unreasonable disturbance or cause shall be permanently removed from the property upon ten days written notice from the Board of Directors. Pets shall not be permitted upon the Common Area unless accompanied by someone who can control the pet and unless leashed or tethered. Pet droppings shall be cleaned up by the owner responsible for the pet being on the property. Any dog or other animal which is not on any portion of the property shall be deemed to have abandoned and agreed to hold the Association, each owner and the pet owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or allowing such pet within the property. All dogs which regularly leave the lot shall be registered and licensed as required by law. The Board of Directors may require that dogs which regularly leave the lot be registered with the Board. The Board of Directors may establish reasonable fees for the registration of such pets to compensate for the costs incurred by the Association due to the presence of such animals on the property. The appropriate governmental authorities shall have an easement across the property to enforce local animal control laws and ordinances.

19. Trapping and Hunting. No hunting or trapping of any kind and no discharge of any firearm or other weapon shall be permitted within the property, except as necessary in certain wildlife as determined and approved by the Board of Directors. Any such approved hunting or trapping by the Association shall be conducted in accordance with all applicable law and ordinances.

(1) Painting. No lot shall be used for the purposes of painting, stenciling, signwriting, advertising or of weathering or other applications, stenciling, weathering or other uses without the prior written approval of the Board of Directors.

(2) Billboards and Advertising Signs. Only billboards and advertising signs having designs, illustrations or approved by the Committee shall be permitted.

(3) Lighting. No exterior lighting on a lot shall be collected outside the boundaries of such lot except the required street and parking lot lighting. Typical residential light fixture drawings to which the building shall be permitted. All exterior lighting must comply with the design guidelines of the City and prior written approval of the Committee.

(4) Cladding, Siding, Finishes. No exterior claddings or other finishes using reflective glass or materials, unless approved in writing by the Committee. It is specifically prohibited that no exterior claddings or other exterior cladding drying apparatus will be permitted.

(5) Landscaping. No lot shall be subjected to or used for any temporary, temporary, landscaping or other arrangements that would entail, directly, indirectly or any other type of collecting or gathering, occupancy by multiple owners, corporations, individuals or established institutions.

(6) Construction and Other Activities. The activities shall not be conducted in performing any work involved in the construction or repair of any portion of the Property as long as such work is performed and carried out: (1) with the minimum specified disturbance to persons occupying other portions of the Property; (2) in such a way as does not materially violate the rights of any person under other provisions of this Declaration; and (3) in accordance with all applicable regulations in the Rules and Regulations, the regulations of the Board of Directors and the other provisions of this Declaration, unless accepted by the Board of Directors. The Board of Directors may approve temporary structures for construction purposes which may otherwise be in violation of the Association Documents of the Rules and Regulations.

Section 4.3. Rules and Regulations. The Board of Directors shall have the power to adopt, amend and repeal Rules and Regulations regarding and regulating the use and enjoyment of the Property or of any portion thereof and the affairs of the Common and Elements which affect the Property, which may include: but not be limited to: (1) the provisions of the Association Documents. For the purposes of interpretation and enforcement of the Rules and Regulations, the term Property shall be deemed to include the land immediately adjacent to the Property within the public right-of-way or otherwise in the vicinity of the Property's or adjacent's affairs which affect the safety, enjoyment or value of the Property. Rules and Regulations governing the affairs of owners or occupants or land adjacent to the Property shall be consistent with and necessary to the maintenance of safety, a uniform quality of appearance and value of the Property, copies of the Rules and Regulations shall, as provided

In the Board of Directors to each Owner. Changes to the Rules and Regulations shall be published prior to the time that the same shall become effective and copies thereof shall be provided to each Owner. Also, the Board of Directors may issue individual exceptions to any restrictions expressed or implied by this Article. The Board shall advise.

SECTION 8.4. Exceptions for the Declaration and Declaration of the Association. Notwithstanding any other provisions of the Association Documents, neither the proposed restrictions in this Article nor the Rules and Regulations of the Association shall apply to any otherwise lawful acts of individuals of the Association or the acts of any Member entered by the Association during the Development Period. This exception for Members shall be subject to such rules as may be established by the Association not later than 90 days after the appearance of the Property.

SECTION 8.5. Leasing and Rental of Lots

(a) **Leasing.** No lot upon which a single family dwelling or condominium unit is located, whether or any portion thereof shall be used or occupied for residential use, including as hotel purposes or for any other lease for an initial period of less than six months. No portion of any dwelling other than the entire dwelling shall be leased for any period exceeding twelve (12) months and a reasonable number of months is permitted. No lot shall lease a lot other than in a written form of lease: (i) requiring the lessee to comply with the Association Documents; and (ii) providing that failure to comply with the Association Documents constitutes a default under the lease. The Board of Directors may suggest or require a standard form provision for use of Owners. The foregoing provisions of this subsection, except the restriction against use or occupancy for hotel or transient or temporary use purposes, shall not apply to lots leased by New Associations, by the Declarant or by a Member in possession of a lot as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(b) **Rental.**

(1) **Reference to Declaration.** The deed or instrument transferring title to any lot shall contain a provision incorporating by reference the provisions of this Article, as well as any applicable supplementary Declaration. Notwithstanding failure to include a reference to this Article, title to a deed or instrument transferring title to a lot, the covenants, restrictions, easements, charges and liens and other matters shall include the lot as though reference thereto was set forth in each deed or instrument.

(2) **Assignment.** The contract seller of a lot shall notify the Board of Directors of the contract purchaser and the contract date and place correspondence will be accomplished.

(3) **Association/Declarant/Owner.** The Board of Directors shall, upon written request from a validly holder of a lot, and upon payment of the applicable fee, furnish an inspection

with the same facts as required by subdivision Virginia law and a Statement of Consent GAD-0049 of Amendments with Exhibit 1.1.

Section 8.8. Remediation and Easements

(a) Remediation. A lot may be considered to situate so as to include the boundaries between such Lot 804 and adjoining lot only with the prior written approval of the Declarant, during the Development Period, or the Board of Directors (hereinafter, "Board") with any necessary approval by the Management of the affected lot and the applicable governmental authority. This section is not intended to require the approval of the Declarant or the Board of Directors to issue, amend or add, modify, delete or revise boundary line disputes or similar corrective instruments, to issue granting any easement, right-of-way or license to any governmental or public entity, utility, the Association or the Declarant for any purpose.

(b) Easements. The Owner shall need to prepare such Owner's lot within the prior written approval of the Declarant during the Development Period, and thereafter, without the prior written approval of the Board of Directors. The Declarant reserves the right to grant or receive any portion of the property or the Remedial Lot during the Development Period, without the approval of any Board entity, the Owner of the land concerned to the application and strictly allowed by the applicable. To the extent the approval and consent of any other Owner is required under State or local law to apply for or obtain any zoning or to make any restrictive subdivision, then such Owner approves the Board of Directors of the Association to its application to sign such application in behalf of the Owner or in the alternative, such request such Owner elect to sign the application or other instrument required for such zoning, land, zoning, that such request shall be without liability of such to such Owner unless such liability or cost is expressly assumed by such Owner and assumed. In that, that this contract shall not apply to the extent of subdivision condition which would materially adversely affect an Owner's ability to use such Owner's lot for its intended purpose or significantly interfere with Owner's development work.

ARTICLE 9

ADMINISTRATIVE ISSUES

Section 9.1. COMMITTEE CHARTER

(a) Committee. The Board of Directors shall establish a Committee, consisting of not more than three persons appointed by the Board, each to serve a term of from one (1) to three years as may be determined by the Board of Directors, in order to ensure that the Property shall always be maintained in a sound; (ii) providing for mutual liability and insurance of repairs; (iii) avoiding activities inconsistent to the interests of property values of the Property; and (iv) promoting

the general welfare and safety of the Owners, such Owners' interests and such Owners' best interests, household members, guests, employees, agents and visitors. If the Board of Directors fails to appoint a Compliance Committee, then the Board of Directors shall perform the duties of the Compliance Committee.

4. **Compliance**

(1) The Compliance Committee shall regulate the exterior design, finishes, appearance, use and layout of the Premises, ~~including~~ ~~including~~, that neither the Board of Directors nor the Compliance Committee shall have the power to include the provisions of the Declaration or the Covenants Area or any law unless as the Declaration or construction of alterations on any lot which has been approved by the Declaration during the term of the Period and ~~including~~ further, that the Compliance Committee established by the Board shall not have the power to review or take any action on the Property, if such construction is reviewed by the Initial Construction Committee of the Declaration.

(2) The Compliance Committee may from time to time establish requirements regarding the form and design of signs and specifications to be submitted for approval. The Compliance Committee shall have the power to impose reasonable application fees as well as the cost of review, analysis or consultation required in connection with improvements or changes proposed by an Owner. Such fees shall be imposed upon the lot owned by the Owner making applications ~~including~~ that the Committee shall utilize the application fees if the potential fees being covering or assessing such fees and the Board shall have the option to waive such Owner's application.

(3) The Compliance Committee shall have the power pursuant to Article 12.1(b) legal portion of any Owner or legal fee and option to impose reasonable charges upon, and issue a notice and demand judgment to, an Owner, such Owner's agent and such Owner's best interests, household members, guests, employees, agents or visitors whose actions are inconsistent with the provisions of the Association Documents or the Rules and Regulations.

(4) Subject to the review of the Board of Directors, the Compliance Committee shall from time to time provide interpretations of the Association Documents pursuant to the covenants, provisions and qualifications thereof when requested to do so by an Owner or the Board of Directors. The Committee may publish and review such interpretations in order to establish precedents for application of the Association Documents or the Declaration ~~including~~ or other matters relative to architectural control and protection of the aesthetic or property values of the Property.

(5) Subject to Article 9.2, the Compliance Committee may propose design guidelines for approval by the Board of Directors. Such design Guidelines proposed by the Board of Directors for the same may be amended by the Board of Directors.

and shall be subject to the same as any other property of the Association and shall be subject to the same as any other property of the Association.

16. A majority vote of the Executive Committee shall be required in order to take any action. The Executive Committee shall keep written records of all of its actions. Any action, ruling or decision of the Executive Committee shall not be subject to appeal to the Board of Directors by any party who appeared at a hearing with respect to such action, ruling or decision or who submitted a written protest prior to the action, decision or ruling or who voted thereon as determined appropriate by the Board, and the Board may modify or reverse any such action, decision or ruling.

17. Amendments. The Executive Committee shall have such additional powers, duties and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may remove the Executive Committee of any or all officers, powers and authority herein provided to or a sub-committee thereof. The Executive Committee shall carry out its duties and exercise its powers and authority in accordance with Section 12.1(a) and (b) and in the manner provided for in the Rules and Regulations adopted by the Board of Directors or by resolution of the Board of Directors. Notwithstanding the foregoing, neither the Executive Committee nor the Board of Directors shall have authority to require the construction or elimination of existing covenants or the inclusion or by estate as approved by the Executive Committee or approved by the Initial Construction Committee during the Development Period. Notwithstanding the foregoing, neither the Executive Committee nor the Board of Directors shall have authority to require modification of covenants made by the owner of a lot containing a multi-family residential unit except as such lot, subject as provided in the Supplementary Declaration for such lot.

18. Time for Submittal of Proposals. The Executive Committee shall act on all matters properly before it within forty-five days after the receipt of a complete application as set forth herein by the Executive Committee. Failure to do so within the stipulated time shall constitute an automatic referral to the Board of Directors. Except when a request is being handled by the Executive Committee, the Board of Directors shall be obligated to respond to any properly submitted written application for approval of a proposed structure, addition, alteration or improvement within fifteen days after the first Board of Directors meeting held following such referral to the Board, and failure to do so within the stipulated time shall constitute an approval by the Board of Directors of the proposed structure, addition, alteration or improvement, as provided herein. That neither the Board of Directors nor Executive Committee has the right or power, either by action or failure to act, to make amendment to such covenants or acceptances from written design conditions without a specific finding stating the evidence or acceptance is a written instrument which shall be part of the records of the Association. Upon such written approval of any specific variance or acceptance from the requirements of the

Design Guidelines. All development conforming to such variation of standards shall be deemed to comply.

Section 9.1. Applications During the Development Period. After the 194-month period, the architectural review is primarily performed by one of two committees, the Committee on Applications (appointed to the Board of Directors) or the Initial Construction Committee (appointed by the Declarant).

(a) **Initial Construction.** The Declarant shall have the right to apply all Initial Design Guidelines for new projects during the Development Period and review and approve or disapprove the plans for the initial construction of any structure to be erected on the property, including without limitation the site development plan, architectural design, architectural materials, landscaping plans, exterior court layout, construction requirements and general appearance. Such Design Guidelines for initial construction, as they may be amended by the Declarant during the Development Period from time to time, are hereby incorporated herein by this reference and shall be enforceable as if set forth herein in full. In the alternative, the Declarant has the right to appoint an Initial Construction Committee, consisting of at least three persons to review such plans or as the Declarant's sole agent the Declarant may delegate such tasks to the Committee. The Initial Construction Committee may establish its own applications and procedures and may charge a fee for its review. Members of the Initial Construction Committee are not responsible to the Board of Directors. The Declarant or the Initial Construction Committee has the right to deny or require enforcement of such variance or exceptions from written Design Guidelines in a written instrument stating the reasons which shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Guidelines, all development conforming to such variance or exception shall be deemed to comply. The Declarant may appoint the Initial Construction Committee during the Development Period. After the Development Period ends, the Initial Construction Committee shall cease to exist. If the Declarant does not delegate the power necessary to an Initial Construction Committee or the Declarant determines that the Declarant may restrict the functions of the Initial Construction Committee. All costs and expenses of the Initial Construction Committee not covered by application fees shall be deemed a Common Expense.

(b) **Modifications and Final Enforcement.** Review of the plans for any additions, alterations or modifications to the exterior of existing improvements located on the property and possible violations of the Association Documents and Rules and Regulations by an owner, shall be conducted by the Committee on Applications in accordance with Section 9.1.

Section 9.2. Composition of the Committee. The 20 or more members of the Committee on Applications or the Initial Construction Committee may be appointed by the Association. One shall serve on the Committee on Applications or the Initial Construction Committee including approval of the Declarant and

and their technical or professional expertise as may be determined by the Board of Directors.

Section 8.4. AMENDMENTS, ALTERATIONS OR IMPROVEMENTS TO THE DESIGN.

(a) General.

(1) No Person shall make any addition, alteration, improvement or change to plans or to any lot other than the original and zoning zoning and not including areas within a building sitable from the original site because of the inconsistency of signs, signs, walls or sidewalk, without the prior written approval of the Committee. No Person shall make, after a sign has specifically prohibited by the rules and regulations in or added the existence of any improvement, including the signs and windows, without the prior written approval of the Committee. Approval by the Director, the Board of Directors or the Committee shall not release an owner from any obligation to obtain required governmental approvals and permits. Upon request, the owner shall submit all approvals and permits required by law to the Committee, the Board of Directors or the Director, as appropriate, prior to the commencement of the construction requiring such approval or permit. If any application for any governmental authority for an approval or a permit to make any such structural addition, alteration or improvement to any lot or improvement located on any lot required signature by the Board of Directors and provided approval has been given by the Director, the Board of Directors or the Committee, as appropriate, then the signature shall be signed on behalf of the Association by an officer or the managing agent without incurring any liability on the part of the officer, the Director, the Board of Directors, the Association, the Committee or any of them to any contractor, subcontractor or materials or approval of such addition, alteration or improvement or to any person having a claim for personal injury or property damage arising therefrom. Any addition, alteration or improvement upon any lot in violation of the Association Documents shall be deemed in violation, as the matter of the fact of the lot, in violation of the Association Documents including the Design Guidelines) within thirty days after notice of the violation.

(2) During the Development Period, the provisions of this section shall not apply to the owner or the Director or to any construction or alteration or existing improvements on any lot if such construction or alteration has been approved by the Director. The Director or an Owner, if approved by the Director, shall have the right to construct improvements or make alterations or existing improvements without the approval of the Board of Directors or the Committee and an authorized Officer shall sign the application required therefore.

(3) The provisions of this section shall not apply to a structure, the possession of a lot as a result of lot division, individual sale or conveyance to lots if specifically upon approval a sign or other notice that has to

NECESSARY TO BUILD OR MAKE ALL OR ANY PORTION OF THE LOT, IF SUCH PORTION BE IN ACCORDANCE WITH APPLICABLE ZONING AND OTHER REGULATIONS AND NOT CONTRARY TO THE VALUE OF THE PROPERTY.

(d) Limitations

(1) Any person obtaining approval of the Determining Committee shall substantially complete any construction of alterations within ninety days after the date of approval, or within such other period as specified in the approval. Notwithstanding the foregoing, the District may provide for a different period during which to commence or complete construction. If any such person does not complete the work within the time period after approval, or such other time period determined by the Committee, the approval shall lapse.

(2) Any person obtaining approval of the Determining Committee shall not deviate materially from the plans and specifications approved without the prior written approval of the Committee. Such person shall notify the Committee when the alterations or improvements are complete. Addition of any particular plans and specifications or design may not require the right of the Committee to disapprove such plans and specifications, or any violation or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other person.

(3) Certificate of Compliance. Upon the completion of any construction or alteration in accordance with plans and specifications approved by the Determining Committee, the Committee, at the request of the owner thereof, shall issue a certificate of compliance which shall be prima facie evidence that such construction or alteration complies with any ordinance has been approved by the Committee. The certificate shall not be used and may not be relied upon for any other purpose and shall not constitute a representation either as to the accuracy or sufficiency of the plans and specifications reviewed by the Committee or the quality or workmanship of the construction, alterations or improvements or as a substitute for governmental approval of permits. The Committee may impose a reasonable charge to cover the costs of inspection and preparation of such a certificate.

(4) Non-Compliance. With respect to certain construction, all references in the Declaration to the Determining Committee shall be deemed to mean the Department or the Council on Construction Committee designated by the District pursuant to Article 3.2 to provide architectural review of initial construction, and such initial construction shall be subject only to such limitations as determined by the District.

ARTICLE 11
INSURANCE

Section 11.1. ~~Insurance in Common Area~~

(a) The Board of Directors shall have the power and responsibility on behalf of the Association to: (i) purchase insurance policies relating to the Common Area and the activities of the Association; (ii) advise all insureds entitled under such policies and their heirs and assigns of the terms and conditions of such policies; (iii) advise all insureds entitled under such policies of the cost of all insurance policies purchased by the Board relating to the Common Area shall be a Common Expense of a Limited Common Expense, as appropriate. The Board of Directors, the Managing Agent and the Delinquent shall not be liable for failure to advise any coverage required by this Article or for any loss or damage resulting from such failure; (iv) if such failure is due to the unavailability of such coverage from available insurance companies; (v) if such coverage are available only at unreasonably unreasonable cost; or (vi) if the Board shall's insurance professionals advise that the coverage required by Section 11.1(a) is not available. Insurance coverage to be required under such policies purchased by the Board of the Association shall be added to the Board of Directors of the applicable representation. The Board of Directors shall promptly notify the Owners and Mortgagees of successful coverage cancellations, lapses or expiration of available coverage obtained in behalf of the Association.

(b) Each such policy shall provide that:

(1) The insurer waive any right to claim by way of subrogation against the Delinquent, the Association, the Board of Directors, the Managing Agent, any Owner or any member of an Owner's household;

(2) Such policy shall not be cancelled, revised, rated or suspended due to the conduct of any Owner, or such Owner's family or such Owner's household, including children, guests, employees, agents or invitees, or of any business or employee of the Board of Directors or the Managing Agent without a prior demand in writing that the Board or the Managing Agent give the Owners and Mortgagees notice to cancel such policy within thirty days after such demand and

(3) Such policy may not be amended or substituted without at least thirty days prior written notice to the Board of Directors, the Managing Agent and the Mortgagees, except cancellation for non-payment of premium shall require only ten days notice.

(4) All policies of insurance shall be written in reasonable compliance insofar as qualified to do business in Virginia.

(5) The deductible or retained limit of any or any insurance policy purchased by the Board of Directors shall be

a common expense for a limited common interest, as appropriate, including, but not limited to, the Association may, pursuant to Articles 2.11, 2.12 and 2.13, assess any common area which is damaged by the failure or neglect of an Owner against the lot owner by such Owner.

(c) The Association, as long as the Declaration shall not say otherwise, shall be protected by all such policies as set forth in Section 2.14.

Section 2.14. Physical Damage Insurance.

(a) The Board of Directors shall obtain and maintain a "blanket" form policy of insurance covering fire damage, theft, vandalism, malicious mischief, accidental damage (if applicable), cost of demolition, vehicle removal, and water damage, including any improvements located on the Common Area including without limitation any fixed elevators, fixtures and appliances, together with all air conditioning and heating equipment and other movable fixtures installed therein and covering the contents of the Association, to an amount equal to one hundred percent of the then current full insurable replacement cost of any improvements located on the Common Area (exclusive of the land, improvements, fixtures and other items normally excluded from such coverage), without deduction for depreciation (such amount to be re-evaluated periodically by the Board with the assistance of the insurance company effecting such coverage). The Board of Directors shall also obtain and maintain appropriate coverage on all personal property and shall retain other than the Common Area held by the Association.

(b) Each such policy shall also provide:

(1) a waiver of any right of the insurer to rescind, exclude or reduce any benefit or distribution, if a condition is made not to do so;

(2) the following endorsements (or equivalent) to the contract: (a) the amount that coverage shall not be precluded by any act or neglect of any individual or their heirs when such act or neglect is not within the control of the insured or the insured collectively; (b) any clause of the contract of the contract collectively, as simply with any warranty or condition with respect to any portion of the property over which the insured, or the insured collectively, have no control; (c) "cost of demolition"; (d) "contingent liability from operation of building laws or codes"; (e) "increased cost of construction"; (f) "reluctant party"; (g) "replacement cost" or a "guaranteed replacement cost"; and (h) "spread sheet" or "elimination of co-insurance" clause;

(3) that any "no other insurance" clause expressly exclude individual owners' policies from the operation so that the physical damage policy provided by the Board of Directors shall be deemed primary coverage and any individual owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board

IF DIRECTIVE WITHIN THE PERIOD OF 18 MONTHS FROM DATE OF ISSUANCE, WITH INFORMATION FURNISHED BY BOARD OF DIRECTORS, UNLESS OTHERWISE PROVIDED BY LAW.

(c) Each director shall be liable, but not discharge, as a member of the Board of Directors to the same extent as if he were a shareholder and not a director.

(d) In the event a policy includes any benefits payable on any life, such policy includes the standard benefit clause.

(e) Certificates of physical fitness required by an agent of the insurer, all contracts thereof, and any sub-policies or certificates and endorsements issued thereunder, together with proof of payment of premiums, shall be delivered by the insurer to any beneficiary requesting the same, at least ten days prior to any lapse, material modification or cancellation of the then current policy.

Section 17.1. Liability Insurance. The Board of Directors shall obtain and maintain sufficient general liability (including legal, slander, false arrest and libel) and liability coverage and property damage liability coverage on such limits as the Board may from time to time determine, covering the Association, each director, the managing agent, the officers and the employees of the Association against any liability to the public or to any class of such class's assets and such class's or group's or individual members, guests, employees, agents or invitees arising out of, or incident to the ownership or lease, custody, control and use of the Common Area or legal liability arising out of employment contracts of the Association. Such coverage shall be issued on a non-adversely affected basis and shall contain: (i) a non-adversely affected endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to or action against another named insured; (ii) broad and maximum bodily coverage; (iii) broad liability coverage with respect to events sponsored by the Association; (iv) inclusion of the terms, conditions, exclusions and amounts of amounts covered by the Association; and (v) a "severability of interests" endorsement which shall preclude the insured from denying liability coverage to an insured because of negligent acts of the Association or of another class. The Board of Directors shall review such limits each year, but in no event shall such coverage be less than one million dollars covering all claims for bodily injury or property damage arising out of the Association. The amount of "adversely affected" liability coverage in excess of the primary limits shall also be obtained in an amount not less than five million dollars.

Section 17.2. Other Insurance. The Board of Directors shall obtain and maintain:

(a) adequate fidelity coverage to protect against financial acts on the part of directors, officers, trustees and employees of the Association and all others who handle or are responsible for handling funds of the Association, including the

managing agent and witnesses. If the Association has delegated some or all of the responsibility for handling funds to a managing agent, such handling agent shall be covered by the same fidelity insurance, however the Board may determine to purchase additional fidelity coverage for the managing agent as well. Such fidelity insurance except for fidelity insurance obtained by the managing agent for his own personal use shall be under the Association as an obligee; (ii) be written in an amount not less than one-fourth the total special dividend for Common Shares or the amount required by the Mortgagees, the Federal National Mortgage Association of the Federal Home Loan Mortgage Corporation Ltd., whichever is greater; and (iii) contain a clause of no defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(f) If required by a majority of the Mortgagees or governmental regulations, flood insurance or attachment with the then applicable regulations for such coverage;

(g) FIDELITY INSURANCE (including if and to the extent necessary to meet the requirements of law including a voluntary employees' agreement) for all officers and employees;

(h) If appropriate, property, mechanical and electrical equipment including air conditioning equipment; coverage of a comprehensive fire to an amount not less than Fifty Thousand Dollars per accident per location;

(i) Directors and officers liability insurance to an amount not less than one million dollars; and

(j) such other insurance; (i) as the Board of Directors may determine; (ii) as may be required with respect to the Additional Loan by any agreement to this Declaration adding such Additional Loan; or (iii) as may be requested from time to time by a Majority Vote of the Board.

SECTION 10.3. Insurance as Loan

(a) General Insurance. Each Owner shall have the right to obtain insurance for such Owner's benefit, as well as the association, covering the insurable losses on such Owner's lot and Owner's personal liability. No Owner shall require or maintain insurable coverage on the Common Area insured by the Association or on its; (ii) determine the amount which the Board of Directors may require under any insurance policy maintained by the Board; or (iii) demand any insurance coverage maintained by the Board to be greater than contribution with insurance coverage obtained by an Owner. No Owner shall obtain separate insurable policies on the Common Area.

(b) Special Insurance as Loan. Each Owner of a lot containing a residential structure shall maintain as such Owner's own separate, or "all-risk" or "special" form policy of fire insurable with enhanced coverage on an amount equal to the hundred percent of the then current insurable replacement cost of

any improvements located on such Owner's lot. If the Board of Directors so requires, the Owner of such a lot shall purchase a certificate of insurance to the Board. If an Owner fails to obtain the insurance coverage required by this Article, the Board of Directors may purchase such insurance coverage on such Owner's behalf and charge the lot owner by such Owner's lot and such Owner of pursuant to Subsections 4.2(a) and 4.1(b) hereof. Notwithstanding the foregoing, the Association and the Board of Directors shall not be liable for the failure of any Owner to purchase insurance.

ARTICLE II

RESTORATION AND REPAIRSSection II.1. Common Areas

(a) Common Areas. Except as otherwise provided herein, if all or any part of any improvement located on the Common Area is damaged or destroyed by fire or other casualty, the Board of Directors shall advise the and supervise the prompt repair and restoration thereof (including without limitation any design, materials, finishes and appliances). If restoration of the improvements located on the Common Area is impractical, the Board of Directors may elect not to repair such impractical damage. However, any design not to repair or restore improvements on the Common Area shall be made in accordance with Section 4.4. If damaged improvements are not repaired, then the Board of Directors shall advise all residents of the damaged improvements and advise the site thereof to an acceptable condition compatible with the remainder of the Common Area and the balance of any insurance proceeds retained on account of such damage shall be placed in the appropriate reserve account. The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of improvements for purposes other than the repair, replacement or reconstruction of such improvements except in accordance with this section and Section 4.4.

(b) Site. If a building or other improvement located upon any lot is damaged or destroyed, the Owner thereof shall advise the site owner: (i) by repairing or reconstructing such building or other improvement; or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the property. Unless the relevant authority permits a longer time period, such work must be commenced within six months after the liability has been established and substantially completed within twelve months after the liability.

Section II.2. Insurance and Restoration and Repair of Common Areas

(a) Site Insurance. Immediately after a fire or other casualty causing damage to any portion of any improvement located on the Common Area, the Board of Directors shall obtain reliable and accurate estimates of the cost of repairing and

repairs such improvement including without limitation any floor coverings, fixtures and appliances; as a condition as well as that existing before such removal. Such items may also include professional fees and permits for such work as the Board of Directors determines to be necessary.

(b) Class and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of any improvement located on the Common Area, subject to any modifications required as changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible; provided, however, that other plans may be used if approved in accordance with Section 14.4.

Section 14.4. Disbursement of Reconstruction Costs for Common Area.

(a) Construction Fund and Disbursement. The proceeds of insurance collected in accordance with a casualty and the 1986 Act by the Board of Directors from the collection of assessments against the units pursuant to Section 14.3(a), or any other proceeds in Sections 14.2(c) and 14.1, shall constitute a reconstruction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(i) If the estimated cost of reconstruction and repair is less than twenty percent of the total Annual Assessment for Common Expenses for that fiscal year or upon the request of one or more Unitowners, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Virginia and employed by the Board of Directors to supervise such work, provided in no case from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other parties who have rendered services or furnished materials in connection with the work stating that: (a) the work requested by OAH is complete and twenty five and twenty and that such work or not exceeds the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials furnished; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the work of such certificate does not exceed the amount of the non-divisible fund remaining after payment of the work so requested. The Board of Directors shall be entitled to rely on such certificate.

(ii) If the estimated cost of reconstruction and repair is twenty percent or more of the total Annual Assessment for Common Expenses for that fiscal year or upon the request of one or more Unitowners, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Virginia and employed by the Board of Directors to supervise such work, provided in no case from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other parties who have rendered services or furnished materials in connection with the work stating that: (a) the work requested by OAH is complete and twenty five and twenty and that such work or not exceeds the value of the services and materials furnished; (b) there is no other outstanding indebtedness known to such architect for the services and materials furnished; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the work of such certificate does not exceed the amount of the non-divisible fund remaining after payment of the work so requested. The Board of Directors shall be entitled to rely on such certificate.

(b) Residuals. If the proceeds of insurance are not sufficient to satisfy such estimated costs of reconstruction

and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the Association's reserve for replacement funds or shall be deemed a Common Expense as defined herein. Expenses, as appropriate, and an assessment therefor shall be levied pursuant to Section 4.2.

(c) **Expenses.** The first monies disbursed by payment of the cost of reconstruction and repair shall be from insurance proceeds. If, after payment of the limits of the reconstruction and repair, and the return of any advance payments made by common pursuant to Section 11.5(B) as stipulated to these limitations of the return of advance payments by any other person as Sections 4.2(a) and 11.1, there remains any surplus fund, such fund shall be paid to the Association and shall be placed in the appropriate reserve account.

Section 11.F. Donations

(a) **Donations.** For the purposes of this Article, "taking" means an acquisition of all or any part of the Common Area or of any interest therein or right accruing thereon as a result of an idea of or an appropriation of the knowledge of the right of condemnation or eminent domain, or a transfer of title caused by the action of a governmental entity affecting the right of the Common Area of any part thereof so severely as to amount to condemnation.

(b) **Taking of Common Area.** If there is a taking of all or any part of the Common Area, then the Association shall notify the Board, and the Board of Directors shall act on behalf of the Association to commence therefor and to defend shall have any right to participate in the proceedings incident thereto. The award made for such taking shall be payable to the Association, to be disbursed as follows: If the taking involves a portion of the Common Area on which improvements have been constructed, then the Association shall restore or replace such improvements as taken or produce a portion of the Common Area, to the extent land is available therefor, in accordance with plans approved by the Board of Directors, which within sixty days after such taking the Board, during the Declared Capital Period or the term of a long-term contract then in effect the Declared Capital Period otherwise agreed. The provisions of Article 11 regarding the disbursement of funds following damage or destruction shall apply.

ARTICLE 11

COMPLAINT AND DISPUTE

Section 11.1. Dispute Resolution

(a) **Disputes.** Any dispute and such Owner's tenants and such Owner's (or related) employees, agents, guests, employees, agents or invitees, shall be governed by, and shall

comply with all of the terms of the Association Documents and the Rules and Regulations, as amended from time to time. A failure by an Owner to comply with the Association Documents or the Rules and Regulations shall constitute the Association, acting through its Board of Directors or through its managing agent, to the extent and such Owner's

13) **Additional Liability.** Each Owner of a Unit shall be liable to the Association for any sums incurred by the Association and the expense of all, unless released, rejected or such Owner's intent and such Owner's (or Owner's) household members' employees, agents or invitees, independent of contract or liability, shall only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in liability insurance rates occasioned by any, direct, conspiracy or abandonment of any loss of the Association. Nothing contained herein, however, shall be construed as waiving any waiver by any insurance company of its rights of subrogation. No limit, including without limitation legal fees, incurred as a result of a failure to comply with the Association Documents and Rules and Regulations by any Owner may be asserted against such Owner's

14) **Costs and Attorney's Fees.** In any proceedings arising out of any alleged default in an Owner or any such person or in the Association or any Director or Officer, the prevailing party shall be entitled to recover the costs of such proceedings and reasonable attorney's fees, even if the proceeding is settled prior to judgment.

15) **No Waiver of Rights.** The failure of the Association, the Board of Directors or an Owner to enforce any right, provision, covenant or condition which may be granted by the Association Documents shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any other person by any law, provision, covenant or condition of the Association Documents shall be deemed to be cumulative and the exercise of any one of these rights shall not be deemed to constitute an election of remedies, nor shall it preclude the person exercising the same from exercising such other privileges as may be granted to such person by the Association Documents, the law or by law as it may apply.

16) **Interest.** If a default by any Owner or person or the Association shall occur, interest at a rate not to exceed the interest rate then charged by the Federal Reserve Bank on delinquent loans may be charged by a similar agency of the Federal Government, may be imposed in the discretion of the Board of Directors or the individual, should the debt not be paid. The imposition of interest shall not preclude collection of a late charge fee shall a late charge levied

subject to SECTION 4.5 be considered intended subject to THE LIMITATIONS of this subsection.

(f) Enforcing and Enjoining Violations. The violation of any of THE RULES and REGULATIONS adopted by the Board of Directors or the Board of any provision of the ASSOCIATION DOCUMENTS shall give the Board of Directors the right, in addition to any other rights set forth in THE ASSOCIATION DOCUMENTS: (i) to enforce the portion of the property (including any undivided interest) to SECTION 5.1, in which, or in which, such violation or breach exists and continues to exist and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist (HEREIN referred to as "violation") and remedy of the provisions of the ASSOCIATION DOCUMENTS of the Rules and Regulations; and THE BOARD of Directors shall not abate or remove any violation in any manner of violation; (ii) to sue or threaten to sue any person or persons of the Association (including without limitation THE BOARD of Directors) or fail to enforce, stop or remedy by appropriate legal proceedings, either at law or in equity, the continuation of any such breach; PROVIDED, HOWEVER, that unless any satisfaction may be obtained or remedied (except in emergency) judicial proceedings shall be initiated. Where appropriate, the Board of Directors shall decide the due process procedures set forth in subsections 12.1.1(a) and (c).

(g) Legal Remedies. Failure to comply with any of the terms of THE ASSOCIATION DOCUMENTS or THE RULES and REGULATIONS shall be grounds for relief, including without limitation an order to enforce any such due to money damages, injunctive relief, rescission of the deed for payment of all assessments, any other relief provided for in the Association Documents and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by THE ASSOCIATION. The Board of Directors, the managing agent or, if appropriate, by any approved owner and shall not constitute an election of remedy.

(h) Charges and Expenses of Suits. The Board of Directors or the Committee shall, as appropriate, shall have the power to impose charges and to enforce: (i) THE right to sue in the Association pursuant to SECTION 5.1 of THE RULES; (ii) THE right to use the recreational facilities of any and other common area with that for access or utilization; and (iii) THE right in the case of an order found to be responsible for a violation of the Association Documents or THE RULES and REGULATIONS; PROVIDED, HOWEVER, that the Board or Committee shall not have an owner use of the COMMON AREA for ingress or egress to such owner's lot or for utility service; notwithstanding the foregoing, if a utility service is paid for as a Common Expense or a Limited Common Expense and an owner does not pay the assessment for such common expense or Limited Common Expense for a period of more than sixty days, then such utility service may be discontinued to such owner until payment of the assessment for such service is made; PROVIDED, HOWEVER, that such suspension shall not encroach the owner, safety or property of

any Order, breach or contempt. The Board is irrevocably constituted and possesses the right of an Inland or Water Corporation, and the right of such person's governing members, trustees, officers or servants to use the recreational facilities in any or other common areas other than the exercise of privileges for a reasonable period not to exceed sixty days. For any violation of any provision of any of the Association Documents or the Rules and Regulations or for any action during which any Association member or member's pet remains unpaid. Before any such charges or suspension may be imposed, the Person charged with such a violation shall be given notice and an opportunity for a hearing as set forth in Section 12.1.11 provided herein. That voting rights and the right to use the Common Area may be suspended due to non-payment of Assessments without giving the Person charged with the violation notice and an opportunity for a hearing as the rules set forth in the PMA Act or other law. Charges may not exceed Fifty Dollars (\$50.00) for each violation or Ten Dollars (\$10.00) per day for each violation of a continuing nature or such greater amount as may be permitted by law. No charge may be imposed for failure to pay an Assessment except as provided in the Documents. Charges are individual Assessments and shall be enforceable as such and shall also constitute a lien against a lot in accordance with Section 12.1.11. Filing of a Charge does not preclude the liability of an owner for assessment to the Association if such liability is provided by the Association. The Board of Directors or Committee consisting one or more persons in some certain other actions, including, without limitation, taking action or performing duty on a lot pursuant to Sections 2.1 and 7.1 without providing a hearing. The Board or Committee may deliberate privately, but shall either announce its decision in the presence of the respondent or give the respondent notice thereof.

(4) **See Section 12.1.11.** The Board of Directors of the Community Committee, before imposing any charge or taking action and action affecting one or more specific Owners shall afford full Person the following basic due process rights:

(a) **Notice.** The respondent shall be afforded prior written notice of any action, except when an emergency requires immediate action and, if notice is of nature or violation, an opportunity to cure which is reasonably under the circumstances. Prior to the imposition of any hearing, the notice shall also state that the respondent is entitled to a hearing. If a hearing is required pursuant to Section 12.1.11, notice of any violation or any hearing shall be sent by registered or certified United States Mail, return receipt requested, to the Owner of such Owner's address of record with the Association at least fourteen days prior to such hearing.

(b) **Hearing.** If the respondent is entitled to a hearing pursuant to Section 12.1.11 and requests in writing a hearing before such charge is imposed or action taken, then the imposition of the charge or the taking of the action shall be suspended until the respondent has an opportunity to be heard at a hearing at which the Board or Committee, as appropriate, discusses such charge or action. Full Person as respondent shall

have the right to be represented by such person's counsel, or such person's own counsel.

(3) **Appeal.** Upon receipt of a written request therefor made within ten days after the date of an action by the Governance Committee, the Board of Directors may allow any person named by the Board to have standing as an aggrieved party the right to appeal to the Board, and the Board may reconsider, review, modify or reverse any action taken by the Committee.

(4) **Enforcement.** The Board of Directors and the Governance Committee shall treat all members equitably, subject upon disciplinary proceedings, disciplinary and judicial action, even if informal, shall be applied to all members consistently.

(5) **Non-Payment Address.** If a non-Donor does not give the Secretary written notice of such Donor's name and the number of address of the Lot within thirty days after acquiring title to such lot then reasonable record-keeping costs incurred by the Association, as determined by the Board of Directors, may be assessed against such Donor's lot. The Board may not be liable the extent of such assessment from time to time. Such assessment shall be a lien against such Donor's lot as provided in Section 10-7.

Section 10-7. Lien for Assessments.

(1) **Lien.** In addition to any lien established by the PCH Act, the 1976 Revised Assessment of such Donor for Common Expenses, including Utilities Common Expenses, any Additional Assessment, any Additional Assessment or any other fee duly levied (including without limitation charges, amounts, late charges, contractual charges, costs of collection, ATTORNEY'S FEES, etc.), made pursuant to the Association Documents, is hereby declared to be a lien against any lot owned by such Donor, in accordance with this Declaration. Such Lien shall not expire until the lien shall apply to and encumber all of the lots that were owned, as of the date when payment was due, by the Donor from whom payment was due, and shall also apply to and encumber any and all lots thereafter acquired by that Donor from the time such Donor becomes the Owner thereof, with respect to Assessments, the lien is effective on the first day of each fiscal year of the Association and, as to Additional Assessments, individual assessments and other fees duly levied, the Lien is effective ten days after the date of notice by the Owner of such assessment or levy. The Board of Directors or the managing agent and its or her counsel shall retain as further evidence of any such lien, as such noted in further testimony, as may be required to perfect the establishment and priority of such lien by law. The Lien created by this Section shall be given to all liens and encumbrances heretofore recorded except mortgages, real estate taxes and other charges levied by governmental authority and have superior by law. The personal obligation of the Owner to pay such Assessments shall, in addition, remain such Donor's personal obligation and a debt to recover a money judgment for non-payment of any assessment or installment thereof, unless payment herein.

may be maintained without foreclosing or writing the Lien thereon intended to secure the same.

(b) **Acceleration.** If an Assessee neglects or omits to pay any or all installments, upon default by such Assessee of the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid assessments of such Assessee may be accelerated, at the option of the Board of Directors, and the entire balance of the Assessments may be declared due and payable in full by the service of notice to such effect upon the defaulting Assessee. If an Assessee is delinquent in payment of Assessments for three fiscal years, then the entire Assessment (including penalties in delinquency) shall be due and payable in full upon demand, upon receipt of notice of such demand by the defaulting Assessee.

(c) **Enforcement.** The Lien for Assessments may be enforced and foreclosed in any manner permitted by the laws of Virginia or by an action in the name of the Board of Directors, or the managing agent, acting on behalf of the Association. Any first mortgage sale is to be conducted in accordance with the provisions of the Code of Virginia, of any, or Title 55, Chapter 54-1 to 54-100 of the Code of Virginia (1970), as amended, applicable to the practice of practice of such as mortgages and deeds of trust, or in any other manner permitted or provided by law, subject the necessity of any such action to enforce the Assessments Lien, the same shall be required to pay a reasonable cost for the lot for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceedings shall have the right in the appointment of a receiver, if available under the law. The Association shall have the power to bid or the lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such lot, unless provided otherwise by the PDA but no other law.

(d) **Enforcement Expenses.** A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosure or writing the Lien securing the same, and a foreclosure may be maintained without foreclosing the property of any lot to recover a money judgment.

(e) **Assignment and Mortgage Foreclosure.** Notwithstanding any other provision herein to the contrary, the Lien of any Assessee (which is subject to the Association documents) shall not be lost by any conveyance, sale or assignment of the lot shall be subject to the same, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value and shall not be subject to any personal liability for such Assessee's unpaid Assessments. The Lien shall apply only to Assessments which have become due and payable prior to a sale or transfer of such lot pursuant to foreclosure of any mortgage in violation of the Lien. Such sale or transfer shall not release the holder of a Mortgage or the purchaser of the lot of such sale from liability for any Assessments thereafter becoming due, nor from the Lien of any such subsequent Assessee, which Lien shall have the same effect and be affirmed at the same volume as

provided herein. Notwithstanding any other provision of this Declaration, to the extent specifically permitted by Virginia Statute in the future, the Association's Lien shall include a Mortgage in the amount of any amount with or without interest which shall have become due (based on the budget adopted by the Association) in the absence of participation during the six month immediately preceding perfection of the Lien.

ARTICLE 11

NOTICES

Section 11.1. Notice to Board of Directors. Upon receipt, by owner who mortgages such owner's Lot shall notify the Board of Directors of the date and address of the mortgage. No mortgage shall be admitted to any Mortgagee's Lien under the Association's Lien unless such mortgage has notified the Board of Directors as required by Section 11.1 and has requested all rights under the Association's Lien.

Section 11.2. Notice to Mortgagee. Any holder of a mortgage who receives notice from the Association shall notify the Secretary of the Association to that effect by certified or registered United States mail, postage prepaid. Any such notice shall contain the name and address, including post office address of each mortgagee and the date of the person or office to whom notice from the Association should be directed. The mortgagee shall be responsible for keeping such information current. The Board of Directors shall notify mortgagee of the following:

(1) Any default by an owner of a lot, upon which the mortgagee has a mortgage, in paying Association's Lien, remains unpaid for sixty (60) days by any owner default, simultaneously with the notice sent to the delinquent owner. Failure to notify the mortgagee shall not affect the validity of the Association's Lien.

(2) Any event giving rise to a claim upon the Association's physical damage (including utility) which damage is irreparable located on the Common Area in excess of the budget of the annual budget for Common Expenses or if any loss incurred by the Association upon which the mortgagee holds a mortgage.

(3) All actions taken by the Association with respect to reconstruction of the Common Area on a lot upon which the mortgagee has a mortgage.

(4) Any termination, lapse or natural adverse modification to an insurance policy held by the Association at least ten days in advance.

(5) Any rating by condemnation or by eminent domain of the Common Area and the amount of the Association's contribution therefor.

(6) Any proposal by members of this Declaration or outside the Association, at least thirty days before any action is taken by members or directors and

(7) Any proposal to amend substantially the Articles of Incorporation, this Declaration or the Bylaws or to undertake an extraordinary action, at least ten days before any action is taken pursuant to Section 14.4.

SECTION 13.3. OTHER RIGHTS OF MEMBERS. Upon request, all Mortgagees or their authorized representatives shall have the right to receive notice of and to attend and to speak at meetings of the Association. All Mortgagees shall have the right to examine the Association's Records, Plans and Specifications and books and records of the Association and to require the production of selected actual financial reports and other proprietary information on the same terms as the Owners. A majority of the Mortgagees may have a request and shall be entitled to an audited financial statement for the preceding fiscal year of the Association prepared by the Association's accountants and provided within a reasonable time. A majority of Mortgagees shall have the right to require the Association to hire a professional manager.

ARTICLE 14

ASSIGNMENT, ASSIGNMENT RIGHTS

Section 14.1. Assignment by the Declarant. During the Development Period and subject to Section 14.2, the Declarant may unilaterally, without the approval or consent of the Association, of any owner, Mortgagee or Secondary Mortgage Market Agency, amend any provision of this Declaration or the Supplementary Declaration from time to time to: (i) make non-material, clarifying or corrective changes not materially adversely affecting any owner's rights or obligations hereunder; (ii) satisfy the requirements of the Fidelity in any jurisdiction, jurisdiction, agency, Secondary Mortgage Market Agency or Mortgagee; (iii) reflect the relocation of boundary lines between the Common Area and any lots or among any lots; (iv) amend, amend, amend such relocation is reflected in an approved subdivision or necessary line adjustment of all or any part of the Property; (v) amend the assignment of limited Common Area as required by Section 1.8(b); (vi) amend all or any portion of the additional land is consistent with Section 4.1; and (vii) amend amended land is consistent with Section 4.2.

Section 14.2. Assignment by the Association.

(a) **Owner Approval.** Subject to Sections 14.1, 14.3 and 14.4 the Association may amend this Declaration (and including a Supplementary Declaration) only with at least a two-thirds (2/3) vote of the Owners or with the written approval of Owners owning at least sixty-seven percent of the total number of votes.

(v) Amendments. An amendment by the Association shall be initiated by the President or by compliance with the procedure set forth in this Article, signed and countersigned by the President or Secretary of the Association, and recorded along the same records. No challenge to an amendment shall be made within one year after recording.

(vi) Supplementary Legislation. Absent of a Supplementary Declaration is governed by the provisions and amendments contained therein and the requirements of Section 14.4. A Supplementary Declaration may not include provisions inconsistent with the Declaration except as specifically provided by the Declaration in accordance with Section 4.1 hereof. Although the Declaration and Supplementary Legislation shall be construed to give effect to both in the case of conflicting provisions, the Declaration shall control.

Section 14.3. Restrictions on Amendment. Written notice of any proposed amendment to this Declaration or any Supplementary Declaration by the Association shall be sent to every owner on every copy of a DED subject to such Supplementary Declaration as laws of the State may require any action is taken. No amendment shall increase the financial obligations of an owner in a discriminatory manner or further restrict development in violation of a discriminatory covenant. No amendment to the Declaration shall diminish or impair the rights of the Declarant during the Development Period under the Declaration without the prior written consent of the Declarant. No amendment to the Declaration shall diminish or impair the express rights of the Mortgages under the Declaration without the prior written approval of at least fifty-one percent of the Mortgages. No amendment may modify the notice or the right of any owner to exercise without satisfying the approvals required by Subsections 14.4 (i) and (j), except as specifically provided in the Declaration, no provision of the Declaration shall be construed to grant to any owner or to any other person any priority over any rights of Mortgages.

Section 14.4. Supplementary Actions and Matters. Amendments. The provisions of this section shall not be construed to reduce the time that must be satisfied from Odomore when a greater time is required by the Act or other provisions of the Association documents nor shall it be construed to lessen the unilateral rights given to the Declarant pursuant to Section 1.9 and 14 to amend the Declaration or a Supplementary Declaration without the approval or consent of the Association or any owner or Mortgages or Secondary Mortgage Market Agency. In the event this section applies to amendments to a Supplementary Declaration, the approval of the Declarant required shall be deemed to refer only to the process set forth herein for such Supplementary Declaration.

(vi) Material Amendments to the Association Documents within any amendment making, including or affecting any provisions regarding:

(i) Assessment basis or Assessment Levels

- (1) any method of assessing or determining any charges to be levied against Owners;
- (2) reserves for upkeep of the Common Area;
- (3) Owners obligations;
- (4) allocation of rights to use the Common Area;
- (5) any scheme of regulation or enforcement of standards for upkeep, architectural control or other matters of improvement;
- (6) reduction of liability requirements;
- (7) resolution of repair of the Common Area;
- (8) the addition, amendment or withdrawal of land to or from the Property;
- (9) voting rights (except to reduce the Declarant's voting rights with the consent of the Declarant);
- (10) restrictions affecting lease or sale of a lot; and
- (11) any provision which is for the express benefit of the Property.

(B) ~~REVISIONS~~ ~~AMENDMENTS~~ OF THE ASSOCIATION:

10000001

(1) determining when to require professional management after the Declared Critical Period if professional management has been required by the Association Documents, a Majority Vote of the Owners, or a Majority Vote (or approval) of the Mortgagee;

(2) amending the Association or creating another A to include land not previously described as Additional Land which either: (i) increased the overall land area of the Property and Additional Land described in Paragraphs A and B by greater than ten percent; or land area is increased the amount of planned buildings by greater than ten percent; or (ii) is not adjacent to or along a public right-of-way or private street from the Property;

(3) subdividing, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring or relinquishing the boundaries of the Common Area except for:

(i) creating easements for utilities or other purposes (including shared use of the recreational facilities), or any to serve the Property or adjacent land which are not inconsistent with or which do not interfere with the intended use of such Common Area;

(ii) Relinquishing or conveying a portion of the Common Area to a public authority or a governmental entity;

(iii) Making improvements or remodeling in part of a Standby-Line attachment or otherwise pursuant to Section 1.21 and

(iv) Agreeing to an entity formed for similar purposes pursuant to a declaration or bylaws.

(4) Using insurance proceeds for purposes other than repair and remodeling of the insured improvements.

(5) Making capital improvements within than the scope of existing Common Area improvements during any period of ongoing maintenance while paying in excess of twenty percent in the aggregate of the total Annual Assessment for Common Expenses for the fiscal year.

(6) Open Assembly. Any material amendments or extraordinary action listed above must be approved: (a) in writing by Owners entitled to cast at least twenty-seven percent of the total number of votes entitled to be cast by Owners, including a majority of the votes entitled to be cast by Owners other than the Declarant during the Declarant Control Period, or (b) by at least a thirty-seven percent vote of the Owners, including a majority vote of Owners other than the Declarant during the Declarant Control Period, entitled to be cast at a meeting for approval of special amendments or extraordinary actions provided that: (a) at least twenty-five days notice of the meeting is provided to all Owners; (b) the notice of the meeting states the purpose of the meeting and contains a copy of summary of any material amendments or extraordinary actions proposed; and (c) the notice of the meeting also contains a copy of the proxy that can be used in lieu of attendance at the meeting.

(7) Class Approval. Any material amendments which modify the rights of any specific class of Owners, must also be approved in writing by Owners entitled to cast at least fifty-one percent of the total number of votes of such Owners or by at least a fifty-one percent vote of such Owners at a meeting held in accordance with subsection (6) above.

(8) Additional Material Amendments and Extraordinary Actions. The following amendments and actions must be approved in writing by Owners entitled to cast at least twenty-seven percent of the total number of votes in the Association, including a majority of the total number of votes entitled to be cast by Owners other than the Declarant during the Declarant Control Period, and the Declarant during the Development Period:

(i) amendments in addition to any provided in the Association documents regarding rights of first refusal or similar restrictions on the right of Owners to sell, provided to otherwise comply with:

- (2) termination of the Declaration or of the planed 3111 Development;
- (3) financing, issuing or consolidating the Association, except pursuant to a merger or consolidation with another similar entity formed for purposes similar to the purposes for which the Association was formed; or
- (4) members of all the Common Area, except to an entity formed for similar purposes pursuant to a consolidation or a merger.
- (5) **Business Judgment.** Any material statement or information which is not in compliance with (a) and (b) above shall not be approved by Fifty-one Percent of the Mortgagees. If a Mortgagee is notified of proposed amendments or actions of the Association in writing by certified or registered United States mail, return receipt requested, and such Mortgagee does not deliver a written response within sixty days (or such longer period of time as provided by statute, but in no event less than thirty days), such Mortgagee shall be deemed for the purposes of this Declaration to have approved such statement or action.
- (6) **Confidential Information.** Any statement by the Association concerning (a) or (b) shall be confidential if made only for the purposes of marketing technical advice or for identification. Any statement to the Association concerning either mortgagee to be identifying the application of provisions of the Declaration, contained in a Supplementary Declaration and applied to a specific portion of the Property, shall not be considered a material statement.
- (7) **Use of the Common.** When a Use Qualifier is in effect on a Mortgage, without the consent of OA, or when PMA insurance is in effect on a Mortgage, without the consent of PMA: (i) the Declaration may not exceed the description of Additional Land except as provided in Section 4.1; and (ii) during the Designated Rental Period, the Association may not take any action described in Section 11.4(a). Notwithstanding the above, PMA may apply for an easement on a lot within the Property as delineated by a line qualified by OA as required by PMA. In addition, during the Designated Rental Period, OA and PMA must be notified of all amendments to the Association Documents if such amendments have been previously approved by such agency. This provision may be satisfied only by PMA or OA.
- (8) **Contractors may be the Association during the Designated Rental Period.** All operations involving work during the Designated Rental Period shall extend beyond the Designated Rental Period must meet all parts (a) through (c) of the following criteria: (i) be for a term limited to two years or less; (ii) be terminated by the Association upon ninety days written notice; (iii) be contractually reasonable and comply with all entity not affiliated with the Association; and (iv) be approved by OA.

Section 14.9. County Approval. A number of provisions are included within this Declaration to comply with conditions of subdivision approval applicable to the Property of the Additional Land. No Supplementary Declaration or amendment, including an amendment withdrawing land as provided in SECTION 4.1 of this Declaration, shall deny the right and authority of the County to require compliance with subdivision approval conditions applicable to the Property without the prior written approval of the County.

ARTICLE 14

TERMINATION

Section 15.1. Termination Permitted by the Association. The covenants and restrictions of this Declaration shall run with the land and bind the Property and do in full force and effect in perpetuity except as provided as provided above or unless terminated as hereinafter provided. Except as provided in Section 14.9, the Association may terminate this Declaration only with the approval of owners entitled to vote as shown in the Declaration at the total number of votes. The termination shall be certified by the President as to compliance with the provisions set forth in this Article, signed and acknowledged by the President and Secretary of the Association and recorded among the Land Records. See Article 4 for provisions on withdrawing land.

Section 15.2. Restrictions. Written notice of the proposed termination shall be sent to every Owner and mortgagee at least thirty days before any action is taken. The Association may not be terminated during the Development Period without the prior written consent of the Government. Such termination shall not affect any permanent easements or other permanent rights or interests relating to the Property created by or pursuant to the Declaration Documents. In the event necessary, the termination agreement shall provide for the discharge or assignment of the recorded PLATS or interests granted to the Association herein to a successor entity which is accepting the Association's O&M and regulatory responsibilities. Any Lien which has arisen pursuant to the provisions of the Declaration shall remain in full force and effect despite termination of the Declaration until the amount secured thereby has been paid in full.

Section 15.3. Assignment of Common Area Open Spaces. Upon the dissolution of the Association after the payment of a charge or contribution, the assets of the Association shall be divided, conveyed and accepted to another company, corporation, partnership, trust or other organization or governmental agency devoted to purposes similar to those for which the Association was created or affected by declaration by the County, provided, however, that if a site plan is approved for the Property, or any portion thereof containing Common Area, which changes the design, layout or use of the Property in such a manner that the Common Area is no longer necessary to the use design, layout or use, then such Common Area and other associated assets of the Association may be distributed as agreed upon by the owners of

structure with the requirements of Section 14.8. If the structure is damaged or destroyed in consequence of a fire or an Other Cause than a Failure, then the common Area and other associated parts of the structure may be reconstructed as authorized by the Declaration.

ARTICLE 14

PARTY WALLS AND FENCES

Section 14.1. Respective Law Applicable. All matters relating to construction work and walls which would constitute a party wall as defined in this Article, to the extent consistent with the provisions of this Article, be subject to the common law of Virginia as modified by statute from time to time and as modified by this Article. If the construction of a party wall has been ordered by a court or decided with the necessary approval of the Board, an agreement for any remaining work to be done is hereby made. If a party wall serves more or less than one person it is serving the law shall be treated for the purposes of this Article as a separate party wall.

Section 14.2. Usage. The owners of lots served by a party wall shall provide for the use of such walls and shall share equally the cost of the system except as otherwise provided in this Article. No owner shall impair the structural integrity of any party wall nor diminish the fire protection afforded by any party wall.

Section 14.3. Construction in Case of Other Damage. If a party wall is destroyed or damaged by fire or other casualty, the following procedure shall be followed in order to restore such party wall:

(1) Within three days after the party wall shall notify the other owner served by the party wall of any proposal to repair the wall. If within ten days after such notice he is in emergency, within twenty-four hours after such notice of a more time allowed to give such notice; the other owner has not responded to the notice, then the owner giving notice may proceed with the repairs. Such repairs shall be substantially similar to the original construction and installation and of first class quality, but may be made with contemporary materials.

(2) If the other owner served by the party wall responds to the notice, the owners shall not together to repair the party wall. If the owners are unable to agree upon the notice to be taken, they shall submit the issue to arbitration in accordance with Section 14.1.

(3) If any owner rebuilds a party wall in accord with this Section, then the other owner shall contribute one-half of the cost thereof. An owner may, however, require a larger contribution from the other owner or refuse to contribute one-half of such costs, under any rule of law or equity regarding liability for negligence or willful acts or omissions.

14. To the extent that any failure to maintain party wall affairs the care and enjoyment of the Common Walls or appearance of the Dinerette, the Association may participate in the repair of the party wall and, in an emergency situation concerning life or property, may make such repairs without notice to the Owner. The Association may exempt the cost of such repairs against the Owner's responsibility for the damage or specifications from the repair pursuant to Article 8.1(a) and 8.1(a).

Section 18.4. Liability. Any Owner who by a negligent or willful act or omission causes or permits a party wall to be damaged shall pay the cost of repairing such party wall in its condition prior to such damage.

Section 18.5. Arbitration. In the event of any dispute between Owner concerning a party wall, the Owners on each side shall each select one arbitrator, and the arbitrators thus selected shall select one additional arbitrator. Arbitrators shall be qualified by experience and education to serve as such. Once selected, the arbitrators shall promptly agree upon the rules and parties of the arbitration proceedings and rules of evidence to be used in the arbitration. The arbitrators shall be requested to render a decision within twenty days after their appointment. The decision of a majority of the arbitrators shall bind the Owner and their successors in interest. The cost of arbitration shall be paid by the losing party unless the arbitrators determine that the cost should be otherwise allocated between the parties, in which case that allocation shall be binding.

Section 18.6. Signs and Other Devices. The provisions of this Article pertaining to party walls shall also govern any fence, other barrier or spaced improvement originally installed by the Developer as a barrier (except for fences or barriers installed in connection with construction activities) and to any replacement thereof authorized by the Board of Directors or the Governance Committee. However, the upkeep of any fence, other barrier or improvement shall be the responsibility of the Owner installing such fence, barrier or improvement unless different arrangements are agreed to by the existing Owner.

Section 18.7. Rights in Encroachments Made With Land. Rights and duties of contribution set forth in this Article and any other rules and policies created under the laws of Virginia shall run with the land and not encumbers or interests. This Article shall not preclude any right of a possessor in interest to recover any amount from a predecessor in title for which such predecessor was liable. Any portion of contributions set forth in this Article shall constitute a lien in favor of the Owner entitled to contribution against any Owner obligated to pay such contribution. Such lien shall not constitute a lien which shall apply to such amount and, if the lien had been owed, as of the date when payment was due, by the owner from whom payment was due, and shall also apply to and include any and all liens hereinafter applied by that owner from the time such Owner becomes the owner thereof. The lien created by this section

shall be given in all cases and circumstances except mortgages, leases, estate taxes and other charges levied by governments, authority being superior to law and the Association's Lien established pursuant to Article 11.

Section 14.5. Insurance Charge Assessed. If an Owner (including the Declarant) of any Lot shall, in order to receive benefit of a building on such Owner's Lot, erect or cause any work to be done or to be done by the Association, on a Lot of another Owner, such Owner is hereby granted an easement to do so, providing that the Deem shall use the Best Method, that the work be done in a timely and proper manner and shall ensure the easement be restored to its original condition, at the expense of the owner, and further provided that such easement shall not exist on the Lot of any other Owner if the purpose for the structure or erection is not receiving approval of either the Board of Directors or the Operating Committee of the Association, unless such approval has been given.

IN WITNESS WHEREOF, the undersigned have signed this Declaration to be signed pursuant to law and proper authority as of the date first set forth above.


SALEM LIMITED PARTNERSHIP
a Virginia Limited Partnership

By: Salem, Inc.
a Virginia Corporation



Name: ROBERT J. WILLIAMS
Title: Vice President

SALEM FIELDS COMMUNITY ASSOCIATION
a Virginia Limited Partnership



Name: ROBERT J. WILLIAMS
Title: Vice President

Salem, Virginia
County of Spotsylvania

40

I, the undersigned, a Notary Public in and for the State of Virginia, do hereby certify that Robert J. Williams, as Vice President of Salem, Inc. General partner of SALEM LIMITED PARTNERSHIP, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the partnership.

8:727.000

GIVEN UNDER MY HAND AND SEAL OF August 16 1908

James A. Brown SECRETARY

My commission expires: May 2, 1909

State of Michigan
County of Saginaw

I, the undersigned, a Notary Public in and for the Territory of Michigan, do hereby certify that James A. Brown is a Notary Public of said State of Michigan, and that he is duly qualified to perform the duties of the office, and has acknowledged the same before me in the aforesaid jurisdiction as a duly authorized officer of the Association.

GIVEN UNDER MY HAND AND SEAL OF August 16 1908

James A. Brown SECRETARY

My commission expires: May 2, 1909

EXHIBIT A

SUBMITTED REAL ESTATE

All of the existing exhibits to the Declaration for Sales
Plans remain unchanged and in full force and effect as recorded
with the Declaration for Sales Plans in Case Book 1415 at 1409
and among the Land records of SPOTSWYLDIA County, Virginia, as
amended from time to time.

60727-882

EXHIBIT B

NATIONAL SEAL SERVICE

All of the existing documents of the Department for the Seal Service remain unchanged and in full force and effect as returned with the Department for Seal Service in June 1946 as page 440 among the land records of Spotsylvania County, Virginia, as shown from time to time.

Spotsylvania County, Va.
I, the Clerk of the Court, do hereby certify that on the _____ day of _____ 19____, the _____ of _____ was presented and admitted to record, together with the correct certified acknowledgment.
The fee required by Section 20.24-1 is the amount of \$ _____, the same paid
Tax: _____ Clerk

RECORDED
INDEXED
MAY 1 1946
SPOTSYLVANIA COUNTY CLERK'S OFFICE

Salem Fields Community Association

Articles of Incorporation



FirstService
RESIDENTIAL

ARTICLES OF AMENDMENT AND RESTATEMENT
OF
ARTICLES OF INCORPORATION
SALEM FIELDS COMMUNITY ASSOCIATION, INC.

Pursuant to the provisions of Sections 13.1-886 through 13.1-889 of the Virginia Nonstock Corporation Act (Title 13.1, Chapter 10, Code of Virginia, 1950 edition), as amended, ("Act") the undersigned corporation, Salem Fields Community Association, Inc. ("Association") a Virginia nonstock corporation, hereby certifies to the Commonwealth of Virginia State Corporation Commission that:

FIRST: The name of the corporation is Salem Fields Community Association, Inc.

SECOND: The Articles of Incorporation for Salem Fields Community Association, Inc. are hereby amended and restated as attached.

THIRD: Salem Limited Partnership, the Class B owner, being the only member with voting rights at this time, approved the Amendment by unanimous consent as permitted by Section 13.1-841 of the Act on September 1, 1998, as evidenced by the signature of an authorized officer on the Consent of Class B Member attached hereto.

FOURTH: The Certificate of Amendment and Restatement shall become effective on the date of issuance.

IN WITNESS WHEREOF, the undersigned President of the Salem Fields Community Association, Inc. declares that the facts herein stated are true as of September 1, 1998.

SALEM FIELDS COMMUNITY ASSOCIATION,
INC., a Virginia
corporation

By:

Name: [Signature] Chair, President

CONSENT OF CLASS B MEMBER

Salem Limited Partnership which controls all the votes of the Class B Owner pursuant to Section 4.2(a) of the Articles of Incorporation for Salem Fields Community Association, Inc. and being the only member with voting rights at this time hereby approves and consents to the foregoing amendment and restatement of the Articles of Incorporation of Salem Fields Community Association, Inc.

SALEM LIMITED PARTNERSHIP
By: Salem, Inc.,
a Virginia corporation
General Partne

By: [Signature]
Name: J. [Signature]
Title: [Signature]

Date: September, 1998

AMENDED AND RESTATED ARTICLES OF INCORPORATION
FOR
SALEM FIELDS COMMUNITY ASSOCIATION
TABLE OF CONTENTS

Article Number	Section <u>Number</u>	Page Number
1	NAME	1
2	INTERPRETIVE PROVISIONS	1
	2.1. Definitions	1
	2.2. Construction of Association Documents	6
3	PURPOSES AND LIMITATIONS	6
4	MEMBERSHIP AND VOTING	7
	4.1. Membership	7
	4.2. Classes of Owners; Voting Rights	7
	4.3. Required Vote	8
	4.4. Cumulative Voting	8
5	BOARD OF DIRECTORS	8
	5.1. Initial Directors	8
	5.2. Election of Directors and Term of Office	9
	5.3. Qualifications; Election Procedures	10
	5.4. Action by Board of Directors	11
	5.5. Removal or Resignation of Directors	11
	5.6. Vacancies	12
6	INITIAL REGISTERED OFFICE AND AGENT	12
7	AMENDMENT	12
8	DISSOLUTION	13

ARTICLES OF INCORPORATION

FOR

SALEM FIELDS COMMUNITY ASSOCIATION

ARTICLE 1

NAME

The name of this corporation is Salem Fields Community Association which is hereby incorporated as a nonstock corporation pursuant to the Virginia Nonstock Corporation Act, Chapter 10 of Title 13.1 of the Code of Virginia (1950), as amended ("Act"). The duration of the corporation is perpetual.

ARTICLE 2

INTERPRETIVE PROVISIONS

Section 2.1. Definitions. Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Act. Capitalized terms used herein or in the Bylaws shall have the meanings specified for such terms below.

(1) "Additional Land" means the land so designated in Exhibit B to the Declaration, as amended from time to time, which the Declarant has reserved the right to submit to the Declaration and to the jurisdiction of the Association pursuant to Section 4.1 of the Declaration.

(2) "Articles of Incorporation" means the Articles of Incorporation for the Association filed with the Virginia State Corporation Commission, as amended from time to time.

(3) "Assessments" means the sums levied against the Lots to pay Common Expenses as provided in Article 6 of the Declaration.

(4) "Association" means Salem Fields Community Association and, with respect to the rights and obligations of the Association set forth in the Declaration, its successors and assigns.

(5) "Association Documents" means collectively these Articles of Incorporation, the Declaration, Supplementary Declarations and the Bylaws, all as amended from time to time.

Any exhibit, schedule, certification or amendment to an Association Document is an integral part of that document.

(6) "Board of Directors" or "Board" means the executive and administrative entity established by Article 5 of these Articles of Incorporation as the governing body of the Association.

(7) "Builder" means a Person (other than the Declarant) who is regularly in the business of and who purchases land or two (2) or more Lots within the Property for the purpose of constructing improvements for resale.

(8) "Bylaws" means the Bylaws of the Association, as amended from time to time.

(9) "Common Area" means, at any given time, all of the Property (other than Lots) then owned by the Association and available to the Association for the benefit, use and enjoyment of the Owners. "Common Easement Areas" means, at any given time, any easement available to the Association for the benefit or use of the Owners.

(10) "Common Expenses" means all expenses incurred by or on behalf of the Association, together with all sums determined by the Board of Directors to be reasonably necessary for the creation and maintenance of reserves pursuant to the provisions of the Association Documents.

(11) "County" means Spotsylvania County, Virginia. All references to approval by the County shall mean approval by the appropriate agency of the County, as determined by the Office of the County Attorney at that time.

(12) "Declarant" means Salem Limited Partnership, a Virginia limited partnership, or such other Person named as the Declarant in or pursuant to the Declaration.

(13) "Declarant Control Period" means the period of time beginning on the date of incorporation of the Association and ending on the earliest of: (i) the later of (A) the fifteenth (15th) anniversary of the date of recordation of the Declaration or (B) the fifth (5th) anniversary of the date of recordation of the most recent Supplementary Declaration adding Additional Land (provided, however, that once the Declarant Control Period has expired, the recordation of a subsequent Supplementary Declaration shall not reinstate the Declarant Control Period; and provided, further, that if the Declarant is delayed in the improvement and development of the Property due to a sewer, water or building permit moratorium or other cause or event beyond the Declarant's control, then the aforesaid period shall be extended for the period of the delay or three (3) years,

whichever period of time is less); (ii) the date seventy-five percent of the total number of planned dwellings permitted to be located on the Submitted Land or the Additional Land are initially occupied or owned by Owners other than the Declarant or a Builder (the foregoing number may be increased or decreased in accordance with any amendments to the Development Plan or approvals affecting the number of permitted dwellings or if Exhibits A or B are amended to describe land not originally described in Exhibits A or B which would allow an increased number of permitted dwellings or as otherwise provided in Section 4.2(a) of these Articles); (iii) the date specified by the Declarant in a written notice to the Association that the Declarant Control Period is to terminate; or (iv) the end of the Development Period.

(14) "Declaration" means the Declaration for Salem Fields made by the Declarant and recorded among the Land Records. The term "Declaration" shall include all amendments thereto and, except when the context clearly requires otherwise, all "Supplementary Declarations". "Supplementary Declaration" means any declaration: (i) submitting land to the terms of the Declaration and subjecting such land to the jurisdiction of the Association, whether or not such Supplementary Declaration contains additional provisions reflecting the unique characteristics of the land being submitted; or (ii) submitting a portion of the Property to such supplementary covenants in accordance with the provisions of Article 4 of the Declaration. A Supplementary Declaration may be part of a deed of subdivision

(15) "Development Period" means the period of time that the Declarant or any Builder is engaged in development or sales of the Property or the Additional Land or activities relating thereto, during which time the Declarant is entitled to exercise certain "Special Declarant Rights" under the Association Documents. Special Declarant Rights are described in Article 5 of the Declaration. When all the Submitted Land is owned by Owners other than the Declarant (or a lender holding Special Declarant Rights) or a Builder, all the Additional Land is owned by Owners other than the Declarant (or a lender holding Special Declarant Rights) and all of the Declarant's bonds held by a governmental agency with respect to the Property and the Additional Land have been released, then the Development Period shall end.

(16) "Development Plan" means the general development or site plan or plans for the Submitted Land or the Additional Land as approved by the County and as amended from time to time. Although the Declarant intends to develop the Submitted Land and the Additional Land substantially in accordance with the Development Plan, the Declarant reserves the right to modify the Development Plan subject only to the requirements and procedures of the County.

(17) "Land Records" means the land records of Spotsylvania County, Virginia.

(18) "Lot" means a portion of the Property which is a separate, subdivided lot of record or any other parcel of Submitted Land held in separate ownership (but not including land designated as Common Area and owned by the Association or land dedicated for public street or utility purposes), together with any improvements now or hereafter appurtenant thereto.

(19) "Majority Vote" means a simple majority (more than fifty (50) percent) of the votes entitled to be cast by Owners present in person or by proxy at a duly held meeting of the Owners at which a quorum is present. Any vote of a specified percentage of Owners means that percentage with respect to the number of votes actually cast by Owners present in person or by proxy at a duly held meeting of the Owners at which a quorum is present. Any vote of a specified percentage of the Board of Directors (or committee) means that percentage with respect to the number of votes entitled to be cast by directors (or committee members) present at a duly held meeting of the Board (or committee) at which a quorum is present. Any vote of or approval of a specified percentage of the Mortgagees means a vote of or approval (whether actual or presumed) by the Mortgagees calculated according to the number of votes allocated to the Lots (or the Owners of the Lots) on which a Mortgage is held by a Mortgagee.

(20) "Mortgagee" means an institutional lender (one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities) which holds a first mortgage or first deed of trust ("Mortgage") encumbering a Lot and which has notified the Board of Directors of its status in writing and requested all rights under the Association Documents pursuant to Section 13.2 of the Declaration. Only for the purposes of the notice and inspection rights in Articles 13, 14 and 15 of the Declaration, the term "Mortgagee" shall also include the Federal Housing Administration (FHA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Department of Veterans Affairs (VA), the Government National Mortgage Association (GNMA) and any other public or private secondary mortgage market agency participating in purchasing, guaranteeing or insuring Mortgages which has notified the Board of Directors of such participation in writing ("Secondary Mortgage Market Agency"). Where the approval of Mortgagees is required, such approval means: (i) written approval; (ii) any written waiver of

approval rights; (iii) a letter stating no objection; or (iv) presumptive approval if a Mortgagee does not respond to a notice sent by certified or registered United States mail, return receipt requested, within thirty days after the date the request for approval is transmitted in accordance with the notice requirements of Article 10 of the Bylaws and Sections 13.2 and 14.4 of the Declaration.

(21) "Officer" means any Person holding office pursuant to Article 6 of the Bylaws.

(22) "Owner" means one or more Persons who own a Lot in fee simple, but does not mean any Person having an interest in a Lot solely by virtue of a contract or as security for an obligation. The term "Owner" is also used to mean a member of the Association.

(23) "Person" means a natural person, corporation, partnership, association, trust or other entity capable of holding title or any combination thereof.

(24) "Property" means, at any given time, the Submitted Land together with all improvements and appurtenances thereto now or hereafter existing.

(25) "Rules and Regulations" means the rules and regulations governing the use, occupancy, operation, Upkeep and physical appearance of the Property adopted from time to time by the Board of Directors.

(26) "Submitted Land" means the land designated as such in Exhibit A to the Declaration and all land which is from time to time submitted to the Declaration.

(27) "Upkeep" means care, inspection, maintenance, snow and ice removal, operation, repair, repainting, remodeling, restoration, renovation, alteration, replacement and reconstruction.

Section 2.2. Construction of Association Documents.

(a) Captions. The captions are provided only for reference, and shall not be deemed to define, limit or otherwise affect the scope, meaning or effect of any provision of the document in which used.

(b) Pronouns. The use of the masculine gender shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

(c) Severability. Each provision of an Association Document is severable from every other provision, and the invalidity or unenforceability of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Association Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent lawful, the provision shall be enforced.

(d) Interpretation. If there is any conflict among the Association Documents, the Declaration and thereafter, the applicable Supplementary Declaration shall control, except as to matters of compliance with the Act, in which case the Articles of Incorporation shall control. Specific provisions shall control general provisions, except that a construction consistent with the Act shall in all cases control over any construction inconsistent with the Act. The provisions of the Bylaws shall control over any conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Association Documents. The Association Documents shall be construed together and shall be deemed to incorporate one another in full. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others.

ARTICLE 3

PURPOSES AND LIMITATIONS

The Association does not contemplate pecuniary gain or profit to the Owners. No part of any net earnings shall be paid to any director, Officer or Owner, and as such they will have no interest in or any title to any of the property or assets of the Association except in accordance with the provision herein relating to dissolution. Nothing shall prohibit the Association from reimbursing its directors and Officers for services performed or for all reasonable expenses incurred in performing services for the Association. The purposes for which the Association is organized are to:

- (1) provide for the Upkeep of the Common Area and, to the extent provided in the Association Documents, of the Lots;
- (2) establish and administer the architectural, landscaping and maintenance standards governing the Property;
- (3) promote and provide for the health, safety, convenience, comfort and the general welfare of the Owners of the Lots and the occupants of the Property;

(4) impose, collect and disburse dues, Assessments, and charges in accordance with the provisions of the Bylaws and the Declaration;

(5) exercise all other powers and perform all duties and obligations of the Association as set forth in the Association Documents; and

(6) exercise the powers now or hereafter conferred by law on Virginia nonstock corporations as may be necessary or desirable to accomplish the purposes set forth above.

ARTICLE 4

MEMBERSHIP AND VOTING

Section 4.1. Membership. Members of the Association shall at all times be, and be limited to, the Declarant (during the Development Period) and the Owners. If more than one Person owns a Lot, then all of such Persons shall collectively constitute one Owner and be one member of the Association. The Declarant and each such Person is entitled to attend all meetings of the Association. Membership in the Association is mandatory and automatic with ownership of a Lot.

Section 4.2. Classes of Owners - Voting Rights.

(a) Classes; Voting Rights. The Association shall have the following classes of Owners (members):

The Class A Owners shall be the Owners, other than the Declarant during the Declarant Control Period. A Class A Owner shall have one vote for each Lot owned.

The Class B Owner shall be the Declarant. During the Declarant Control Period, the Class B Owner shall have 4,500 votes less three votes for each vote held by a Class A Owner other than a Builder when a vote is taken. If (i) the land described in Exhibits A or B is rezoned or the Development Plan is amended to permit a greater number of dwellings (or the Declarant obtains other approval to permit a greater number of dwellings) to be constructed than permitted at the time the Declaration is recorded, then the number of votes of the Class B Owner described above shall be increased by three times the number of additional dwellings permitted; or (ii) all or any portion of the land that was not originally described in Exhibits A or B to the Declaration is subjected to the Declaration, then the number of votes of the Class B Owner described above shall be increased by three times the number of dwellings that would be permitted on any Lots located on the whole of such residential land if such land were fully developed under the then applicable

zoning and subdivision ordinances and subjected to the Declaration.

After the Declarant Control Period expires, the Declarant shall have one (1) vote as a Class B Owner and the Declarant shall also become a Class A Owner and have Class A votes with respect to the Lots owned by the Declarant. The Class B membership shall expire at the end of the Development Period.

Any Person qualifying as a member of more than one voting class may exercise those votes to which such Person is entitled for each such class.

(b) Additional Provisions governing Voting. Additional provisions governing voting rights and procedures shall be as set forth in Article 3 of the Bylaws.

Section 4.3. Required Vote. A Majority Vote of the Owners shall be necessary for the adoption of any matter voted upon, except as otherwise provided in the Association Documents. Directors shall be elected as provided in Article 5 below. The Bylaws shall be amended only in accordance with the terms thereof. The Association is also bound by the requirements set forth in the Declaration and shall not take any action in violation thereof. Voting shall not be conducted by class, unless specifically stated otherwise.

Section 4.4. Cumulative Voting. There shall be no cumulative voting.

ARTICLE 5

BOARD OF DIRECTORS

Section 5.1. Initial Directors. Intentionally Omitted.

Section 5.2. Election of Directors and Term of Office

(a) Declarant - Controlled Board of Directors. The initial Board of Directors consists of three (3) directors; thereafter, the number of directors may be increased to not more than five (5) directors pursuant to this section and Section 4.2 of the Bylaws. All directors shall be elected by the Class B Owner who shall elect, remove and replace such directors at will, and designate the terms thereof, until the meeting described in Section 5.2(b) below is held at which all Owners with voting rights are entitled to elect a majority of the directors. The term of office of at least one (1) but fewer than three (3) of the directors elected by the Class B Owner at the first election of directors shall expire at the third annual meeting following their election, the term of office of at least one (1) but fewer than three (3) of the directors shall expire at the second annual

meeting following their election and the term of office of at least one (1) but fewer than three (3) of the directors shall expire at the first annual meeting following their election. The actual number of directors whose terms of office expires at each of the three annual meetings described in the preceding sentence shall be one-third (1/3) (or a whole number as near to one-third of the total number of directors as possible) of the total number of directors. Thereafter, each director shall serve for a three-year term. If the aggregate number of directors is changed, terms shall be established so that one-third (1/3) (or a whole number as near to one-third (1/3) of the total number of directors as possible) of the total number of directors is elected each year.

(b) Owner-Controlled Board of Directors. At the earlier of: (i) the first annual meeting of the Association following the end of the Declarant Control Period or (ii) a special meeting called within 120 days after the end of the Declarant Control Period by the Class B Owner to transfer control of the Board of Directors, the number of directors shall be increased to five (5) and all but two (2) of the directors elected by the Class B Owner shall resign. During the Development Period, the Class B Owner shall have the right to elect, remove and replace two (2) directors. The remaining directors shall be elected by all Owners having voting rights, including the Declarant. After the Class B membership has expired, the two (2) director positions previously voted upon solely by the Class B Owner shall be voted upon by all Owners having voting rights or the total number of directors may be reduced by amendment to the Bylaws.

Persons elected shall serve for the remainder of the terms of the directors replaced or, if no resignation was required, for the terms of office necessary so that the term of office of one-third (1/3) (or a whole number as near to one-third (1/3) of the total number of documents as possible) of the directors shall expire at the first three (3) annual meetings after their election. The directors receiving the greatest number of votes shall be elected for the longest available terms. All successor directors shall be elected to serve for staggered terms of three years each, unless elected to fill a vacancy, in which case such director shall serve as provided in Section 5.6 below. Except for death, resignation or removal, the directors shall hold office until their respective successors shall have been elected. If an election is not held when required, the directors holding over shall have the authority and power to manage the business of the Association until their successors are duly elected.

Section 5.3. Qualifications; Election Procedures.

(a) Qualifications. No person shall be eligible for election as a director unless such person is an Owner, an Owner's tenant, an Owner's spouse, an officer, trustee, general partner (or officer or partner of the general partner) or agent of an Owner, the Declarant (or a designee of the Declarant) or a Mortgagee in possession (or a designee of a Mortgagee in possession). No Class A Owner or representative of such Owner shall be elected as a director or continue to serve as a director if such Owner is more than sixty (60) days delinquent in meeting financial obligations to the Association or found by the Board of Directors after a hearing to be in violation of the Association Documents or Rules and Regulations.

(b) Nominations. Persons qualified to be directors (except directors elected solely by the Class B Owner) may be nominated for election only by a nominating petition submitted to the Secretary at least twenty-five (25) days before the meeting at which the election is to be held. The nominating petition must be signed by three other Owners and either signed by the nominee or accompanied by a document signed by the nominee indicating the willingness of the nominee to serve as a director; provided, however, that additional nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors for which no more than one (1) Person has been nominated by petition. The nominee must either be present at the meeting and consent to the nomination or have indicated in writing the willingness to serve as a director.

(c) Elections Committee. Prior to each meeting of the Association at which the directors are elected by Owners other than the Class B Owner, the Board of Directors shall appoint an Elections Committee consisting of one (1) director whose term is not then expiring and at least two other persons who are not directors. The Elections Committee shall develop election procedures and administer such procedures as are approved by the Board providing for election of directors by ballot of the Owners at annual meetings and, where appropriate, special meetings.

(d) Declarant Control Period. Notwithstanding any other provision of this section, during the Declarant Control Period the Board of Directors may waive or modify any requirements under this section.

Section 5.4. Action by Board of Directors. At all meetings of the Board of Directors a majority of the total number of directors shall constitute a quorum for the transaction of business. A Majority Vote of the directors while a quorum is present shall constitute a decision of the Board of Directors, unless otherwise provided in the Act, these Articles of Incorporation or the Bylaws. The Board of Directors may not mortgage, pledge or dedicate to the repayment of indebtedness or otherwise transfer,

convey or encumber any or all of the Association property without the approval of the Owners and Mortgagees as required by Section 14.4 of the Declaration.

Section 5.5. Removal or Resignation of Directors. Except with respect to initial directors, directors elected solely by the Class B Owner and replacements thereof, at any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by the Owners entitled to cast a majority of the total number of votes entitled to elect such director, or as otherwise provided in the Act, and a successor may then and there be elected to fill the vacancy thus created.

Any director whose removal has been proposed by the Owners shall be given at least ten days notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. The notice given to Owners of such meeting shall state that one of the purposes of the meeting is to remove such director. A director may resign at any time by giving notice to the Board of Directors, the President or the Secretary. Unless otherwise specified, such resignation shall take effect upon the receipt thereof and the acceptance of such resignation shall not be necessary to make it effective. Except for directors elected solely by the Class B Owner, a director shall be deemed to have resigned upon disposition by the Owner of the Lot which made such person eligible to be a director, or if such director is not in attendance at three (3) consecutive regular meetings of the Board without approval for such absence, and the minutes reflect the director's resignation pursuant to this section. The Declarant as the Class B Owner may remove and replace at will any initial director or director elected by the Class B Owner.

Section 5.6. Vacancies. Vacancies on the Board of Directors caused by any reason other than: (i) the removal of a director by the Owners; or (ii) removal or resignation of an initial director or a director elected solely by the Class B Owner shall be filled by a Majority Vote of the remaining directors at the meeting of the Board held for such purpose promptly after the occurrence of such vacancy or, if the directors remaining in office constitute fewer than a quorum, an affirmative vote of the majority of the directors remaining in office even though the directors present at such meeting constitute less than a quorum. Each person so elected shall be a director until a successor shall be elected at the next annual meeting of the Association. Vacancies caused by removal of a director by the Owners shall be filled by a vote of the Owners and the successor director shall serve the remainder of the term of the director being replaced. The Class B Owner shall elect the successor to an initial director or any director elected by

the Class B Owner. The term of a replacement director shall expire so that the staggered terms shall remain unaffected.

ARTICLE 6

INITIAL REGISTERED
OFFICE AND A ENT

Intentionally Omitted.

ARTICLE 7

AMEN MENT

These Articles may be amended if the amendment is adopted by at least a Sixty-Seven Percent Vote of the Owners, pursuant to Section 13.1-886 of the Act. No amendment to these Articles may diminish or impair the rights of the Declarant without the approval of the Class B Owner, if any. The Association shall take no action to amend the Articles of Incorporation which would violate the provisions of Section 14.4 of the Declaration.

ARTICLE 8

DISSOLUTION

The Association may be dissolved pursuant to a merger or consolidation with an entity formed for similar purposes, if the resolution to dissolve is adopted by at least a Sixty-Seven Percent Vote of the Owners, including the Class B Owner, if any; otherwise, dissolution of the Association must be approved by Owners entitled to cast sixty-seven percent of the total number of votes in the Association, including a majority of the total number of votes entitled to be cast by Owners other than the Declarant, and by the Declarant during the Development Period. The Association shall take no action to dissolve the Association or transfer Common Area which would violate the provisions of Sections 14.4 and 14.5 of the Declaration.

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Salem Fields Community Association

Bylaws



FirstService
RESIDENTIAL

BYLAWS
FOR
SALEM FIELDS COMMUNITY ASSOCIATION

ARTICLE 1

INTERPRETIVE PROVISIONS

Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Virginia Nonstock Corporation Act ("Act"). Definitions, terms and other interpretive provisions set forth in Article 2 of the Articles of Incorporation for Salem Fields Community Association ("Articles of Incorporation") and in Section 1.1 of the Declaration for Salem Fields ("Declaration") are equally applicable to these Bylaws.

ARTICLE 2

MEETINGS OF OWNERS

Section 2.1. Annual Meetings. The first annual meeting of the Association shall be held not later than the first anniversary of the incorporation of the Association which occurs after there is an Owner other than the Declarant or a Builder, at such time and place as may be fixed by a resolution of the Board of Directors. Subsequent annual meetings of the Association shall be held on weekdays (other than legal holidays recognized as such in Virginia) at least ten (10) months but not more than fourteen (14) months after the preceding annual meeting.

Section 2.2. Special Meetings. The Association shall hold a special meeting: (1) upon the call of the President; (2) if so directed by resolution of the Board of Directors; (3) upon a petition presented to the Secretary and signed by Owners entitled to cast at least ten percent (10%) of the total number of votes (excluding the Declarant's votes); or (4) upon request of the Declarant during the Development Period. The signatures on a petition requesting a special meeting shall be valid for a period of one hundred-eighty (180) days after the date of the first such signature. Such resolution, petition or request must: (1) specify the time and place at which the meeting is to be held; (2) either specify a date on which the meeting is to be held which will permit the Secretary to comply with Section 2.3, or else specify that the Secretary shall designate the date of the meeting; (3) specify the purposes for which the meeting is to be

held; and (4) be delivered to the Secretary. No business other than that stated in such resolution, request or petition shall be transacted at such special meeting.

Section 2.3. Notice of Meetings.

(a) Content and Timing. Written notice stating the place, date and time of each annual meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given by the Secretary (or as directed by the Secretary) to each Owner entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. The giving of notice in the manner provided in this section and Article 10 shall be considered service of notice.

(b) Extraordinary Actions. Notwithstanding the provisions of Subsection (a), notice of a meeting to act on an amendment to the Articles of Incorporation, a plan of merger or consolidation or dissolution of the Association shall be given in the manner provided above not less than twenty-five (25) nor more than sixty (60) days before the date of the meeting. Any such notice shall be accompanied by a copy of the proposed amendment, plan of merger or consolidation or dissolution.

Section 2.4. Waiver of Notice of Meetings.

(a) Written Waiver. Whenever any notice is required to be given of any meeting of the Association, a written waiver signed by an Owner entitled to such notice, whether given before or after the meeting, shall be equivalent to the giving of such notice to that Owner and such waiver shall be delivered to the Secretary for inclusion in the minutes or filing with the Association records.

(b) Waiver by Attendance. An Owner who attends a meeting shall be conclusively presumed to have had timely and proper notice of the meeting or to have duly waived notice thereof, unless such Owner attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting.

Section 2.5. Quorum. A quorum shall be deemed to be present throughout any meeting of the Association if Owners entitled to cast at least ten percent (10%) of the total number of votes are present, in person or by proxy, at the beginning of such meeting. Once an Owner is present at a meeting, such Owner is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new

Record Date is set for that adjourned meeting. When voting on any matter requiring a vote by a specified percentage of each class of Owners or of a specific class of Owners, a quorum of each class of Owners or the specific class of Owners must be present in person or by proxy.

If at any meeting of the Association a quorum is not present, a majority of the Owners who are present at such meeting in person or by proxy may recess or adjourn the meeting to such date, time and place as such Owners may agree not more than thirty (30) days after the date and time the original meeting was called. At the meeting, the Secretary shall announce the date, time and place to which the meeting is recessed or adjourned and make other reasonable efforts to notify all Owners of the date, time and place at which such meeting shall be resumed.

Section 2.6. Order of Business. Unless otherwise specified in the notice of the meeting, the order of business at all meetings of the Association shall be as follows: (1) roll call (proof of quorum); (2) proof of notice of meeting; (3) adoption of minutes of preceding meeting; (4) reports of officers; (5) report of Board of Directors; (6) reports of committees; (7) appointment of inspectors of election (when so required); (8) election of directors (when so required); (9) unfinished business; and (10) new business; provided, however, that balloting for election of directors may commence at any time at the direction of the presiding officer.

Section 2.7. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at such meetings. The President may appoint a parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order, Newly Revised, shall govern the conduct of all meetings of the Association when not in conflict with the Act or the Association Documents.

Section 2.8. Record Date to Determine Owners; List of Owners. The date and time for determining which Persons are Owners and therefore entitled to vote ("Record Date") shall be the close of business on the tenth (10th) business day before the effective date of the notice to the Owners of the meeting, unless the Board of Directors shall determine otherwise. The Board shall not fix a Record Date more than seventy (70) days before the date of the meeting or other action requiring a determination of the Owners, nor shall the Board set a Record Date retroactively. At least ten (10) days before each meeting, the Secretary shall make a complete list of Owners, with the address

of each, available for review by the Owners before and during the meeting. The list shall be current as of the Record Date.

Section 2.9. Action by Owners Without Meeting. Any action required or permitted to be taken at a meeting of the Association may be taken without a meeting if written consent, setting forth the action so taken and signed by all of the Owners entitled to vote with respect to the subject matter thereof, is delivered to the Secretary for inclusion in the minutes or filing with the Association records. Such consent shall have the same force and effect as a unanimous vote of the Owners.

ARTICLE 3

VOTING

Section 3.1. Voting Rights. The voting rights of the Owners of the Association shall be as set forth in Section 4.2 of the Articles of Incorporation.

Section 3.2. Additional Provisions Governing Voting.

(a) Association Votes. If the Association is an Owner, the Association shall cast its votes with the majority with respect to any Lot it owns, and in any event such votes shall be counted for the purpose of establishing a quorum.

(b) Multiple-Person Owners. Since an Owner may be more than one Person, if only one of such Persons is present at a meeting of the Association or signs a consent, approval or a proxy, that Person shall be entitled to cast the Owner's votes. If more than one of such Persons is present or otherwise gives a consent or approval, the vote, proxy, approval or consent appertaining to that Owner shall be cast only in accordance with unanimous agreement of such Persons. Such unanimous agreement shall be conclusively presumed if any of them purports to cast the vote appertaining to that Owner or to give an approval, consent, or proxy without protest being made forthwith by any of the other Persons constituting such Owner to the person presiding over the meeting or being otherwise indicated to the Association prior to the taking of the action. If such Persons do not agree unanimously as the manner in which the vote is cast, such Owner's vote will be treated as if it was not cast.

(c) Voting Certificate. If an Owner is not a natural person, the vote by such Owner may be cast by any natural person authorized by such Owner. Such natural person must be named in a certificate signed by an authorized officer, partner or trustee of such Owner and filed with the Secretary; provided, however,

that any vote cast by a natural person on behalf of such Owner shall be deemed valid unless successfully challenged prior to the adjournment of the meeting at which the vote was cast or within ten days of such meeting by the Owner entitled to cast such vote. Such certificate shall be valid until revoked by a subsequent certificate similarly signed and filed. Wherever the approval or disapproval of an Owner is required by the Association Documents, such approval or disapproval may be made by any Person who would be entitled to cast the vote of such Owner at any meeting of the Association.

(d) Delinquency. No Class A Owner may vote at any meeting of the Association or be elected to serve on the Board of Directors if payment by such Owner of any financial obligation to the Association is delinquent more than sixty (60) days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

Section 3.3. Manner of Voting.

(a) At a Meeting. Voting by Owners at a meeting shall be by voice vote (except for the election of directors which shall be by written ballot) unless the presiding officer determines otherwise or any Owner present at the meeting, in person or by proxy, requests, and by a Majority Vote the Owners consent to, a vote by written ballot indicating the name of the Owner voting, the number of votes appertaining to such Owner, and the name of the proxy of such ballot if cast by a proxy. There shall be no cumulative voting.

(b) By Referendum. In the sole discretion of the Board of Directors, elections of directors (or other matters permitted by law) requiring a vote of the Owners may be submitted to a referendum of the Owners on a ballot, by mail or at polling places. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board of Directors shall determine the method of voting, the form of all ballots, the deadline for return of ballots and the number and location of polling places, if any.

Section 3.4. Proxies. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy holder how to vote) or uninstructed (leaving the decision of how to vote to the proxy holder's discretion). If uninstructed, the proxy form or instructions shall contain a brief explanation of the effect of leaving the proxy uninstructed. Only instructed proxies may be granted by any Owner to the managing agent. No Person other than the Declarant, a Mortgagee (with respect to the Lots on which the Mortgagee holds a Mortgage), the managing agent or an Officer may cast votes as a proxy for more than five (5) Lots.

Proxies shall be: (i) in writing, (ii) dated, (iii) signed by the Owner or a Person authorized by the Owner, (iv) valid for eleven (11) months unless a different time period is provided in the proxy and (v) filed with the Secretary. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the Owner. A sample proxy is attached as Exhibit A.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1. Powers and Duties of the Board of Directors. The business and affairs of the Association shall be managed by the Board of Directors elected in accordance with the procedures and for the terms of office set forth in Article 5 of the Articles of Incorporation. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the Owners. The Board of Directors shall delegate to one of its members or to a Person employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the managing agent (as defined in Article 5), if any, which may arise between meetings of the Board as the Board deems appropriate. In addition to the duties imposed by any other provision of the Association Documents or by any resolution of the Association that may hereafter be adopted, the Board shall perform the following duties and take the following actions on behalf of the Association:

(1) Provide goods and services in accordance with the Association Documents and provide for Upkeep of the Common Area, and, to the extent provided in the Association Documents, of the Lots.

(2) Designate, hire, dismiss and, where appropriate, compensate the personnel necessary to provide for the Upkeep of the Common Area and the general administration of the Association and, to the extent provided in the Association Documents, of the Lots; and to provide goods and services, as well as purchase equipment, supplies and materials to be used by such personnel in the performance of their duties.

(3) Collect the Assessments, deposit the proceeds thereof in depositories designated by the Board of Directors and use the proceeds to carry out the Upkeep of the Property and other land (to the extent the Association is so authorized by the

Association Documents) and the general administration of the Association.

(4) Adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents.

(5) Open bank accounts on behalf of the Association and designate the signatories thereon.

(6) Enforce the provisions of the Association Documents.

(7) Act with respect to all matters arising out of any eminent domain proceeding affecting the Common Area.

(8) Notify the Owners of any litigation against the Association involving a claim in excess of twenty percent of the total Annual Assessment for Common Expenses.

(9) Obtain and carry insurance against casualties and liabilities, as provided in Article 10 of the Declaration, pay the premiums therefor and adjust and settle any claims thereunder.

(10) Pay the cost of goods and services rendered to the Association.

(11) Notify the appropriate Mortgagee of any default by an Owner in paying Assessments for Common Expenses (which remains uncured for sixty (60) days) or for any other default, simultaneously with the notice sent to the defaulting Owner.

(12) Provide an Association Disclosure Packet or Common Expense Statement with respect to a Lot within fourteen (14) days (or as otherwise required by law) after a written request therefor and payment of the appropriate fee in accordance with Section 6.5 of the Declaration.

(13) Prepare an annual budget in accordance with Article 6 of the Declaration.

(14) Adopt an annual budget and make Assessments to defray the Common Expenses of the Association, establish the means and methods of collecting such Assessments and establish the period of the installment payment, if any, of the Annual Assessment for Common Expenses in accordance with Article 6 of the Declaration.

(15) Borrow money on behalf of the Association, when required for any valid purpose; provided, however, that, either a Majority Vote of the Owners obtained at a meeting held for such purpose or written approval by Owners entitled to cast more than fifty percent (50%) of the total number of votes shall be required to borrow any sum in excess of twenty percent of the total Annual Assessment for Common Expenses for that fiscal year or, subject to Section 14.4 of the Declaration, mortgage any of the Common Area owned in fee simple by the Association. The Board of Directors, by a vote of two-thirds of the total number of directors, shall have the right and power to assign and pledge all revenues to be received by the Association, including but not limited to Annual and Additional Assessments in order to secure the repayment of any sums borrowed by the Association from time to time.

(16) Sign deeds, leases, plats of resubdivision and applications for construction permits or similar documents for the Common Area owned in fee simple by the Association, as may be necessary or desirable in the normal course of the orderly development of the Property, at the request of the Declarant or on its own determination.

(17) Dedicate, lease or transfer any portion of the Common Area owned in fee simple by the Association or grant, relocate or terminate easements, rights-of-way or licenses over and through all the Common Area pursuant to Section 3.2 of the Declaration and subject to the restrictions set forth in Section 14.4 of the Declaration.

(18) In its sole discretion, designate certain portions of the Common Area as Reserved Common Area, pursuant to Section 3.8 of the Declaration, and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

(19) In accordance with Section 12.1 of the Declaration, suspend the right of any Owner or other occupant of a Lot, and the right of such Person's household members, guests, employees, tenants, agents and invitees to use the Common Area.

(20) Acquire, hold and dispose of Lots to enforce the collection of Assessments and mortgage the same without the prior approval of the Owners.

(21) Charge reasonable fees for the use of the Common Area, where appropriate, and for services.

(22) Do anything else not inconsistent with the Act or the Association Documents.

Section 4.2. Meetings of Directors.

(a) Types of Meetings. The first (organizational) meeting of the Board of Directors following an annual meeting of the Association shall be held within thirty (30) days thereafter at such time and place as shall be determined by a majority of the directors for the purposes of electing Officers, appointing committee members and establishing the manner of operation of the Board for the ensuing year. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors; provided, however, that after the Declarant Control Period, such meetings shall be held at least quarterly during each fiscal year. Special meetings of the Board of Directors may be called by the President and shall be called by the President or Secretary upon written request of at least two (2) directors. All meetings of the Board of Directors shall be open to Owners as observers, except that the President or presiding officer may call the Board into executive session on sensitive matters such as personnel, litigation strategy or hearings with respect to violations of the Association Documents or as otherwise permitted by law. Any final action taken by the Board of Directors in executive session shall be recorded in the minutes. The Board of Directors may hold their meetings in the Commonwealth of Virginia or outside the state as the Board may from time to time determine.

(b) Notice. Notice of meetings of the Board of Directors shall be given to each director personally or by mail, telegraph, telecopy or telephone, orally or in writing, at least three business days prior to the date named for such meeting. Such notice shall state the place, date and time and, in the case of special meetings, the purpose thereof. Notice of meetings shall also be posted or otherwise published in a manner reasonably expected to notify all members of the Association of the place, date and time of meetings of the Board of Directors. No notice of the organizational meeting of the Board of Directors shall be necessary if such meeting is held immediately following the annual meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

(c) Waiver of Notice. Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice of the time, place and purpose of such meeting, unless the director attends for the express purpose of objecting to the transaction

of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or, in the case of a special meeting, at or prior to consideration of the matter subject to objection.

(d) Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business, and a Majority Vote while a quorum is present shall constitute the decision of the Board of Directors, unless provided otherwise in the Act or the Association Documents. If at any meeting of the Board of Directors there is less than a quorum present, a majority of those present may recess or adjourn the meeting from time to time. When the recessed or adjourned meeting is reconvened, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. A director who participates in a meeting by any means of communication by which all directors or committee members may simultaneously hear each other during the meeting shall be deemed present at the meeting for all purposes.

(e) Conduct of Meetings. The President shall preside over meetings of the Board of Directors and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at the meetings. The then current edition of Robert's Rules of Order, Newly Revised, shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Act or the Association Documents.

Section 4.3. Action by Directors Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing setting forth the action taken shall be signed either before or after such action is taken by all of the directors. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the Board of Directors.

Section 4.4. Number of Directors. During the Declarant Control Period, the Board of Directors shall consist of not fewer than three (3) nor more than five (5) directors. After the Declarant Control Period, the Board shall consist of five (5) directors.

ARTICLE 5

MANAGING AGENT

Section 5.1. Compensation. The Board of Directors may employ for the purpose of administering the Property a managing agent at a compensation to be established by the Board.

Section 5.2. Requirements. The managing agent shall be a bona fide business enterprise or independent contractor, which may be affiliated with the Declarant, which manages multi-structure commercial projects or common interest communities. The managing agent or its principals shall have a minimum of two (2) years' experience in community management and shall employ persons possessing a high level of competence in the technical skills necessary to proper management of the Property. The managing agent must be able to advise the Board of Directors regarding the administrative operation of the Property and shall employ personnel knowledgeable in the areas of insurance, accounting, contract negotiation, labor relations and property management. Otherwise, the managing agent may be a full-time employee of the Association who shall organize, staff, train and administer the in-house personnel solely to manage the Property.

Section 5.3. Duties. The managing agent shall perform such duties and services as the Board of Directors shall direct. Such duties and services may include, without limitation, the duties listed in Paragraphs 4.1 (1), (2), (3), (6), (7), (8), (9), (10), (11), (12), (13) and (21). The Board of Directors may delegate to the managing agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Paragraphs 4.1 (4), (5), (14), (15), (16), (17), (18), (19) and (20). The managing agent shall perform the obligations, duties and services relating to the management of the Property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of the Act and the Association Documents.

Section 5.4. Standards. The Board of Directors shall impose appropriate standards of performance upon the managing agent. Unless the managing agent is instructed otherwise by the Board of Directors:

(1) the accrual method of accounting shall be employed and expenses required by these Bylaws to be charged to one or more but less than all of the Owners shall be accounted for and reported separately;

(2) two (2) or more persons shall be responsible for handling cash to maintain adequate financial control procedures;

(3) cash accounts of the Association shall not be commingled with any other entity's accounts;

(4) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association whether in the form of commissions, finder's fees, service fees or otherwise; any discounts received shall benefit the Association;

(5) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(6) a financial report shall be prepared for the Association at least quarterly, containing: (i) an "income statement" reflecting all income and expense activity for the preceding period on an accrual basis; (ii) an "account activity statement" reflecting all receipt and disbursement activity for the preceding period on a cash basis; (iii) an "account status report" reflecting the status of all accounts in an "actual" versus "projected" (budget) format; (iv) a "balance sheet" reflecting the financial condition of the Association on an unaudited basis; (v) a "budget report" reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and (vi) a "delinquency report" listing all Owners who are delinquent in paying assessments and describing the status of any actions to collect such assessments.

Section 5.5. Limitations. The Board of Directors may employ a managing agent for an initial term not to exceed two (2) years; provided, however, that the terms of any such management agreement may be renewable by mutual agreement of the parties for successive one-year terms. Any contract with the managing agent must provide that it may be terminated, without payment of a termination fee, without cause on no more than ninety (90) days written notice and with cause on no more than thirty (30) days written notice.

ARTICLE 6

OFFICERS

Section 6.1. Designation and Duties of Officers. The principal officers of the Association shall be the President (who shall also serve as Chairman of the Board of Directors), the Vice President, the Secretary and the Treasurer, all of whom shall be

elected by the Board of Directors. The Board of Directors may also elect an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be necessary. The President and Vice President shall be Owners (or an officer, partner or employee of an Owner), except for those directors designated or elected by the Declarant, and directors. Any other Officers may, but need not, be Owners, representatives of Owners or directors. Each Officer shall perform such duties as are normally associated with such office in parliamentary organizations, except to the extent (if any) inconsistent with the Act or the Association Documents, and shall perform such other duties as may be assigned to such Officer by resolution of the Board of Directors. If any Officer is unable for any reason to perform the duties of the office, the President (or the Board of Directors if the President fails to do so) may appoint another qualified person to act in such Officer's stead on an interim basis.

Section 6.2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any Officer may hold more than one position; provided, however, that the offices of President, Vice President and Secretary shall be held by three different individuals. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board.

Section 6.3. Resignation or Removal of Officers. Any Officer may resign by delivering written notice to the Board of Directors. Unless otherwise specified, such resignation shall take effect upon the receipt thereof, and acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the total number of directors, any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 6.4. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The person appointed to fill a vacancy shall serve for the remainder of the term of the Officer such person replaces.

Section 6.5. President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors; have general and active direction of the business of the Association subject to the control of the Board; see to the execution of the resolutions of the Association and the Board of Directors; see that all

orders and resolutions of the Board are carried into effect; and, in general, perform all the duties incident to the Office of President.

Section 6.6. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

Section 6.7. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board may direct and as may be required by Section 13.1-932 of the Act and Section 55-510 of the POA Act or otherwise by law; give or cause to be given all notices required to be given by the Association; give each Owner notice of any Assessment against such Owner's Lot as soon as practicable after any such Assessment is made; give each Owner notice and a copy of the Rules and Regulations and any amendment thereof; maintain a register setting forth the place to which all notices to Owners and Mortgagees hereunder shall be delivered; file or cause to be filed the annual reports required by Section 13.1-936 of the Act and Section 55-516.1 of the POA Act or otherwise by law; make it possible for any Owner or Mortgagee to inspect and copy at reasonable times and by appointment the records of the Association; and, in general, perform all the duties incident to the Office of Secretary.

Section 6.8. Treasurer. The Treasurer shall be responsible for Association funds and securities; keep or cause to be kept full and accurate financial records and books of account showing all receipts and disbursements; prepare or cause to be prepared all required financial data, including the Statement of Common Expenses required by Section 6.6 of the Declaration; deposit all monies and other valuable effects in the name of the Board of Directors or the Association in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the Office of Treasurer.

Section 6.9. Managing Agent. The managing agent may perform the duties of the Secretary or Treasurer at the direction of the Board of Directors or such Officers.

ARTICLE 7

COMMITTEES

Section 7.1. Required Committee

(a) Covenants Committee. The Board of Directors shall establish a Covenants Committee as provided in Article 9 of the Declaration.

(b) Elections Committee. The Board of Directors shall establish an Elections Committee as provided in Article 5 of the Articles of Incorporation.

Section 7.2. Other Committees. The Board of Directors may create and abolish from time to time such other committees consisting of two (2) or more persons as the Board may deem appropriate to aid in the administration of the affairs of the Association. Such committees shall have the powers and duties fixed by resolution of the Board from time to time.

Section 7.3. Appointment and Removal. The Board shall appoint the chair of each committee and may either appoint the other committee members or leave such appointment to the committee chair. The Board of Directors may remove a committee member with or without cause on three (3) days written notice, provided, however, that the Board of Directors may not appoint or remove any member of the Initial Construction Committee, such right being reserved to the Declarant.

Section 7.4. Committee Meetings. The procedures for committee meetings shall be the same as set forth for meetings of the Board of Directors in Section 4.2, and the chair shall serve as the presiding officer of the committee.

Section 7.5. Action by Committee Without a Meeting. Any action required or permitted to be taken at a committee meeting may be taken without a meeting if consent in writing, setting forth the action taken, shall be signed either before or after such action by all of the committee members. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the committee.

ARTICLE 8

FIDUCIARY DUTIES

Section 8.1. Signature Requirements. Unless otherwise provided in the resolution of the Board of Directors: (1) all agreements, contracts, deeds, leases, checks and other instru-

ments of the Association for expenditures or obligations in excess of one percent (1%) of the total annual assessment for Common Expenses for that fiscal year and all checks drawn upon reserve accounts shall be signed by any two persons designated by the Board of Directors; and (2) all such instruments for expenditures or obligations of one percent (1%) or less of the total annual assessment for Common Expenses for that fiscal year, except from reserve accounts, may be signed by any one person designated by the Board of Directors. *IN SPIE OF* (Notwithstanding, the foregoing, instruments creating or paying obligations for less than Five Thousand Dollars (\$5,000.00), except for withdrawals from reserve accounts, may be signed by only one person. The managing agent, if so designated by the Board of Directors, or any Officer of the Association may sign a Statement of Common Expenses or an Association Disclosure Packet on behalf of the Association.

Section 8.2. Conflicts of Interest. Each director or Officer shall exercise such director's or Officer's powers and duties in good faith and in the best interests of the Association. Any common or interested director or Officer may be counted in determining the presence of a quorum at any meeting of the Board of Directors, a committee or the Owners which authorizes, approves or ratifies any contract or transaction. The voidability of a transaction involving a director or Officer with a conflict of interest shall be determined in accordance with Section 13.1-871 of the Act.

Section 8.3. Liability and Indemnification.

(a) No Personal Liability. The directors, Officers and members of any committee shall not be liable to the Association or any Owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. Directors and Officers shall have no personal liability with respect to any contract made by them on behalf of the Association. No Owner shall be liable for the contract or tort liability of the Association by reason of ownership or membership therein. Every agreement made by the Board of Directors, the Officers or the managing agent on behalf of the Association shall, if obtainable, provide that the directors, the Officers or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder.

(b) Indemnification. The Association shall indemnify the directors, Officers and members of any committee to the extent that it is contemplated a nonstock corporation may indemnify its directors, officers, members and employees pursuant to Sections 13.1-875 through 13.1-883 of the Act, provided,

however, that before the Association uses association funds for indemnification, all insurance proceeds must be obtained and applied toward such indemnification. The foregoing right of indemnification shall not be exclusive of any other rights to which a person may be entitled by law, agreement, vote of the Owners or otherwise.

(c) Directors and Officers Liability Insurance. The Association shall have the power, pursuant to Article 10 of the Declaration, to purchase and maintain insurance on behalf of any person who is or was a director, Officer or member of a committee against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this section. Further, the availability of the Association's indemnity shall not relieve any insurer of any liability under an insurance policy held by the Association.

Section 8.4. Compensation of Directors and Officers. The Association may pay a recording secretary. Otherwise, no salary or other compensation shall be paid by the Association to any director or Officer of the Association for serving or acting as such, unless such compensation is approved by a Majority Vote of the Owners. The foregoing shall not preclude the payment of salary or other compensation for the performance by such director or Officer of other services to the Association nor shall it preclude the reimbursement of reasonable, ordinary and necessary expenses incurred in serving or acting as a director or Officer.

ARTICLE 9

BOOKS AND RECORDS

Section 9.1. Maintenance. The Association shall keep books and records as required by Section 13.1-932 of the Act and Section 55-510 of the POA Act or as otherwise required by law. The Association shall keep records of: (i) its governing documents (i.e., Association Documents, Rules and Regulations and Design Guidelines); (ii) its actions (board resolutions, meeting minutes, etc.); and (iii) its financial condition (receipts and expenditures affecting the finances, operation and administration of the Association, budget, financial statements, etc). All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be reviewed annually by an accountant or shall be audited upon (i) a Majority Vote of the Owners, (ii) at the request of a majority of the Mortgagees or (iii) upon the determination of the Board of Directors, by a certified public accountant retained by the Board who shall not be an Owner, an occupant of a Lot, or the managing

agent or employee of the managing agent. The cost of such review or audit shall be a Common Expense. The Association shall also file and maintain the annual reports required to be filed with the Virginia State Corporation Commission by Section 13.1-936 of the Act and with the Virginia Real Estate Board by Section 55-516.1 of the POA Act and as otherwise required by law.

Section 9.2. Availability. The books and records of the Association shall be available for examination by the Owners, their attorneys, accountants, Mortgagees and authorized agents during general business hours on business days at the times and in the manner established by the Board of Directors for the general knowledge of the Owners in accordance with Section 13.1-933 of the Act and Section 55-510 of the POA Act or as otherwise required by law; provided, however, that the Association is not required to maintain or make available records over three years old unless otherwise required by law. The list of Owners required by Section 2.8 shall be available for inspection for a period of ten days prior to the meeting and at the meeting. Pursuant to Section 13.3 of the Declaration, all Mortgagees or their authorized representatives shall have the right to examine the books and records of the Association on the same terms and conditions as the Owners. The Board of Directors may fix from time to time a reasonable charge to cover the direct and indirect costs of providing any copies.

Section 9.3. Accounting Report. Within one hundred twenty (120) days after the end of each fiscal year, the Board of Directors shall make available to all Owners and to each Mortgagee requesting the same, an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves.

Section 9.4. Fiscal Year. The first fiscal year of the Association shall begin on the date of the conveyance of the first Lot to an Owner other than the Declarant or a Builder and end on the last day of December, unless otherwise determined by the Board of Directors. Each subsequent fiscal year shall commence on January 1 and end on December 31, unless otherwise determined by the Board of Directors.

Section 9.5. Association Agent. The Secretary shall be responsible for filing the annual report with the Virginia Real Estate Board as required by Section 55-516.1 of the POA Act.

ARTICLE 10

NOTICES

Except as specifically provided otherwise in the Act or the Association Documents, all notices, demands, bills, statements or other communications under the Association Documents shall be in writing and shall be deemed to have been duly given if hand delivered personally to the Owner or the Owner's address of record or delivered by telegraph, teletype or other form of wire or wireless communication or by private carrier or sent United States mail, postage prepaid pursuant to Section 13.1-810 of the Act, or if notification is of a default, hearing or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid: (1) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated for an Owner, at the address of a Lot owned by such Owner; (2) if to the Association, the Board of Directors or to the managing agent, at the principal office of the managing agent or at such other address as shall be designated by notice in writing to the Owners pursuant to this section; or (3) if to a Mortgagee, at the address indicated by the Mortgagee in a written notice to the Association. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the address shown in the Association records. If a Lot is owned by more than one Person, notice to one of the Persons comprising the Owner shall be sufficient notice to the Owner. Notice of meetings may also be included as part of the Association's newsletter if the newsletter is delivered to every Lot.

ARTICLE 11

AMENDMENTS

These Bylaws may only be amended by a Majority Vote of the Owners if the proposed amendment or a summary thereof has been inserted in the notice of meeting or all of the Owners are present in person or by proxy. No amendment to these Bylaws may diminish or impair the rights of the Declarant under the Bylaws without the prior written approval of the Class B Owner, if any. No amendment to these Bylaws may diminish or impair the rights of the Mortgagees under the Bylaws.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of SALEM
FIELDS COMMUNITY ASSOCIATION, a Virginia nonstock corporation;
and

THAT the foregoing Bylaws constitute the original Bylaws of
the Association, as duly adopted by the Board of Directors
pursuant to the Organizational Minutes dated August 15, 1998.

IN WITNESS WHEREOF, I have hereunto subscribed my name on

August 5, 1998.


SECRETARY

Exhibit A
to the Bylaws

SALEM FIELDS COMMUNITY ASSOCIATION

INSTRUCTIONS FOR PROXIES

1. USE THE PROXY ONLY IF YOU DO NOT WISH TO VOTE IN PERSON.
2. A PROXY SHOULD BE SIGNED BY ALL OWNERS OF RECORD OF THE LOT OR LOTS, BUT SIGNATURE BY ONE OWNER IS SUFFICIENT.
3. THE PROXY MAY BE REVOKED ONLY BY ACTUAL NOTICE TO THE PRESIDENT OF THE ASSOCIATION (OR OTHER PERSON PRESIDING OVER THE MEETING IF NOT THE PRESIDENT).
4. Print your name, address and Lot number(s).
5. Print the name of the person you wish to designate as your proxy.
6. If you wish to have someone else vote on your behalf (Uninstructed Proxy): Check appropriate box. By granting an uninstructed proxy, the person to whom such uninstructed proxy is granted may cast your vote as such person so determines.
7. If you wish to indicate your vote (Instructed Proxy): Check the appropriate box and fill in the names of the candidates for the Board of Directors for whom you wish to vote or your vote for or against the question to be decided.
8. Give the proxy form to the person you have designated as your proxy.
9. A copy of the proxy must be filed with the secretary before commencement of the meeting. Please mail or deliver the envelope containing the proxy form to Salem Fields Community Association, c/o _____ Secretary, _____.

SALEM FIELDS COMMUNITY ASSOCIATION

PROXY FORM

Address _____ Lot No. _____

(I) (WE) _____ AND _____
(Print) (Print)

under the provisions of Section 3.4 of the Bylaws, hereby
grant(s) (MY) (OUR) proxy to*
for the sole purpose of casting (my) (our) votes at the meeting on
_____, 19__ or any subsequent meeting called due
to a failure to obtain a quorum at the first attempt to hold the
meeting.

Check the appropriate box:

The person named in this proxy may cast (my) (our)
votes for any _____ candidates for the Board of
Directors he or she chooses.

The person named in this proxy must cast (my) (our)
votes for the following candidates for the Board
of Directors:

The person named in this proxy must cast my votes

For Against

[Check one box]

[question to be decided]

The person named in this proxy may may not cast (my) (our)
votes on any other matter that may arise at the meeting as he or
she sees fit.

(Owner's Signature)

(Owner's Signature)

Date: _____

Date: _____

NOTE: A COPY OF THE PROXY MUST BE FILED WITH THE SECRETARY
BEFORE THE COMMENCEMENT OF THE MEETING.

*IF NO OTHER NAME IS FILLED IN, THE PROXY SHALL BE AUTOMATICALLY
GRANTED TO _____ [PRESIDENT].

SALEM FIELDS COMMUNITY ASSOCIATION

ASSOCIATION DISCLOSURE PACKET

TO: _____

FROM: Salem Fields Community Association
State of Incorporation: Virginia
Name and Address of Registered Agent:
Robert M. Diamond
3110 Fairview Park Drive, Suite 1400
Post Office Box 12001
Falls Church, Virginia 22042-4503

RE: Lot No. _____, Section _____,
Spotsylvania County, Virginia

DATE REQUEST RECEIVED: _____, 19__

DATE: _____, 19__

In accordance with Section 55-512 of the Virginia Property Owners' Association Act, as amended, the Association hereby represents that, based on its best knowledge and belief, the information set forth below is accurate as of the date hereof:

A. The status of Assessments and mandatory fees or charges with respect to the Lot is as follows:

Current Assessment due _____ \$ _____

Assessment in arrears _____ \$ _____

Other fees or charges due _____ \$ _____

Fees or charges in arrears _____ \$ _____

TOTAL DUE _____ \$ _____

Known Assessments, fees and charges
for the current fiscal year not yet due \$ _____

The Monthly Assessment for 199__ is \$ _____

The Association levies Annual Assessments (which may be payable in equal periodic installments) to pay Common Expenses. Additional Assessments may also be levied for the same purpose. A fee of \$ _____ is currently charged by the Association for the preparation of an Association Disclosure Packet (such as this one). A late charge of \$ _____ is currently applied to any assessment or installment thereof not paid within ten days after the date it becomes due. The Association also has the power pursuant to Articles 6 and 12 of the Declaration and Section 55-513 of the Virginia Property Owners' Association Act to levy Individual Assessments against a specific Owner for failing to comply with the provisions of the Association Documents. There are no other fees or charges imposed by the Association or any other entity or facility in connection with the Property, except as stated below:

[Fill in if applicable, i.e.,
Initial Payment for new purchasers]

B. Attached is a statement of capital expenditures made or anticipated for the current fiscal year and, to the extent such information is available, the two succeeding fiscal years.

C. As of the date hereof, there is an outstanding balance in the reserve for replacement funds (reserve accounts) of approximately \$ _____. Of that balance, the following amounts, if any, have been designated by the Board of Directors for the following specific projects:

[Fill in if applicable.]

D. Attached is: (1) a copy or summary of the current operating budget; and (2) a copy or summary of the income and expense statement or a statement of financial condition for the year ended _____, 19____, the most recent fiscal year for which such statement is available.

E. There are no unsatisfied judgments against the Association nor any pending suits (other than collection cases) in which the Association is a party which either could or would have a material impact on the Association or which relate to the Lot referenced above, except as follows:

[Fill in status and nature if applicable.]

F. The Association holds hazard, property damage and liability insurance policies covering the Common Area as required by the Declaration in the following amounts: _____ liability; hazard and property damage; _____ liability. The Association also maintains fidelity bonds in the amount of _____. Each Owner should obtain insurance

covering property damage to such Owner's Lot and personal property contained therein as well as insurance covering personal liability. In addition, certain Owners are required to maintain specific minimum insurance coverages. You are urged to review Article 10 of the Declaration and the applicable Supplementary Declaration, and to consult with your insurance agent. Copies of the insurance policies are available for inspection or information is obtainable as follows:

[Fill in Contact for Insurance Information.]

G. The Association has not given notice to the Owner of the Lot and has no knowledge of whether improvements or alterations made to the Lot or uses made of the Lot or any Common Area assigned to the Lot, if any, are in violation of the documents listed below, except as follows:

[Fill in if applicable.]

H. Attached are copies of the Declaration, the applicable Supplementary Declaration, Articles of Incorporation, Bylaws, Rules and Regulations and Design Guidelines of the Association (to the extent such documents exist), including all amendments. The Association has the power to regulate, limit or prohibit "for sale" signs located on a Lot advertising such Lot.

I. The Class A Owners are all the Owners other than the Declarant during the Declarant Control Period. A Class A Owner has one vote for each dwelling located or permitted to be located on a Lot owned by the Class A Owner. The Class B Owner is the Declarant. During the Declarant Control Period, the Class B Owner has 4,500 votes less three votes for each vote held by the Class A Owners, other than Builders, when a vote is taken. If land that was not originally described in Exhibit B to the Declaration is subjected to the Declaration or if the land described in Exhibit B to the Declaration is rezoned, the Development Plan is amended or the Declarant receives other governmental approval to permit a greater number of dwellings to be constructed than permitted at the time the Declaration is recorded, then the number of votes of the Class B Owner described above shall be increased by three times the number of dwellings permitted to be located on such land if such land were fully developed under the then applicable zoning and subdivision ordinances and subjected to the Declaration. After the Declarant Control Period, the Declarant has one vote as the Class B Owner and the Declarant also becomes a Class A Owner with respect to any Lots owned by the Declarant. The Class B membership expires at the end of the Development Period. This voting scheme is designed to give the Declarant control of the Board of Directors until seventy-five percent of the Lots are conveyed to homeowners.

J. Each Owner is liable to the Association for any costs incurred by the Association and the expense of all Upkeep rendered necessary by such Owner's act or omission, the act or omission of such Owner's tenant and such Owner's (or tenant's) household, guests, employees, agents and invitees, regardless of neglect or culpability. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances.

K. The purchaser of a Lot is jointly and severally liable with the selling Owner for all unpaid Assessments against the latter for the proportionate share of the Common Expenses up to the time of recordation of the deed transferring title, not to exceed the greater of (i) six months worth of the Annual Assessment for Common Expenses or (ii) the amount shown on a Statement of Common Expenses or recorded assessment or judgment lien against the Lot, without prejudice to the purchaser's right to recover from the selling Owner amounts paid by the purchaser thereof. The Lot also remains subject to a Lien for the amount owed to the Association.

L. Not Applicable. There is no master association.

Applicable - The Lot is also subject to the jurisdiction of a master association. For further information contact _____

The Association contact for questions regarding this Disclosure Packet is _____

(Name, Address and Telephone Number)

NOTE: Pursuant to Section 12.1(j) of the Declaration, upon acquiring title to a Lot each new Owner shall immediately give written notice to the Secretary of the Association stating the name and address of such new Owner and the number or address of the Lot. If a new Owner gives such notice within thirty days after acquiring title to a Lot, there will be no charge for adding such Owner's name to the Association records. After thirty days there will be a charge of \$_____ assessed against such Owner to cover the administrative costs of record keeping.

THE ASSOCIATION HAS FILED THE ANNUAL REPORT REQUIRED BY SECTION 55-516.1 OF THE CODE OF VIRGINIA (1950):
REGISTRATION NO. _____, DATE OF REGISTRATION _____

Salem Fields Community Association

Resolutions



FirstService
RESIDENTIAL

Salem Fields Community Association
Administrative Resolution NO.2 (REVISED)
(Property Enhancement Committee Charter)

Effective Date: March 1, 2018

WHEREAS, Article 7, Section 7.2 of the Salem Fields Community Association Bylaws (“Bylaws”) Provides the Board of Directors for Salem Fields Community Association, (“Association” or “SFCA”) with the power to create from time to time, such as committees as the Board may deem appropriate to aid in the administration of the affairs of SFCA;

WHEREAS, the Board of Directors has deemed it appropriate to create a Property Enhancement Committee to assist the Board of Directors in developing a plan for the strategic enhancements of SFCA’s landscaping located on common areas, and its common area components, other than its pool and recreational facilities; in addition, suggesting improvements that increase property values, and enhance the comfort, security and pleasures of its residents.

NOW THEREFORE, BE IT RESOLVED Administrative Resolution No. 2 is hereby revised and updated as follows:

I. POWERS AND RESPONSIBILITIES

The primary responsibility of the Property Enhancement Committee (PEC) is to advise and assist the Board of Directors and work with the Community Manager, on the development of landscape enhancement programs, in the development of an annual landscape budget for these improvements, as well as, any specific Property Enhancement projects that may arise.

Accordingly, the PEC shall:

- A. Inspect common areas of the community and report on landscape problems and refurbishment needs, also suggest to the Board of Directors enhancement ideas from residents and committee members including the need for tree removal replacement, additional lighting, sidewalk repairs, trail repair, etc. or other projects upon request of the Board.
- B. Assist the Community Manager in monitoring performance of the landscape contractor, where property enhancement projects are involved upon request.
- C. Submit a monthly report of committee activities to the Community Manager for inclusion in the Management report to the Board of Directors.
- D. Develop and recommend to the Board, enhancement programs including: flower, tree and shrub plantings, and any other special activities such as garden contests.
- E. Inspect the walking trails and storm water ponds periodically, and report any problems to the Board.

- F. Work with the Community Manager and Treasurer in preparing the annual landscape budget plus three (3) year improvement plans.
- G. Prepare periodic articles for the newsletter and website.
- H. Maintain complete and accurate records of all actions taken
- I. Present Projects, Plans, and Budget Expenditures to Board of Directors for approval

II. AUTHORITY

The PEC shall have such additional duties, powers and authority, as the Board of Directors may grant.

III. ELIGIBILITY

- A. All committee members must be Members of the Association who are in "good standing" with SFCA. Members of the Association are owners as defined by the Amended and Restated Articles of Incorporation, 6 August 1999. Section 1.3 (c). Declarants are the only other class of members and are no longer applicable. "Good Standing" shall be defined as, a Member of SFCA who is not delinquent more than sixty (60) days in the payment of any financial obligation due to SFCA, whose rights to use SFCA facilities have not been suspended, or who is not a party in any pending legal action in which, the Association is an adverse party.
- B. The PEC members shall serve one (1) year term, which may be renewed. Committee members to fill vacancies that occur during the year shall serve out the remainder of the term of the committee members they are replacing.

IV. NUMBER OF MEMBERS, APPOINTMENT AND LENGTH OF TERM

- A. The Board of Directors shall appoint the Chairperson of the Committee at the first Board meeting of each year. The Chairperson shall serve for one (1) year and may be reappointed every year.
- B. There shall be a minimum of four (4) members on the committee, with the goal of having each area of the community represented. A quorum is based on the minimum number of members; therefore a quorum is four members.

V. COMMITTEE OFFICERS

The committee members shall appoint a secretary who shall be responsible for recording accurate minutes of meetings.

VI. MEETINGS

- A. The PEC shall meet on a monthly basis and shall publish quarterly calendars of meetings.
- B. The Chairperson or Co-Chairperson shall be responsible for chairing the meetings. If the Chairperson is unable to attend, the Secretary or another designated Committee member shall chair the meetings.
- C. The current Roberts Rules of Order, Newly Revised *Version 11, (revised 2011)*, shall govern the conduct of all meetings of the committee when not in conflict with the Act or the Association Documents.
- D. Duties of the Chairperson:
 - 1. Monitor, track, and maintain the committee membership roster.
 - 2. Develop the meeting calendar
 - 3. Prepare meeting agendas
 - 4. Preside over meetings
 - 5. Assign committee member tasks as necessary
 - 6. Maintain contact with the Treasurer for PEC budget development and monitoring

VII. REMOVAL

The Board of Directors may remove any committee member, including the Chairperson, with or without cause.

VIII. COMMUNICATIONS

In the interest of ensuring strong communications between the Board of Directors and PEC, it is expected that the Committee Chairperson, or his or her designee, will attend each regular scheduled business meetings, of the Board, the Committee representative will present Committee plans; requests for monetary expenditures; request for assistance from the Board, when needed, and answer any questions the Board may have regarding Committee assignments.

IX. COMPENSATION

The PEC Committee shall serve without compensation. Reimbursement expenses shall be submitted through the Chairperson to the Treasurer of the Board of Directors. Accounts will be approved or disapproved NLT the next scheduled Board of Directors meeting.

X. EFFECTIVE DATE

Approved at the February 27, 2018 Board of Directors meeting, the Effective date the Resolution shall be March 1 2018. It shall supersede and replace all prior versions of Administrative Resolution No. 2 and other reunions relating to the Charter for the Property Enhancement Committee.

**SALEM FIELDS COMMUNITY ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 4
(Rules Regarding Rental Use of the Villa Meeting House)**

Effective Date: 1/15/2010

WHEREAS, Article 2, Section 2.3 of the Salem Fields Community Association Amended and Restated Declaration (Declaration) grants the Salem Fields Community Association ("Association" or "SFCA") Board of Directors (BOD) the right to regulate use of the Common Area pursuant to Section 8.3 of the Declaration and to charge fees for the use of the Common Area if appropriate;

WHEREAS, the Supplementary Declarations for Section 2-A, 2-B, and 2-C, Section 10-F and Section 10-G, all of Stonefield, and Section 3 and Section 4, Oakview, Section 5, Mapleview, Section 8, Glenview, provides that certain Common Areas located within the described area is designated as Limited Common Area and provides that an Assessment for such Limited Common Expenses be made against Lots in the sections for the purpose of upkeep and maintenance of the Limited Common Area;

WHEREAS, Article 7, Section 7.1 of the Declaration provides that SFCA shall be responsible for the upkeep and operation of all recreational facilities located on the Common Area;

WHEREAS, Article 8, Section 8.3 of the Declaration grants the BOD the power to adopt, amend, and repeal rules and regulations restricting and regulating the use and enjoyment of the Property or of any portion thereof;

WHEREAS, Article 4, Section 4.1(4) of SFCA Bylaws provides that the BOD has the power to adopt and amend any reasonable Rules and Regulations not inconsistent with SFCA Documents;

WHEREAS, the BOD has determined that it is in the best interest of SFCA to adopt formal Rules and Regulations, that will govern owners' owners and their guests', rental use of SFCA Villa Meeting House;

WHEREAS, on January 9, 2007, the BOD adopted Policy Resolution 06-01 regarding the rental and the use of the VMH, for certain private events and directed On-Site Management to administer the policy;

WHEREAS, on March 13, 2007, Policy Resolution 06-01 was amended in whole and designated as Administrative Resolution No. 4; and,

WHEREAS, the Board believes that it is in the best interest of SFCA to revise and update Administrative Resolution No. 4.

NOW THEREFORE, LET IT BE RESOLVED that Administrative Resolution No. 4 is revised and updated as follows:

I. RENTAL AVAILABILITY

- A. Subject to the availability of the VMH, residents in "Good Standing" of the Sections of the Property, that are subject to the Limited Common Assessment for Limited Common Areas set forth in Supplementary Declaration for the Villas, may apply to rent the VMH by complying with the terms of these rules. For purposes of this resolution, "Good Standing" shall be defined as, a Member of the Association who is not delinquent more than sixty (60) days in the payment of any financial obligation due the Association, whose right to use SFCA facilities have not been suspended, or who is not party to any pending litigation in which, the Association, is an adverse party. The Community Manager shall administer all requests for the rental of the VMH on a first-come, first-served basis.

- B. The Community Manager shall determine the availability of the VMH for private rental by, prioritizing the use of the VMH in favor of the activities of the BOD, Committees, and SFCA-sponsored VMH events; provided, however, the Community Manager, shall not pre-empt an already existing rental. Scheduling of VMH events and/or rentals will be coordinated between the Community Manager and the VMH Committee representative(s).
- C. As part of the rental process, Villa residents who wish to reserve the VMH must provide proper identification to prove membership or residency in SFCA to the satisfaction of the Community Manager. Contracting Parties shall be Villa Members in "Good Standing" at the time of the scheduled event.

II. OCCUPANCY

The maximum number of people, who may occupy the VMH at any one time, is one hundred nine (109). All Contracting Parties must conform to the limitation and bear complete and total responsibility for compliance with this restriction during the term of any rental period. If it is determined that a Contracting Party has violated the occupancy limits for the VMH, their right to use the VMH, may be suspended for a period, to be determined by the BOD, and subject to all other rights and remedies available to SFCA under SFCA governing documents and Virginia law.

III. INSPECTIONS

- A. VMH inspections will be conducted pre and post event. The Contracting Party must call the designated VMH Committee member five (5) working days prior to the event to schedule the pre-event inspection of the VMH.
- B. The Villa Meeting House Committee members, or their designees, as directed by the BOD, will conduct the pre and post rental inspections, and submit a final, pre, and, post rental inspection report to the Community Manager for deposit return.
- C. The Community Manager and SFCA Board of Directors, shall make all determinations as to whether any damages occurred during the rental period, and whether there will be deductions from the security deposit or a special assessment.

IV. TIME OF USE

The VMH shall be available for rental use during the hours of 9:00 a.m. to 10:00 p.m. Set up and clean up times are included within the rental hours.

V. CONDITIONS OF RENTAL

Contracting Parties who wish to rent the VMH, for exclusive use, must sign a non-transferable and non-assignable contract, for the rental of the VMH, and pay the required fees and security deposit. A copy of the rental contract is attached hereto. The rental contract shall provide that individuals are expressly prohibited from reserving the VMH for use by another party. If a Contracting Party reserves the VMH for use by another party, he or she shall be in breach of the contract, shall forfeit their entire deposit, and shall be permanently prohibited from reserving the VMH in the future. The BOD grants the Community Manager, with the authority, to review all proposed contracts. The Community Manager shall have the power to deny any rental request, if the proposed use appears to be in conflict with the terms of this policy. The following conditions shall apply to all contracts.

- A. The VMH shall not be available for events that are for rental to the general public.

- B. Contracting Parties must be physically present in the VMH at all times during the term of the rental period.
- C. Contracting Parties may not charge fees of any sort for admission or entry into the VMH.
- D. Contracting Parties must provide chaperones for all activities attended by individuals less than eighteen (18) years of age. All chaperones must be at least eighteen (18) years of age. Contracting Parties must provide a minimum of one (1) chaperone, for every ten (10) people, under the age of eighteen (18), present during the use of the VMH.
- E. Under no circumstances, may anyone remove, or permit to be removed, any equipment belonging to SFCA.
- F. No one may place a dance floor, risers, speakers, smoke machines, or any other heavy equipment in the VMH.
- G. No one may install any objects such as nails, tacks, scotch tape, unprotected candles, or any other substance(s), that causes permanent marking or damage to the VMH, including, but not limited to, finger paints, glue, or glitter. Users must remove, in their entirety, all of their materials, decorations, equipment, or trash, at the end of their use of the VMH. Structural or electrical alterations to the VMH are strictly prohibited. If during inspection, it is discovered, that any materials are affixed to or penetrating through the ceiling and/or walls, the Contracting Party, shall forfeit the security deposit.
- H. Users may not bring acids or any other material that is flammable, toxic, a "hazardous material," as defined by federal regulations, or presents any potential for damage, to the VMH.
- I. Before vacating the premises, Contracting Parties must perform "routine cleaning" of the VMH. At the end of the event the Contracting Party must ensure that all lights and appliances are turned off, and all doors, gates, and windows are closed and locked. All kitchen items used must be washed and returned to their proper places. All other equipment used, will be put away properly. Carpets will be vacuumed, floors will be swept and mopped, trash will be removed, and bathrooms will be cleaned as appropriate.
- J. Animals and pets are prohibited, with the exception of service animals.
- K. No activities which violate any federal, state, or local law or ordinance are permitted in the VMH.
- L. The VMH shall not be used for any events involving: the marketing or sale of goods, property, or services, to either SFCA members, or the general public.
- M. Smoking is prohibited inside the VMH.
- N. Alcoholic beverages nor illegal drugs shall not be served or consumed on the premises.
- O. If outside commercial caterers will be used, the Contracting Party, must provide the Community Manager with a copy of the catering contract seven (7) days prior to the event and a copy of the caterer's insurance certificate reflecting that, SFCA is an additional named insurer, under the caterer's liability insurance policy.
- P. The Community Manager, and/or the BOD, has the power to terminate an event, if the Contracting Party, or his or her guests, fail to comply with the provisions of this policy and/or any policies, rules, or regulations of SFCA. Contracting Parties must cooperate with, and obey at all times, the Community Manager and SFCA personnel, including members of the Villa Meeting House Committee.
- Q. Contracting Parties must ensure that all attendees stay in the VMH and do not wander through other parts of the community.

- R. Contracting Parties are responsible for, ensuring that their guests and or invitees comply with the terms of this policy and the contract. Any violation of these Rules and/or the Contract by a guest, or invitee, shall be treated as a violation by the Contracting Party or the Contracting Party's landlord.
- S. Rentals on any "Special Day" (including, but not limited to Christmas, Christmas Eve, Thanksgiving, Easter, 4th of July, New Year's Day, New Year's Eve, and the finals of major sporting events), shall be subject to be reviewed by the BOD and the Community Manager, and may be regulated, to prevent any single owner from monopolizing the use of the room during such "Special Days."

VI. FEES AND DEPOSITS

- A. Any resident who wishes to rent the VMH must pay a security deposit in the amount of \$400.00 or such other amount as determined by the Board of Directors, along with a non-refundable rental fee of \$40.00 per hour (three (3) hour minimum) or such other amount as determined by the Board of Directors, for personal use in advance and \$400.00 security deposit or such other amount as determined by the Board of Directors, and a non-refundable rental fee of \$100.00 per hour (three (3) hour minimum) or such other amount as determined by the Board of Directors for organizational or business use in advance. "Personal use" includes rental by an SFCA member for his or her personal use. "Organizational or business" use includes any rental by an SFCA member for use by an organization, business, or group of which SFCA member is a member. (The BOD shall consider any incident of non-compliance with these terms to be a breach of the contract. In such event, the BOD shall reserve the right to retain all sums pre-paid by the contract as damages and to cancel the event provided, however, the BOD will send written notice to the resident explaining the violation, the reason the resident's security deposit has been retained and/or cancellation of the event has occurred and giving the resident the right to contest any alleged violation of the terms of these Rules with the BOD. Resident's failure to request an appeal of any charges imposed will be deemed an acceptance of the charges.)
- B. The BOD reserves the power to change the security deposit amount and hourly fee at its discretion, although anyone who signs a contract for rental of the VMH shall be entitled to pay the deposit in effect at the time they signed the contract.
- C. The VMH shall be formally rented when the Contracting Party delivers to the SFCA Community Manager a signed contract, along with full payment of the security deposit, and receives a signed copy of the contract from Community Manager. All payments must be in the form of a check or money order made payable to SFCA.
- D. If a Contracting Party wishes to cancel the contract, he/she must notify the SFCA Community Manager. In the case of cancellation, SFCA shall refund the fees and deposit within ten (10) business days following the date of receipt of notice of cancellation.
- E. SFCA shall refund the security deposit (or balance thereof) in a form payable to the Contracting Party. SFCA shall deduct from the security deposit any amounts necessary to cover any costs of "routine cleaning" not satisfactorily completed by the Contracting Party as described in Section V and agreed to by the Contracting Party in the contract. The determination as to whether the Contracting Party has satisfactorily completed all routine cleaning shall be at the sole discretion of Community Manager, who shall determine the cost of any necessary additional cleaning, repairs or replacements of any property damaged during the use of the VMH, which may also include the costs of any extraordinary cleaning services, if determined necessary. The Contracting Party shall be responsible for any difference between the amount of damages and the security deposit, which shall be treated as an assessment against the Contracting Party's lot. The Contracting Party shall be responsible for all damages and violations that occur due to the use of the VMH regardless of whether the Contracting Party personally caused the damage.

- F. After the rental of the VMH, SFCA shall document the condition of the building. If no damage, the security deposit shall be refunded within ten (10) business days. If damage has been found, it will be documented and the itemized cost of repairs will be sent to the Contracting Party. If the Contracting Party disagrees with the damage report, they may file a written appeal to the BOD with the Community Manager within ten (10) days. The appeal should contain their reasons for appealing. The BOD will then schedule a hearing within 15 days to review the matter to make a decision. The Contracting Party will be notified of the decision within ten (10) business days.
- G. If the Contracting Party fails to pay any sum due to SFCA after thirty (30) days of a final decision, the principal amount due shall bear interest from the date due at a rate not to exceed that interest rate then charged by the IRS on delinquent taxes. A "final decision" shall be the final decision of the BOD after a Contracting Party has appealed the imposition of charges to the BOD or, if the right to appeal a charge has been waived, the date of notice of the imposition of charges is sent to the unit Owner's Lot.
- H. The Contracting Party agrees to pay all reasonable costs, including legal fees, court costs and administrative fees, in the collection of any outstanding obligation owed to SFCA resulting from the enforcement of SFCA Rules concerning the rental of the VMH.

VII. VIOLATIONS ENFORCEMENT POLICY

- A. The Contracting Party shall be subject to SFCA governing documents and enforcement policy for violations of the governing documents if the Contracting Party violates these Rules. SFCA shall be permitted to take actions authorized by SFCA Declaration, Bylaws, Policy Resolutions and the Virginia Property Owners' Association Act, including, but not limited to, the enactment of a special charge, or any amendment thereof. In addition, SFCA reserves the power to suspend any member's right to reserve the VMH for any future period determined by the BOD to be commensurate with the nature of the offense.
- B. All landlord owners are ultimately responsible for the conduct of their tenants. If a Villa tenant rents the VMH and violates these Rules or causes damage to the premises that exceed the security deposit, SFCA shall hold the landlord owner responsible for such conduct and costs and reserves the right to take appropriate action against the landlord owner, including, but not limited to, assessment of penalties and the assessment of damage costs against the title to the Unit Owner's Lot.

VIII. LIABILITY

- A. SFCA, its directors, agents, officers, employees or other designees shall assume no responsibility for the personal property of any individual who uses the VMH during a rental period.
- B. The Contracting Party and any guest or other user of the facilities shall be responsible for adherence to all of SFCA rules and regulations, legal documents, and policies, including any amendments thereto and all specifications of the contract and the Contracting Party shall be responsible for ensuring that his guests and invitees comply with all such rules and regulations, legal documents, and policies.
- C. SFCA is under no liability to the Contracting Party due to any discontinuance of heat, hot water, and air condition or for the discontinuance of any other service caused by accident, breakage or any other reason.

IX. EFFECTIVE DATE

The Effective Date of this Administrative Resolution is 11/19/13. It supersedes and replaces all prior versions of Administrative Resolution No. 4 as of the effective Date.

SALEM FISH COMMUNITY ASSOCIATION

By: [Signature]
President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held November 19, 2013

Motion by: Cynthia Alsop Seconded by: Gregory Shilling

	VOTE:			
	Yes	No	Abstain	Absent
<u>[Signature]</u> Director, President	✓			
<u>[Signature]</u> Director, Vice President	✓			
<u>[Signature]</u> Director, Treasurer	✓			
<u>[Signature]</u> Director, Secretary	✓			
_____ Director				

ATTEST

[Signature] Secretary 11/19/2013 Date

Resolution effective: November 19, 2013

Salem Fields Villa Meeting House Rental Agreement

Salem Fields Community Association

[This form must be completed and initialed/dated on each page by renter(s)].

Name of Villa Renter(s): _____

Address: _____

Phone: (H) _____ (C) _____

(W) _____ Email: _____

Date Requested: _____ Time Requested: _____

Type of Event: _____ Number of Guests: _____

(Checks shall be made payable to and from a resident of the Salem Fields Community Association)

Security Deposit \$400.00

Rental Fee (\$30/hour)

Check Number: _____

Check Number: _____

Amount: ___\$400.00

Amount: _____

****Note: There is a 3 hour minimum for all Community Center Rentals, which includes set-up and clean up****

Event must be over and VMH VACATED NO LATER THAN 10:00 pm

Authorized Users

- An Owner/Resident may rent the Villa Meeting House for all private activities or events, except for events that can be characterized as nonresident functions, commercial events or political events, as determined by the Board of Directors of the Salem Fields Community Association (SFCA).
- Any "Villa" Owner/Resident requesting to rent the Villa Meeting House must be in good standing with the SFCA (this includes being current on SFCA assessments and having an account with no violation charges).

Rental of the Villa Meeting House:

- Anyone who wishes to rent the SFVMH must pay a security deposit in the amount of \$400.00 and the non-refundable rental fee of \$30.00 per hour for personal use, and \$100 per hour for business/organizational use, for a minimum period of three (3) hours, which includes setting up and cleaning up.
- After each event, a designated Inspector shall inspect the VMH.

Use of the Villa Meeting House:

- The renter agrees to be in attendance at all times during the event and is responsible for each attendee's compliance with the SFCA policy governing the use of the VMH, which is incorporated into this agreement. The renter shall assume full responsibility for any loss or damage to the building, furniture, furnishings, equipment, and for the proper conduct of attendees, while they are on the premises. The event will be immediately terminated if the renter is not in attendance at any time during the event.
- The renter agrees to comply with any and all Spotsylvania County Noise and Nuisance Ordinances. The renter agrees to monitor the conduct of the attendees in order to avoid disturbing other residents.

Initials of Owner(s): _____

Initials of SFCA Rep: _____

Date: _____

- Inspections will be conducted pre and post event. A final, pre, and post event inspection report will be submitted to the Community Manager for determination of deposit return. The Community Manager and the SFCA Board of Directors shall make all determinations as to whether any damages occurred during the rental period and whether there will be deductions from the security deposit or a special assessment.
- The renter is responsible for the actions of all individuals who enter the VMH during the event. Therefore, steps should be taken by the renter to prevent uninvited individuals from entering the VMH. The Applicant agrees to and understands that members of the SFCA Board of Directors, its management, and its employees have the right to enter and view the premises at any time during the event.
- The maximum number of people who may occupy the SFVMH room is 109 persons.
- The renter shall not advertise the event to the public or charge attendees for attendance.
- Alcohol is strictly prohibited from being served or consumed.
- Animals and pets are not permitted except for service animals.
- Any equipment belonging to the SFCA may not be removed from the VMH.
- The VMH must be cleaned immediately following an event. All garbage must be removed from the VMH after an event and disposed of properly. Failure to clean the VMH or to dispose of garbage may result in a deduction or loss of the Security Deposit.
- The renter agrees to comply with all applicable federal, state, and local laws, and with all of the above rules and regulations governing the rental use of the VMH set forth in Administrative Resolution 4, which is incorporated into this agreement.
- The thermostat needs to be locked at all times.
- All tables and chairs must be returned to the storage room area and the door locked and keys are to be returned to their proper place.
- There is no tacking or taping on the walls. Please secure all helium balloons.
- The personal usage may not conflict with any community sponsored event.
- No Community Supplies (ie. paper plates, soft drinks, etc.) are to be used at private rental events.

NOTE:

This agreement is for the rental use of the VMH. In the event that the SFCA fails to fulfill its obligations under this agreement, the SFCA liability to damages is limited to the full amount of the Security Deposit. If more than one individual constitutes the renter the singular context will be construed to plural wherever necessary and the covenants of the renter will be joint and several obligation of the individual renter thereof.

This signed (and initialed/dated on each page) VMH Rental Contract accompanied by payment should be delivered To:

**Salem Fields Community Association
11125 Rappahannock Drive
Fredericksburg, VA 22407**

The VMH will be rented after:

- A) The SFCA has confirmed that the renter is an eligible Owner and/or Resident, as set forth in Administrative Resolution 4; and**
- B) The SFCA has confirmed that the VMH is available for the specified date and time; and**
- C) The SFCA has determined that the rental is for an approved event; and**
- D) The SFCA has received an original, signed contract, appropriately initialed on each page along with the required payment.**

Initials of Owner(s):

Initials of SFCA Rep:

Date:

APPLICANT S :

I (we) hereby acknowledge that I (we) have read and agree to the terms and conditions of this agreement and Administrative Resolution 04. I (we) agree to be bound to the requirements and terms and conditions set forth in this contract and Administrative Resolution 4. If there is damage to the VMH in excess of the Security Deposit, I (we) will pay the additional charges; any such charges are collectible in the same manner as an assessment against my (our) lot. I (we) agree that should I (we) fail to pay the damage to the VMH room in excess of the Security Deposit and the SFCA must file suit in Spotsylvania County to enforce this Contract, I (we) will pay the SFCA attorneys' fees and costs.

I (we) hereby indemnify and hold the SFCA, its members, directors, officers, employees, guests and agents harmless from any and all liabilities, suits, judgments, costs and expenses, including attorney's fees, arising from the performance of this agreement or any act, omission, or negligence.

Signature: _____

Date: _____

Printed Name and Address:

Signature: _____

Date: _____

Printed Name and Address:

Office Use Only:

Received By: _____

Date: _____

Verified Residency: Yes

If Declined, why: _____

Approved Event by: _____

Date: _____

Title: _____

Initials of Owner(s): _____

Initials of SFCA Rep: _____

Date: _____

Procedures Relative to the Use of Association Facilities

(Salem Fields Community Center and Villa Meeting House)

Facility Use and Rental

A. Rental Rates

Main Clubhouse \$40.00/hour
Three (3) hour minimum
\$400.00 Security Deposit

Villa Meeting House \$30.00/hour
Three (3) hour minimum
\$400.00 Security Deposit

B. Hourly rate DOES include set-up and clean-up time.

C. Definitions:

1. **Personal Use:** Any rental by an Association Member for his/her personal use (non-business or organizational), and the personal use of his/her family members, friends, guests, invitees, and licensees. The Association Member(s) must take full responsibility for all damages and MUST be present for the entire event (including time spent for set-up and clean-up). Tenants of a rental property that provides a copy of their current lease agreement are eligible to rent the Community Center. Non-Resident owners cannot utilize the facilities and automatically turn over their rights to their rental tenants. The Lot Owner must be in "Good Standing".

D. Use of Facilities:

1. There are no fees assessed for any event sanctioned by the Board of Directors and classified as a "Community Event".
2. All standing committees will have free use of community facilities for meetings and social events.

E. Responsible individuals must complete a Rental Agreement (see attached) prior to receiving facility keys.

F. The Association Member must obtain all necessary keys and security codes from the Community Manager to access the facilities. These will not be provided until receipt of rental monies and security deposit. All keys must be returned to the Managing Agent the next business day during regular business hours. If the Association Member fails to return the key(s), \$50.00 of the Security Deposit will be forfeited. If the key(s) are lost the Association Member will be liable for the re-keying of all affected locks.

G. Rules and Regulations:

1. Community Center rental will NOT be used in conjunction with the pool. At no time is the renter or any of its guests permitted to enter the pool deck or pool area. At no time are people dressed for, or wet from the pool, to be allowed into the Community Center.
2. Tobacco products are strictly prohibited in any facility.
3. Alcoholic beverages are NOT allowed at any facility.
4. Any glass containers used in either Community Center must be removed at the end of the function, i.e., beverage or food containers.
5. Facilities must be left in appropriate condition.

6. If decorations, auxiliary lights, or sound equipment are contemplated for use during any reserved time, the Association's Managing Agent shall be notified five (5) days in advance of the reserved time. The Association reserves the right to conduct an inspection of the proposed decorations and equipment by a representative of Spotsylvania County Government (i.e., Fire Department), or licensed electrician. A fee to cover the cost of such inspection shall be levied against the Association Member(s).
 7. Absolutely NO objects, such as nails, tacks, scotch tape, candles or other substances that may cause permanent damage, shall be placed on the walls or window surfaces. Any and all decorations shall be fireproof and shall be removed entirely immediately following the reserved use of the facility. Under no circumstances shall any person, group, or organization make any structural or electrical changes or alterations in or upon the facilities unless the Board of Directors has given prior written permission.
 8. All lights shall be turned off at the end of the rental event.
 9. Any activity attended by persons under the age of 18 years shall be chaperoned. All chaperones shall be 21 years or older and there must be one chaperone for each 10 persons under the age of 18 present at the facility at all times of reserved use.
 10. The Association Member(s) must comply and adhere to all state and local laws including, but not limited to occupancy, use, and noise restrictions.
 11. The Association Member(s) must comply and adhere to all provisions of the Declaration for Salem Fields, the Bylaws for Salem Fields, and all Resolutions, Rules, and Regulations, including amendments to any of these documents.
 12. Failure to abide by any of these Rules and Regulations may result in the loss of privileges to use the facilities in the future.
- H. Other Situation: Any situations that are not clearly defined in this document must be brought before the Board of Directors.
- I. Other SFCA Assets: Assets of the SFCA cannot be removed from the property (i.e., tables, chairs, etc.).
- J. Association Members in "Good Standing": The Board of Directors reserves the right to deny any Association Member's application to reserve the use of any Association facilities that is not in "Good Standing". An Association Member is not in good standing if:
1. Any assessments due for his/her unit are past due.
 2. His/her privileges have been suspended for violations of the Association's governing documents and/or rules and regulations.
 3. Any charges have been assessed to his/her unit due to violation issues.

Additional Usage Procedures:

1. The thermostat needs to be locked at all times.
2. All tables and chairs must be returned to the storage area and the door locked and keys are to be returned to their proper place.
3. There is no tacking or taping on the walls. Please secure all helium balloons so they do not set off the alarm when descending from the ceiling.
4. The member who rents the facility must remain at the event the entire period of the rental.
5. The personal usage may not conflict with any community sponsored events.
6. A two-week notice is requested prior to each rental.
7. No supplies (i.e., paper plates, soft drinks, etc.) are to be used at private rental events.

**SALEM FIELDS COMMUNITY ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 6**

**(Rules and Regulations Regarding the Reservation and Use of the
Main Clubhouse Community Room)**

Effective Date: *11/1/2020*

WHEREAS, Article 2, Section 2.3 of the Amended and Restated Declaration for Salem Fields ("Declaration") grants the Salem Fields Community Association ("Association" or "SFCA") Board of Directors (Board) the right to regulate use of the Common Area pursuant to Section 8.3 of the Declaration and to charge fees for the use of the Common Area, if appropriate;

WHEREAS, Article 7, Section 7.1 of the Declaration provides that SFCA shall be responsible for the upkeep and operation of all recreational facilities located on the Common Area;

WHEREAS, Article 8, Section 8.3 of the Declaration grants the Board the power to adopt, amend and repeal rules and regulations restricting and regulating the use and enjoyment of the Property or of any portion thereof;

WHEREAS, Article 4, Section 4.1(4) of the Bylaws provides that the Board has a power to adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents;

WHEREAS, Article 4, Section 4.1(21) of the Bylaws provides that the Board has the power to charge reasonable fees for the use of the Common Area, where appropriate, and for services;

WHEREAS, the Board determined that it was in the best interest of the Association to adopt a formal procedure establishing the Rules and Regulations that will govern each Owner's or their guests' use of the Association's community room located at the main Clubhouse and therefore rescinded and adopted Administrative Resolution No. 6; and,

WHEREAS, the Board believes that it is in the best interest of the Association to revise and update Administrative Resolution No. 6.

NOW THEREFORE, BE IT RESOLVED, the Board hereby revises and updates Administrative Resolution No. 6 as follows:

I. RENTAL AVAILABILITY

- A. Subject to the availability of the community room, residents of the Association that are in good standing may apply to reserve the community room for their exclusive use by complying with the terms of these rules and regulations. For purposes of this resolution, "Good Standing" shall be defined as a Member of the Association who is not delinquent more than sixty (60) days in the payment of any financial obligation due SFCA or whose right to use SFCA facilities have not been suspended, or who is not a party to any pending litigation in which the Association is an adverse party. The Community Manager shall administer all requests for the reservation of the community room on a first-come, first-served basis.
- B. The Community Manager shall determine the availability of the community room for private reservation by prioritizing the use of the community room in favor of the activities of the Board, Committees, and Association-sponsored events; provided, however, that the Community Manager shall not pre-empt an already existing reservation.

- C. As part of the reservation process, Owners and Tenants who wish to reserve the community room must provide proper identification to prove membership or residency in the Association to the satisfaction of the Community Manager.
- D. Any Owner or Tenant approved to use the community room is responsible for obtaining all necessary keys and security codes from the Community Manager to access the facilities, which will not be provided until all rental monies and security deposits are received.

II. OCCUPANCY

The maximum number of people who may occupy the community room at any one time is ninety-six (96) people. All Tenants must conform to this limitation and bear complete and total responsibility for compliance with this restriction during the term of any reservation period. If it is determined that a Tenant has violated the occupancy limits for the community room, they will be permanently prohibited from reserving the community room.

III. INSPECTIONS

After the term of any reservation period, the Community Manager will conduct a post-use inspection of the community room. If any damage is found, the Community Manager shall prepare a report of the event. In their sole discretion, the Community Manager shall make all determinations as to whether any damages occurred during the reservation period and the amounts which shall be deducted from the security deposit or specially assessed to Tenant, if the security deposit is inadequate. If Tenant disagrees with the Community Manager's determinations, he/she may appeal to the Board by filing an appeal with the Association's Community Manager agent within 10 days of the inspection. The appeal must be in writing and must state the reasons for the appeal. The Board will then schedule a hearing to review the matter and make a final decision.

IV. TIME OF USE

The community room shall be available for private use during the hours of 9 a.m. to 10:00 p.m. Before vacating the premises, Tenants are responsible for the proper disposal of all food, party decorations, and routine cleaning. The term "routine cleaning" includes, but is not limited to, restoring the community room to its pre-use condition and cleaning up any trash and debris located in the community room, any surrounding areas, and in the nearby bathroom and kitchen areas. Applicants must dispose of all refuse in appropriate containers and deposit that refuse in the Association's outside trash receptacle at the conclusion of the reservation period. The Community Manager will accept responsibility for the vacuuming of the floors, cleaning the bathroom mirror and toilet facilities, and wiping all kitchen facilities.

V. CONDITIONS OF RENTAL

Owners and Tenants who wish to reserve the community room for exclusive use must sign a nontransferable agreement for the reservation of the community room and pay the required deposit. The agreement shall provide that members are expressly prohibited from reserving the community room for use by another party. If an Owner or Tenant (the "Contracting Parties") reserves the community room for exclusive use by another party, he or she shall be in breach of the agreement, shall forfeit their entire deposit and shall be permanently prohibited from reserving the community room in the future. The Board shall authorize the Community Manager with the authority to review all proposed agreements. The Community Manager shall have the power to deny any reservation request if the proposed use appears to be in conflict with the terms of this policy. The following conditions shall apply to all agreements:

- A. The community room shall not be available for events that are open to the general public. Contracting Parties must ensure that all attendees be present by invitation only. Invitations to the general public to join any community room activity shall be absolutely prohibited.
- B. Use of the pool during a reservation is not allowed. Contracting Parties may not use or reserve the community swimming pool.
- C. Contracting Parties must be physically present in the community room at all times during the term of the reservation period.
- D. Contracting Parties may not charge fees of any sort for admission or entry into the community room.
- E. Contracting Parties must provide chaperons for all activities attended by individuals under eighteen (18) years of age. All chaperones must be at least eighteen (18) years of age. Contracting Parties must provide a minimum of one (1) chaperone for every ten (10) people under the age of eighteen (18) present during the use of the community room.
- F. Under no circumstances may anyone remove, or permit to be removed, from the community room any equipment belonging to the Association.
- G. No one may place a dance floor, risers, smoke machines or any other heavy equipment in the community room.
- H. Contracting Parties must obtain written approval from the Community Manager at least 5 days prior to any event in which Tenant wishes to use or install decorations, auxiliary lighting, or D.J. type sound equipment. The Community Manager may deny approval or condition approval upon a satisfactory inspection of all decorations, auxiliary lighting, or D.J. type sound equipment.
- I. No one may install any objects such as nails, tacks, scotch tape, candles or any other substance that causes permanent marking or damage to the community room, including, but not limited to, finger paints, glue, or glitter. Users must remove in their entirety all of their materials, decorations, equipment or trash at the end of their use of the community room. Structural or electrical alterations to the community room are strictly prohibited. If the Community Manager discovers any materials affixed to or penetrating through the ceiling or walls, Contracting Parties shall forfeit the security deposit.
- J. Users may not bring acids or any other material that is flammable, toxic, a "hazardous material" as defined by federal regulations, or presents any potential for damage, into the community room.
- K. Contracting Parties must supply their own cleaning supplies, serving utensils, etc. Clubhouse supplies may not be used.
- L. Contracting Parties must turn off all appliances, interior lights and lock all doors and windows upon vacation of the premises.
- M. Before vacating the premises, Contracting Parties must perform "routine cleaning" of the community room, as defined above in Section IV. At the end of the event, Contracting Parties must ensure that the alarm is set according to instructions from the Community Manager. All kitchen items used must be washed and returned to their proper places, and cabinets locked, if appropriate. All other equipment used will be put away properly.

- N. No activities which violate any federal, state or local law or ordinance are permitted in the community room.
- O. The community room shall not be used for any events involving the marketing or sale of goods, property or services to Owners, Tenants, their household guests or the general public.
- P. Smoking is prohibited inside the community room.
- Q. There shall be no fee for beverage service or "cash bar" at any event held in the community room. Any glass containers used in the community room must be removed at the end of the function. Alcoholic beverages shall not be served or consumed on the premises.
- R. If outside caterers will be used, Contracting Parties must provide the Community Manager with a copy of the catering contract seven (7) days prior to the event and a copy of the caterer's insurance certificate reflecting that the Association is an additional named insured under the caterer's liability insurance policy.
- S. The Community Manager has the power to terminate an event if Contracting Parties or his or her guests fail to comply with the provisions of this policy or any policies, rules or regulations of the Association. Tenants must cooperate with, and obey at all times, the Community Manager and Association personnel.
- T. Tenants must ensure that all attendees stay in the community room and do not wander through other parts of the community center area including the parking lot.
- U. Tenants are responsible for ensuring that their guests and invitees comply with the terms of this policy and the agreement. Any violation of this policy and/or the agreement by a guest or invitee shall be treated as a violation by Contracting Parties or Contracting Party's landlord.
- V. Reservations on any "Special Day" (including, but not limited to Christmas, Christmas Eve, Thanksgiving, Easter, 4th of July, New Year's Day, New Year's Eve and the finals of major sporting events) shall be subject to review by the Community Manager and may be regulated to prevent any single Owner or Tenant from monopolizing the use of the room during such Special Days.
- W. If the Board deems it necessary to have additional staff present on the premises to provide additional service during a rental event, the Board reserves the right to charge any additional contractual or labor charges to Contracting Parties, which shall be treated as an assessment against the Owner's Lot.

VI. FEES AND DEPOSITS

- A. Any resident who wishes to reserve the community room must pay a security deposit in the amount of \$400.00 or such other amount as approved by the Board, along with a non-refundable rental fee of \$40.00 per hour (three (3) hour minimum) for personal use in advance or such other amount as approved by the Board, and a \$400.00 security deposit and a non-refundable rental fee of \$100.00 per hour (three (3) hour minimum) or such other amounts as determined by the Board, for organizational or business use in advance. "Personal use" includes rental by an Owner or Tenant for his or her personal use. "Organizational or business" use includes any rental by an Owner or Tenant for use by an organization, business or group of which Owner or Tenant is a member. The Board shall consider any incident of non-compliance with these terms to be a breach of the agreement. In such event, the Board

shall reserve the right to retain all sums prepaid by the applicant as damages and to cancel the event; provided, however, that the Board will send written notice to the resident explaining the violation, the reason the resident's security deposit has been retained and/or cancellation of the event has occurred and giving the resident the right to contest any alleged violation of the terms of this Policy with the Board. The Contracting Parties failure to request an appeal of any charges imposed will be deemed an acceptance of the charges. The fees established by this section shall not apply to official SFCA events.

- B. If a reservation request is received more than ninety (90) days prior to the proposed reservation period, SFCA reserves the right to cancel the reservation and return the deposit and fee if the Board elects to reserve the room for an official SFCA sponsored event during that same, proposed reservation period.
- C. The Board reserves the power to change the security deposit amount at its discretion, although anyone who signs an agreement for reservation of the community room shall be entitled to pay the deposit in effect at the time they signed the agreement.
- D. The community room shall be formally reserved when an applicant delivers to SFCA a signed agreement, along with full payment of the security deposit, and has received a written confirmation and signed copy of the agreement from the Community Manager. All payments must be in the form of a check or money order made payable to the SFCA.
- E. If an applicant wishes to cancel the agreement, he/she must give verbal notice and send written notice to SFCA at least seven (7) days prior to the reservation date. In the case of a cancellation, SFCA shall refund the deposit within ten (10) business days following the date of receipt of notice of cancellation.
- F. After the reservation period has ended, all keys must be returned to the Community Manager the next business day during regular business hours. If Tenant fails to do so, \$50.00 of the security deposit will be forfeited. If the keys are lost, Contracting Parties is also responsible for re-keying costs incurred by SFCA for all affected locks.
- G. SFCA shall refund the security deposit (or balance thereof) in a form payable to Contracting Parties' within ten (10) business days following the date of the reservation period. SFCA shall deduct from the security deposit any amounts necessary to cover any costs of "routine cleaning" not satisfactorily completed by Contracting Parties' as described in Article IV and agreed to by Contracting Parties in the agreement. The determination as to whether Contracting Parties' has satisfactorily completed all routine cleaning shall be in the sole discretion of the Community Manager, who shall determine the cost of any necessary additional cleaning, repairs or replacements of any property damaged during the use of the community room, which may also include the costs of any extraordinary cleaning services, if determined necessary by the Community Manager. Contracting Parties' shall be responsible for any difference between the amount of damages and the security deposit, which shall be treated as an assessment against Contracting Parties' Lot. Contracting Parties' shall be responsible for any and all damages and violations that occur due to the use of the community room regardless of whether Contracting Parties' personally caused the damage.
- H. After the reservation of the community room, SFCA shall document all damage and itemize any costs to apply to the security deposit, if any. The invoice shall be sent to the resident and shall provide the resident an opportunity to challenge the costs applied to the security deposit to the Board. Any remaining balance in the security deposit shall be refunded within 10 business days following the date of the reservation period.

- I. If Tenant fails to pay any sum due to SFCA after thirty (30) days of a final decision, the principal amount due shall bear interest from the date due at a rate not to exceed that interest rate then charged by the IRS on delinquent taxes. A "final decision" shall be the final decision of the Board after a Tenant has appealed the imposition of charges to the Board or, if the right to appeal a charge has been waived, the date of notice of the imposition of charges is sent to the Owner.

Tenant agrees to pay all reasonable costs, including legal fees, court costs and administrative fees, in the collection of any outstanding obligation owed to SFCA resulting from the enforcement of SFCA's policy concerning the reservation of the community room.

VII. VIOLATIONS, ENFORCEMENT POLICY

- A. Contracting Parties shall be subject to SFCA's enforcement policy for violations of the governing documents if Tenant violates this policy. SFCA shall be permitted to take all actions authorized by SFCA's Declaration, Bylaws, policy resolutions and the Virginia Property Owners' Association Act, including any Amendment thereof, but not limited to, the enactment of a special charge. In addition, SFCA reserves the power to suspend any member's right to reserve the community room for any future period determined by the Board to be commensurate with the nature of the offense.
- B. All Owners are responsible for the conduct of their Tenants. If a Tenant violates this policy or causes damage to the premises that exceed the security deposit, SFCA shall hold the Owner responsible for such conduct and costs and reserves the right to take appropriate action against the Owner, including, but not limited to, assessment of penalties and the assessment of damage costs against the title to the Owner's Lot.

VIII. LIABILITY

- A. SFCA, its directors, agents, officers, employees or other designees shall assume no responsibility for the personal property of any individual who uses the community room during a reservation period.
- B. Tenant and any guest or other user of the facilities shall be responsible for adherence to all of SFCA's rules and regulations, legal documents, and policies, including any amendments thereto and all specifications of the agreement and Tenant shall be responsible for ensuring that his guests and invitees comply with all such rules and regulations, legal documents, and policies.
- C. SFCA is under no liability to Tenant due to any discontinuance of heat, hot water, and air conditioning or for the discontinuance of any other service caused by accident, breakage or other reason.

IX. EFFECTIVE DATE

The Effective Date of this Administrative Resolution is 11/19 2013. It supersedes and replaces all prior versions of Administrative Resolution No. 6 as of the Effective Date.

SALEM FIELDS COMMUNITY ASSOCIATION

By: [Signature]
President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held November 19, 2013

Motion by: Cynthia Alsop

Seconded by: Carey Shilling

	VOTE:			
	Yes	No	Abstain	Absent
<u>Cynthia Alsop</u> Director, President	✓			
<u>Carey Shilling</u> Director, Vice President	✓			
<u>Gregory Shilling</u> Director, Treasurer	✓			
<u>Yvonne Altk</u> Director, Secretary	✓			
_____ Director				

ATTEST:

Laura Bell
Secretary

11/19/13
Date

Resolution effective: November 19 2013.

58703v4

Salem Fields Community Center Rental Agreement

Salem Fields Community Association

[This form must be completed and initialed/dated on each page by renter(s)].

Name of Renter(s): _____
Address: _____
Phone: (H) _____ (C) _____
(W) _____ Email: _____
Date Requested: _____ Time Requested: _____
Type of Event: _____ Number of Guests: _____

(Checks shall be made payable to and from a resident of the Salem Fields Community Association)

Security Deposit: \$400.00 Rental Fee (\$40/hour): _____
Check Number: _____ Check Number: _____
Amount: __\$400.00 Amount: _____

****Note:** There is a 3 hour minimum for all Community Center Rentals, which includes set up and clean up**

The Community Center must be VACATED NO LATER THAN 10:00pm

Authorized Users

- An Owner/Resident may rent the Community Center for all private activities or events, except for events that can be characterized as nonresident functions, commercial events or political events, as determined by the Board of Directors of the Salem Fields Community Association (SFCA).
- Any Owner/Resident requesting to rent the Community Center must be in good standing with the SFCA (this includes being current on SFCA assessments and having an account with no violation charges).

Rental of the SFCC:

- Anyone who wishes to rent the SFCC must pay a security deposit in the amount of \$400 and the non-refundable rental fee of \$40.00 per hour for personal use and \$100 per hour for business/organizational use for a minimum period of three (3) hours.

Use of the SFCC:

- The renter agrees to be in attendance at all times during the event and is responsible for each attendee's compliance with the SFCA policy governing the use of the SFCC, which is incorporated into this agreement. The renter shall assume full responsibility for any loss or damage to the building, furniture, furnishings, and equipment and for the proper conduct of attendees while they are on the premises. The event will be immediately terminated if the renter is not in attendance at any time during the event.
- The renter agrees to comply with any and all Spotsylvania County Noise and Nuisance Ordinances. The renter agrees to monitor the conduct of the attendees in order to avoid disturbing other residents.

Initials of Owner(s): _____ Initials of SFCA Rep: _____ Date: _____

- The renter is responsible for the actions of all individuals who enter the SFCC during the event. Therefore, steps should be taken by the renter to prevent uninvited individuals from entering the SFCC. The Applicant agrees to and understands that members of the SFCA Board of Directors, its management, and its employees have the right to enter and view the premises at any time during the event.
- The maximum number of people who may occupy the SFCC room is 96 persons.
- The renter shall not advertise the event to the public or charge attendees for attendance.
- Alcohol is strictly prohibited from being served or consumed.
- Entry to the pool deck or pool area by the renter or the renter's guest at any time during the event is strictly prohibited.
- Animals and pets are not permitted except for service animals.
- Any equipment belonging to the SFCA may not be removed from the SFCC.
- The SFCC must be cleaned immediately following an event. All garbage must be removed from the SFCC after an event and disposed of properly. Failure to clean the SFCC or to dispose of garbage may result in a deduction or loss of the Security Deposit.
- The renter agrees to comply with all applicable federal, state, and local laws and with all of the above rules and regulations governing the rental use of the SFCC set forth in Administrative Resolution 6, which is incorporated into this agreement.
- The thermostat needs to be locked at all times.
- All foldable tables and chairs must be returned to the storage room area.
- There is no tacking or taping on the walls. Please secure all helium balloons.
- The personal usage may not conflict with any Community sponsored event.
- No Community Supplies will be used (ie. Paper plates, soft drinks, etc.) at private rental events.

NOTE:

This agreement is for the rental use of the SFCC. In the event that the SFCA fails to fulfill its obligations under this agreement, the SFCA liability to damages is limited to the full amount of the Security Deposit. If more than one individual constitutes the renter the singular context will be construed to plural wherever necessary and the covenants of the renter will be joint and several obligation of the individual renter thereof.

This signed (and initialed/dated on each page) SFCC Rental Contract accompanied by payment should be delivered to:

**Salem Fields Community Association
11125 Rappahannock Drive
Fredericksburg, VA 22407**

The SFCC will be rented after:

- A) The SFCA has confirmed that the renter is an eligible Owner or Resident, as set forth in Administrative Resolution 6; and**
- B) The SFCA has confirmed that the SFCC is available for the specified date and time; and**
- C) The SFCA has determined that the rental is for an approved event; and**
- D) The SFCA has received an original signed contract appropriately initialed on each page along with the required payments.**

Initials of Owner(s): _____

Initials of SFCA Rep: _____

Date: _____

APPLICANT S :

I (we) hereby acknowledge that I (we) have read and agree to the terms and conditions of this agreement and Administrative Resolution 6. I (we) agree to be bound to the requirements and terms and conditions set forth in this contract and Administrative Resolution 6. If there is damage to the SFCC in excess of the Security Deposit, I (we) will pay the additional charges; any such charges are collectible in the same manner as an assessment against my (our) lot. I (we) agree that should I (we) fail to pay the damage to the SFCC room in excess of the Security Deposit and the SFCA must file suit in Spotsylvania County to enforce this Contract, I (we) will pay the SFCA attorneys' fees and costs.

I (we) hereby indemnify and hold the SFCA, its members, directors, officers, employees, guests and agents harmless from any and all liabilities, suits, judgments, costs and expenses, including attorney's fees, arising from the performance of this agreement or any act, omission, or negligence.

Signature: _____

Date: _____

Printed Name and Address:

Signature: _____

Date: _____

Printed Name and Address:

Office Use Only:

Received By: _____ Date: _____

Verified Residency: Yes

If Declined, why: _____

Approved Event by: _____

Date: _____

Title: _____

Initials of Owner(s): _____ Initials of SFCA Rep: _____ Date: _____

Procedures Relative to the Use of Association Facilities

(Salem Fields Community Center and Villa Meeting House)

Facility Use and Rental

A. Rental Rates

Main Clubhouse \$40.00/hour
Three (3) hour minimum
\$400.00 Security Deposit

Villa Meeting House \$30.00/hour
Three (3) hour minimum
\$400.00 Security Deposit

B. Hourly rate DOES include set-up and clean-up time.

C. Definitions:

1. **Personal Use:** Any rental by an Association Member for his/her personal use (non-business or organizational), and the personal use of his/her family members, friends, guests, invitees, and licensees. The Association Member(s) must take full responsibility for all damages and MUST be present for the entire event (including time spent for set-up and clean-up). Tenants of a rental property that provides a copy of their current lease agreement are eligible to rent the Community Center. Non-Resident owners cannot utilize the facilities and automatically turn over their rights to their rental tenants. The Lot Owner must be in "Good Standing".

D. Use of Facilities:

1. There are no fees assessed for any event sanctioned by the Board of Directors and classified as a "Community Event".
2. All standing committees will have free use of community facilities for meetings and social events.

E. Responsible individuals must complete a Rental Agreement (see attached) prior to receiving facility keys.

F. The Association Member must obtain all necessary keys and security codes from the Community Manager to access the facilities. These will not be provided until receipt of rental monies and security deposit. All keys must be returned to the Managing Agent the next business day during regular business hours. If the Association Member fails to return the key(s), \$50.00 of the Security Deposit will be forfeited. If the key(s) are lost the Association Member will be liable for the re-keying of all affected locks.

G. Rules and Regulations:

1. Community Center rental will NOT be used in conjunction with the pool. At no time is the renter or any of its guests permitted to enter the pool deck or pool area. At no time are people dressed for, or wet from the pool, to be allowed into the Community Center.
2. Tobacco products are strictly prohibited in any facility.
3. Alcoholic beverages are NOT allowed at any facility.
4. Any glass containers used in either Community Center must be removed at the end of the function, i.e., beverage or food containers.
5. Facilities must be left in appropriate condition.

6. If decorations, auxiliary lights, or sound equipment are contemplated for use during any reserved time, the Association's Managing Agent shall be notified five (5) days in advance of the reserved time. The Association reserves the right to conduct an inspection of the proposed decorations and equipment by a representative of Spotsylvania County Government (i.e., Fire Department), or licensed electrician. A fee to cover the cost of such inspection shall be levied against the Association Member(s).
 7. Absolutely NO objects, such as nails, tacks, scotch tape, candles or other substances that may cause permanent damage, shall be placed on the walls or window surfaces. Any and all decorations shall be fireproof and shall be removed entirely immediately following the reserved use of the facility. Under no circumstances shall any person, group, or organization make any structural or electrical changes or alterations in or upon the facilities unless the Board of Directors has given prior written permission.
 8. All lights shall be turned off at the end of the rental event.
 9. Any activity attended by persons under the age of 18 years shall be chaperoned. All chaperones shall be 21 years or older and there must be one chaperone for each 10 persons under the age of 18 present at the facility at all times of reserved use.
 10. The Association Member(s) must comply and adhere to all state and local laws including, but not limited to occupancy, use, and noise restrictions.
 11. The Association Member(s) must comply and adhere to all provisions of the Declaration for Salem Fields, the Bylaws for Salem Fields, and all Resolutions, Rules, and Regulations, including amendments to any of these documents.
 12. Failure to abide by any of these Rules and Regulations may result in the loss of privileges to use the facilities in the future.
- H. Other Situation: Any situations that are not clearly defined in this document must be brought before the Board of Directors.
- I. Other SFCA Assets: Assets of the SFCA cannot be removed from the property (i.e., tables, chairs, etc.).
- J. Association Members in "Good Standing": The Board of Directors reserves the right to deny any Association Member's application to reserve the use of any Association facilities that is not in "Good Standing". An Association Member is not in good standing if:
1. Any assessments due for his/her unit are past due.
 2. His/her privileges have been suspended for violations of the Association's governing documents and/or rules and regulations.
 3. Any charges have been assessed to his/her unit due to violation issues.

Additional Usage Procedures:

1. The thermostat needs to be locked at all times.
2. All tables and chairs must be returned to the storage area and the door locked and keys are to be returned to their proper place.
3. There is no tacking or taping on the walls. Please secure all helium balloons so they do not set off the alarm when descending from the ceiling.
4. The member who rents the facility must remain at the event the entire period of the rental.
5. The personal usage may not conflict with any community sponsored events.
6. A two-week notice is requested prior to each rental.
7. No supplies (i.e., paper plates, soft drinks, etc.) are to be used at private rental events.

**SALEM FIELDS COMMUNITY ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 9
(Pool and Recreation Committee Charter)**

Effective Date: 1/2/2013

WHEREAS, Article 7, Section 7.2 of the Salem Fields Community Association Bylaws ("Bylaws") provides the Board of Directors for Salem Fields Community Association, ("Association" or "SFCA") with the power to create from time to time such committees as the Board may deem appropriate to aid in the administration of the affairs of SFCA;

WHEREAS, the Board of Directors has deemed it appropriate to create a Pool and Recreation Committee to assist the Board of Directors in monitoring the conditions at the Pool and organizing activities for the Community.

NOW THEREFORE; BE IT RESOLVED Administrative Resolution No. 9 is hereby revised and updated as follows:

I. POWERS AND RESPONSIBILITIES

- A. Monitor pool conditions and report maintenance and supply needs to the Community Manager.
- B. Conduct committee meetings as needs and submit the minutes of said meetings to the Community Manager for delivery to the Board of Directors.
- C. Plan and organize social activities and present the plans for approval to the Board of Directors. Execute the approved activities.
- D. Prepare annually, a budget covering the activities and present to the Board of Directors for approval.
- E. Prepare summaries of activities held to include details of the event and the details of supplies and costs incurred.
- F. Assist the Community Manager annually in planning, organizing and issuing Activity Passes.
- G. Review and revise the Pool Rules and Regulations annually and provide to the Community Manager for publication.
- H. The Committee shall have such additional duties and authority as the Board of Directors may grant.

II. AUTHORITY

Per Article 7, Section 7.2 of the Bylaws, the Pool and Rec Committee shall have such additional duties, powers and authority as the BOD may provide from time to time. The Board of Directors may relieve the Pool and Rec Committee of any of its duties, powers and authority either generally or on a case-by-case basis.

III. ELIGIBILITY

- A. All committee members must be Members of the Association, who are in "good standing" with SFCA. Good Standing" shall be defined as a Member of SFCA who is not delinquent more than sixty (60) days in the payment of any financial obligation due SFCA, whose rights to use SFCA facilities have not been suspended, or who is not a party in any pending legal action in which the Association is an adverse party.

- B. The Pool and Recreation Committee members shall serve a one (1) year term, which may be renewed. Committee members appointed to fill vacancies that occur during the year shall serve out the remainder of the term of the committee members they are replacing.

IV. NUMBER OF MEMBERS, APPOINTMENT AND LENGTH OF TERM

- A. The Board of Directors shall appoint the Chairperson of the Committee at the first Board meeting of each year. The Chairperson shall serve for one (1) year and may be reappointed every year.
- B. There shall be a minimum of four (4) members of the committee, with the goal of having each area of the community represented. Prospective members may submit their requests for Board approval to the Community Manager at any time.

V. COMMITTEE OFFICERS

- A. At a minimum, the Committee Chairperson shall appoint a Secretary who shall be responsible for recording accurate minutes of meetings.
- B. Duties of the Chairperson:
 - 1. Monitor, track, and maintain the committee membership roster.
 - 2. Develop the meeting calendar.
 - 3. Prepare meeting agendas.
 - 4. Preside over meetings.
 - 5. Assign committee member tasks as necessary.
 - 6. Budget development and monitoring.

VI. MEETINGS

- A. The Pool and Recreation Committee shall meet on a monthly or as needed basis and shall publish dates and times of meetings.
- B. The Chairperson shall be responsible for chairing the meetings. If the Chairperson is unable to attend, the Secretary or another designated Committee member shall chair the meeting.

VII. REMOVAL

The BOD may remove any Pool and Rec Committee member, including the Chairperson, with or without cause.

VIII. COMMUNICATIONS

In the interest of insuring strong communications between the Board of Directors and Pool and Recreation Committee, it is expected that the Committee Chairperson, or his or her designee, will attend each regular scheduled business meetings of the Board. The committee representative will present Committee plans, requests for monetary expenditures, request for assistance from the Board, when needed, and answer any questions the Board may have regarding Committee assignments.

IX. EFFECTIVE DATE

The Effective date of the Resolution shall be 11/1/2013. It shall supersede and replace all prior versions of Administrative Resolution No. 7 and other resolutions relating to the Charter for the Pool and Recreation Committee.

SALEM FIELDS COMMUNITY ASSOCIATION

By: 
President

III. ELIGIBILITY

All committee members must be Members of the Association who are in "good standing" with SFCA. "Good Standing" shall be defined as a Member of SFCA who is not delinquent more than sixty (60) days in the payment of any financial obligation due SFCA, whose rights to use SFCA facilities have not been suspended, or who is not a party in any pending legal action in which the Association is an adverse party.

The Communications Committee members shall serve one (1) year term which may be renewed. Committee members appointed to fill vacancies that occur during the year shall serve out the remainder of the term of the committee members they are replacing.

IV. NUMBER OF MEMBERS, APPOINTMENT AND LENGTH OF TERM

- A. The Board of Directors shall appoint the Chairperson of the Committee at the first Board meeting of each year. The Chairperson shall serve for one (1) year and may be reappointed every year.
- B. There shall be a minimum of four (4) members of the committee, with the goal of having each area of the community represented. Prospective members may submit their requests for Board approval to the Community Manager at any time.

V. COMMITTEE OFFICERS

- A. At a minimum, the Committee Chairperson shall appoint a Secretary who shall be responsible for recording accurate minutes of meetings.
- B. Duties of the Officers:
 - 1. Monitor, track, and maintain the committee membership roster.
 - 2. Develop the meeting calendar.
 - 3. Prepare meeting agendas.
 - 4. Preside over meetings.
 - 5. Assign committee member task as necessary.

VI. MEETINGS

- A. The Communications Committee shall meet on a monthly basis or as needed and shall publish meeting dates and times.
- B. The Chairperson shall be responsible for chairing the meetings. If the Chairperson is unable to attend, the Secretary or another designated Committee member shall chair the meeting.

VII. REMOVAL

- A. BOD may remove any Communications Committee member, including the Chairperson, with or without cause.
- B. The Communications Committee may make recommendations to the BOD regarding, the removal of Communications Committee members, upon a majority vote of the Communications Committee.

VII. COMMUNICATIONS

In the interest of insuring strong communications between the BOD and the Communication Committee, it is expected that the Committee Chairperson, or his or her designee, will attend each regular scheduled business meetings of the Board. The committee representative will present Committee plans, requests for monetary expenditures, request for assistance from the Board, when needed, and answer any questions the Board may have regarding Committee assignments.

VIII. COMPENSATION

The Communications Committee shall serve without compensation. Communications Committee members may be reimbursed for reasonable expenses associated with the Communications Committee duties and responsibilities.

VIII. EFFECTIVE DATE

The Effective date of the Resolution shall be 1/19 2013. It shall supersede and replace all prior versions of Administrative Resolution No. 9 and other resolutions relating to the Charter for the Communications Committee.

SALEM FIELDS COMMUNITY ASSOCIATION

By:

Lisa Lambert
President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held December 19, 2013

Motion by: Cynthia Alsop

Seconded by: Gregory Shilling

[Signature]
Director, President

VOTE:
Yes No Abstain Absent
✓

[Signature]
Director, Vice President

✓

[Signature]
Director, Treasurer

✓

[Signature]
Director, Secretary

✓

Director

ATTEST:

[Signature]
Secretary

11/19/13
Date

Resolution effective: December 19 2013.

58699v4

**SALEM FIELDS COMMUNITY ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 10
(Communications Committee Charter)**

Effective Date: 01/14/2013

WHEREAS, Article 7, Section 7.2 of the Salem Fields Community Association Bylaws ("Bylaws") provides the Board of Directors for Salem Fields Community Association, ("Association" or "SFCA") with the power to create from time to time such committees as the Board may deem appropriate to aid in the administration of the affairs of SFCA;

WHEREAS, the Board of Directors has deemed it appropriate to create a Communications Committee to assist the Board of Directors in enhancing communications between the Board and Community.

THEREFORE; BE IT RESOLVED the Communications Committee shall assist the Board of Directors in communicating with the residents of Salem Fields:

I. POWERS AND RESPONSIBILITIES

- A. Evaluate and recommend approaches to ensure adequate methods of communications are available in Salem Fields. Upon request of the Community Manager and/or Board of Directors.
- B. Research communications systems, equipment and supportive software and make recommendations. Upon request of the Community Manager and/or Board of Directors.
- C. Develop and recommend to the Community Manager and/or Board of Directors positive, newsworthy articles for inclusions in the newsletter.
- D. Assist in editing the newsletter.
- E. Assist in locating homeowners or residents volunteers for delivery of the newsletter.
- F. Develop and recommend to the Community Manager and/or Board of Directors ways to enhance dissemination of information within the community.
- G. Maintain complete and accurate minutes of committee meetings.
- H. Perform additional duties and authority as the Board of Directors may grant.

II. AUTHORITY

Per Article 7, Section 7.2 of the Bylaws, the Communications Committee shall have such additional duties, powers, and authority, as the BOD may provide from time to time. The Board of Directors may relieve the Communications Committee of any of its duties, powers, and authority, either generally, or, on a case-by-case basis.

III. ELIGIBILITY

All committee members must be Members of the Association who are in "good standing" with SFCA. "Good Standing" shall be defined as a Member of SFCA who is not delinquent more than sixty (60) days in the payment of any financial obligation due SFCA, whose rights to use SFCA facilities have not been suspended, or who is not a party in any pending legal action in which the Association is an adverse party.

The Communications Committee members shall serve one (1) year term which may be renewed. Committee members appointed to fill vacancies that occur during the year shall serve out the remainder of the term of the committee members they are replacing.

IV. NUMBER OF MEMBERS, APPOINTMENT AND LENGTH OF TERM

- A. The Board of Directors shall appoint the Chairperson of the Committee at the first Board meeting of each year. The Chairperson shall serve for one (1) year and may be reappointed every year.
- B. There shall be a minimum of four (4) members of the committee, with the goal of having each area of the community represented. Prospective members may submit their requests for Board approval to the Community Manager at any time.

V. COMMITTEE OFFICERS

- A. At a minimum, the Committee Chairperson shall appoint a Secretary who shall be responsible for recording accurate minutes of meetings.
- B. Duties of the Officers:
 - 1. Monitor, track, and maintain the committee membership roster.
 - 2. Develop the meeting calendar.
 - 3. Prepare meeting agendas.
 - 4. Preside over meetings.
 - 5. Assign committee member task as necessary.

VI. MEETINGS

- A. The Communications Committee shall meet on a monthly basis or as needed and shall publish meeting dates and times.
- B. The Chairperson shall be responsible for chairing the meetings. If the Chairperson is unable to attend, the Secretary or another designated Committee member shall chair the meeting.

VII. REMOVAL

- A. BOD may remove any Communications Committee member, including the Chairperson, with or without cause.
- B. The Communications Committee may make recommendations to the BOD regarding the removal of Communications Committee members, upon a majority vote of the Communications Committee.

VII. COMMUNICATIONS

In the interest of insuring strong communications between the BOD and the Communication Committee, it is expected that the Committee Chairperson, or his or her designee, will attend each regular scheduled business meetings of the Board. The committee representative will present Committee plans, requests for monetary expenditures, request for assistance from the Board, when needed, and answer any questions the Board may have regarding Committee assignments.

VIII. COMPENSATION

The Communications Committee shall serve without compensation. Communications Committee members may be reimbursed for reasonable expenses associated with the Communications Committee duties and responsibilities.

VIII. EFFECTIVE DATE

The Effective date of the Resolution shall be 1/1/13 2013. It shall supersede and replace all prior versions of Administrative Resolution No. 9 and other resolutions relating to the Charter for the Communications Committee.

SALEM FISHERS COMMUNITY ASSOCIATION

By: *Leisa Dawlert*
President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held November 19, 2013

Motion by: Cynthia Alsop Seconded by: Gregory Shillings

	VOTE:			
	Yes	No	Abstain	Absent
<u>[Signature]</u> Director, President	✓			
<u>[Signature]</u> Director, Vice President	✓			
<u>[Signature]</u> Director, Treasurer	✓			
<u>[Signature]</u> Director, Secretary	✓			
_____ Director				

ATTEST:

[Signature] 11/19/13
Secretary Date

Resolution effective: November 19 2013.

SALEM FIELDS COMMUNITY ASSOCIATION

ADMINISTRATIVE RESOLUTION NO. 14

(Reasonable Accommodations and Modifications)

Effective Date: 029, 2018

WHEREAS, Article 4, Section 4.1 of the Salem Fields Community Association's (the "Association") Bylaws (the "Bylaws") provides, in part, that the Board of Directors (the "Board") shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Virginia Nonstock Corporation Act ("Act") or the Association Documents required to be exercised and done by the Owners, and that the Board shall also have the power from time to time to adopt and amend reasonable Rules and Regulations not inconsistent with the Association Documents; and

WHEREAS, the Association has certain obligations under the Federal Fair Housing Act and the Virginia Fair Housing Law. These obligations include reasonable accommodations in rules, policies, practices or services, and allowing for reasonable modifications to be made to the Property when such accommodations and modifications may be necessary to afford a Person with a Disability equal opportunity to use and enjoy their respective Lots and the Common Area; and

WHEREAS, the Board believes it to be in the best interest of the Association to create certain procedures for the Owners and residents of the Association, who believe that they require a reasonable accommodation, to communicate that request to the Board, and for the Board to evaluate, respond to, and implement such request.

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures for the consideration of requests for modifications and accommodations are adopted.

1. Purpose: The Association has certain obligations under the Fair Housing Act and the Virginia Fair Housing Law. One of these is that the Association should make reasonable modifications of the common area and/or accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford a Person with a Disability equal opportunity to use and enjoy their Lot and the Common Area. This policy provides procedures for how Owners and residents within the Salem Fields community, who believe they require such an accommodation or modification, should communicate such request to the Board, and how the Board will evaluate, respond to, and implement such request.

2. Definitions:

A. Disability – For the purpose of this policy, the Association will use the definition of "Handicap" in the Federal Regulations at (24 CFR § 100.201), as may be amended. *Handicap* means, with respect to a person, a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance, as defined under Virginia and federal law

B. Person with a Disability – For the purpose of this policy, a Person with a Disability means a Person with a “Handicap”.

C. Reasonable Accommodation – "Reasonable Accommodation" means modifying a rule, policy, practice or procedure that is generally applicable to everyone to make its burden less onerous on the handicapped individual (i.e., the Person with a Disability). An accommodation is not reasonable if (1) it would require a fundamental alteration in the nature of a program, or (2) if it imposes undue financial or administrative burdens on the Association. It is impossible to determine in advance what, if any, reasonable accommodation is required for any particular situation, since whether an accommodation is "reasonable" is determined by an examination of the facts of the particular circumstances.

D. Reasonable Modification – “Reasonable Modification” means a structural change made to existing premises, occupied or to be occupied by a Person with a Disability, in order to afford such person full enjoyment of the premises. Reasonable Modification can include structural changes to interiors and exteriors of dwellings on Lots and to the Common Area.

3. Requests for Reasonable Accommodation and/or Modification:

A. Place: All requests for modification and/or accommodation should be made in writing, and delivered to the following person at the following address:

Salem Fields Community Association
11125 Rappahannock Drive
Fredericksburg, VA 22407
Attn: On-Site Community Manager

This is necessary to ensure that all requests are properly logged and considered. Please do not give such requests verbally or to any other person (i.e., individual board members, etc.). If, however, you are not able to submit a written request, please contact the On-Site Community Manager via telephone at 540-548-3487, who will prepare a written request for you. A copy of said request will be provided to the requesting party within five (5) business days at the address of record for the Lot in which the requesting party resides.

B. Contents: An accommodation/modification request should include at least the following:

- (1) Name of requesting party;
- (2) Address (please also include telephone number where the requesting resident can be reached);
- (3) Does the requesting resident own or lease the Lot? If leased, please give the commencement and termination dates of the lease.

(4) Information that verifies that the requesting party or the Person with the Disability for whom this request is being made meets the Federal Fair Housing Act's definition of Handicap and whether the Handicap is permanent or temporary;

(5) Information that describes the needed modification and/or accommodation. Please describe the problem that the Disability is causing with respect to a rule, policy, practice or service of the Association. Please try to be as specific as possible in describing the problem and requested accommodation of the Association; and

(6) Information showing the relationship between the Disability and the need for the requested modification and/or accommodation.

If any further information is required regarding the Disability or the requested modification and/or accommodation, the resident requesting the modification and/or accommodation will be contacted by Management or the Association's legal counsel.

C. Timing: Because of the probable need for action by the Board, requestors should allow sufficient lead-time for proper evaluation and approval of the request.

4. Consideration of Requests:

A. Upon receipt of a request, management will notify the requesting party that the request has been received, and that a response will be forthcoming within thirty (30) days unless the situation requires an expedited response.

B. If the requesting party is a tenant, and the tenant is requesting a change to a Lot, management will direct the requesting party to make the request directly to their Owner. If the request is for something that approval by the Association is not required, management will so notify the requesting party and Owner and advise the requesting party to obtain the Owner's approval (in which case it is solely a matter between the tenant and the Owner). If the request is for something that requires approval by the Association, then the request will be processed as provided in this Section 4, except that the Association will require the Owner to sign off on the application for changes and improvements.

C. Management will (1) make a record of the receipt of the request, (2) review the request to make sure that the items described in Paragraph 3.B. above are included, and (3) provide a copy to the Board when the request involves a modification to the exterior of the improvements on the Lot. If there is an apparent legal issue about the Disability or the nature of the requested modification and/or accommodation, or if otherwise directed by the Board, management will send a copy of the request to the Association's counsel for legal advice.

D. If any information required by Paragraph 3.B. is missing, or if any additional information or clarification is necessary, management or the Association's legal counsel will so notify the requesting party. If it is not clear to the Association that the requesting party is, in fact, disabled, i.e., has a physical or mental impairment that substantially limits one or more major life activities, the requesting party may be required to submit additional

documentation within ten (10) business days of the date of the request for said additional information.

E. If any requested accommodation will require any expenditure of funds by the Association, management will ascertain what will be required, and obtain prices for these requirements.

F. If any requested modification will require any expenditure of funds, the requesting resident may be responsible for the costs incurred for the modification, if authorized.

G. If the requested accommodation is a one-time accommodation not requiring a rule change and/or requires an expenditure of \$100.00 or less, the President is authorized to approve the accommodation without referral to the Board. Any other request shall be referred to the Board for consideration at its next scheduled meeting unless the circumstances require a special meeting.

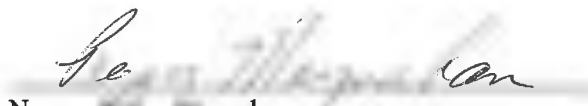
H. Management will notify the requesting party in writing as to the Board's decision within five (5) business days. If the request is denied due to the nature of the requested accommodation, management will offer the requesting party an opportunity for a dialogue as to how the person's Disability might otherwise be accommodated.

I. If a request by a tenant is approved by the Association, the Association's approval does not also constitute approval that may be required from the Owner of the Lot on which the tenant resides. If for any reason approval from the Owner of the Lot is also required, a tenant should seek the same directly from Owner.


5. The Effective Date of this Resolution shall be February 21, 2018, and shall supersede any other previously adopted resolutions regarding reasonable accommodations and modifications.

SALEM FIELDS COMMUNITY ASSOCIATION

By:



Name: Peggy Oynahan
Title: President

By:


Name: Jackie Bryan
Title: Secretary

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Administrative Resolution was posted on the Salem Fields Community Association website www.salemfieldscommuni.com on this 27 day of February, 2018.


_____, Community Manager
First Service Residential Metro DC LLC

SALEM FIELDS COMMUNITY ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. __

(Reasonable Accommodations and Modifications)

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held on February 22 2018

Motion by:

[Handwritten Signature]

Seconded by:

[Handwritten Signature]

VOTE:	YES	NO	ABSTAIN	ABSENT
Director, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director, Vice-President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director, Treasurer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director, Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Secretary

[Handwritten Signature]

Date

2/22/18

Resolution Effective: _____

**SALEM FIELDS COMMUNITY ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 13**

(Social Committee Charter)

Effective Date: October 1, 2020

WHEREAS, Article 4, Section 4.1 of the Bylaws for the Salem Fields Community Association (the “Association” or “SFCA”) provides that the management of the affairs of the Association shall be vested in the Board of Directors; and

WHEREAS, Article 7, Section 7.2 of the Bylaws states that: “The Board of Directors may create and abolish from time to time . . . committees consisting of two (2) or more persons as the Board may deem appropriate to aid in the administration of the affairs of the Association. Such committees shall have the powers and duties fixed by resolution of the Board from time to time”; and

WHEREAS, Article 7, Section 7.3 of the Bylaws states that: “The Board shall appoint the chair of each committee, and may either appoint the other members thereof or leave such appointment to the committee chair. The Board of Directors may remove a committee member with or without cause on three (3) days written notice....”; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to form a Social Committee

NOW THEREFORE, BE IT RESOLVED THAT a Social Committee is hereby established and that the following structure and rules and regulations for this Committee be hereby adopted and shall be implemented as set forth herewith:

I. POWERS AND RESPONSIBILITIES

The primary responsibility of the Social Committee is to advise the Board of Directors, in a reasonable and productive manner, on matters relating to social, community, recreational events and activities for residents. The intended result is improved neighborhood camaraderie, fellowship and sense of community. The Social Committee is solely a social committee.

II. AUTHORITY

Per Article 7, Section 7.2 of the Bylaws, the Social Committee shall have such additional duties, powers and authority as the Board of Directors may provide from time to time. The

Board of Directors may relieve the Social Committee of any of its duties, powers and authority either generally or on a case-by-case basis.

III. ELIGIBILITY

- A. All committee members must either be Members of SFCA who own a Lot in the Salem Fields community or a tenant residing on a Lot within the Salem Fields community. All committee members must be Members of the Association, who are in “good standing” with SFCA. “Good standing” shall be defined as a Member of SFCA who is not delinquent more than sixty (60) days in the payment of any financial obligation due SFCA, whose rights to use SFCA facilities have not been suspended, or who is not a party in any pending legal action in which the Association is an adverse party.
- B. There shall not be more than one (1) voting member of a household or Lot in SFCA serving on the Social Committee at the same time.

IV. NUMBER OF MEMBERS, APPOINTMENT, AND LENGTH OF TERM

- A. The Board of Directors shall appoint the Chairperson of the Social Committee at the first Board meeting of each year. The Chairperson shall be a SFCA Member who owns a Lot in the Salem Fields Community. The Chairperson shall serve a one (1) year term and may be reappointed every year. The appointment shall remain in effect through December 31st of the year unless earlier removed. Nominations are made/taken on a voluntary basis.
- B. There shall be a minimum of four (4) members of the committee. Prospective members may submit their requests for Board approval to the On-Site Manager at any time.

V. COMMITTEE MEMBERS

- A. Chairperson will
 - 1. Appoint a Secretary to record and maintain records for the Committee
 - 2. Ensure that a proposed budget is prepared and presented to the BOD by September 1st of each year.
 - 3. Monitor the budget
 - 4. Monitor, track and maintain the committee membership roster
 - 5. Develop the meeting calendar
 - 6. Prepare meeting agenda
 - 7. Preside over monthly meetings (or more or less frequently, as needed) to plan upcoming events. All meetings shall be held in the evenings after 6:00 p.m. to encourage community involvement.

8. Appoint Event Coordinators to assist with the planning and execution of specific events.
9. Oversee Event Coordinator activities
10. Supply information for newsletter, emails and website
11. Maintain an open line of communication with Board Liaison regarding status of event planning, problems encountered, assistance needed, etc.
12. Seek Board of Directors approval for all proposed social events.

B Secretary will

1. In the absence of the Chairperson, perform his/her duties.
2. Ensure that the Social Committee events calendar is maintained and published through the On-Site Manager.
3. Monitor and track the activities of any subcommittees established by the Committee.
4. Record accurate minutes of the Social Committee's meetings, distribute them to all members of the Committee for approval and submit the approved minutes to the On-Site Manager for inclusion in the monthly Board of Directors meeting package. Minutes shall include a record of the date, time, and place of the meeting, Committee members in attendance, a record of issues discussed and all votes of the Committee members taken on the implementation of events previously approved by the Board and on what requests to send to the Board for action.
5. Prepare requests for Board of Directors action on Committee recommendations
6. Maintain the official Committee records to include:
 - a. All announcements/flyers
 - b. Number of volunteers needed/received
 - c. A summary of the event, including community feedback, for purposes of planning future events.

Social Committee will

- A. Provide the Board with a list of proposed social or recreational activities and events ("Social Events") for the Board of Directors consideration.
- B. Provide budget recommendations for funding community events.
- C. Implement approved Social Events.
- D. Solicit volunteers to participate in and/or to assist with planned Social Events.
- E. Identify areas of "need" for new social events (i.e. ensures that events are planned to include singles, families, children seniors, ethnic backgrounds, etc.).
- F. Perform other duties as assigned by the Board.
- G. Serve without compensation.

VI. EVENT GUIDELINES

1. No events will include gambling/games of chance
2. Committee members and volunteers shall not collect or handle any monies
3. Storage of personal items is prohibited in the Community Center. Location where to store personal items needed for social events will be submitted to the Board of Directors for its directive.
4. All announcements, flyers, face book advertising and email blasts will be handled by the On-Site Management office to ensure that all residents are aware of activities
5. Private events require renting of the facility
6. All event planning communication must include all committee members, On-Site Management and the Board Liaison to prevent any miscommunication, ensure that everyone is kept up to date and that everything that needs to happen is happening.

VII. EVENT COORDINATOR

1. Receives assignment of particular event responsibility from Chairperson;
2. Works with the On-Site Manager to develop invitations/flyers for the event
4. Determines what is needed for the particular event
5. Ensures notice of the event and what is needed is distributed in a timely manner
6. Recruits volunteers to assist with all aspects of event execution including, but not limited to the following:
 - a. Help with food, drink, paper products and utensils;
 - b. Planning and execution of activities/games and getting prizes, if applicable;
 - c. Preparing sign-up sheets and name tags;
 - d. Decoration;
 - e. Set up/clean up;
7. Maintains communication with Chairperson regarding the assigned event

VIII. Meetings

1. All Social Committee meetings shall be open to Owners/residents as observers. Notice of meetings of the Social Committee shall be given to each committee member personally or by mail, telegraph, telecopy or telephone, orally or in writing, at least three business days prior to the date named for such meeting. Such notice shall state the place, date and time. Notice of committee meetings shall be posted or otherwise published in a manner reasonably expected to notify all members of the Association of the place, date and time of meetings of the committee.

2. Each Social Committee member will have one vote on each issue regarding the implementation of events previously approved by the Board and on what requests to send to the Board for action.
3. A quorum of Committee members must be present in order to convene a meeting or conduct business. A quorum shall be present if the majority of the Committee members are present at any regularly scheduled meeting. If the Committee is unable to convene a meeting due to lack of a quorum, the Chairperson will reschedule the meeting to a date prior to the next scheduled Social Committee meeting.
4. The Committee shall allow a three (3) minute comment time from non-Committee owners and residents, if present and desiring to speak.
5. The vote of the majority of the Social Committee members present at a meeting with a quorum regarding the implementation of events previously approved by the Board and on what requests to send to the Board for action, shall constitute the decision of the Committee. All voting shall be conducted in open session.

IX. REMOVAL

The Board of Directors may remove any Social Committee Member, including the Chairperson, with or without cause on three (3) days written notice.

X. COMMUNICATIONS

1. In the interest of ensuring strong communications between the Board of Directors and the Social Committee, it is expected that the Committee Chairperson, or his or her designee, will attend each regularly scheduled business meeting of the Board. The Committee representative will present Committee plans, status of the plans, requests for assistance from the Board, when needed, and answer any questions the Board may have regarding Committee activities.
2. The Social Committee will communicate all activities, events and all Committee Meetings to residents through the newsletter and/or other communication vehicles of SFCA.

XI. EFFECTIVE DATE

The Effective Date of this Administrative Resolution is October 1 2020. It supersedes and replaces all prior versions of the Social Committee Charter, Administrative Resolution No. 13 and other resolutions related to the Social Committee.

**SALEM FIELDS COMMUNITY
ASSOCIATION**

By: Michelle Fitzgerald
Michelle Fitzgerald, President

**SALEM FIELDS COMMUNITY ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 1314
(Budget Committee Charter)**

Effective Date: August 28, 2018

WHEREAS, Article 4, Section 4.1 of the Bylaws for the Salem Fields Community Association (the "Association" or "SFCA") provides that the management of the affairs of the Association shall be vested in the Board of Directors (the "Board"); and,

WHEREAS, Article 7, Section 7.2 of the Bylaws states that: "The Board of Directors may create and abolish from time to time . . . committees consisting of two (2) or more persons as the Board may deem appropriate to aid in the administration of the affairs of the Association. Such committees shall have the powers and duties fixed by resolution of the Board from time to time . . .;" and,

WHEREAS, Article 7, Section 7.3 of the Bylaws states that: "The Board shall appoint the chair of each committee, and may either appoint the other members thereof or leave such appointment to the committee chair. The Board of Directors may remove a committee member with or without cause on three (3) days written notice. . .;" and,

WHEREAS, the Board of Directors believes it is in the best interest of the Association to appoint a Budget Committee.

NOW, THEREFORE, BE IT RESOLVED THAT a Budget Committee shall be established, and that the following procedures for this Committee be adopted and implemented herewith:

I. POWERS AND RESPONSIBILITIES

- A. The primary responsibility of the Budget Committee (the "Committee") is to advise the Board of Directors, in a reasonable and productive manner, on matters relating to the development of the annual budget for the Association. The Committee shall not have spending authority, nor shall the Committee have the authority to enter into contracts or bind the Association in any manner. The Committee's sole authority is to provide advice and recommendations to the Board of Directors, and the Board of Directors retains all final decision-making authority. The Board of Directors may assign the Committee with tasks from time to time that may include but not be limited to providing the Board of Directors and the Management Agent/Community Manager with recommendations regarding:
1. The continuous improvement of and adherence to financial policies, procedures and practices;
 2. The annual audit and tax returns as prepared by the Association's audit firm;
 3. Repair and replacement, operating, and capital reserves;
 4. Analysis and preparation of the annual budget; and
 5. Review of the annual budgeting process.

- B. Assisting other committees, as requested, concerning the budget.

II. AUTHORITY

Per Article 7, Section 7.2 of the Bylaws, the Budget Committee shall have such additional duties, powers and authority as the Board of Directors may provide from time to time. The Board of Directors may relieve the Budget Committee of any of its duties, powers and authority either generally or on a case-by-case basis.

III. ELIGIBILITY

- A. All committee members must either be Members of SFCA or a tenant residing on a Lot within the Salem Fields community. A Member of SFCA must be in "good standing" with SFCA. "Good standing" shall be defined as a Member of SFCA who is not delinquent more than sixty (60) days in the payment of any financial obligation due SFCA, whose rights to use SFCA facilities have not been suspended, or who is not a party in any pending legal action in which the Association is an adverse party.
- B. There shall not be more than one (1) voting member of a household or Lot in SFCA serving on the Budget Committee at the same time.

IV. NUMBER OF MEMBERS, APPOINTMENT, AND LENGTH OF TERM

- A. The Board of Directors shall appoint the Chairperson of the Committee at the May Board meeting of each year. The Chairperson must be a SFCA Member, shall serve a one (1) year term, and may be reappointed every year.
- B. There shall be a minimum of two (2) members of the Committee, with the goal of having each area of the community represented. Prospective members may submit their requests for Board approval to the Community Manager at any time.

V. COMMITTEE OFFICERS

- A. At a minimum, the Committee Chairperson shall appoint a Secretary who shall be responsible for recording accurate minutes of meetings.
- B. Duties of the Chairperson:
 - 1. Monitor, track and maintain the committee membership roster;
 - 2. Develop the meeting calendar;
 - 3. Prepare meeting agendas;
 - 4. Preside over the meetings;
 - 5. Assign committee members tasks as necessary; and
 - 6. Develop and monitor the budget.

VI. MEETINGS

- A. The Budget Committee shall meet on a monthly or as needed basis and shall publish dates and times of meetings.

- B. The Chairperson shall be responsible for chairing the meetings. If the Chairperson is unable to attend, the Secretary or another designated Committee member shall chair the meeting.

VII. REMOVAL

The Board of Directors, in its sole discretion, may remove any Budget Committee Member, including the Chairperson, either with or without cause.


VIII. COMMUNICATIONS

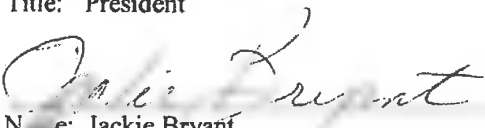
In the interest of insuring strong communications between the Board of Directors and the Budget Committee, it is expected that the Chairperson, or his or her designee, will attend each regularly scheduled business meeting of the Board. The Committee representative will present Committee plans and requests for assistance from the Board, when needed, and answer any questions the Board may have regarding Committee assignments.

IX. EFFECTIVE DATE

The Effective Date of this Administrative Resolution is August 28, 2018. It supersedes and replaces all prior resolutions relating to a Budget Committee Charter.

SALEM FIELDS COMMUNITY ASSOCIATION

By: 
Name: Michael Bowers
Title: President

By: 
Name: Jackie Bryant
Title: Secretary

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Administrative Resolution No. ¹⁴13 was posted on the Salem Fields Community Association website (www.salemfieldscommunity.com) on this 31st day of August, 2018.

By:

Tina Nichols

Name: Tina Nichols

Title: On-Site Community Manager

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held on August 28, 2018

Motion by: Michael Bowers Seconded by: _____

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>Tina Nichols</u> Director	✓			
<u>Michael Lambert</u> Director	✓			
<u>Michelle Harner</u> Director	✓			
<u>Jackie Bryant</u> Director				
<u>Patricia O'Connell</u> Director	✓			

ATTEST:

Jackie Bryant
Jackie Bryant, Secretary

8/28/18
Date

Resolution effective: August 28, 2018

**SALEM FIELDS COMMUNITY ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 16**

(Villa Social Committee Charter)

Effective Date: October 1, 2020

WHEREAS, Article 4, Section 4.1 of the Bylaws for the Salem Fields Community Association (the “Association” or “SFCA”) provides that the management of the affairs of the Association shall be vested in the Board of Directors; and

WHEREAS, Article 7, Section 7.2 of the Bylaws states that: “The Board of Directors may create and abolish from time to time . . . committees consisting of two (2) or more persons as the Board may deem appropriate to aid in the administration of the affairs of the Association. Such committees shall have the powers and duties fixed by resolution of the Board from time to time”; and

WHEREAS, Article 7, Section 7.3 of the Bylaws states that: “The Board shall appoint the chair of each committee, and may either appoint the other members thereof or leave such appointment to the committee chair. The Board of Directors may remove a committee member with or without cause on three (3) days written notice....”; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to form a Villa Social Committee; and

NOW THEREFORE, BE IT RESOLVED THAT a Villa Social Committee is hereby established and that the following structure and rules and regulations for this Committee is hereby adopted and shall be implemented as set forth herewith.

I. POWERS AND RESPONSIBILITIES

The primary responsibility of the Villa Social Committee is to advise the Board of Directors, in a reasonable and productive manner, on matters relating to social, community, recreational events and activities for Villa residents. The intended result is improved neighborhood camaraderie, fellowship and sense of community. The Villa Social Committee is solely a social committee.

II. AUTHORITY

Per Article 7, Section 7.2 of the Bylaws, the Villa Social Committee shall have such additional duties, powers and authority as the Board of Directors may provide from time to time.

The Board of Directors may relieve the Villa Social Committee of any of its duties, powers and authority either generally or on a case-by-case basis.

III. ELIGIBILITY

- A. All committee members must either be Members of SFCA who own a Lot in the Salem Fields community or a tenant residing on a Lot within the Salem Fields community. All committee members must be Members of the Association, who are in “good standing” with SFCA. “Good standing” shall be defined as a Member of SFCA who is not delinquent more than sixty (60) days in the payment of any financial obligation due SFCA, whose rights to use SFCA facilities have not been suspended, or who is not a party in any pending legal action in which the Association is an adverse party.
- B. There shall not be more than one member of a household or lot in SFCA serving on the Villa Social Committee at the same time.

IV. NUMBER OF MEMBERS, APPOINTMENT, AND LENGTH OF TERM

- A. The Board of Directors shall appoint the Chairperson of the Villa Social Committee at the first Board meeting of each year. The Chairperson shall be a SFCA Member who owns a lot in the Villas section of the Salem Fields community. The Chairperson shall serve a one (1) year term and may be reappointed every year. The appointment shall remain in effect through December 31st of each year unless earlier removed. Nominations are made/taken on a voluntary basis.
- B. There shall be a minimum of four (4) members of the committee, with the goal of having each of the Villas sections represented on the committee. Prospective members may submit their requests for Board approval to the On-Site Manager at any time.

V. COMMITTEE MEMBERS

- A. Chairperson will
 - 1. Appoint a Secretary to record and maintain records for the Committee
 - 2. Monitor, track and maintain the committee membership roster
 - 3. Develop the meeting calendar
 - 4. Prepare meeting agenda
 - 5. Preside over monthly meetings (or more or less frequently, as needed) to plan upcoming events. All meetings shall be held in the evenings after 6:00 p.m. to encourage community involvement.

6. Appoint Event Coordinators to assist with the planning and execution of specific events.
7. Oversee Event Coordinator activities
8. Supply information for newsletter, emails and website
9. Maintain an open line of communication with Board Liaison regarding status of event planning, problems encountered, assistance needed, etc.
10. Seek Board of Directors approval for all proposed social events.

B. Secretary will

1. In the absence of the Chairperson, perform his/her duties.
2. Ensure that the Villa Social Committee events calendar is maintained and published through the On-site Manager
3. Monitor and track the activities of any subcommittees established by the Committee.
4. Record accurate minutes of the Villa Social Committee's meetings, distribute them to all members of the Committee for approval and submit the approved minutes to the On-Site Manager for inclusion in the monthly Board of Directors meeting package. Minutes shall include a record of the date, time, and place of the meeting, Committee members in attendance, a record of issues discussed and all votes of the Committee members taken on the implementation of events previously approved by the Board and on what requests to send to the Board for action.
5. Prepare requests for Board of Directors action on Committee recommendations
6. Maintain the official Villa Social Committee records to include:
 - a. All announcements/flyers
 - b. Number of volunteers needed/received
 - c. A summary of the event, including community feedback, for purposes of planning future events.

Villa Social Committee will

1. Provide the Board with a list of social or recreational activities and events ("Social Events") for the Board of Directors consideration
2. Implement approved Social Events
3. Solicit volunteers to participate in and/or to assist with planned Social Events
4. Identify areas of "need" for new social events (i.e. ensures that events are planned to include singles, families, children, seniors, ethnic backgrounds, etc.)
5. Perform other duties as assigned by the Board
6. Serve without compensation

VI. EVENT GUIDELINES

1. No events will include gambling/games of chance
2. Committee members and volunteers shall not collect or handle any monies
3. Storage of personal items is prohibited in the Villa Meeting House. Location where to store personal items needed for social events will be submitted to the Board of Directors for its direction.
4. All announcements, flyers, face book advertising and email blasts will be handled by the on-Site management office to ensure that all Villa residents are aware of activities
5. Private events require renting of the facility
6. All event planning communication must include all committee members, On-Site Management and the Board Liaison to prevent any miscommunication, ensure that everyone is kept up to date and that everything that needs to happen is happening.

VII. EVENT COORDINATOR

1. Receives assignment of particular event responsibility from Chairperson;
2. Works with the On-Site Manager to develop invitations/flyers for the event
4. Determines what is needed for the particular event
5. Ensures notice of the event and what is needed to be able to distribute in a timely manner
7. Recruits volunteers to assist with all aspects of event execution including, but not limited to the following:
 - a. Help with food, drink, paper products and utensils;
 - b. Planning and execution of activities/games and getting prizes, if applicable;
 - c. Preparing sign-up sheets and name tags;
 - d. Decoration;
 - e. Set up/clean up;
7. Maintains communication with Chairperson regarding the assigned event

VIII. Meetings

1. All Villa Social Committee meetings shall be open to Owners/residents as observers. Notice of meetings of the Villa Social Committee shall be given to each committee member personally or by mail, telegraph, teletype or telephone, orally or in writing, at least three business days prior to the date named for such meeting. Such notice shall state the place, date and time. Notice of committee meetings shall be posted or otherwise published in a manner reasonably expected to notify all members of the Association of the place, date and time of meetings of the committee.

2. Each Villa Social Committee member will have one vote on each issue regarding the implementation of events previously approved by the Board and on what requests to send to the Board for action.
3. A quorum of Committee members must be present in order to convene a meeting or conduct business. A quorum shall be present if the majority of the Committee members are present at any regularly scheduled meeting. If the Committee is unable to convene a meeting due to lack of a quorum, the Chairperson will reschedule the meeting to a date prior to the next scheduled Villa Social Committee meeting.
4. The Committee shall allow a three (3) minute comment time from non-Committee Villa owners and residents, if present and desiring to speak.
5. The vote of the majority of the Villa Social Committee members present at a meeting with a quorum regarding the implementation of events previously approved by the Board and on what requests to send to the Board for action shall constitute the decision of the Committee. All voting shall be conducted in open session.

IX. REMOVAL

The Board of Directors may remove any Villa Social Committee Member, including the Chairperson, with or without cause, on three (3) days written notice.

X. COMMUNICATIONS

1. In the interest of ensuring strong communications between the Board of Directors and the Villa Social Committee, it is expected that the Committee Chairperson, or his or her designee, will attend each regularly scheduled business meeting of the Board. The Committee representative will present Committee plans, status of the plans, requests for assistance from the Board, when needed, and answer any questions the Board may have regarding Committee activities.
2. The Villa Social Committee will communicate all activities, events and all Committee Meetings to Villa residents through the newsletter and/or other communication vehicles of SFCA.

XI. EFFECTIVE DATE

The Effective Date of this Administrative Resolution is October 1, 2020.

**SALEM FIELDS COMMUNITY
ASSOCIATION**

By: *Michelle Fitzgerald*
Michelle Fitzgerald, President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held September 22 2020

Motion by: Kathy Welch Seconded by: Lisa Lambert

	Vote:			
	Yes	No	Abstain	Absent
<u>Michelle Fitzgerald</u> Director, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Lisa Lambert</u> Director, Vice President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Kathy Welch</u> Director, Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Kathy Welch</u> Director, Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Scott Hester</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Kathy Welch 9-25-20
Secretary Date

Resolution effective: October 1, 2020

SALEM FIELDS COMMUNITY ASSOCIATION

ADMINISTRATIVE RESOLUTION NO. 2021- 01

(Election Committee Charter)

Effective Date: 03 2021

WHEREAS, Article 8, Section 8.3 of the Declaration of Salem Fields Community Association (“Declaration”), and along with the Bylaws, Articles of Incorporation, and Rules and Regulations (“Governing Documents”), gives the Salem Fields Community Association (“Association” or “SFCA”) Board of Directors (“Board”) the power to adopt, amend, and repeal Rules and Regulations restricting and regulating the use and enjoyment of the property or any portion thereof and the actions of Owners and occupants which may affect the property;

WHEREAS, Article 4, Section 4.1 of the Bylaws provides the Board shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts as are not required by the Virginia Property Owners’ Association Act (the “Act”) or the Governing Documents to be exercised by Owners;

WHEREAS, Section 5.3(c) of the Articles of Incorporation for the SFCA provides that the Board of Directors of the SFCA shall establish an Election Committee; and,

WHEREAS, Articles 2 and 3 of the Bylaws for SFCA provides procedures for the annual meetings and voting;

WHEREAS, certain changes to the Act have made it necessary to update the Election Committee Charter, as formally executed by Resolution dated November 19, 2013, to address SFCA notice and Owner voting conducted by electronic means; and,

NOW THEREFORE, BE IT RESOLVED that the Board of Directors revised and updated the following procedures:

I. POWERS AND RESPONSIBILITIES

- A. An Election Committee shall be appointed at least sixty (60) days before each annual meeting.
- B. The Election Committee shall consist of one (1) member of the Board of Directors whose term is not expiring and two (2) Owners who are not members of the Board of Directors.
- C. The Election Committee shall:
 - 1. Ensure that the Community Manager has developed the written notice of meeting, proxy forms, ballots, tally form reflecting the total votes (both proxy and ballot) for each candidate, and certificate of election. The Committee Chairperson will provide these documents to the President of

the Board of Directors not later than thirty (30) days before the scheduled annual meeting.

- a. As provided in Section VIII(4) of the Resolution, the Board of Directors may choose to utilize a third-party election entity (“Entity”) to assist with the distribution and collection of Proxy Forms and Absentee Ballots in the context of an electronic election.
 - b. If the Board of Directors chooses to utilize an Entity to assist with an electronic election, then the Election Committee shall ensure that the Entity is provided with Proxy Forms and Absentee Ballots within the time frame established in Section I(C)(1) above.
2. Confirm that the notice of meeting is mailed to Owners by the Community Manager not less than ten (10) days nor more than sixty (60) days before the annual meeting.
- a. For Owners who have consented to receiving electronic notice of future Association meetings in accordance with the Administrative Resolution No. 2021- 04 (the “Resolution”), the Election Committee shall ensure that the notice of meeting is electronically provided to each Owner in accordance with the timeframe referenced in Section I(C)(2) above.
 - b. As referenced in the Administrative Resolution No. 2021- 04, Owners who consent to receiving electronic notice of future Association meetings shall not additionally receive notice by mailing. Electronic notice alone shall be valid and sufficient.
 - c. The Election Committee shall further verify, in any situation where an Entity is utilized to assist with the distribution and collection of Proxy Forms and Absentee Ballots for an electronic election, that the notice of election shall include instructions, deadlines, and may optionally include template forms for timely completing and submitting Proxy Forms and Absentee Ballots to the Association prior to an annual or regularly scheduled meeting.
3. Recruit Owners to help the Committee coordinate the annual meeting activities, verify voter eligibility, determine if a quorum exists (10% of Members, which is Owners from 132 Lots are present in person or by proxy), collect and tally proxies, distribute and collect ballots, and tally the vote. The Committee Chairperson will certify the results.

- a. For electronic elections, collection and tabulation of Proxy Forms and Absentee Ballots may be delegated to an Entity at the discretion of the Board of Directors.
 - b. For electronic elections, Owners recruited under this subsection shall be identified as the “Inspectors of Election” in Section VII(2) of the Resolution and shall fulfill all requirements and duties set forth therein.
4. Confirm that a list of Owners with mailing addresses and email addresses, as appropriate, is provided to the Election Committee by the Community Manager not later than the close of business on the 10th business day before the effective date of notice of the meeting.
 - a. For electronic meetings, the email addresses included in the list shall be utilized to verify and approve the registration of Zoom participants, as provided in Section IV(5) of the Resolution.
5. Confirm the list is made available for review by SFCA board members at least ten (10) days before the election.
6. Confirm that the Membership List, which includes the Owners’ names, mailing addresses, and email addresses, as appropriate, to be used at the annual meeting is annotated to reflect those Owners eligible to vote.
7. Confirm that the Community Manager has confirmed the location for the annual meeting and has arranged for the room to be set up for the meeting and cleaned up after the meeting.
 - a. For electronic meetings, the Election Committee shall verify that a Pro Zoom account is available for use in accordance with Section IX(4) of the Resolution, and that the Host is generally familiar with the operation of a Zoom meeting.
8. Ensure that the official documents and report of the election activities and the results of the election are presented to the Community Manager and Secretary of the Association to be maintained as required by SFCA Records and Retention Policy.

II. REMOVAL

The Board of Directors may remove any committee member, including the Chairperson, with or without cause.

III. COMPENSATION

The Elections Committee shall serve without compensation.

IV. EFFECTIVE DATE

The Effective Date of this Administrative Resolution is AV 723, 2021. It supersedes and replaces all prior versions of Administrative Resolution 10, 1 as of the Effective Date.

SALEM FIELDS COMMUNITY ASSOCIATION

Michelle Hinegardner 6/28/21
Michelle Hinegardner, President Date

Lisa Lambert 6/28/21
Lisa Lambert, Vice President Date

Kathy Welch 6-8-21
Kathy Welch, Secretary Date

Jim Shorts 6-28-21
Jim Shorts, Director Date

Attest:

Kathy Welch 6-8-21
Secretary Date

SALEM FIELDS COMMUNITY ASSOCIATION

RESOLUTION ACTION RECORD

RESOLUTION NO.: 2021- 01

ADMINISTRATIVE RESOLUTION - (Election Committee Charter)

Duly adopted by the Board of Directors of SALEM FIELDS COMMUNITY ASSOCIATION

Motion by: Michelle Hinegardner ^{done} seconded by: Iris Shorts

VOTE:

	YES	NO	ABSTAIN	ABSENT
Michelle Hinegardner	<u>X</u>	___	___	___
Lisa Lambert	___	___	___	<u>X</u>
Kathy Welch	<u>X</u>	___	___	___
Iris Shorts	<u>X</u>	___	___	___

ATTEST:

[Signature]
Secretary

8-18-21
Date

Resolution effective: August 23, 2021

SALEM FIELDS COMMUNITY ASSOCIATION
Administrative Resolution No. 2021 - 02
(Covenants Committee Charter)

Effective Date: 8 23 21

WHEREAS, Section 7.1(a) of the Salem Fields Community Association Bylaws ("Bylaws") provides that the Board of Directors ("Board") of the Salem Fields Community Association ("Association" or "SFCA") shall establish a Covenants Committee as provided for in Article 9 of the Declaration for Salem Fields, as amended and restated ("Declaration");

WHEREAS, Article 9, Section 9.1(a) of the Declaration provides that the Board shall establish a Covenants Committee (i) to assure that the property maintains visual harmony and soundness of repair, (ii) assure that activities deleterious to the aesthetic or property values of the property are avoided, and (iii) to promote the general welfare and safety of the Owners, (or tenants') household members, guests, employees, agents and invitees;

WHEREAS, Article 8, Sections 8.2 and 8.3 of the Declaration set forth covenants and use restrictions which govern SFCA and grants the Board the power to enforce such restrictions by the promulgation of reasonable rules and regulations; and

WHEREAS, the Board of Directors previously created a standing committee to address architectural issues and to provide assistance in the enforcement of the Declaration, Bylaws, Design Guidelines, and rules and regulations (collectively referred to as the "Governing Documents") through the adoption of Administrative Resolution No. 2, superseded by Administrative Resolution No. 7, dated April 10, 2006;

WHEREAS, the Board of Directors desires to provide greater definition to the powers and responsibilities delegated to the Covenants Committee through the amendment and restatement of Administrative Resolution creating the Covenants Committee;

NOW THEREFORE, BE IT RESOLVED that Administrative Resolution No. 1 governing the standing Covenants Committee is hereby revised and updated by the following guidelines:

I. AUTHORITY

Per Article 9, Section 9.1(c) of the Declaration, the Covenants Committee shall have such duties, powers, and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties and authority either generally or on a case-by-case basis.

This Committee shall serve at the direction of and at the pleasure of the Board of Directors. This Committee shall have no authority to speak on behalf of the board of directors or to bind the association financially or contractually, unless authorized by the Board

II. RESPONSIBILITIES

The primary responsibilities of the Covenants Committee are to assist the Board of Directors in establishing Architectural Guidelines, to monitor applications for additions and alterations to homes, and to act as a liaison and information resource on general matters of the Architectural Guidelines and other SFCA documents.

Accordingly, the Covenants Committee shall:

- A. Meet on a monthly basis to consider applications from Owners for alteration of or additions to homes.
- B. Provide special consideration at times other than the monthly meeting for applications that are proven to be time sensitive.
- C. Annually review the Architectural Guidelines and recommend changes to the Board of Directors for approval.
- D. Ensure that the on-site management office maintains complete and accurate records of committee actions and decisions and that the Owners are notified in writing of the actions taken on applications.
- E. Prepare articles as needed for SFCA newsletter or web site on issues involving the Architectural Guidelines.
- F. Perform other duties as requested by the Board of Directors.

III. ELIGIBILITY

- A. All committee members must be Members of the Association who are in "good standing" with SFCA. "Good Standing" shall be defined as a Member of the Association who is not delinquent more than sixty (60) days in the payment of any financial obligation due the Association, whose right to use SFCA facilities have not been suspended, or who is not a party in any pending legal action in which the Association is an adverse party.
- B. There shall not be more than one (1) member from a Lot on the committee at the same time.

IV. NUMBER OF MEMBERS AND LENGTH OF TERM

- A. The Board of Directors shall appoint between four (4) and seven (7) members to the Covenants Committee. The Committee shall not operate with less than four (4) members.
- B. The Covenants Committee members shall serve one (1) year terms which may be renewed. Any vacancy on the Covenants Committee shall be filled by the Board. Committee members appointed to fill vacancies that occur during the year shall serve out the remainder of the term of the committee members they are replacing.

V. APPOINTMENT

- A. The committee members shall be appointed by a majority vote of the Board of Directors. Current committee members in "good standing" are eligible for reappointment.
- B. Recruitment of candidates may be done through the newsletter, SFCA's website, or by any other means deemed appropriate by the Board of Directors. Owners interested in being appointed must submit a request for appointment, in writing, to the Community Manager. After ensuring eligibility, the Community Manager will forward the application to the Board of Directors for consideration. The Board of Directors shall, in its sole

discretion, appoint persons to serve on the Covenants Committee to fill any existing vacancy.

- C. Committee members will be provided a copy of this Charter within a reasonable period of time following their appointment.

VI. REMOVAL

- A. The Board of Directors may remove any committee member, including the Chairperson, with or without cause, upon three (3) days written notice.
- B. A committee member shall automatically be removed for failure to attend three (3) consecutive meetings without the prior knowledge and approval of the Chairperson.
- C. The committee may make a recommendation to the Board of Directors regarding the removal of committee members upon a majority vote of the committee.

VII. ELECTION OF OFFICERS

- A. The Board of Directors shall appoint the Chairperson of the Covenants Committee. Other officers of the committee, if desired, may be elected by the committee membership. Other officers of the committee may be elected by the committee membership. As a minimum the committee shall elect a Secretary who shall be responsible for recording accurate minutes of the committee's meeting and submitting them to the Onsite management office, in a timely manner. Minutes shall include a record of the date, time and place of each meeting. Minutes shall also include a record of committee member attendance and all votes of the committee.
- B. The Chairperson, or his or her designee, shall be responsible for chairing meetings of the committee.

VIII. MEETINGS

- A. The Covenants Committee shall hold monthly meetings. The meetings shall be announced in SFCA newsletter and on SFCA website. The meetings shall be open to the Owners and held at a recognized place of SFCA. The meetings shall have a time period to allow input from any non-committee member present at the meeting. The committee may convene into executive session to discuss a case prior to rendering a decision. The committee may vote by e-mail, as needed, after receiving the necessary information on an application to render a decision.
- B. If it is necessary for the Covenants Committee to reschedule or cancel a meeting, the Covenants Committee Chair shall notify the management staff at the earliest possible time so that the membership can be reasonably notified. The Covenants Committee Chair shall be responsible for contracting the member of the Covenants Committee regarding rescheduled or canceled meetings and for ensuring the notice of the rescheduled meeting is published to the Association's members as described above.
- C. Procedures for the exercise of the covenant committee duties:

1. Only applications containing complete and needed information regarding the alteration or addition will be considered. The decision regarding completeness will be made by the property manager. Applications requiring additional information will be returned to the Owner for action.
2. The original application and attachments will be reviewed by all committee members prior to voting. Applications must be considered within forty-five (45) days of receipt.
3. Each committee member including the Chairperson will have one (1) vote.
4. Any application requesting an alteration or addition not contained in the published Architectural Guidelines (i.e. Design Guidelines) will be reviewed by the committee and forwarded with a recommendation to the Board of Directors for action. The Community Manager will notify the Lot owner of this action and also the final action taken by the Board of Directors. The Board of Directors shall determine if an approved action is a one-time exception based on special circumstances surrounding the particular application or a variation to the guidelines. If a variation is approved, the Architectural Guidelines will be so amended.
5. Special meetings of the Covenants Committee may be called provided that notice is given to the members stating the purpose, date, and time of the meeting.
6. A quorum must be present in order to convene a meeting or conduct business. A quorum shall be present if the majority of the current committee members are present. If a quorum is not present, the Chairperson may reschedule the meeting or adjourn until the next scheduled committee meeting.
7. A vote of the majority of the members present at a meeting with a quorum shall constitute the decision of the Covenants Committee. Voting shall be conducted in open session.
8. A record of the actions taken at each meeting will be maintained by the Community Manager for one (1) year. Documentation of the application, attachments, and committee decision will be filed in the Owner's Lot file.

VII. EFFECTIVE DATE

The Effective Date of this Administrative Resolution is August 23 2021. It supersedes and replaces all prior versions of Covenants Committee Charter including Administrative Resolution No. 1 as of the Effective Date.

SALEM FIELDS COMMUNITY ASSOCIATION

By: M. Hinega
Michelle Hinega, President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held June 22, 2021

Motion by: Michelle Hine Gardner Seconded by: Kath Welch

	VOTE:			
	Yes	No	Abstain	Absent
Michelle Hine Gardner Director, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lisa Lambert Director, Vice President	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Iris Shorts Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kath Welch Director, Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Kathy Welch Secretary 6-28-21 Date

Resolution Effective Date: August 23 2021.

**SALEM FIELDS COMMUNITY ASSOCIATION
ADMINISTRATIVE RESOLUTION NO. 2021- 03
(Ad Hoc Townhouse Parking Committee Charter)
Effective Date: 8 23 20 1**

WHEREAS, Article 4, Section 4.1 of the Bylaws for the Salem Fields Community Association (the “Association” or “SFCA”) provides that the management of the affairs of the Association shall be vested in the Board of Directors; and

WHEREAS, Article 7, Section 7.2 of the Bylaws states that: “The Board of Directors may create and abolish from time to time . . . committees consisting of two (2) or more persons as the Board may deem appropriate to aid in the administration of the affairs of the Association. Such committees shall have the powers and duties fixed by resolution of the Board from time to time”; and

WHEREAS, Article 7, Section 7.3 of the Bylaws states that: “The Board shall appoint the chair of each committee and may either appoint the other members thereof or leave such appointment to the committee chair. The Board of Directors may remove a committee member with or without cause on three (3) days written notice....”; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to form an Ad Hoc Townhouse Parking Committee with herein stated charter; and

NOW THEREFORE, BE IT RESOLVED THAT an Ad Hoc Townhouse Parking Committee is hereby established and that the following structure and rules and regulations for this Committee is hereby adopted and shall be implemented as set forth herewith:

I. RESPONSIBILITIES

The primary responsibility of the Ad Hoc Townhouse Parking Committee is to advise and assist the Board of Directors, in a reasonable, non-adversarial, cooperative effort and productive manner, in reviewing the parking issues and recommend possible resolutions consistent with the Association Documents for the Fairfield and Parkside townhouse sections. The Ad Hoc Townhouse Parking Committee shall fulfill its responsibilities as follows:

- A. Identifying the parking issues, including the number of spaces needed for each townhouse, the number of townhouses that are using their garages for parking their vehicles and the number of vehicles each townhouse has, within the Fairfield and Parkside Townhouse sections, which shall be obtained by gathering input from all Owners and residents.
- B. Reading and be familiar with the Association documents and the previous attempts by the Association to solve the parking issues of the Fairfield and Parkside Townhouse sections.
- C. Identifying for each parking issue the cause. For example, surveying the Owners and residents of the Fairfield and Parkside townhouse sections to determine the number of

vehicles per townhouse needed and the reasons for the number of vehicles needed per townhouse.

- D. Identifying possible resolutions for the identified parking issues and researching the feasibility of each, including the following factors:
- a. Time frame it would take for the solution to be implemented.
 - b. Assumptions/Constraints for each solution.
 - c. The anticipated expense/cost for each solution and how such cost/expense is to be funded.
 - d. Pros and Cons/Risks for each solution.
 - e. Acquire feedback from all owners as to the proposed solutions.
 - f. The committee will provide a written report which details the feedback including determine the level of interest from each owner and tenant that they speak with by house number.
 - g. If there is more than one possible resolution to a parking issue, the Committee shall report on each suggested solution, including comparisons of each – The Committee must present all options and not just the Committee’s recommended proposed solution and state whether the owners are in support of each of the suggested solutions and whether the owners are agreeable to pay for each suggested solution.
 - h. Present full findings and recommendations to the Board at a meeting for that purpose. Prior to scheduling the meeting, the Chair will provide the written report with the supporting documents to the SFCA Board of Directors to review for completeness and to identify and provide to the Committee any additional information requested by the SFCA Board of Directors to be included in the report.

II. AUTHORITY

Per Article 7, Section 7.2 of the Bylaws, the Ad Hoc Townhouse Parking Committee shall have such additional duties, powers and authority as the Board of Directors may provide from time to time. The Board of Directors may relieve the Ad Hoc Townhouse Parking Committee of any of its duties, powers, and authority either generally or on a case-by-case basis.

III. ELIGIBILITY

- A. All committee members must be Members of the Association, who are in “good standing” with SFCA. “Good standing” shall be defined as a Member of SFCA who is not delinquent more than sixty (60) days in the payment of any financial obligation due SFCA, whose rights to use SFCA facilities have not been suspended, or who is not a party in any pending legal action in which the Association is an adverse party.

- B. There shall not be more than one member of a household or Lot in SFCA serving on the Ad Hoc Townhouse Parking Committee at the same time.

IV. NUMBER OF MEMBERS, APPOINTMENT, AND LENGTH OF TERM

- A. The Board of Directors shall appoint the Chairperson of the Ad Hoc Townhouse Parking Committee at the first Board meeting of each year. For the year 2021, the Board of Directors shall appoint a minimum of three (3) or a maximum of (5) members at the next scheduled Board Meetings following the effective date of this Resolution until all committee members are appointed. The Chairperson shall be a SFCA Member who owns a lot in the Salem Fields community. The Chairperson shall serve a one (1) year term and may be reappointed every year. The appointment shall remain in effect through December 31st of each year unless earlier removed. Nominations are made/taken on a voluntary basis.
- B. There shall be a minimum of three (3) and not more than five (5) members on the Committee. Prospective members may submit their requests for Board approval to the On-Site Manager at any time.

V. COMMITTEE MEMBERS

A. Chairperson will

1. Appoint a Secretary to record accurate minutes of meetings.
2. Monitor, track and maintain the committee membership roster
3. Develop the meeting calendar
4. Prepare meeting agenda
5. Preside over monthly meetings
6. Assign committee member tasks in furtherance of the responsibilities set forth under Section I.
7. Maintain an open line of communication with Board Liaison regarding status of the committee's responsibilities as reflected under Section I.

B. Secretary will

1. In the absence of the Chairperson, perform his/her duties.
2. Record accurate minutes of the Ad Hoc Townhouse Parking Committee's meetings, distribute them to all members of the Committee for approval and submit the approved minutes to the On-Site Manager for inclusion in the monthly Board of Directors meeting package. Minutes shall include a record of the date, time, and place of the meeting, Committee members in attendance, a record of issues discussed, and all votes of the Committee members taken.
3. Prepare requests for Board of Directors action on Committee recommendations
4. Maintain the official AD Hoc Townhouse Parking Committee records to include:
 - a. All announcements/flyers
 - b. Number of volunteers needed/received

- c. A copy of all documents considered or discussed by the Ad Hoc Townhouse Parking Committee.

C. Ad Hoc Townhouse Parking Committee will:

1. Perform the responsibilities listed in Section I of this Resolution.
2. Solicit volunteers to participate in and/or to assist.
3. Perform other duties as assigned by the Board.
4. Serve without compensation.

VI. COMMITTEE GUIDELINES

1. Committee members and volunteers shall not collect or handle any monies.
2. All announcements, flyers and email blasts will be handled by the On-Site management office to ensure that all owners are aware of the committee activities.
3. All communication must include all committee members, On-Site management, and the Board Liaison to prevent any miscommunication, ensure that everyone is kept up to date and that everything that needs to happen is happening.
4. The Committee is not authorized to spend any Association funds without the explicit prior written approval of the Board of Directors.
5. The Committee has no authority to enter into contracts or otherwise bind the Association in any agreements or statements to third parties, including local government authorities.
6. The Committee's role is purely advisory, and the Committee has no independent authority to make decisions on behalf of the Association.

VII. MEETINGS

1. **All Ad Hoc Townhouse Parking Committee meetings shall be open to Owners as observers. Notice of meetings of the Ad Hoc Townhouse Parking Committee shall be given to each committee member personally or by mail, telegraph, telecopy, or telephone, orally or in writing, at least three business days prior to the date named for such meeting. Such notice shall state the place, date, and time. Notice of committee meetings shall be posted or otherwise published in a manner reasonably expected to notify all members of the Association of the place, date, and time of meetings of the committee.**
2. **The Ad Hoc Townhouse Parking Committee shall meet on a monthly basis.**
3. Each Ad Hoc Townhouse Parking Committee member will have one vote on each issue.
4. A quorum of Committee members must be present in order to convene a meeting or conduct business. A quorum shall be present if the majority of the Committee members are present at any regularly scheduled meeting. If the Committee is unable to convene a meeting due to lack of a quorum, the Chairperson will reschedule the

meeting date prior to the next scheduled Ad Hoc Townhouse Parking Committee meeting.

5. At the committee meetings the Committee shall allow a three (3) minute comment time from non-Committee owners, if present and desiring to speak.
6. The vote of the majority of the Ad Hoc Parking Committee members present at a meeting with a quorum shall constitute the decision of the Committee. All voting shall be conducted in open session.

VIII. REMOVAL

The Board of Directors may remove any Ad Hoc Parking Committee Member, including the Chairperson, with or without cause on three (3) days written notice.

IX. COMMUNICATIONS

1. In the interest of ensuring strong communications between the Board of Directors and the Ad Hoc Townhouse Parking Committee, it is expected that the Committee Chairperson, or his or her designee, will attend each regularly scheduled business meeting of the Board. The Committee representative will present Committee progress, status of the responsibilities, requests for assistance from the Board, when needed, and answer any questions the Board may have regarding Committee activities.
2. The Ad Hoc Townhouse Parking Committee will communicate all activities and all Committee Meetings to owners through the newsletter and/or other communication vehicles of SFCA.

X. CODE OF CONDUCT

1. Act in the best interests of the Association.

Committee Members serve for the benefit of the community, and shall, at all times, strive to do what is best for the Association as a whole. Committee Members shall not use their positions as such for private gain.

- a. No Committee Member shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.
- b. No Committee Member shall receive any compensation from the Association for serving on the Committee.
- c. No Committee Member shall willingly misrepresent facts to advance a personal cause or influence the community to place pressure on the Board to advance a personal cause.

- d. No Committee Member shall use his/her position to enhance his/her financial status through the use of certain contractors or suppliers.

2. Respect the Personal Information and Privacy of all Directors and Committee Members.

- a. The Board and Committee Members remain private individuals entitled to all reasonable discretion and privacy regarding their personal lives. It shall be a violation of this code for any Committee Member to share, distribute, or publish (hereafter, “disclose”) any personal information of Board or Committee Members, including:
 - i. Email addresses;
 - ii. Phone numbers;
 - iii. Social media account names/profiles;
 - iv. Street addresses;
 - v. Personal identifying numbers (such as social security or license plate numbers);
 - vi. Payment account numbers (such as debit or credit card numbers);
 - vii. Photographs or videos taken outside of a work-sanctioned context; or
 - viii. Any other personal information that could cause embarrassment, harm (physical, financial, or otherwise), or lead to the receiving of unsolicited communications.
- b. It shall not be a defense that the sender of any personal information listed above claims that no intent to harass, embarrass, frighten, or otherwise harm another Board or Committee Member motivated the sender to disclose that Member’s personal information. Except as provided below in Subsection (c), any such disclosure shall be strictly prohibited.
- c. The provisions of this section shall not apply to such disclosures that are authorized in writing, on a fully informed basis, by the Board or Committee Member whose personal information is sought to be disclosed. The scope of such disclosure shall be limited only to such audience, occasion, and specific information contained in the written authorization.

3. Comply with Governing Documents and Relevant Law.

Committee Members shall use their best efforts to make decisions that are consistent with the Declaration, Bylaws, Rules and other governing documents of the Association (hereinafter “Governing Documents”). Committee Members shall be familiar with and comply with all Governing Documents. Committee Members shall conduct themselves that are consistent with applicable laws, including, but not limited to, refraining from discriminating against any person

on the basis of race, color, religion, national origin, gender, family status, or mental or physical disability.

4. No Unilateral Actions.

Committee Members shall work within the Association's framework and this Resolution and shall abide by the system of management established by the Association's Governing Documents and the Board. Committee Members shall act as a body and not unilateral.

5. Advisory Only

The Committee is advisory only for the limited purposes set forth under this Committee Charter's responsibilities set forth in Section I of this Resolution. This Committee is not a Townhouse Board, does not have authority to govern the Townhouse community or conduct Townhouse business and cannot issue directives. Except for the responsibilities set forth in Section 1 of this Resolution, this Committee has no authority to conduct business outside the parameters of Section 1 of this Resolution including but not limited this Committee is prohibited from creating their own social media pages and holding meetings outside of committee's responsibilities set forth in Section I of this Resolution. The Committee is prohibited from contacting vendors or contractors on behalf of the Association. This Committee serves in an advisory capacity only making recommendations and/or providing key information and materials to the Board of Directors.

6. Professional Conduct.

Committee Members shall conduct themselves at all meetings, including board meetings, committee meetings and annual meetings of the members in a professional and businesslike manner. Personal attacks against Board Members, other Committee members, Association members, residents, officers, management, or guests are not consistent with the best interests of the community and will not be tolerated. Language at meetings shall be kept professional. Though differences of opinion are inevitable, they must be expressed in a professional and businesslike manner.

7. Confidentiality.

Committee Members shall at all times maintain the confidentiality of all Association business including but not limited to what has transpired in executive sessions. Committee Members are prohibited from disclosing any confidential information to any person, including but not limited to, spouses, significant others, domestic partners, friends, owners and non-owners.

8. Conflicts of Interests.

Committee Members shall immediately disclose to the Board any perceived or potential conflict of interest.

9. Refrain from Defamation.

Committee Members shall refrain from defaming Board Members, other Committee Members, management staff or anyone else in the community. The Association shall deem any Committee Member who engages in defamation to be acting outside the scope of his authority as a Committee Member.

10. Refrain from Acts of Harassment.

Committee Members shall not in any way harass, threaten, or otherwise attempt to intimidate any Board Member, other Committee Member, Association member, or resident. The Association shall deem any Committee Member who harasses, threatens, or otherwise attempts to intimidate other Association members, invitees or residents to be acting outside the scope of his authority as a Committee Member.

11. Communications.

All communications to or from homeowners and contractors must go through the management company.

12. Committee Member.

Committee Member are prohibited from discussing matters that are within the scope of this Committee's responsibilities as reflected in Section 1 of this Charter outside of Committee meetings. Newly appointed Committee Members shall not discuss or speak with outgoing or prior Committee Members regarding the management of the Association or matters currently being reviewed by the Committee.

13 Board Decisions.

Committee Members shall accept the Board's decisions, even if the Committee Member disagrees with the Board's decision.

14. Promote interests of Association.

Committee Members shall promote the goals and interests of the Association in a constructive manner, rather than creating unnecessary conflict among the homeowners.

15. Perform Duties.

Committee Members shall perform their duties in good faith and in accordance with the Governing Documents and the laws of the Commonwealth of Virginia.

16. Interest of Association.

Committee Members shall place the interest of the Association above any personal interests, interests of any particular homeowner; or the interests of a faction of homeowners.

17. Recusal.

A Committee Member, in the capacity of a Member of the Committee, shall recuse himself/herself and not participate in any debate, discussion, or vote regarding any matter directly involving that Committee Member's actions or townhouse owned by that Committee Member.

XI. EFFECTIVE DATE

The Effective Date of this Administrative Resolution is AW 08/23, 2021 It supersedes and replaces all prior versions of the Ad Hoc Townhouse Parking Committee Resolution, Administrative Resolution No. 11 and other resolutions related to the Ad Hoc Townhouse Parking Committee.

This resolution was adopted by the Board of Directors on 6/22, 2021 and shall be effective on July 23, 2021.
August 23,

SALEM FIELDS COMMUNITY ASSOCIATION

M. Haggard 7/14/21
Michelle Haggard, President Date

Lisa Lambert 7.14.21
Lisa Lambert, Vice President Date

Kathy Welch 7-14-21
Kathy Welch, Secretary Date

Jim Short 7/14/21
Jim Short, Treasurer Date

Attest:
[Signature] 7/14/21
Secretary Date

SALEM FIELDS COMMUNITY ASSOCIATION

RESOLUTION ACTION RECORD

RESOLUTION NO.: 2021- 03

Ad Hoc Townhouse Parking Committee Charter

Duly adopted by the Board of Directors of SALEM FIELDS COMMUNITY ASSOCIATION

Motion by: Michelle Hinegardner Seconded by: Iris Shorts

VOTE:

	YES	NO	ABSTAIN	ABSENT
Michelle Hinegardner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lisa Lambert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kathy Welch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Iris Shorts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Kathy Welch
Secretary

8-14-21
Date

Resolution effective: 8/23/21

SALEM FIELDS COMMUNITY ASSOCIATION,
ADMINISTRATIVE RESOLUTION NO. 2021- 04
REGARDING COMMUNICATION PROCEDURES AND
ELECTRONIC MEETING AND VOTING GUIDELINES FOR MEETINGS OF THE
ASSOCIATION AND THE BOARD OF DIRECTORS

WHEREAS, Article 4, Section 4.1 of the Bylaws for Salem Fields Community Association (“Bylaws”) provide that the business and affairs of the Association shall be managed by the Board of Directors elected in accordance with the procedures and for the terms of office set forth in Article 5 of the Articles of Incorporation; and

WHEREAS, Article 4, Section 4.1 of the Bylaws provides that the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the Owners; and,

WHEREAS, Article 4, Section 4.1(4) of the Bylaws provides that the Board of Directors shall adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents; and,

WHEREAS, Article 4, Section 4.3 of the Bylaws provides that any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing setting forth the action taken shall be signed either before or after such action is taken by all of the directors. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the Board of Directors; and,

WHEREAS, Va. Code Ann. § 55.1-1800 provides that a meeting conducted by electronic means (hereinafter “electronic meeting(s)”) includes a meeting conducted via teleconference, videoconference, Internet exchange, or other electronic methods; and,

WHEREAS, Va. Code Ann. § 55.1-1832A provides that unless expressly prohibited by the declaration, (i) any notice required to be sent or received or (ii) any signature, vote, consent, or approval required to be obtained under any declaration or bylaw provision or any provision of this chapter may be accomplished using electronic means; and,

WHEREAS, neither Article 2, Section 2.3 nor Article 10 of the Bylaws expressly prohibits any notice to be sent or received by electronic means; and

WHEREAS, Va. Code Ann. § 55.1-1832D provides that voting on, consent to, and approval of any matter under any declaration or bylaw provision may be accomplished by electronic means, provided that a record is created as evidence of such vote, consent, or approval and maintained as long as such record would be required to be maintained in nonelectronic form; and

WHEREAS, Va. Code Ann. § 55.1-1832F provides that any meeting of the association, the board of directors, or any committee may be held entirely or partially by electronic means, provided

that the board of directors has adopted guidelines for the use of electronic means for such meetings; and

WHEREAS, Va. Code Ann. § 55.1-1832F provides that such guidelines shall ensure that persons accessing such meetings are authorized to do so and that persons entitled to participate in such meetings have an opportunity to do so; and

WHEREAS, Va. Code Ann. § 55.1-1832F provides that the board of directors shall determine whether any such meeting may be held entirely or partially by electronic means; and

WHEREAS, Va. Code Ann. § 55.1-1832G provides that if any person does not have the capability or desire to conduct business using electronic means, the association shall make available a reasonable alternative, at its expense, for such person to conduct business with the association without use of such electronic means; and,

WHEREAS, Va. Code Ann. § 55.1-1815H provides that unless expressly prohibited by the governing documents, a member may vote at a meeting of the association in person, by proxy, or by absentee ballot. Such voting may take place by electronic means, provided that the board of directors has adopted guidelines for such voting by electronic means. Members voting by absentee ballot or proxy shall be deemed to be present at the meeting for all purposes; and,

WHEREAS, neither Article I, Section 1.3 of the Amended and Restated Declaration for Salem Fields ("Declaration") nor Article 3, Section 3.3(a) of the Bylaws expressly prohibits voting by electronic means; and,

WHEREAS, Va. Code Ann. § 55.1-1816A provides that all meetings of the board of directors, including any subcommittee or other committee of the board of directors, where the business of the association is discussed or transacted shall be open to all members of record.; and,

WHEREAS, Va. Code Ann. § 55.1-1832D provides that if the vote, consent, or approval is required to be obtained by secret ballot, the electronic means shall protect the identity of the voter. If the electronic means cannot protect the identity of the voter, another means of voting shall be used; and,

MEETINGS OF THE ASSOCIATION

WHEREAS, Article 2, Section 2.1 of the Bylaws provides that the first annual meeting of the Association shall be held not later than the first anniversary of the incorporation of the Association which occurs after there is an Owner other than the Declarant or a Builder, at such time and place as may be fixed by a resolution of the Board of Directors. Subsequent annual meetings of the Association shall be held on weekdays (other than legal holidays recognized as such in Virginia) at least ten (10) months but not more than fourteen (14) months after the preceding annual meeting; and,

WHEREAS, Article 2, Section 2.3(a) of the Bylaws provides that written notice stating the place, date and time of each annual meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given by the Secretary (or as directed by the Secretary) to each Owner entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. The giving of notice in the manner provided in this section and Article 10 shall be considered service of notice; and,

WHEREAS, Article 10 of the Bylaws provides that except as specifically provided in the Act or the Association Documents, all notices, demands, bills, statements or other communications under the Association Documents shall be in writing and shall be deemed to have been duly given if hand delivered personally to the Owner or the Owner's address of record or delivered by telegraph, teletype or other form of wire or wireless communication or by private carrier or sent United States mail, postage prepaid pursuant Section 13.1-810 of the Act, or if notification is of a default, hearing or lien, sent by registered or certified United States mail; return receipt requested, postage prepaid: (1) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated for an Owner, at the address of a Lot owned by such Owner; (2) if to the Association, the Board of Directors or to the managing agent, at the principal office of the managing agent or at such other address as shall be designated by notice in writing to the Owners pursuant to this section... If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the address shown in the Association records. If a Lot is owned by more than one Person, notice to one of the Persons comprising the Owner shall be sufficient notice to the Owner. Notice of meetings may also be included as part of the Association's newsletter if the newsletter is delivered to every Lot; and,

WHEREAS, Article 2, Section 2.5 of the Bylaws provides that a quorum shall be deemed to be present throughout any meeting of the Association if Owners entitled to cast at least ten percent (10%) of the total number of votes are present, in person or by proxy, at the beginning of such meeting. Once an Owner is present at a meeting, such Owner is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new Record Date is set for that adjourned meeting. When voting on each matter requiring a vote by a specified percentage of each class of Owners or of a specific class of Owners, a quorum of each class of Owners or the specific class of Owners must be present in person or by proxy; and,

WHEREAS, Article 2, Section 2.6 of the Bylaws provides that unless otherwise specified in the notice of the meeting, the order of business at all meetings of the Association shall be as follows: (1) roll call (proof of quorum); (2) proof of notice of meeting; (3) adoption of minutes of preceding meeting; (4) reports of officers; (5) report of Board of Directors; (6) reports of committees; (7) appointment of inspectors of election (when so required); (8) election of directors (when so required); (9) unfinished business; and (10) new business; provided, however, that balloting for election of directors may commence at any time at the direction of the presiding officer; and,

WHEREAS, Article 1, Section 1.3(b) of the Declaration provides that members of the Association shall at all times be, and be limited to, the Declarant (during the Development Period) and the Owners. If more than one Person owns a Lot, then all of such Persons shall collectively constitute one Owner and be one member of the Association; and,

WHEREAS, Article 1, Section 1.3(c) of the Declaration provides that the Class A Owners shall be the Owners, other than the Declarant during the Declarant Control Period. A Class A Owner shall have one vote for each Lot owned. The Class B Owner shall be the Declarant; and,

WHEREAS, Article 3, Section 3.2(d) of the Bylaws provides that no Class A Owner may vote at any meeting of the Association or be elected to serve on the Board of Directors if payment by such Owner of any financial obligation to the Association is delinquent more than sixty (60) days and the amount necessary to bring the account current has not been paid at the time of such meeting or election; and,

WHEREAS, Article 3, Section 3.3(a) of the Bylaws provides that voting by Owners at a meeting shall be by voice vote (except for the election of directors which shall be by written ballot) unless the presiding officer determines otherwise or any Owner present at the meeting, in person or by proxy, requests, and by a Majority Vote the Owners consent to, a vote by written ballot indicating the name of the Owner voting, the number of votes appertaining to such Owner, and the name of the proxy of such ballot if cast by a proxy. There shall be no cumulative voting; and,

WHEREAS, Article 3, Section 3.3(b) of the Bylaws provides that in the sole discretion of the Board of Directors, elections of directors (or other matters permitted by law) requiring a vote of the Owners may be submitted to a referendum of the Owners on a ballot, by mail or at polling places. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board of Directors shall determine the method of voting, the form of all ballots, the deadline for return of ballots and the number and location of polling places, if any; and,

WHEREAS, Article 3, Section 3.4 of the Bylaws provides that a vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy holder how to vote) or uninstructed (leaving the decision of how to vote to the proxy holder's discretion). If uninstructed, the proxy form or instructions shall contain a brief explanation of the effect of leaving the proxy uninstructed. Only instructed proxies may be granted by any Owner to the managing agent. No Person other than the Declarant, a Mortgagee (with respect to the Lots on which the Mortgagee holds a Mortgage), the managing agent or an Officer may cast votes as a proxy for more than five (5) Lots. Proxies shall be: (i) in writing, (ii) dated, (iii) signed by the Owner or a Person authorized by the Owner, (iv) valid for eleven (11) months unless a different time period is provided in the proxy and (v) filed with the Secretary. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the Owner; and,

BOARD OF DIRECTORS MEETINGS

WHEREAS, Article 4, Section 4.2(a) of the Bylaws provides that the first (organizational) meeting of the Board of Directors following an annual meeting of the Association shall be held

within thirty (30) days thereafter at such time and place as shall be determined by a majority of the directors for the purposes of electing Officers, appointing committee members and establishing the manner of operation of the Board for the ensuing year. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors; provided, however, ... such meetings shall be held at least quarterly during each fiscal year; and

WHEREAS, Article 4, Section 4.2(a) of the Bylaws provides that all meetings of the Board of Directors shall be open to Owners as observers, except that the President or presiding officer may call the Board into executive session on sensitive matters such as personnel, litigation strategy or hearings with respect to violations of the Association Documents or as otherwise permitted by law. Any final action taken by the Board of Directors in executive session shall be recorded in the minutes; and,

WHEREAS, Article 4, Section 4.2(b) of the Bylaws provides that notice of meetings of the Board of Directors shall be given to each director personally or by mail, telegraph, telecopy or telephone, orally or in writing, at least three business days prior to the date named for such meeting. Such notice shall state the place, date and time and, in the case of special meetings, the purpose thereof. Notice of meetings shall also be posted or otherwise published in a manner reasonably expected to notify all members of the Association of the place, date and time of meetings of the Board of Directors. No notice of the organizational meeting of the Board of Directors shall be necessary if such meeting is held immediately following the annual meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting; and,

WHEREAS, Article V, Section 3 of the By-Laws provides that a majority of the 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; and,

WHEREAS, Va. Code Ann. § 55.1-1816 provides in pertinent part that notice of the time, date, and place of each meeting of the board of directors ... shall be published where it is reasonably calculated to be available to a majority of the lot owners. ... Notice, reasonable under the circumstances, of special or emergency meetings shall be given contemporaneously with the notice provided to members of the association's board of directors; and

WHEREAS, in accordance with Va. Code §55.1-1817 the Board of Directors herewith sets forth the methods of communicating with the Board of Directors and the management company; and,

WHEREAS, in accordance with Va. Code 55.1-1832F the Board of Directors herewith sets forth the guidelines for holding Annual and Board of Directors meetings through electronic means as well as the voting on, consent to, and approval of any matter put forward therein; and

WHEREAS, use of electronic means for meetings of the Association and the Board of Directors shall permit any Member prevented from attending in-person meetings to observe, participate, and vote in all proceedings for which they are authorized to partake; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves, confirms, and adopts the following Rules and Regulations for the approved methods by which Members may communicate with the Board of Directors and the management company; and,

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors hereby approves, confirms, and adopts the following Rules and Regulations for the holding of meetings by the Association and the Board of Directors by electronic means, as well as the voting on, consent to, and approval of any matter put forward therein:

I. Communication with the Management Company

1. All communications with the Association including the Board of Directors must be through the management company.
2. The Member shall call the number of the management company for any general inquiries such as payment methods, change of address, email address update, etc.
3. The Member can also use the management company platform and go to the Association web portal to provide the Association with his/her email address, change of address, etc.
4. The Member shall email the community manager with any specific inquiries or concerns regarding the common elements or their specific lot.
5. Required notices and other notifications will be sent directly to each Member's physical and/or email addresses as they appear on the management company's records.
6. It is each Member's responsibility to communicate with the management company to update his or her contact information as necessary.
7. The management company has no responsibility to regularly evaluate the correctness of the Member contact information on file.
8. In the event that the Member prefers mailing then all communication shall be mailed to the management company's business office.

Notice to all Members:

1. Members must at all times advise the Association either by calling the call center or using the online portal to keep each Member's current mailing address and current email address updated.

2. The Association through its management company will not communicate with Members by means of any intermediary party.
3. The Association through its management company will only communicate with the respective Member.
4. Members must communicate with their tenant(s) and ensure that each tenant is at all times in compliance with all Association governing documents including the Rules and Regulations.
5. All communications regarding the Association or Member's property will be with the Member of the property only.
6. Members have the responsibility to communicate with their tenants and/or with any management company each Member may have hired to manage their rental property.
7. Members have the responsibility to provide their tenant(s) with copies of the governing documents and advise tenant(s) that they must at all times be in compliance with the governing documents including the rules and regulations of the Association.
8. Members have the responsibility to communicate with their tenants and management company regarding any violations that may have occurred by each Member or their tenants.
9. Members must attend hearings regarding violations and are responsible for violation charges, even violation charges committed by their tenants and/or management company.

II. Communication with the Board of Directors

1. Members wishing to communicate with members of the Board of Directors must attend the meetings of the Board of Directors where Members during open forum can state any concerns to the Board.
2. Members may also forward any questions or concerns for the Board of Directors through the management company by emailing the community manager which communication will be forwarded by the manager to the Board of Directors.

III. Electronic Meetin Platform

1. All electronic meetings of the Association and the Board of Directors shall be conducted on the Zoom software program ("Zoom").

IV. Format of Electronic Meetings

1. Prior to each Annual Meeting or Board of Directors Meeting in accordance with Va. Code Ann. § 55.1-1832F, notice will be sent advising whether the proposed meeting will be held entirely or partially by electronic means.
2. In the case of an Association committee that proposes to entirely or partially hold an electronic meeting, approval to hold the meeting must be received from the Board of Directors prior to distribution of notice to meeting participants.
3. For meetings to be held partially by electronic means, the community manager shall follow all the guidelines set forth in this Resolution plus give notice to the membership of the physical location of the in-person portion of the meeting.
4. Each meeting will have a Zoom Administrator (also called a Host). The Administrator will be the community manager unless otherwise decided by the Board of Directors or Association committee.
5. For all electronic meetings, the Zoom Administrator shall require participants to complete a pre-meeting registration for added security and identification.
 - a. The registration will ask participants to input their first and last name, email address and other pertinent information.
 - b. The registration process will permit the Association to verify that only approved participants attend each electronic meeting.
 - c. Once a registration is submitted, the Association will review it for approval.
 - d. Once approved, the registered participant will receive a confirmation email containing the information needed to join the upcoming meeting including Meeting Id and Passcode.
6. Electronic meetings may utilize an initial virtual waiting room. This permits the Zoom Administrator to inspect and admit participants one at a time to the main meeting page. This assists the Administrator in verifying that only approved participants gain entry to the meeting.
7. The Zoom Administrator shall have the discretion to mute any and all participants in order to more efficiently proceed with the meeting. However, in accordance with Va. Code Ann. §55.1-1832F, the Administrator may not use his or her muting power to deny an opportunity to participate in the meeting to persons entitled to do so in the Annual Meeting and in the open forum portion of Board of Directors Meetings.

8. In the event that the Board of Directors in its sole discretion determines that a participant is disruptive, then the Board will instruct the Administrator to remove the disruptive participant from the meeting and place him/her into the waiting room.
9. Once begun, Zoom meetings will follow the general layout and order of in-person meetings to the fullest extent possible.
10. Members are required to use the Chat feature to indicate their desire to be recognized during Annual Meetings.
11. For Board of Directors meetings, Members are required to use the Chat or Raise Hand Feature to indicate their desire to be recognized during the open forum. The chat box is the only method to communicate without unmuting to speak. The Administrator can acknowledge this member, unmute him/her, and begin timing his/her public comment.
12. For Board of Directors meetings, all Zoom Member participants shall have the same open forum rights that pertain to in-person meetings where each Owner has three (3) minutes to state any concern.
13. Public comment during the open forum is not a question period directed to the board, but rather a time for the members to submit comments to the board.
14. The agenda for the meeting will be uploaded in pdf format in the chat section.
15. After a Motion is made for the Board to go into executive session, the Board can either leave and join a separate zoom meeting specifically set up for the executive session or the Board can place the membership in the waiting room during executive session.
16. It is recommended that each board member be asked whether anyone else is able to hear the discussion.
17. Once the Board has finished executive session, the President can make a Motion to leave executive session and go back into open session and once seconded, the Board either joins the separate Zoom meeting where the membership has been waiting or requests that the Administrator move the membership from the waiting room back into the open session of the board meeting.

V. Electronic Notice – Annual and Regular Scheduled Meetings of the Association

1. As neither Article 2, Section 2.3 nor Article 10 of the Bylaws expressly prohibits notices to be sent or received by electronic means, therefore notices of meetings of the association may be sent by electronic means if consented to by the Member

to whom the notice is given, provided that the officer or his agent certifies in writing that notice was sent and, if such electronic mail was returned as undeliverable, notice was subsequently sent by United States mail.

2. For any Member that did not consent to receive notice by electronic means, notices or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by regular mail, first-class, postage prepaid: (a) if to a Member, at the address which the Member shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Member's Lot.
3. In accordance with Article 2, Section 2.3 of the Bylaws, notice of the annual or regularly scheduled meeting of the Members shall be sent not less than ten (10) but not more than sixty (60) days in advance of such meeting.
4. In accordance with the above-referenced authority, the Association hereby provides a means for Members to consent to receiving electronic notice of future Association meetings.
5. In order to consent to receiving notice of future Association meetings, each Member must mark the box titled "I Consent to Receiving Electronic Notice of Future Association Meetings" on the form attached hereto as **Exhibit A** and (a) mail or hand-deliver the completed form to the management company and (b) call the call center or access the Association portal to advise the Association that the Member has signed the consent to receive the electronic notice of future Association Meetings and provide the Association with his/her email address.
6. Please note, all Members of record for each property address may submit their individual consent to receive electronic notice of future Association meetings on one Exhibit A form. However, each Member of record for each property address must separately fill out and sign an information block under the box selected.
7. After successful submission of the Exhibit A form, consenting Members will thereafter receive email notice only of all future annual and regularly scheduled Association meetings in accordance with the timeframe established in Article III, Section 3 of the By-Laws. It is each Member's responsibility to immediately communicate any changes in submitted contact information, including email addresses, to the management company via the number or Association web portal.
8. Members must use the same email address provided to the management company that they plan to use in registering for each respective Zoom meeting of the Association.
9. In order to ensure attendance and participation in electronic meetings, Members **must** timely register for upcoming Zoom meetings. If registration is not

performed adequately in advance, Members may be unable to fully attend and participate in Zoom meetings.

VI. Electronic Notice – Board of Directors Meetings

1. In accordance with Va. Code Ann. § 55.1-1816B, notice of the time, date, and place of each meeting of the board of directors or of any subcommittee or other committee of the board of directors shall be published where it is reasonably calculated to be available to a majority of the lot owners.
2. In accordance with Article 4, Section 4.2(a) of the Bylaws, regular meetings of the Board of Directors shall be held at least quarterly during each fiscal year.
3. In accordance with Va. Code Ann. § 55.1-1832A and F, respectively, notice of upcoming Board of Directors meetings may be made electronically to consenting Members and the meetings themselves may be held in an electronic format.
4. In order to consent to receiving notice of future Board of Directors meetings, each Member must mark the box titled “I Consent to Receiving Electronic Notice of Future Board of Directors Meetings” on the form attached hereto as **Exhibit A** and (a) mail or hand-deliver the completed form to the management company and (b) call the call center or access the Association web portal to advise the Association that the Member has signed the consent to receive the electronic notice of future Association Meetings and provide the Association with his/her email address.
5. After successful submission of the Exhibit A form, requesting Members will thereafter receive email notice only of all future Board of Directors and Committee/Subcommittee meetings in accordance with the timeframe set out in Article 4, Section 4.2(b) of the Bylaws.
6. It is each Member’s responsibility to immediately communicate any changes in submitted contact information, including email addresses, to the management company.
7. Please note, all Members of record for each property address may submit individual requests to receive electronic notice of future Board of Directors and Committee/Subcommittee meetings on one Exhibit A form. However, each Member of record for each property address must separately fill out and sign an information block under the box selected.
8. Members must use the same email address provided to the management company that they plan to use in registering for each respective Zoom meeting of the Association.

9. In order to ensure attendance and participation in electronic meetings, Members **must** timely register for upcoming Zoom meetings. If registration is not performed adequately in advance, Members may be unable to fully attend and participate in Zoom meetings.
10. When the board president has called the meeting to order, the board secretary should take roll call with each director stating verbally their attendance and ensure accurate recording of minutes. Directors should repeat their full name throughout the meeting when making or seconding motions and voting for the same reasons.
11. Following the roll call, the board secretary should verify that a quorum of Directors is present.
12. The board president will verbally review the board's rules regarding public comment during the public forum in the electronic meeting just as should happen in a normal, in-person board meeting.

VII. Electronic Voting Guidelines – Annual and Regular, Scheduled Association Meetings

1. At annual meetings, Members eligible to vote will be permitted to electronically cast one vote for each open board seat in accordance with Article 3, Section 3.3(a) of the Bylaws and Article 1, Section 1.3(c) of the Declaration.
2. Inspectors of Election will be appointed to supervise the tallying of all votes in an active round of Zoom polling. The Inspectors of Election shall be designated as Co-Administrators (or Co-Hosts) of the Zoom Meeting for purposes of viewing live voting. The names and addresses of the Inspectors of Election shall be recorded in the minutes of the meeting.
3. Members may have one (1) vote for each open board position from the list of candidates provided during the Annual Meeting. In accordance with Article 1, Section 1.3(c) of the Declaration, a Class A Owner shall have one vote for each Lot owned. In accordance with Article 1, Section 1.3(b) of the Declaration, if more than one Person owns a Lot, then all of such Persons shall collectively constitute one Owner and be one member of the Association.
4. The Zoom Administrator will prepare the list of candidates and add any candidates nominated from the floor to the list, if applicable.
5. Voting results shall be announced in accordance with the equivalent procedure for in-person meetings.
6. Notwithstanding the preceding paragraphs of this section, the Board of Directors may choose at its discretion to utilize a third-party election entity (“Entity”) for handling the voting portion of annual and regularly scheduled meetings.

- a. The chosen Entity shall provide electronic notice of upcoming elections in accordance with the notice requirements of Section V above.
 - b. The notice provided by the Entity shall provide the credentials and directions necessary for registering to vote on the Entity's electronic platform.
 - c. The Entity must be compatible with Zoom.
 - d. When the voting portion of the meeting opens, a link will appear in the chat window that will take the Member to a separate screen where a vote may be cast. Once the vote is cast, the Member will be redirected back to the active Zoom meeting.
 - e. For Members who have not opted into receiving electronic notice of annual and regularly scheduled meetings, physical notice shall be made in accordance with Article 2, Section 2.3(a) of the Bylaws and voting shall be performed in accordance with Section IX(7) below.
 - f. To participate electronically in an election administered by the Entity, Members must comply with the instructions in Section V(5) above.
7. In accordance with Article 3, Section 3.3(b) of the Bylaws, in the sole discretion of the Board of Directors, elections of directors (or other matters permitted by law) requiring a vote of the Owners may be submitted to a referendum of the Owners on a ballot, by mail or at polling places.
- a. In accordance with Va. Code Ann. § 55.1-1832D, the Board of Directors may choose to conduct such referendum vote electronically.
 - b. In the case of an electronic ballot vote, Members who have elected to receive electronic notice in accordance with Section V(5) above will receive an electronic ballot to fill out and return via email. The email providing the electronic ballot for the Member to execute shall include all necessary instructions and deadlines for returning the completed ballot.
 - c. In accordance with Va. Code Ann. § 55.1-1832D, a record of any referendum vote wholly or partially conducted by electronic means shall be created as evidence of the vote and maintained as long as such record would be required to be maintained in nonelectronic form.
 - d. For Members who decline to receive electronic notice of future Association meetings in accordance with Section V(5) above, physical referendum ballots shall be mailed to the address on file in accordance with Article 10(1) of the Bylaws. The mailing that provides the physical ballot for the Member to execute shall include all necessary instructions and deadlines for returning the completed ballot.

8. In accordance with Va. Code Ann. § 55.1-1832D, voting result reports shall be downloaded after each meeting and maintained in Association records for the same amount of time as such record would be required to be maintained in nonelectronic form.

VIII. Proxy Forms & Absentee Ballots

1. Proxy Forms and Absentee Ballots for electronic voting sessions shall be given the same effect and be subject to the same requirements of Article 3, Section 3.4 of the Bylaws as would pertain to in-person voting sessions.
2. Proxy Forms and Absentee Ballots timely submitted by mail or hand-delivery to the management company shall be deemed valid. The Proxy Forms and Absentee Ballots timely submitted by electronic means to the management company may be accepted by the Association only upon receipt.
3. Correctly submitted Proxy Forms and Absentee Ballots will be compiled and effectuated.
4. Notwithstanding the preceding paragraphs of this section, the Board of Directors may choose at its discretion to utilize an Entity (as defined in Section VII(6) above) to assist with the collection of Proxy Forms and Absentee Ballots.
 - a. Included with the notice provided in accordance with Section VII(6)(a) above, the Entity shall include instructions, deadlines, and may optionally include template forms for timely completing and submitting Proxy Forms and Absentee Ballots to the Association prior to an annual or regularly scheduled meeting.
 - b. The Entity shall take care to follow the proxy requirements laid out in Article 3, Section 3.4 of the Bylaws and quoted more thoroughly above.
5. In accordance with Va. Code Ann. § 55.1-1815H, Members voting by absentee ballot or proxy shall be deemed to be present at the meeting for all purposes.

IX. Alternatives to Electronic Meetings

1. In accordance with Va. Code Ann. § 55.1-1832G, any person lacking the capability or desire to participate in a meeting electronic or vote electronically shall be provided with a reasonable alternative for conducting business with the Association.
2. For Zoom meetings, any Member lacking the capability or desire to participate electronically may call into the meeting at one of the telephone numbers listed on the provided notice.

3. Each Member wishing to participate via telephone must call the call center or access the Association portal and provide his/her telephone number so that the call-in number can be verified with the Association records. The Member(s) phone number(s) on file with the Association will be used to verify the Member for the scheduled Zoom meetings.
4. For each Zoom meeting, the Association shall have a Pro Zoom account or above with the Audio Plan add-on in order to accommodate telephone calls.
5. To call into a Zoom meeting, select the telephone number under the heading “Dial By Your Location” on the provided Notice of Meeting that most closely matches your current location.
 - a. Once prompted, enter the Meeting ID number provided in the Notice of Meeting and press the pound sign.
 - b. If prompted to enter a Participant ID and none has been provided, simply press the pound sign.
 - c. Once prompted, enter the password provided in the Notice of Meeting and press the pound sign.
 - d. Members calling into a Zoom meeting by telephone may press *6 to toggle mute/unmute and *9 to raise hand.
6. Some Zoom meetings may utilize an initial waiting room into which each caller is initially placed. This permits the Zoom Administrator to inspect and admit participants one at a time and assists in verifying that only approved participants gain entry to the meeting.
7. In order to cast a vote by telephone call in an annual or regularly scheduled meeting of the Association, each caller will be prompted to orally communicate his or her vote at the time voting is launched. If the vote is required to be treated as anonymous, then the confidentiality of the telephone caller must be secured when his or her vote is cast.
8. Anyone joining via their telephone for Board of Directors meetings (using the dial-in number provided after registration) may not be able to use the Chat or Raise Hand, however, the Administrator will address each Member joined using the dial-in number so that each Member can let the Administrator know whether he/she would like to address the Board in Open Forum.

X. Hearin -Im aired Audience

1. To help ensure hearing-impaired audience members can participate in the electronic meeting and to accommodate live closed captioning, the Board has

the capability to have an assigned host/co-host (or an attendee in a meeting) type out captions.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves, confirms, and adopts the Rules and Regulations for communicating with the Board of Directors and the management company.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves, confirms, and adopts the Rules and Regulations for the holding of electronic meetings by the Association and the Board of Directors, as well as the voting on, consent to, and approval of any matter put forward therein.

BE IT FURTHER RESOLVED THAT any and all prior Resolutions, Rules, and/or Regulations for communicating with the Board of Directors and the management company and holding electronic meetings by the Association and the Board of Directors, as well as the voting on, consent to, and approval of any matter put forward therein are null, void, and superseded by this Resolution.

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be sent to all Members at the address of their respective Lots unless the member has provided to the Association an address other than the address of the member's Lot address.

This resolution was adopted by the Board of Directors on Jul 27, 2021 and shall be effective on July 1, 2021.

August 23, 2021

SALEM FIELDS COMMUNITY ASSOCIATION

Michele Hine 7-30-21
Michele Hine, President Date

Lisa Lambert 7/30/21
Lisa Lambert, Vice President Date

Kathy Welch 7-30-21
Kathy Welch, Secretary Date

Iris Shorts 7/30/21
Iris Shorts, Director Date

Attest:

Kathy Welch 7/30/21
Secretary Date

SALEM FIELDS COMMUNITY ASSOCIATION

RESOLUTION ACTION RECORD

RESOLUTION NO.: 2021- 04

REGARDING COMMUNICATION PROCEDURES AND ELECTRONIC MEETING AND VOTING GUIDELINES FOR MEETINGS OF THE ASSOCIATION AND THE BOARD OF DIRECTORS

Duly adopted by the Board of Directors of SALEM FIELDS COMMUNITY ASSOCIATION

Motion by: Michelle Hinegardner Seconded by: Lisa Lambert

VOTE:

	YES	NO	ABSTAIN	ABSENT
Michelle Hinegardner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lisa Lambert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kathy Welch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Iris Shorts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:


Secret

7-30-21
Date

Resolution effective: August 23 2021

EXHIBIT A

EXHIBIT A

SALEM FIELDS COMMUNITY ASSOCIATION

**ADMINISTRATIVE RESOLUTION NO. 2021-_____
REGARDING ELECTRONIC MEETING AND VOTING GUIDELINES OF
THE ASSOCIATION AND THE BOARD OF DIRECTORS**

[Owner Name(s)]
[Owner Address]

[Date]

Dear Mr./Mrs. [Owner Name(s)],

Due to recent changes in the law, it is now permissible to perform remote electronic meetings of the Association and Board of Directors. The Board of Directors has voted to utilize the Zoom software program for all designated electronic meetings.

It is now further permissible to provide electronic notice of such meetings to consenting Owners. To determine each Owner's preference for notice, the Association requests that each Owner fill out the below information and return it by mail or hand-delivery to [Management Company Address] by [Preferred Return Mailing Date].

Please check the below box(es) that correspond to your choice of notice and complete the corresponding contact information. Each Owner must complete the requested contact information under the box selected.

I Consent to Receiving Electronic Notice of Future Association Meetings.

In the below information, please provide the email address that each Owner plans to use when participating in Association Zoom meetings. The Association will add it to an internal list for granting swifter meeting access.

Owner Name: _____ Phone Number: _____

Email Address: _____ Signature: _____

Owner Name: _____ Phone Number: _____

Email Address: _____ Signature: _____

For additional Owners, please attach a separate sheet containing the above contact information.

I Do Not Consent to Electronic Notice of Future Association Meetings. I Will Participate in Electronic Association Meetings by Telephone Call-In Only.

Notice of future Association meetings will continue to be made in writing. In the below information, please include the phone number that each Owner plans to use when calling in to participate in Association Zoom meetings. The Association will add it to an internal list for granting swifter meeting access.

Owner Name: _____ Phone Number: _____

Signature: _____

Owner Name: _____ Phone Number: _____

Signature: _____

For additional Owners, please attach a separate sheet containing the above contact information.

I Request to Receive Electronic Notice of All Board of Directors and Committee/Subcommittee Meetings

In the below information, please provide the email address that each Owner plans to use when observing Board of Directors and Committee/Subcommittee meetings. The Association will add it to an internal list for granting swifter meeting access.

Owner Name: _____ Phone Number: _____

Property Address (w/ Zip Code) _____

Email Address: _____ Signature: _____

Owner Name: _____ Phone Number: _____

Property Address (w/ Zip Code) _____

Email Address: _____ Signature: _____

For additional Owners, please attach a separate sheet containing the above contact information.

**SALEM FIELDS COMMUNITY ASSOCIATION
POLICY RESOLUTION NO. 1
(Rules and Procedures Relating to Collection of Routine and Delinquent Payments)**

Effective Date: 11-23-2016

WHEREAS, Article 4, Section 4.1 of the Bylaws provides, in part, that the business affairs of Salem Fields Community Association (“the Association”) shall be managed by the Board of Directors who shall have the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the Owners; and,

WHEREAS, Article 6, of the Amended and Restated Declaration for the Association (hereinafter referred to as “Declaration”) and Article 4, Section 4.1(14) of the Bylaws provides that the Board of Directors has the power to adopt an annual budget and make Assessments to defray the Common Expenses of the Association, establish the means and methods of collecting such Assessments and establish the period of the installment payment, if any, of the Annual Assessment for Common Expenses; and,

WHEREAS, Article 4, Section 4.1(3) of the Bylaws provides that the Board of Directors has a duty to collect the Assessments; and,

WHEREAS, Article 6, Section 6.5 of the Declaration provides that a late charge, in an amount to be determined by the Board of Directors from time to time, may be imposed if any Assessment, or installment thereof is not paid within ten days after the due date; and

WHEREAS, Article 12, Section 12.1 (e) provides that if a default by any Owner in paying any sum assessed continues for a period in excess of thirty days, interest may be imposed at the rate imposed by the Internal Revenue Service on delinquent taxes (or charged by a similar agency of the Federal Government) and that the imposition of interest shall not preclude the collection of late charges; and,

WHEREAS, Article 12, Section 12.2(b) of the Declaration provides that if an Owner fails to pay any two consecutive installments, the remaining total of the unpaid installments of such Assessment may be accelerated and the entire balance of the Assessment may be declared due and payable in full by service of notice to such effect upon the defaulting Owner. If an Owner is delinquent in the payment of an Assessments for a prior fiscal year, the entire Annual Assessment for the current fiscal year may be accelerated and payable on the first day of the current fiscal year upon receipt of notice by the delinquent Owner.

WHEREAS, Article 12, Section 12.1 (h) of the Declaration and Section 55-513(B) of the Virginia Property Owners’ Association Act (“the Act”) authorizes the Board of Directors to suspend an Owner’s right to use facilities or certain services, provided directly through the Association, for non-payment of assessments that are more than sixty (60) days past due after the delinquent Owner has received notice and an opportunity to be heard, and provided that any suspension does not endanger the health, safety, or property of any owner, tenant, or occupant; and,

WHEREAS, the Board of Directors deems it to be in the best interest of the Association to adopt a uniform and systematic procedure for the manner in which staff and financial management deal with delinquent accounts, and further, believes it to be in the best interest of the Association to refer these accounts to the Association's legal counsel for collection so as to minimize the Association's loss of assessment revenue.

NOW THEREFORE, BE IT RESOLVED THAT the following assessment collection procedures be and is hereby adopted:

I. COLLECTIONS

A. Annual Assessments. The Annual Assessments levied by the Board of Directors shall be due and payable in installments on a monthly basis. All monthly installments of the Annual Assessments shall be due and payable in **on or before the first day of each month.**

B. Additional or Special Assessments. Any additional or special assessments shall be due as specified in the notice provided in accordance with the terms of the Declaration. The Board has the authority to decide when the additional or special assessment is due including but not limited to monthly or quarterly payments.

C. Invoices Documents Correspondence and Notices. All invoices, documents, correspondence and notices relating to Assessments and/or late charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by the Owner, and filed with the Secretary of the Board of Directors. All Owners have the responsibility of informing the Association, in writing, of his or her correct mailing address and any subsequent changes to that address. Non receipt of any payment invoice, bill statement, payment coupon or other communication relating to assessments and/or charges shall in no way relieve the Owner of the obligation to pay the amount due by the due date. Refusal or failure to accept a certified or registered mailing will not invalidate the notice. If an Owner does not receive a notice within the required time period, the Owner must contact the Association's Managing Agent immediately to obtain a copy of the notice and to confirm the Owner's correct mailing address. All Owners are under a legal duty to seek out information about the annual assessment if they do not receive the Association's Annual Assessment notice.

II. REMEDIES FOR NONPAYMENT OF ASSESSMENT

A. Late Charges. If any Assessment, or installment thereof, is not paid within ten days after the due date, a late charge of Thirty-Five dollars (\$35.00), or such other amount as may be established by the Board of Directors from time to time, shall be assessed and added to the account.

B. Returned Check Charges. When an Owner's payment is returned for insufficient funds, stop payment, or because the check was drawn on a closed account and an Assessment or charge due and owing by the Owner is not otherwise received in the applicable time period, the Owner's account shall be deemed in default. If a payment is returned for any reason, in addition to the imposition of the late fees, a \$50.00 processing charge in accordance with Section 8.01-27.1 of the Virginia Code may be added to the assessment account. Such charge shall be part of

the continuing lien established pursuant to Article 6, Section 6.1 of the Declaration and Section 55-516 of the Act. If the Association receives from any Owner, in any accounting year, two or more returned checks for payment of assessments or charges, the Board of Directors may require all future payments to be made by certified check or money order for the remainder of the fiscal year.

C. Interest. Any Owner who is in default in paying any sum assessed and the failure to pay continues for a period in excess of thirty days, interest maybe imposed at the rate imposed by the Internal Revenue Service on delinquent taxes (or charged by a similar agency of the Federal Government) and that the imposition of interest shall not preclude the collection of late charges.

D. Waiver of Fees. 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 SFCA'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.

III. ADMINISTRATIVE AND LEGAL PROCEDURE FOR NON-PAYMENT OF ASSESSMENTS

A. Late Notices If payment of any assessment or installment thereof is not paid by the tenth (10th) day of each month, the Managing Agent shall send a late notice to the Owner who failed to pay such assessments or installments thereof, by First Class mail.

B. Demand for payment. If payment of any assessment or installment thereof is not paid by the thirtieth (30th) day of each month, the Managing Agent shall make a demand for payment to the Owner who has failed to pay such assessments or installments. Said demand shall be made in writing (demand letter) and delivered by certified mail return receipt requested.

C. Legal Action. If the account remains unpaid for sixty (60) days after the due date, the Managing Agent shall refer the account to legal counsel for collection and commencement of legal action.

D. Acceleration. If an Owner fails to timely pay any two (2) consecutive installment payments the account may be accelerated and the Managing Agent or counsel shall send notice to the Owner, notifying the Owner that the account will be accelerated and payment of the balance of the Annual Assessment is due in full. If an Owner is delinquent in the payment of Assessments for a prior fiscal year, the entire Annual Assessment for the current fiscal year may be accelerated and payable on the first day of the current fiscal year upon receipt of notice, by certified mail return receipt requested, by the delinquent Owner.

E. Bankruptcy/Foreclosure. The Managing Agent shall consult with the Association's legal counsel and the Board of Directors regarding any account not previously referred for legal action where the Owner files or is the subject of a petition for relief in a bankruptcy or where a deed of trust beneficiary or any other party has commenced foreclosure

proceedings against the property. The Managing Agent shall take such action as directed by the Board of Directors.

F. Suit to Enforce Lien. If a lien remains unpaid, the Board of Directors may authorize counsel for the Association to proceed with a suit to enforce the lien in accordance with Section 55-516 of the Act.

G. Costs and Fees. The Association, in any action to collect Assessments or any installments thereof, is entitled to recover the costs of collection including but not limited to, reasonable attorneys' fees as awarded by the Court.

H. Application of Payment. Payments received from the Owner shall be credited to currently outstanding amounts and the amounts owned for each category below shall be paid in full before payment is applied to the next category in the following order:

1. Charges for attorneys' fees and court costs;
2. Late fees and interest;
3. Violation charges;
4. All other charges, costs and expenses authorized by the Declaration and Bylaws; and
5. The annual and special assessments for each lot, applied first to the oldest amount due.

IV. SUSPENSION OF PRIVILEGES

A. In the event an Owner fails to pay assessments, including installment payments thereof, within sixty (60) days of the due date, after having been afforded an opportunity to be heard, the Owner's rights and privileges, including but not limited to the right to vote, the right to serve on the Board of Directors and/or a Committee, and the right to use the Common Areas may be suspended, in accordance with Article 3, Section 3.2 (d) of the Bylaws, Article 12, Section 12.1 (h) & (i) of the Declaration and Section 55-513(B) of the Act. Any suspension will apply to the Owner and the Owner's tenants, guests, visitors, agents, invitees, and household members.

B. Before an Owner's privileges are suspended, an Owner shall be afforded the due process rights, which include notice of the suspension, a reasonable opportunity to cure the delinquency prior to the suspension taking effect, and the right to a hearing and to be represented by counsel (at the Owner's expense) before the Board of Directors. In accordance with Article 12, Section 12.1 (h) & (i) of the Declaration, the Board shall schedule a hearing and shall notify the Owner, in writing, of the date, time, and location of the hearing, and the suspension of privileges will not take place until the hearing is held and a decision is rendered by the Board.

V. EFFECTIVE DATE

The Effective Date of this Resolution shall be the 2nd day of November, 2016 and shall supersede and replace any previously adopted Policy or Administrative Resolution regarding the collection of assessments.

SALEM FIELDS COMMUNITY ASSOCIATION

By. Francis Perret
resident

FOR ASSOCIATION RECORDS

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed to all the Owners of the Salem Fields Community Association, at their addresses of record on this _____ day of _____, 2016.

S. Mark Hastings, CMCA®, AMS®
First Service Residential Metro DC, LLC

SALEM FIELDS COMMUNITY ASSOCIATION

POLICY RESOLUTION NO. 1__

**(Resolution Regarding the Rules and Procedures Relating to
Collection of Routine and Delinquent Payments)**

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held _____

Motion by: LUCIEN C FIEVEL JR Seconded by: VERNON CHUTE III

	VOTE:			
	Yes	No	Abstain	Absent
<u>Lucien C. Fievel Jr</u> Director, President	✓			
<u>Vernon Chute III</u> Director, Vice President	✓			
<u>[Signature]</u> Director, Treasurer	✓			
<u>LISA [Signature]</u> Director, Secretary				X
<u>Cristina [Signature]</u> Director				X

ATTEST:

Secretary

Date

Resolution effective: -23- 2017

**SALEM FIELDS COMMUNITY ASSOCIATION
POLICY RESOLUTION NO. 2
(Procedures Related to the Retention of Association Records)**

Effective Date: 4 16 13

WHEREAS, Article 4, Section 4.1(4) of the Bylaws for Salem Fields Community Association (SFCA) permits the Board of Directors to adopt and amend any reasonable rules and regulations not inconsistent with the Governing Documents; and

WHEREAS, Article 9, Section 9.1 of the Bylaws requires SFCA to keep and maintain books and records, as required by Section 13.1-932 of the Virginia Non-Stock Corporation Act and Section 55-510 of the Virginia Property Owners Association Act, and further describes what categories of documents are required to be maintained; and

WHEREAS, the Board of Directors of the SFCA deems it to be in the best interests of SFCA to revise and update its policy clarifying SFCA's obligation to retain records.

NOW, THEREFORE, BE IT RESOLVED THAT the Board here adopts following policy:

I. General Policy

Under the general supervision of the Secretary, the Community Manager shall maintain a filing system at the on-site management office appropriate for the daily use and long-term retention of SFCA's documents and records, including approved minutes of all meetings of SFCA and the Board of Directors. The documents and records maintained in this filing system and only such documents and records shall constitute the books and records of SFCA. With the exception of documents and records protected by Virginia Code §55-510C, SFCA books and records shall be available for inspection in accordance with the provisions of the Virginia Property Owners' Association Act and the Virginia Nonstock Corporation Act.

With respect to legal opinions and memorandum provided by legal counsel, the property manager shall disseminate to the Board any such correspondence received from legal counsel via electronic format within seven (7) days of receipt of such correspondence.

II. Record Retention Policy:

The following list shall serve as a guideline for the retention and destruction of books and records of SFCA. In the exercise of its business judgment the Board of Directors may vary the retention period for any record.

III. Books and records to be kept on a permanent basis:

Unless otherwise required under law, the following books and records of SFCA shall be kept by SFCA on a permanent basis:

- A. Minutes of all meetings of the membership and the Board of Directors, records of actions taken by all board members by unanimous consent, and record actions or consents of the membership, where applicable;
- B. A record of all actions taken by committees;
- C. Copies of Governing Documents and recorded documents (such as easements, deeds, etc.), rules and regulations of SFCA, and SFCA's Design Guidelines, and all amendments thereof;
- D. Legal opinions, memorandum and communications from legal counsel.
- E. SFCA current contracts and insurance policies.
- F. Annual Reports filed with the Commonwealth of Virginia.

IV. Books and records to be kept on a limited basis:

Unless otherwise required under law, the following books and records of SFCA shall be kept by SFCA on a limited basis, subject to the Board's discretion, for the following time periods:

- A. Records demonstrating SFCA's financial condition, to include budgets, financial statements, receipts and expenditures, audits, etc. - For a period of four (4) years or as deemed appropriate by SFCAs certified public accountant, whichever is greater
- B. Tax returns – For a period of seven (7) years.
- C. Most current membership list — For a period of one (1) year.
- C. Written correspondence to and from the membership and general public, excluding e-mails — For a period of 1 year.
- D. Current list of names and addresses of officers and directors — For a period of one (1) year.
- E. Records of any determinations by the Virginia Common Interest Community Board relating to SFCA – For a period of five (5) years.
- F. SFCA contracts and insurance policies that are no longer current (i.e. expired or terminated) — For a period of five (5) years from the date of expiration or termination.
- G. Correspondence or records involving personal injury — For a period of three (3) years.
- H. Lot Owner files — For a period of five (5) years.

IV. Effective Date

The Effective Date is 4/16/13 2013. This Policy Resolution hereby revises and updates this Policy Resolution No. 2 as of the Effective Date, and shall supersede and replace any other previously adopted policy resolutions governing retention of SFCA Records.

SALEM FIELDS COMMUNITY ASSOCIATION

By:

[Handwritten Signature]

President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held April 16, 2013

Motion by: Lucien F. Fiset Jr Seconded by: Laura Polk

[Signature]
Director, President

VOTE:
Yes
yes

No Abstain Absent

Director, Vice President

Director, Treasurer

[Signature]
Director, Secretary

yes

[Signature]
Director

YES

ATTEST:

[Signature]
Secretary

04-19-2013
Date

Resolution effective: 4/16/13 2013.

SALEM FIELDS COMMUNITY ASSOCIATION

POLICY RESOLUTION NO. 3

Revised: August 18, 2015

Procedures for Receiving and Reviewing Complaints

WHEREAS, Article 4, Section 4.1, of the Bylaws provides that the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of SFCA and may do all such acts and things by the Nonstock Corporation Act or SFCA Documents to be exercised and done by the owners and,

WHEREAS, in the exercise of the said authority, the Board of Directors intends to hereby revise and update its policies and procedures, as set forth in this Policy Resolution No. 3, for receiving, considering and resolving complaints about actions, inactions or decisions by SFCA, SFCA Board of Directors or SFCA's Community Manager consistent with requirements of 18 VAC 48-70-50, which took effect on July 1, 2012.

NOW, THEREFORE, BE IT RESOLVED THAT the following complaint policies and procedures.

A. All complaints shall be in writing on the Complaint Form attached hereto as **Exhibit "A,"** the instructions on which are incorporated into and made a part of these complaint policies and procedures and shall be submitted to SFCA's Community Manager at 11125 Rappahannock Drive, Fredericksburg, Virginia 22407, Attention: Community Manager.

B. The Community Manager shall hand deliver a written acknowledgement of receipt of each properly completed and submitted Complaint Form to the complainant at the time of receipt or by certified or registered mail not later than seven (7) days of receipt of the Complaint Form.

C. Promptly upon receipt, Community Manager shall review each Complaint Form and attachments received to determine if they contain sufficient information to evaluate and act upon the complaint. In the event that the Complaint Form, together with any attached documents, is insufficient to evaluate and act upon, Community Manager shall request of the complainant, within seven (7) days of receipt of the Complaint Form, such additional information or documentation as is necessary in order to do so.

D. If the complainant fails to provide such additional requested information or documentation within fifteen (15) days of Community Manager's request, the Board of Directors, in its sole discretion, may either address the complaint on the basis of the available information or consider the complaint resolved and the complaint process shall be closed. In the event the complaint is deemed resolved under the provisions of this paragraph, Community Manager shall mail to the complainant by certified mail within seven (7) days of the Board's decision notice of that decision and that the complaint process with respect to the complaint has been closed.

E. When the Complaint Form, together with any attached documents and any requested additional information is complete and provides sufficient information to process the complaint, the complaint shall be considered by the Board of Directors at the next regular or special meeting that is convened not less than fifteen (15) days and no more than forty-five (45) days thereafter. Written notice of the time, date and location of the Board meeting at which the complaint will be considered shall be provided to the complainant by hand delivery, certified mail or electronic means, provided Community Manager retains sufficient proof of electronic delivery within a reasonable period of time prior to the Board meeting.

F. The Board of Directors shall dispose of the complaint by taking such action as the Board deems appropriate to grant the relief sought, including without limitation issuing sanctions, modifying practices or dismissing the complaint. Within seven (7) days after the Board of Directors makes a final determination with respect to the disposition of the complaint, Community Manager shall provide written notice of the final determination to the complainant by hand delivery, certified mail or electronic means, provided Community Manager retains sufficient proof of electronic delivery.

G. The notice of final determination shall be dated as of the date of issuance and include specific citations to applicable SFCA governing documents, laws or regulations that led to the final determination and shall include the registration number of SFCA and the license number of the common interest community manager. The notice of final determination shall include a statement that the complainant has the right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Ombudsman and that the Ombudsman may be contacted at (804) 367-2941 or cicombudsman@dpor.virginia.gov.

H. The Community Manager shall maintain a record of each complaint received and the disposition of the same for one (1) year from and after the date of issuance of the notice of final determination.

I. The policies and procedures set forth in this Resolution shall apply to all complaints received after the date of adoption hereof.

This Policy Resolution No. 3, as amended, was duly adopted by the Board of Directors at a duly called meeting of the Board of Directors on this 18 day of AUGUST, 2015. It supersedes and replaces all prior iterations of Policy Resolution No. 3 and any prior procedures for addressing complaints.

SALEM FIELDS CO. MUNI ASSOCIATION

By: 
President

By: 
Secretary

EXHIBIT "A"
c/o SALEM FIELDS COMMUNITY ASSOCIATION
Attention: Community Manager
11125 Rappahannock Drive
Fredericksburg, Virginia 22407
(540) 548-3487

ASSOCIATION COMPLAINT FORM

INSTRUCTIONS

This complaint form is for use by persons who wish to file written complaints with the **SALEM FIELDS COMMUNITY ASSOCIATION ("SFCA")** regarding the action, inaction or decision by SFCA, its Board of Directors or Community Manager believed to be inconsistent with applicable laws and regulations.

Legibly describe the complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Please include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, please attach a separate sheet of paper to this complaint form. Please attach any supporting documents, correspondence and other materials related to the complaint.

Sign, date and print your name and address below and submit this completed form to SFCA at the address listed above.

COMPLAINT

Printed Name	Signature	Date
Mailing Address	Unit Address	E-mail Address

Contact Preferences: Phone E-mail Other

If, after SFCA's consideration and review of the complaint, the Board of Directors issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within thirty (30) days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
804/367-2941 - CICOmbudsman@door.virginia.gov

For SFCA Use Only: Received by: _____ **Date:** _____
58708v2

2013

SALEM FIELDS COMMUNITY ASSOCIATION
Policy Resolution No. 5
(Salem Fields Community Association Replanting in the Villas)

WHEREAS, Article 8, Section 8.3 of the Declaration of Salem Fields Community Association ("Declaration"), and along with the Bylaws, Articles of Incorporation, and Rules and Regulations ("Governing Documents"), gives the Salem Fields Community Association ("Association" or "SFCA") Board of Directors ("Board") the power to adopt, amend, and repeal Rules and Regulations restricting and regulating the use and enjoyment of the property or any portion thereof and the actions of the Owners and occupants which may affect the property; and

WHEREAS, the Supplemental Declarations covering all sections of the single- family attached and detached Villas of Salem Fields set forth that SFCA shall be responsible for the upkeep of all landscaping on the lots including...replanting...as the Board of Directors determines appropriate; and,

WHEREAS, Article 4, Section 4.1(4) of the By Laws provides that the Board of Directors has the power to adopt and amend any reasonable Rules and Regulations not inconsistent with SFCA documents; and,

WHEREAS, the Board of Directors of SFCA deems it to be in the best interests of SFCA to revise and update its policy clarifying SFCA's obligation to replant developer-installed landscaping on the Villa lots at Salem Fields;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts the following policy:

1. This Resolution applies **ONLY** to the trees and shrubs easily identified as developer installed plants that are located in the fronts of detached villas; and interior attached villas, and the fronts and side foundations of attached villas.
2. This Resolution does not cover Owner installed plantings and plantings that have died or become diseased because of improper care by Owner.
3. Trees and shrubs that are diseased and/or damaged will first be inspected and treated by the contracted landscaper if the contracted landscaper believes they can be saved.

4. If the shrubs cannot be saved, the Board of Directors may replace them with a live plant of their choice.
5. Replacement plants may not be the same type or size as the plant being replaced. If the selection of plants by the Board of Directors is not satisfactory to Owner, Owner may elect to replace the plantings at their expense (both plant and labor).
6. Owner shall be responsible for watering the new planting to ensure it lives.
7. Shrubs will only be replaced two (2) times by SFCA. Subsequent replacement shall be the responsibility of Owner. The on-site manager will retain records of such replanting for account purposes.
8. Any trees removed will not be replaced.
9. The decision of the Board is final.

The effective date of this Resolution shall be 4/16 2013. This Policy Resolution No. 5 hereby revises, supersedes and replaces any previous resolutions governing SFCA's obligation for replanting in the Villas

SALEM FIELDS COMMUNITY ASSOCIATION

By:



President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held April 16, 2013

Motion by: Lucien Fievet, Jr. Seconded by: Laura Polk

	VOTE:	No	Abstain	Absent
<u>Cecilia Bancant</u> Director, President	<u>Yes</u>			
_____ Director, Vice President				
_____ Director, Treasurer				
<u>Laura Polk</u> Director, Secretary	<u>Yes</u>			
<u>Lucien Fievet, Jr.</u> Director	<u>Yes</u>			

ATTEST:

Laura Polk
Secretary

04-19-2013
Date

Resolution effective: 4/16 2013.

SALEM FIELDS COMMUNITY ASSOCIATION
Policy Resolution No. 6
(Procedures for Access to Records)

Effective Date: 4 16 13

WHEREAS Article 4, Section 4.1(4) of the Bylaws for Salem Fields Community Association (SFCA) permits the Board of Directors to adopt and amend any reasonable rules and regulations not inconsistent with the Governing Documents; and

WHEREAS Article 9, Section 9.1 of the Bylaws for SFCA requires SFCA to keep and maintain books and records as required by Section 13.1-932 of the Virginia Non-Stock Corporation Act and Section 55-510 of the Virginia Property Owners' Act and further describes what categories of documents are required to be maintained; and

WHEREAS Section 55-510 of the Virginia Property Owners' Act describes what documents may be available for inspection and copying, what documents may be withheld from inspection and copying, and that costs may be imposed for copying and labor.

NOW THEREFORE BE IT RESOLVED that the Board of Directors adopts the following revised and updated policy procedures for requesting access to and coping of SFCA records:

SFCA Members and/or their authorized agents may review the documents identified below provided:

- A. The Member is in Good Standing. A "Member is in Good Standing", for purposes of this resolution, shall be defined as a Member of the Association who is not delinquent more than sixty (60) days in the payment of any financial obligation due the Association whose right to use SFCA facilities have not been suspended, or who is not party to any pending litigation in which the Association is an adverse party.
- B. The Member has given the Community Manager five (5) business days written notice, provided the purpose for the request, and reasonably identified the specific documents requested.
- C. The records be reviewed during regular business hours of SFCA on-site office, or at a mutually convenient time and location.

The records available for review are:

- A. All approved minutes of the Board of Director meetings.
- B. All Policy and Administrative Resolutions of SFCA.
- C. The membership list and addresses, which shall not be used for pecuniary gain or commercial solicitation.

D. All approved contracts.

E. The approved budget and current financial records excluding delinquency lists.

Records specifically excluded from review under Section 55-510 of the Virginia Property Owners' Act are:

- A. Personnel matters specific to identified persons or a person's medical records.
- B. Contracts, leases, and other commercial transactions under negotiation or review.
- C. Pending or probable litigation.
- D. Matters involving state or local administrative formal proceedings.
- E. Communications with legal counsel.
- F. Minutes or other confidential records of an Executive Session of the Board of Directors.
- G. Documents/reports for consideration by the Board of Directors in Executive Session.
- H. Individual Owners' files, other than those of the requesting Owner.

Copying of documents shall incur the following charges:

- A. \$0.10 per page for copying
- B. \$10.00 per hour for labor
- C. Fees are due and payable prior to delivery of the copies to the Member.

Duly adopted by the Board of Directors on April 26 2013. This resolution supersedes and replaces all previously adopted resolutions relating to access to records.

SALEM FIELDS COMMUNITY ASSOCIATION

By:



President

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held April 16 2013

Motion by: Lucien Fienet, Jr. Seconded by: Laura Polk

	VOTE:			
	Yes	No	Abstain	Absent
<u>Crisa Constant</u>	YES			
Director, President				

Director, Vice President

Director, Treasurer

<u>[Signature]</u>	YES
Director, Secretary	

<u>Lucien C. Fienet Jr.</u>	YES
Director	

ATTEST:

Laura Polk
Secretary

04-19-2013
Date

Resolution effective: 4/16 2013.

For SFCA Records

Hereby certify that a copy of the foregoing Administrative Resolution was delivered to all Owners of the SFCA on this day of _____ 2013

SALEM FIELDS COMMUNITY ASSOCIATION

POLICY RESOLUTION NO. 7

Effective Date: 2/23/2016

(Establishing Rules and Regulations Relating to Lease Registration)

WHEREAS, Article 4, Section 4.1 of the Bylaws for Salem Fields Community Association ("Association") provides that the Board of Directors ("Board") shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the Owners; and

WHEREAS, Article 8, Section 8.3 of the Amended and Restated Declaration for Salem Fields ("Declaration") empowers the Board to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or of any portion thereof and the actions of the Owners and occupants which may affect the Property.

WHEREAS, Article 4, Section 4.1(4) of the Association's Bylaws provides that the Board is empowered to adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents; and

WHEREAS, Article 8, Section 8.5(a) of the Amended and Restated Declaration states in part that:

No Lot upon which a single family dwelling or condominium unit is located, dwelling or any portion thereof shall be used or occupied for revolving use, transient or hotel purposes or in any event leased for an initial period of less than six months. No portion of any dwelling (other than the entire dwelling) shall be leased for any period; provided, however that a reasonable number of roommates is permitted. No Owner shall lease a Lot other than on a written form of a lease: (1) requiring the lessee to comply with the Association Documents; and (ii) providing that failure to comply with the Association documents constitutes a default under the lease. The Board may suggest . . . a standard form provision for use by Owners.

WHEREAS, the Board believes that it is in the best interests of the Association to adopt Rules and Regulations that implement the provisions of the Association Documents relating to the leasing of property by Owners.

NOW, THEREFORE, the Board of Directors revises and re-adopts the following regulations for the Association, hereinafter referred to as the "Rules," which shall be binding upon all Owners and their family members, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess any sort of property interest subject to Declaration, and which shall supersede any current regulations of record or previously adopted rules on the same subject matter.

I. Policy

- A. All Owners must register all tenants and other occupants residing on the Lot if the Owners do not reside on the Lot using the Lease Registration form attached hereto as "Exhibit A."
- B. All leases for a property with Salem Fields must be in writing and conform to the requirements of Article 8, Section 8.5(a) of the Declaration. The Owner may use the Lease Addendum attached hereto as "Exhibit B" in order to comply with the requirements of Article 8, Section 8.5(a) of the Declaration.
- C. The Owner must provide a copy of the Lease for each new Tenant to the Association.

II. Re istration Of Tenants

- A. An Owner shall register all tenants residing in his or her unit within ten (10) days of the starting date of the Lease.
- B. **New Tenant:**
 - 1. An Owner shall register new tenants by submitting, within ten (10) days of the commencement of the Lease, the following documents to the Management Office:
 - (a) A completed and signed Lease-Registration Form (a copy of which is appended here as **Exhibit "A"**).
 - (b) A signed copy of the Lease, including the Lease Addendum if the Owner uses this form to fulfill the requirements of Article 8, Section 8.5(a) of the Declaration or such other attachments to the Lease that include the language required by this section of the Declaration.
- C. **Existin Tenant:**
 - 1. Notwithstanding Paragraphs A and B above, an Owner shall register all tenants and occupants who are currently residing in his or her unit by submitting the following documents to the Association's Managing Agent, within forty-five (45) days of the adoption of this Resolution:
 - (a) A completed and signed Lease-Registration Form (a copy of which is appended here as **Exhibit "A"**).
 - (b) A signed copy of the Lease, including the Lease Addendum ("**Exhibit B**") if the Owner uses this form to fulfill the requirements of Article 8, Section 8.5(a) of the Declaration or such other attachments to the Lease that include the language required by this section of the Declaration.
- D. The Association shall deny the right to use and enjoy the Recreational Facilities and other Common Area amenities (e.g. pool privileges) to a tenant and his or her family and other occupants of the Lot until (a) a signed Lease Registration Form and (b) a signed copy of the Lease, including the requisite language, are submitted to the Management Office.

III. Owner's Responsibilities

- A. The Owner shall provide to his or her tenants at the time the Lease current copies of the following:
 - 1. The Amended and Restated Declaration for Salem Fields Community Association ("Declaration");
 - 2. Any applicable Supplementary Declaration ("Supplemental Declaration");
 - 3. The Bylaws for Salem Fields Community Association ("Bylaws");
 - 4. The Rules and Regulations; and
 - 5. Architectural Guidelines.

IV. Tenant's Responsibilities

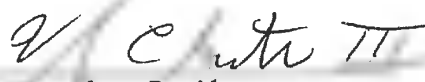
- A. Tenants and all other occupants of the Lot shall comply with the Declaration, the Bylaws, the Rules and Regulations, and Architectural Guidelines.
- B. Failure to comply with the Declaration, Bylaws, Rules and Regulations, and Architectural Guidelines shall be considered default under the Lease.

V. Enforcement

- A. As set forth in Article II, Section D of this Resolution, the Association shall deny the right to use and enjoy the Recreational Facilities and other Common Area amenities to a tenant and his or her family and any other occupants residing at the Owner's Lot until (a) a signed Lease Registration Form and (b) a signed copy of the Lease, including the requisite language or Lease Addendum, are submitted to the Management Office.
- B. If an Owner fails correct any violation of the Rules and Regulations set forth herein or any of the covenants relating to the leasing of a Lot as set forth in the Declaration within the time frame set forth in a notice of a violation letter from the Association, the Association reserves the right to pursue any and all legal and equitable remedies available to it in the Association Documents, Rules and Regulations and all applicable laws including but not limited to the imposition of monetary charges as provided in Article 12 of the Declaration.
- C. The remedies and enforcement measures set forth herein are cumulative to all other remedies available to the Association pursuant to the Association Documents, Rules and Regulations, and all applicable laws, and are not the Association's sole remedies.

This Resolution was re-adopted and approved by the Board of Directors of the Salem Fields Community Association on this 23 day of FEB, 2016 at a meeting of the Board of Directors for which a quorum was present. This Resolution shall be effective as of 2 FEB, 2016 and shall supersede any prior resolution regarding lease registration procedures.

**SALEM FIELDS COMMUNITY
ASSOCIATION**


V. Chute, President

I attest that this Policy Resolution was approved at a duly noticed Board of Directors meeting at which a quorum was present on the 23 day of FEBRUARY, 2016.


Lisa Woerner, Secretary

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing Policy Resolution was mailed and/or hand delivered to all Owners of the Salem Fields Community Association at their address of record on this 23RD day of February, 2016.


Sarah March
Community Manager



**SALEM FIELDS COMMUNITY ASSOCIATION
TENANT REGISTRATION FORM**

OWNER INFORMATION:

First Name

Last Name

Address

City, State & Zip Code

Telephone

E-mail

BILLING ADDRESS: (if different from above)

Address

City, State & Zip Code

PROPERTY MANAGEMENT INFORMATION: If applicable

Company Name

Contact Person

Telephone

E-mail

TENANT INFORMATION: All Tenants named on Lease

First Name

Last Name

Telephone

E-mail

First Name

Last Name

Telephone

E-mail

ADDITIONAL RESIDENTS: Print the names of all additional residents residing on Lot

First Name

Last Name

First Name

Last Name

First Name

Last Name

First Name

Last Name

Lease Term Dates _____ to _____ Month to Month Yes No

Tenant's Representations:

By my/our signature(s) below, I/we affirm the following:

- a) I/we acknowledge receipt of the Amended and Restated Declaration for Salem Fields Community Association. ("Declaration"), Bylaws for Salem Fields Community Association ("Bylaws"), Architectural Guidelines, and the Rules and Regulations and agree to abide by them.
- b) The representations made herein are true and complete.

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Owner's Representations:

By my/our signature(s) below, I/we affirm the following:

- A. I/we represent that we have provided the tenants with the Amended and Restated Declaration, Bylaws, Architectural Guidelines, and Rules and Regulations.
- B. The representations made are true and correct.

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Please return to:

Salem Fields Community Association

11125 Rappahannock Drive

Fredericksburg, Virginia 22407

Phone: 540-548-3487

SFCA.Manager@fsresidential.com

Fax: 540-785-5388

Documents to include: Current Signed Lease & Tenant Registration Form

FOR MANAGEMENT USE ONLY

Received By: _____

Date: _____

Documents (Signed Lease and Registration Form) Uploaded: Yes No

Billing Address Updated in Connect: Yes No

All Information Updated in Connect: Yes No

Update Lease Dates: Yes No Is Lease Current? Yes No

Notes: _____

**SALEM FIELDS COMMUNITY ASSOCIATION
LEASE ADDENDUM**

THIS LEASE ADDENDUM is made to the Lease ("Lease"), dated _____, 20____, between _____ ("Landlord"), and _____ ("Tenant") for the Lot located at _____ ("Premises").

WITNESSETH THAT:

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, the receipt and adequacy of which is hereby acknowledged, Landlord and Tenant(s) hereby agree as follows:

I. Applicability of Association Documents and Rules and Regulations:

A. Association Documents and Rules and Regulations. Tenant's right to use and occupy the Premises shall be subject and subordinate in all respects to the provisions of the Amended and Restated Declaration of Salem Fields Community Association, Articles of Incorporation for Salem Fields Community Association and Bylaws for Salem Fields Community Association. (collectively, the "Association Documents") and to such Architectural Guidelines, and Rules and Regulations as may from time to time be adopted by the Board of Directors (collectively the "Rules and Regulations"). Tenant acknowledges receiving a copy of the Association Documents and the Rules and Regulations from the Landlord.

B. Violations. Any violation of the provisions of the Association Documents or the Rules and Regulations shall constitute a default of the Lease. To correct any violations, the Association shall have the right to take enforcement action against the Landlord, the Tenant, or both, for injunctive relief, damages, or any other remedy available under the law.

C. Rights Granted. The Tenant shall have a leasehold estate in the Premises for the specified lease term together with a license granting Tenant, for the lease term, Landlord's rights to use the Recreational Facilities and other Common Area amenities of the Association, provided that Tenant and Tenant's family, guests, invitees, licensees, employees and agents exercise such license in accordance with the provisions of the Association Documents and Rules and Regulations. The Landlord retains all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments.

D. Indemnification. The Tenant shall defend, indemnify and hold harmless Landlord and the Association from and against any claim, injury or damages, direct or indirect, including reasonable attorneys' fees, incurred as a result of Tenant's occupancy of the Premises or from any non-compliance by Tenant with the provisions of any of the Association Documents, Rules and Regulations, or any other covenant of the Lease.

E. ~~Dama~~ e. The Tenant and the Landlord shall be jointly and severally liable to the Association for any damage to the Common Areas of the Association, including but not limited to the Recreational Facilities, and any related costs, including reasonable attorneys' fees incurred (whether or not a suit is actually commenced in court), caused by the act, omission, neglect or carelessness of Tenant or that of Tenant's family, guests, invitees, licensees, employees or agents.

II. Uses.

The Premises shall be used solely as a residential dwelling. Tenant shall not use or allow the Premises to be used for any disorderly or unlawful purposes or in any manner offensive to others and Tenant shall comply with all applicable laws and ordinances.

III. Insurance.

Tenant shall do nothing and permit nothing to be done on the Premises, which may contravene any fire or other insurance policy covering the Premises. If Tenant's use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenant and the Landlord shall be jointly and severally obligated to pay such increase.

IV. Remedies.

The remedies of the Association set forth herein are cumulative of all other remedies available to the Association pursuant to the Association Documents, Rules and Regulations and all applicable laws and are not the Association's sole remedies.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed on _____, 20____.

LANDLORD:

Name: _____

Signature: _____

Name: _____

Signature: _____

TENANT(S):

Name: _____

Signature: _____

Name: _____

Signature: _____

**SALEM FIELDS COMMUNITY ASSOCIATION
POLICY RESOLUTION NO. 2019-9
(Rules of Order)**

Effective Date: 12 22 19

WHEREAS, Article 4, Section 4.1 of the Bylaws provides, in part, that the business affairs of Salem Fields Community Association (“the Association”) shall be managed by the Board of Directors who shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the Owners; and,

WHEREAS, Article 4, Section 4.2(e) of the Bylaws provides that Robert’s Rules of Order, newly revised shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Act; and

WHEREAS, Virginia Code §55.1-1816 D provides that subject to reasonable rules adopted by the board of directors, the board of directors shall provide a designated period of time during a regular board meeting to allow members an opportunity to comment on any matter relating to the association.

WHEREAS Virginia Code §55.1-1816 D provides that during a meeting at which the agenda is limited to specific topics or at a special meeting, the board of directors may limit the comments of members to the topics listed on the meeting agenda.

WHEREAS, Section 55.1-1828 of the Virginia Property Owners’ Association Act charges all Owners and their tenants, guests and invitees with compliance with the Bylaws, Declaration and all provisions of the Act; and,

WHEREAS, the Board of Directors has determined that it is in the best interest of the Association to enact Rules of Order for board meetings;

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors hereby enacts and adopts the following rules of order for the board meetings of the Association.

RULES OF ORDER

I. Call to Order

1. The President verifies that all members of the board have received proper notice of the meeting or confirm that all are in attendance.
2. If a quorum of the board is present in person or by telephone then the President calls the meeting to order. If a quorum does not exist, the meeting is not qualified to conduct business and the President does not call the meeting to order.

II. Review of Agenda

1. The board reviews the agenda and may modify the agenda by a majority vote.

III. Approval of Previous Minutes

1. The board reviews the draft minutes from the previous meeting.
2. Any board member may suggest changes to the minutes before the board adopts them.
3. Changes to the minutes and adoption of the minutes.

IV. Officer, Committee and Management Reports

1. Committees of the board report their findings or recommendations to the board.
2. Committee reports are presented with each board member, in turn, asking questions or commenting.
3. Management report is presented with each board member, in turn, asking questions or commenting.
4. Board officers present their reports, if any, or make presentations.

V. Open Forum

1. Owners are allotted three (3) minutes each to speak about their concerns. Only one (1) Owner per lot can speak.
2. Owners speaking should address the President and must speak courteously and to the point.
3. Board members may question the Owner about the problem or concern.
4. Other Owners are not entitled to be recognized or to comment or question the speaker.
5. Once the open forum period is closed, Owners do not participate and may not seek to be recognized unless the board specifically requests input or information from a particular Owner.
6. All disruptions by Owners must be addressed and repeated violators must be removed from the meeting.

VI. Old and New Business

1. The Board revisits old business by considering old business, vote to postpone

consideration of any old business or remove any item from consideration.

2. The Board considers new items of business.

VII. Executive (or Closed) Session

1. The Board moves into executive (closed) session.

VIII. Adjournment

1. Upon motion carried by the Board, or, upon the conclusion of the agenda, the President shall announce the meeting is adjourned and the minutes shall reflect the time of adjournment.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all Owners at their last known addresses.

The regulations listed above shall be deemed rules and regulations of the Association and shall be enforceable as such by the Association to Va. Code Section 55.1-1819.

The Effective Date of this Resolution shall be the 22nd day of December, 2019 and shall supersede and replace any previously adopted Policy regarding Rules of Order.

This resolution was adopted by the Board of Directors on the 22nd day of November 2019 and shall be effective on the 22nd day of December 2019.

SALEM FIELDS COMMUNITY ASSOCIATION

By: M. Hugard
President

By: [Signature]
Sec e

SALEM FIELDS COMMUNITY ASSOCIATION

POLICY RESOLUTION NO. 2019-9

(Rules of Order)

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held on November 22, 2019

Motion by: Michelle Hinc Gardner

Seconded by: Lisa Lambert

VOTE:

	YES	NO	ABSTAIN	ABSENT
Director/President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director/Vice-President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director/Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director/Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Kristy Feld
Secretary

11/22/2019
Date

Resolution Effective: 12/22/19

SALEM FIELDS COMMUNITY ASSOCIATION
POLICY RESOLUTION NO. 2019- 10
(Display of Political Campaign Signs)

Effective Date: 3 2 2020

WHEREAS, Article 4, Section 4.1 of the Bylaws provides, in part, that the business affairs of Salem Fields Community Association (“the Association”) shall be managed by the Board of Directors who shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the Owners; and,

WHEREAS, Section 55.1-1828 of the Virginia Property Owners’ Association Act charges all Owners and their tenants, guests and invitees with compliance with the Bylaws, Declaration and all provisions of the Act; and,

WHEREAS, Article 1, Section 1.1 (28) of the Declaration defines Rules and Regulations as the rules and regulations governing the use, occupancy, operation, Upkeep and physical appearance of the Property adopted from time to time by the Board of Directors; and

WHEREAS, Article 8, Section 8.3 of the Declaration provides, in part, for purposes of the interpretation and enforcement of the Rules and Regulations, the term Property shall be deemed to include the land immediately adjacent to the Property ... to the extent an Owner’s or occupant’s actions affect the safety, appearance of or value of the Property; and

WHEREAS, Article 8, Section 8.3 of the Declaration provides, in part, that the Rules and Regulations governing the actions of Owners or occupants of land adjacent to the Property shall be consistent with and reasonably necessary to the maintenance of safety, a uniform quality of appearance and value of the Property; and

WHEREAS, Article 8, Section 8.2 (h) of the Declaration provides, in part, that no signs of any character shall be erected, posted or displayed in a location that is visible from neighboring property unless in compliance with the Design Guidelines without the prior written approval of the Covenants Committee; and

WHEREAS, the sign prohibition in the Declaration is a restrictive covenant of record and therefore brings the subject matter of signs displayed upon a lot within the regulatory authority of the board of Directors; and

WHEREAS, the Design Guidelines do not establish any policy regarding the display of political signs upon the lots; and

WHEREAS, Article 1 Section 1.1 (16) of the Declaration defines “Design Guidelines”, in part, as the standards and guidelines adopted by the Board of Directors pursuant to Article 9; and

WHEREAS, Article 9, Section 9.1(b)(5) provides, in part, such Design Guidelines approved by the Board of Directors (as the same may be amended by the Board of Directors from time to time) are hereby incorporated by this reference and shall be enforceable as if set forth herein in full; and

WHEREAS, the Board of Directors has determined that it is in the best interest of the Association to amend the Design Guidelines to establish a regulatory policy regarding the display of political signs upon the lots, which policy is intended to strike a balance between political expression and the restrictive covenant prohibiting signs to which every lot owner in Salem Fields Community Association agreed to abide;

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors hereby amends the Design Guidelines to adopt the following policy regarding the display in public view of political and political campaign signs upon the private lots in Salem Fields.

AMENDMENT TO DESIGN GUIDELINES

Section 8.7 of the Guidelines is hereby amended as follows:

SECTION 8.7: REAL ESTATES SALES/RENT SIGNS AND POLITICAL CAMPAIGN SIGNS

A. Real Estate signs:

a. Real Estate signs must meet Spotsylvania County regulations with respect to size, content and removal. One sign per lot may be placed in the front yard of the property available.

b. All real estate signs must be removed 24 hours after property closing.

B. Political or political campaign signs:

a. Political or political campaign signs may be displayed in public view upon the private lots in Salem Fields only during the following period; not more than sixty (60) days before the date of any federal, state or local election or vote on any issue by the electorate, to not more than five (5) days after the vote has occurred.

b. No political or political campaign sign shall exceed four (4) square feet (2' x 2') in size.

c. To lessen the visual blight of such signs, free-standing signs must be placed in the front yard within ten feet (10') of the front plane of the dwelling structure.

d. Signs shall not be affixed to the dwelling structure but may be attached to the interior side of windows so as to be visible through the windows.

e. At no time shall any signs be placed upon the common area. Any signs on the common area shall be immediately removed and disposed of by the Association.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all Owners at their last known addresses.

The regulations listed above shall be deemed rules and regulations of the Association and shall be enforceable as such by the Association to Va. Code Section 55.1-1819.

The Effective Date of this Resolution shall be the 27th day of March, ²⁰²⁰~~2019~~ and shall supersede and replace any previously adopted Policy regarding Political Signs.

This resolution was adopted by the Board of Directors on the 25th day of February ~~2019~~ and shall be effective on the 11 day of March ²⁰²⁰~~2019~~.

SALEM FIELDS COMMUNITY ASSOCIATION

By: M. Shree Gaudin
President

By: Kathy Stubb
Secretary

SALEM FIELDS COMMUNITY ASSOCIATION

POLICY RESOLUTION NO. 2019-15

(Display of Political Campaign Signs)

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held on February 25, 2020

Motion by: Michelle Winegardner Seconded by: Kathy Wilson

VOTE:

	YES	NO	ABSTAIN	ABSENT
Director/President	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Director/Vice-President	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Director/Treasurer	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Director/Secretary	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Director	<u> </u>	<u> </u>	<u> </u>	<u>X</u>
Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>

ATTEST:

[Signature]
Secretary

2/25/2020
Date

Resolution Effective: 03/27/2020

**SALEM FIELDS COMMUNITY ASSOCIATION
RESOLUTION
REGARDING DUE PROCESS PROCEDURES
POLICY RESOLUTION NO. 2020- 11**

WHEREAS, Article 4, Section 4.1 of the Bylaws provides, in part, that the Board of Directors of Salem Fields Community Association (“Association”) shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Act or the Association Documents required to be exercised and done by the Owners; and,

WHEREAS, Article 4, Section 4.1 (4) of the Bylaws provides, that the Board of Directors of the Association shall adopt and amend any rules and regulations not inconsistent with the Association Documents; and,

WHEREAS, Article 4, Section 4.1 (6) of the Bylaws provides, that the Board of Directors of the Association shall enforce the provisions of the Association Documents; and,

WHEREAS, Article 12, Section 12.1 (a) of the Declaration provides that each Owner and such Owner’s tenants and such Owner’s (or tenant’s) household members, guests, employees, agents or invitees, shall be governed by, and shall comply with, all of the terms of the Association Documents and the Rules and Regulations, as amended from time to time; and,

WHEREAS, Article 12, Section 12.1(b) of the Declaration provides that any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Association Documents and the Rules and Regulations by any Owner may be assessed against such Owner’s Lot; and

WHEREAS, Article 12, Section 12.1 (c) of the Declaration provides that in any proceeding arising out of any alleged default by an Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney’s fees, even if the proceeding is settled prior to judgment.

WHEREAS, Article 12, Section 12.1 (f) of the Declaration provides that the violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any provision of the Association Documents shall give the Board of Directors the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such breach; and

WHEREAS, Article 12, Section 12.1 (g) of the Declaration provides that failure to comply with any of the terms of the Association Documents and the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, and any other relief provided for in the Association Documents; and

WHEREAS, Article 12, Section 12.1 (h) of the Declaration provides that the Board of Directors or the Covenants Committee shall have the power to impose charges against Owners for violations of the Association Documents or the Rules and Regulations by the Owner, the Owner's tenants and such Owner's (or tenant's) household members, guests, employees, agents or invitees.

WHEREAS, Article 12, Section 12.1 (h) of the Declaration provides that charges levied may not exceed Fifty Dollars (\$50.00) for a single violation or Ten Dollars (\$10.00) per day for each violation of a continuing nature or such greater amount as may be permitted by law; and

WHEREAS, Article 12, Section 12.1 (i) (1) of the Declaration provides that before imposing any charge, the Owner shall be afforded prior written notice and an opportunity to cure and inform the Owner that Owner is entitled to a hearing; and

WHEREAS, Virginia Code Section 55.1-1828 A provides that every lot owner, and all those entitled to occupy a lot shall comply with all lawful provisions of this chapter and all provisions of the declaration. Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the association or by its board of directors or any managing agent on behalf of such association; and

WHEREAS, Section 55.1-1819 B of the Act provides that the board of directors shall have the power, to the extent the declaration or the rules and regulations duly adopted expressly provide, to assess charges against any member for any violation of the declaration or of the rules or regulations for which the member or his family members, tenants, guests, or other invitees are responsible.

WHEREAS, Section 55.1-1819 C of the Act provides that before any action authorized in this section is taken, the member shall be given a reasonable opportunity to correct the alleged violation after written notice of the alleged violation to the member at the address required for notices of meetings and if the violation remains uncorrected, the member shall be given an opportunity to be heard and to be represented by counsel before the board of directors or other tribunal specific in the documents.

WHEREAS, Section 55.1-1819 C of the Act provides that notice of a hearing, including the actions that may be taken by the association in accordance with this section, 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 14 days prior to the hearing. Within seven (7) days of the hearing, 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.

WHEREAS Section 55.1-1819 D of the Act provides that the amount of any charges so assessed shall not exceed \$50 for a single offense, or \$10 per diem for any offense of a continuing nature, and shall be treated as an assessment against the member's lot. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding 90 days.

WHEREAS Section 55.1-1819 E of the Act provides that the board of directors may file or defend legal action in general district or circuit court that seeks relief, including injunctive relief, arising from any violation of the declaration or duly adopted rules and regulations.

WHEREAS, the Board of Directors deems it to be in the best interest of Association to adopt and implement a uniform and systematic rules and regulations to assess charges for violations, to ensure due process and consistency of enforcement and to comply with Virginia Code Section 55.1-1819 and the Association Documents.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors unanimously voted to adopt and implement the following rules and regulations to establish a procedure for the Board of Directors or its designated committee to follow prior to assessing charges for violations of the Association Documents and the rules and regulations and to ensure due process and consistency of enforcement:

I. NOTICE OF VIOLATION

A. The Owner shall be sent, by registered or certified mail, return receipt requested, a written notice of violation at such Owner's address of record with the Association.

B. The notice of violation shall specify the alleged violation; the action to be taken by the Owner to correct the alleged violation; and shall also provide a reasonable opportunity to correct the alleged violation, which shall not be less than fourteen (14) days after the date of the notice of violation.

II. NOTICE OF HEARING

If the alleged violation is not corrected by the date specified in the notice of violation, the Owner shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors, its designated committee or such other tribunal as the Association Documents or rules or regulations duly adopted pursuant thereto specify. Notice of such hearing, including the actions that may be taken by the Association in accordance with this section, shall, at least 14 days in advance thereof, be by registered or certified mail, return receipt requested to such Owner at such Owner's address of record with the Association.

A. The notice shall specify:

1. The date, time and place of the hearing which hearing notice shall be at such Owner's address of record with the Association to Owner at least 14 days in advance of the hearing date.
2. The alleged violation including a citation to the provisions of the Association Documents and rule(s) or regulation(s) allegedly violated.
3. That the Owner will be given an opportunity to be heard and that the Owner has the right to be represented by counsel before the tribunal.
4. Article 12, Section 12.1 (h) of the Declaration provides that charges levied may not exceed Fifty Dollars (\$50.00) for a single violation or Ten Dollars (\$10.00) per day for each

violation of a continuing nature or such greater amount as may be permitted by law or such other remedies and amounts as may be authorized by the Act, including but not limited to § 55.1-1819 E the right to enjoin, abate or remedy, either at law or in equity, the continuance of such breach; and the Association Documents and Rules and Regulations. The notice shall also state that the total charges for any offense of a continuing nature shall not be assessed for a period exceeding 90 days and that the assessment shall be treated as an assessment against such Owner's Lot for the purpose of § 55.1-1833.

III. HEARING PROCEDURE

A. The hearing shall be scheduled at least 14 days in advance of the hearing date and notice shall be given to the Owner at least 14 days in advance of the hearing date.

B. If the Owner requests, in writing, a continuance because of a conflict of the Owner or the Owner's counsel, the Board, in its sole and absolute discretion, may continue the hearing to another date and time. Only one continuance may be granted, and no further notice will be required or given except for the written confirmation of the rescheduled date and time of the hearing.

C. At the hearing, the Owner shall have the opportunity to be heard, present evidence, and have the right to be represented by counsel. The rules of evidence shall be relaxed, and the hearing need not be conducted in accordance with the technical rules of evidence used in a court of law.

D. The Owner, management agent, and members of the hearing committee or the Board of Directors, shall have the right to: (a) call, examine and cross-examine witnesses; (b) introduce documents, pictures of the violation, notice of violations, correspondence including but not limited to written letters and e-mails and other evidence without formal foundation or in compliance to the rules of evidence used in a court of law, and (c) rebut testimony and other evidence.

E. The hearing shall be conducted in executive session.

F. If the Owner fails to appear at the hearing, the Board of Directors or the designated committee, after proof that proper notice was given, may assess the charges or take such other action as may be authorized by the Association Documents or the Virginia Property Owners' Association Act, including but not limited to § 55.1-1819 D.

G. In accordance with Virginia Code Section 55.1-1819 C, within seven (7) days of the hearing, the hearing result shall be mailed by registered or certified mail, return receipt requested to such Owner at such Owner's address of record with the Association.

IV. RECORDS OF HEARING AND VIOLATIONS

The Board or the managing agent shall keep copies of all documents regarding the

violations by the Owner including the minutes of any hearing, hearing results, documentary evidence presented at the hearing in the Owner's file or a separate violation file set up for that Owner.

V. ASSESSMENT OF CHARGES

The amount of any charges assessed shall be treated as an assessment against such Owner's Lot for the purpose of § 55.1-1833 and shall also be the personal obligation of the Owner.

VI. OTHER REMEDIES AVAILABLE TO THE ASSOCIATION

By adopting this Resolution, the Association will not be deemed to have waived any other rights or remedies it has under the Association Documents including, but not limited to administrative fees, or its rights and remedies under the Virginia Property Owners' Association Act, § 55.1-1800 *et seq.*

V. EFFECTIVE DATE

The Effective Date of this Resolution shall be the 26th day of May, 2020 and shall supersede and replace any previously adopted Policy or Administrative Resolution regarding the due process procedures.

SALEM FIELDS COMMUNITY ASSOCIATION

By: Michelle Hyslop
President

By: Andy Salda
Secretary

SALEM FIELDS COMMUNITY ASSOCIATION

POLICY RESOLUTION NO. 2020- 11

(Due Process Procedures)

RESOLUTION ACTION RECORD

Duly adopted at a meeting of the Board of Directors held on

May 26, 2020

Motion by: Kathy Welch

Seconded by: Lisa Lambert

VOTE:

	YES	NO	ABSTAIN	ABSENT
Director/President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director/Vice-President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director/Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director/Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Kathy Welch
Secretary

5/26/2020
Date

Resolution Effective: 5/26/2020

SALEM FIELDS COMMUNITY ASSOCIATION

POLICY RESOLUTION NO. 2021-1

(Parking Policy)

WHEREAS, Article 8, Section 8.3 of the Amended and Restated Declaration for Salem Fields ("Declaration"), and along with the Bylaws, Articles of Incorporation, and Rules and Regulations (the "Governing Documents"), gives the Board of Directors ("Board") of the Salem Fields Community Association ("SFCA" or "Association") the power to adopt, amend, and repeal Rules and Regulations restricting and regulating the use and enjoyment of the property or any portion thereof and the actions of the Owners and occupants which affect the property; and

WHEREAS, Article 4, Section 4.1 of the Bylaws provides that the Board shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Virginia Property Owners' Association Act or the Governing Documents to be exercised and done by the Owners; and

WHEREAS, Article 7, Section 7.6 of the Declaration provides that except for any parking spaces that are assigned as Reserved or Limited Common Area, all parking spaces located in the Common Area shall be used by the Owners for self-service parking purposes on a first-come, first-serve basis, except as the Board may otherwise determine and in accordance with such reasonable rules and regulations as the Board may adopt; and

WHEREAS, Article 7, Section 7.6 of the Declaration provides that the Association will not unreasonably interfere with the right of any Owner, or such Owner's tenants or such Owner's (or tenant's) household members, guests, employees, agents or invitees to use the private streets and roadways on the Common Area for both vehicular and pedestrian ingress and egress to and from such Owner's Lot; provided however that the Board may limit the number off street parking spaces used by one Owner, assign parking spaces as Reserved Common Area, or designate guest parking; and

WHEREAS, Article 8, Section 8.2(o) of the Declaration restricts the types of vehicles that may remain on Association property and allows the Association to utilize self-help remedies, including the towing of vehicles, for violations of the Governing Documents; and

WHEREAS, Article 12, Section 12.1(a) of the Declaration provides that each Owner and such Owner's tenants and such Owner's (or tenant's) household members, guests, employees, agents or invitees, shall be governed by, and shall comply with, all of the terms of the Association Documents and the Rules and Regulations, as amended from time to time; and

WHEREAS, Article 12, Section 12.1(h) of the Declaration provides in part that the Board of Directors shall have the power to impose charges in the case of an Owner found to be responsible for a violation of the Association Documents or the Rules and Regulations; and

WHEREAS, Salem Fields Townhomes in Fairfield and Parkvue are in compliance with the minimum parking space requirement codified in Spotsylvania County Ordinance Number 23-5.9.3. Spotsylvania County Ordinance Number 23-5.9.3 requires 1.6 parking spaces per Townhome.

WHEREAS, Salem Fields governing documents provide that each townhome has two parking spaces per Lot, exceeding the county ordinance requirement.

WHEREAS, for townhomes with garages, the two spaces consist of the garage and the driveway. For townhomes without garages, the two spaces consist of two assigned parking spots designated by lot number. In addition to two spaces per townhome Lot, additional open parking spaces are available on a first-come first serve basis.

WHEREAS, the Supplementary Declaration for Fairfield and Parkvue provides that no garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed.

WHEREAS, on July 15, 2006, SFCA Board of Directors adopted Policy Resolution No. 8-06 (Parking Policy); and

WHEREAS, Parking Policy No. 8-06 was replaced in whole by revised and rewritten Policy Resolution No. 4 (Parking Policy) on November 19, 2013, adopted with respect to parking on the Owner owned lots in SFCA and the private roadways under the control of SFCA; and

WHEREAS, Parking Policy No. 4 (Parking Policy) dated November 19, 2013, was replaced in whole or in part by revised and rewritten Parking Policy No. 4 (Parking Policy) with effective date of 11-23-2016, adopted with respect to parking on the Owner owned lots in SFCA and the private roadways under the control of SFCA; and

WHEREAS, the Board of Directors believes that it is in the best interest of SFCA to revise, rewrite, and replace Policy Resolution No. 4 (Parking Policy) in whole by means of this signed and duly enacted resolution;

NOW, THEREFORE, BE IT RESOLVED THAT the following rules are adopted with respect to parking on the private roadways and designated spaces under control of the Association.

I. GENERAL PROVISIONS

- A. All Owners must ensure their family members, tenants, guests, and/or contractors comply with these rules and regulations. Each Owner is responsible for the conduct of their tenants, family members, guests, visitors and/or contractors as it relates to the operation, parking and proper use of vehicles.
- B. Parking of Vehicles on the Salem Fields Community Common Area streets, roadways, and paved parking areas (collectively referred to as "SFCA Roads") and the Common Area is subject to the rules and restrictions set forth herein and applicable provisions of the Governing Documents that are under the ownership and control of SFCA.
- C. Parking on all owned Lots in SFCA not SFCA Roads as set forth herein, are subject to the Parking Regulations set forth herein
- D. Only approved motor vehicles are authorized to park on SFCA Roads and Lots. An "Approved Motor Vehicle" is defined as any conventional passenger vehicle, personal van, scooter, mopeds, motorcycle, or pick-up truck of three-quarter (3/4) ton or less gross capacity that has a valid and current license plate and registration. Commercial Vehicles, Recreational Vehicles, Oversized and

Irregular Vehicles, Inoperative Vehicles and Abandoned Vehicles, as defined in Section III of this policy, shall not be parked on SFCA Roads unless engaged in business with the Association.

E. SFCA Roads are as follows:

1. **Townhomes**

Gander Court, Finch Lane, New Market Court, Plush Court, Wytheville Circle, Wytheville Court, and Wytheville Lane.

2. **Attached Villas**

Bluefield Drive, Cannel Lane, Craven Lane, Destiny Lane, Dragons Lair Drive, Ferrum Lane, Indian Spring Lane, Jaguar Court, Kenyon Lane, Lynchburg Drive, Macon Drive, Meadow Branch Way, N. Scottwood Lane, Patrick Henry Lane, Radford Drive, Scottwood Lane, Silent Spring Lane, Silversmith Lane, Summit Lane, Trinity Lane, and Wood Pond Court.

3. **Community Center Parking Lot**

Vehicle parking in the Common Area space owned and controlled by SFCA is restricted to first come – first serve basis. Parking is permitted for residents and their guests on a temporary basis on a first come – first serve basis. Each vehicle must display current registration plates or decals and current county and state inspection permits. After hours parking is allowed for events at the community center such as HOA meetings and resident rental events. Requests for extended parking hours may be considered by Association Manager.

4. **Villa Meeting House Parking Spaces**

5. **Fairfield and Parkvue**

Vehicle parking in the Limited Common Area spaces owned and controlled by SFCA is restricted to Fairfield and to Parkvue residents only on a first-come, first served basis, except where Common Area parking may be assigned. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed.

6. Attached Villa Common Area

Vehicle parking in the Limited Common Area spaces owned and controlled by SFCA is restricted to attached Villa Residents only on a first-come, first-served basis, except where Common Area parking may be assigned. No garage shall be converted to living space or altered or used for purposes which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed.

- F. **Owner Authorization** Vehicles may not be parked on private driveways or parking areas of individual Lots except as authorized by an Owner or such Owner's designees.

II. RULES AND REGULATIONS

A. Approved Roadways Only

SFCA residents may not use SFCA Roads for any purpose other than vehicular traffic and parking where approved. SFCA Roads are for vehicular traffic only. At no time shall SFCA Roads, sidewalks, parking lots, or other paved or concreted area be utilized for recreational activities (including sporting exercises of any kind, such as matches, games, or practice sessions).

B. Use of SFCA Roads

Vehicles may be operated only on the paved roadways and parking lots of SFCA. No vehicles, including but not limited to, bicycles, motorcycles, dune buggies, ATVs or snowmobiles may be driven on the walking trails, sidewalks, grassy areas (including Lot yards), or other Common Area of the Association, except for vehicles which are authorized by the Board of Directors as needed for the upkeep or improvement of the Common Area.

C. Traffic Flow

Vehicles may not be parked in any manner which impedes the normal flow of traffic, blocks any mailbox, intrudes into or across any driveway entrance, intersection, pedestrian crossing, or curb cut (regardless of the degree to which such blockage or intrusion renders those items inaccessible), or in any other way prevents ingress and egress of any vehicle to Owner Lots or SFCA Roads including emergency vehicles.

D. No Vehicular Hang over

Vehicles must be legally parked in areas designated for parking and then completely within the confines of a parking space, front to back and side to side. No portion of a vehicle or anything attached to or being carried by the vehicle may hang over the confines of the space onto the SFCA Roads or any sidewalk. There may only be one vehicle in any one parking space.

Vehicles parked in driveways may not hang over onto Common Area, SFCA Roads, sidewalks or grassy areas either with the front or rear end of the vehicle or anything attached to or being carried by the vehicle.

E. Garage/Driveway Parking :

Owners of Lots with a garage and driveway shall be required to park in such garage or driveway and may use the Limited Common area parking spaces and Common Area owned and controlled by SFCA only on a non-recurring, temporary basis as set forth herein or determined by the Board and/or management.

F. Sidewalks and Grassy Areas

At no time may residential lawns, yards, open green space, pipe stems, general turf areas, etc. be used for parking, storage, or other recurring use to support vehicles of any type. Vehicles, including motorcycles, mopeds, and bicycles, shall not be parked on any sidewalk, grassy area or non-parking area on Owners' Lot or Common Area under the control of the Association.

G. Fire Lanes

Vehicles shall not be parked in any area designated as a fire lane, no parking zone, or otherwise restricted area.

H. Unassigned Parking Spaces

1. Unassigned parking spaces include any parking space not assigned to a specific Lot.
2. All SFCA Owners and their family and household members, tenants, and guests are entitled to equal and fair use and access to unassigned parking spaces on SFCA Roads.

3. Unassigned spaces, unless otherwise provided in this resolution are available for temporary use for any SFCA Owners and their family and household members, tenants, and guests on a first come, first served basis.
4. Only SFCA Owners and their family and household members, tenants, and guests may park in unassigned spaces.
5. Use of unassigned parking spaces for vehicles not owned by SFCA Owners and their family and household members, tenants, and guests on a first come, first served basis.
6. To ensure general availability of unassigned parking spaces, owners or occupants will not use such spaces in a manner that denies the use of these spaces to other owners/occupants or guests for extended periods (monopolizing). Parking spaces may be considered to be improperly used when:
 - a. Owners/occupants and/or guests attempt to maintain control of specific unassigned spaces by consistently parking vehicles in such spaces for greater than 96 hours when, due to limited parking, other owners/occupants are vying for the same space(s), or
 - b. By rotating (switching) vehicles from the same household (or guests) between assigned and specific unassigned spaces, or
 - c. Other circumstances that result in the extended use of unassigned parking spaces by members of the same household or their guests/visitors.

I. **Repairs**

Major repairs or maintenance of vehicles, or painting of vehicles, is not permitted anywhere on the SFCA Roads. Repairs or maintenance of a minor nature such as the repairing of a flat tire or the recharging of a dead battery, are permitted. However, such repairs and maintenance must be performed expeditiously and not cause damage or permanent marking to the SFCA Roads or Common Area. Car washing must be in the Owner's driveway.

J. **Refuse**

The dumping, disposal or leak of oil, grease or any other chemical residual substance, or any substance or particles from the holding tank of or draining from any vehicle onto SFCA Roads is not permitted.

K. Speed Limit and Hazard

All vehicles must observe a maximum street speed limit of 25 mph when operating on SFCA Roads. Operation use and/or maintenance of a vehicles in a manner that poses a hazard or nuisance shall be in violation of this Resolution. A hazard is defined as the operation of a vehicle in a manner that threatens injury or death to other members of the community, and/or threatens to damage the property of other Owners' property interests.

L. Valid Operator's License

All SFCA Owners and their family and household members, tenants, and guests shall have a valid operator's license in order to operate a motor vehicle on SFCA Roads.

M. Deliveries/Transport

Passenger pick up and drop off on the SFCA Roads is permissible so long as no vehicle parks or stops for longer than fifteen (15) minutes while waiting to pick up or drop off a passenger. Driver must stay with vehicle.

N. Limited Daily Service Hours

Commercial or construction vehicles servicing an Owner's Lot only between the hours of 7:00 a.m. to 7:00 p.m. are permitted on SFCA Roads.

O. Moving Vans/Trucks

Commercially operated moving vans or trucks specifically rented for this particular move-in or move-out purposes are permitted on the SFCA Roads for a period not to exceed 24 hours. Prior to the move, Owner is to submit to management office a copy of the invoice/receipt evidencing short term rental of truck for moving purposes.

Only after completing delivery of a load of household items will a moving van or rental truck be permitted to again pass over and remain on the SFCA Roads for a new period not to exceed 24 hours.

P. Repeat Offenders

Continual vehicle violations by an Owner, their family members, tenants, or guests that do not result in towing of the vehicle shall be addressed by the Board of Directors.

Q. Excessive Noise

Vehicle security alarms may not sound for more than ten (10) minutes. There shall be no excessive blowing of car horns or playing of car radios or stereos or vehicles which generate unreasonably high level of noise, including unreasonable "revving" of the engine, screech of tires on the pavement, and/or unreasonably loud engine sounds due to absence of a muffler.

R. Due Process and Monetary Charges Imposed

The Board of Directors reserves the right and power to impose monetary charges as a sanction for violations of this parking policy, in accordance with the provisions of the due process procedures set forth in the Declaration.

S. No Storage in Parking Spaces

Parking spaces are designated only for the parking of vehicles. No items or articles other than vehicles may be stored in the parking spaces. No signs, initials, numbers, storage containers or other additions or alterations to the parking spaces may be painted, displayed, or erected without prior written consent of the Board of Directors.

T. Portable Storage Units

Portable storage units are prohibited on the SFCA Roads and the Common Area. Portable storage units on an Owner's Lot are permitted under two (2) circumstances:

1. Moving

During the process of a move, a portable storage unit may be placed on an Owner's Lot for a period not to exceed fifteen (15) days.

2. Renovations

During renovations, a portable storage unit may be placed on an Owner's Lot for a period not to exceed three (3) months.

U. Handicapped Parking Spaces

In accordance with the provisions of the governing documents of the Salem Fields Community Association, as well as the provisions of the Spotsylvania

County Code of Ordinances, Va. Code Ann. § 36-103, and 42 USCS § 12181, the Association is not required to install handicapped parking spaces.

III. PROHIBITED VEHICLES

The following vehicles are prohibited from parking on Owner Lots and SFCA Roads:

A. Commercial Vehicles

1. Commercial for Hire

Any vehicle in which the driver is ordinarily hired for transport, including but not limited to, commercial trucks, taxis, limousines, passenger vans, or buses, or any other vehicle described as commercial under Spotsylvania County Code/Ordinance, Va. Code § 46.2-100, *et seq.*, or administrative regulation of the Virginia Department of Motor Vehicles (DMV).

2. Commercial Markings

Any vehicle with uncovered exterior logos, signs, letters, numbers, advertising, or irregular and distinct coloring which creates the appearance of a commercial vehicle.

3. Commercial Exterior

Any unmarked vehicle with commercial paraphernalia or equipment attached, strapped, or affixed to the exterior of the vehicle, including but not limited to, storage containers, racks, ladders, or pipes.

4. Commercial Interior

Any unmarked vehicle with commercial equipment or supplies within the interior of the vehicle which is readily visible through the windows of the vehicle including, but not limited to, pesticide or paint buckets, propane tanks, cabling, uncovered or unsecured tools or other supplies.

5. Oversized and Irregular Vehicles

Any vehicle which, because of its irregular height, length, shape, or weight, is not considered a conventional passenger car and is more suited for a commercial purpose.

6. Commercial Vans

Any van designed for the transport of furniture, goods, equipment, animals, or scheduled transportation.

B. Recreational Vehicles

Any motor home, self-contained camper, mobile home, boat, all-terrain vehicle (ATV), dune buggy, trailer, boat trailer, pop-up camper/tent trailer, horse trailer, or trailer/semi-trailer used for transporting wave runners or jet skis, whether or not such trailer or semi-trailer is attached to another vehicle, and any other type of vehicle primarily designed for recreational use, as opposed to conventional passenger use.

C. Military Vehicles

Any vehicle designed and constructed for military use, or intended to transport military personnel, military equipment, or military supplies, except for unmodified civilian vehicles that do not otherwise violate the provisions of this Policy Resolution, shall be in violation of this subsection.

D. Inoperative Vehicles Abandoned Vehicles Junk Derelict or Stored Vehicles

1. Any disabled or inoperative vehicle parked or stored in open view on Lots, Common Area spaces, or the SFCA Roads. A vehicle is deemed to be disabled if it is missing parts of the automobile essential to the legal operation of the vehicle (this would include items that might not be related to the engine, but are legally necessary for safe operation of the vehicle), or up on jacks or blocks.
2. Any vehicle on which current registration plates or decals and current county and state inspection permits are not displayed.

E. Double-Parked Vehicles

Any vehicle that double-parks or otherwise blocks another vehicle parked on SFCA Roads or Lots from freely exiting and leaving its parking space.

IV. LIABILITY

- A. The Association assumes no liability for any damage to any vehicle parked or operated on the SFCA Roads.
- B. The Association assumes no liability for the security of any vehicle parked or operated on SFCA Roads or any theft therefrom.

- C. SFCA shall not be liable to Owner of any towed vehicle for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing.
- D. SFCA reserves the right to exercise all remedies provided by SFCA's Governing Documents including seeking injunctive relief or any other remedy available to it in a court of equity or law.

V. ENFORCEMENT

A. In General

1. Vehicle removal

In accordance with Article 8, Section 8.2(o) of the Declaration, the Board of Directors shall have the authority to have any vehicle not in compliance with the provisions of this Resolution removed from the SFCA Roads.

If vehicles remain in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle, no other form of notice is required before towing is enforced. All costs and risks of towing and impoundment shall be the sole responsibility of the vehicle's owner.

2. Posted Notices

Once a notice of violation and towing is posted, neither its removal nor failure of Owner to receive the notice for any reason shall be grounds for relief of any kind. An Affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of property posting.

3. Violation Sub'ect to Immediate Towin

The following will be subject to immediate removal without notification to the owner of the vehicle:

- (a) parking in a designated fire lane;
- (b) parking and blocking a private driveway on the same side of the street without permission;
- (c) any parking situation constituting a safety hazard or impeding passage of emergency fire or medical vehicles as well as snow plows;
- (d) parking on a grassy common area;

- (e) impeding access to sidewalk ramps or mailboxes;
- (f) parking in a designated no-parking zone; or
- (g) parking in the assigned numbered spaces of any Owner/resident;

4. **Towin Information**

At appropriate and prominent locations throughout the property, the Association shall maintain clear and conspicuous signage that notifies vehicle owners that a vehicle may be removed, towed or immobilized if parked without permission.

The Association shall post signs which shall include a telephone number where the vehicle may be retrieved.

5. **Reportin of Violations**

Parking violations seen by any Owner may be reported in writing to the management office for follow up.

B. Remedies

1. The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents or the laws of Virginia and Spotsylvania County.
2. Nothing contained herein shall preclude the Board of Directors from seeking injunctive relief or any other remedy available to it in a court of equity or law.
3. Owners shall be liable to the Association for any costs incurred by Association to repair or repaint any part of SFCA Roads damaged by the negligence or intentional act of the Owner or family member, his or her tenant, or invited guests.
4. If it is necessary for the Association to enforce this resolution, Owner shall be responsible for all expenses, costs, and attorney's fees incurred by the Association in enforcing the provisions of this resolution.

C. Indemnification

If any vehicle owned or operated by an Owner, by a member of his or her family or household, or by such Owner's tenants, guests, invitees or licensees shall be parked, operated or abandoned in such a manner as to violate the Governing Documents, the Association shall be held harmless by such Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the Owner or driver may have

under the provisions of applicable law are hereby expressly waived. The Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such parking, operation, or abandonment, and any consequences thereof.

VI. REPEAL OF PRIOR POLICIES

The rules and regulations set forth in this policy supersede and replace all rules and regulations set forth in any prior parking policy.

The effective date of this resolution shall be this 1st day of March 2021.


Board Presiden

SALEM FIELDS COMMUNITY ASSOCIATION

POLICY RESOLUTION NO. 2021-1

(Parking Policy)

Duly adopted at a meeting of the Board of Directors held 1/26/2021.

Motion by: Michelle Freigardner

Seconded by: Lisa Lambert

VOTE

	YES	NO	ABSTAIN	ABSENT
<u>M. Freigardner</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Lisa Lambert</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>William M. Blaine</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Gregory Leitch</u> Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attest:

Gregory Leitch
Secretary

2/17/2021
Date

RESOLUTION OF THE BOARD OF DIRECTORS OF
SALEM FIELDS COMMUNITY ASSOCIATION

RULES AND POLICIES REGARDING IMPROPER TREATMENT OF MEMBERS,
RESIDENTS, EMPLOYEES, MANAGEMENT COMPANY
AND CONTRACTORS

WHEREAS, Article 4, Section 4.1 of the Association's Bylaws provides that the business and affairs of the Association shall be managed by a Board of Directors; and

WHEREAS, Article 4, Section 4.1 of the Bylaws provides that the Board of Directors shall have all of the powers necessary of the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association documents to be exercised and done by the Owners; and

WHEREAS, VA Code Ann. § 55.1-1819 A provides that the board of directors shall have the power to establish, adopt, and enforce rules and regulations with respect... such other areas of responsibility assigned to the association by the declaration, except where expressly reserved by the declaration to the members; and

WHEREAS, Article 8, Section 8.3 of the Declaration provides in pertinent part that the Board of Directors shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyments of the Owners and occupants which affect the Property; and

WHEREAS, Black's Law Dictionary defines harassment as "words, gestures, or actions which tend to annoy, alarm, or abuse another person", defines "annoy" as "To disturb, irritate" or "cause discomfort" and defines "abuse" as "insulting, hurtful or offensive wrongs and act."; and

WHEREAS, Virginia Code §8.01-45 provides that "All words shall be actionable which from their usual construction and common acceptance are construed as insults and tend to violence and breach of the peace."; and

WHEREAS, the Board wishes to ensure that Salem Fields Homeowners Association is maintained as an environment free of harassment, insults and bullying and that all Members and Residents of the Association maintain a high standard of ethical conduct while residing within the Association; and

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors hereby adopts the following anti-harassment policy, anti-bullying policy, standards and behavior and ethical rules, and enforcement that are applicable to all members and Residents of the Association:

It is the policy of the Association to create and maintain an environment free from all forms of discrimination and conduct that can be considered harassing, coercive,

or disruptive including sexual harassment. Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. The Association will not tolerate harassment toward an individual based on race, color, creed, sex, national origin, gender identity or expression, age, religion, disability, marital status, citizenship or any other characteristic protected by law. Furthermore, actions, words, jokes, or comments based on an individual's sex, race, color, national origin, gender identity or expression, age, religion, disability, marital status, citizenship or any other characteristic protected by law will not be tolerated. The Association will not condone such behavior by or from any Member, Resident, tenant, guest, or invitee (collectively "Persons").

All Persons shall refrain from harassing other Persons, Directors of the Board, Association committee members, or management staff. Persons shall not in any way harass, threaten or otherwise attempt to intimidate any other Persons, Director of the Board, Association committee members, or management staff. All Persons shall refrain from any inappropriate or unwanted touching of other Persons, Directors of the Board, Association, committee members, or management staff. The Association shall deem any Persons who harasses, threatens, or otherwise attempts to intimidate, or touches inappropriately or without consent, other Persons, Directors of the Board, Association committee members, or management staff, to be in violation of this resolution.

All Persons must conduct themselves in a civil and courteous manner at all times and must not jeopardize or interfere with the rights and privileges of others. Conduct is considered uncivil, or uncourteous if a person is visibly intoxicated, or engages in rudeness, personal attacks, insults, name-calling, or uses derogatory language towards another, or engages in aggressive behavior towards another or engages in behavior that tends to cause embarrassment or discomfort to others.

Loud, profane, indecent or abusive language is prohibited.

Under no circumstances shall any Persons bully or shame any other Persons, Directors of the Board, Association committee members, management staff, members, residents, tenants, family members, guests and invitees. This includes in person and on social media platforms.

All Persons shall refrain from interfering with the duties of Directors of the Board, Association committee members, management staff and contractors. No Persons shall interfere with the duties of the management staff or any contractor executing a contract in process. All communications with contractors must go through the onsite management office.

All Persons shall show respect to fellow Persons, Directors of the Board, Association committee members and management staff.

Persons shall report any inappropriate and discourteous conduct, or conduct believed to be in violation of this Policy, to the onsite management staff.

All Members shall be responsible for the conduct of their residents, tenants, family members, guests and invitees while within Salem Fields Community Association. Members shall be responsible for ensuring their Residents, family members, guests and invitees comply with this Policy and all documents governing the Association.

Violation of Policy:

Any Member who is found to be in violation of this policy will be subject to appropriate remedial action. Such remedial action shall include all remedies available at law or in equity, including but not limited to injunctive relief being sought against him/her, fines, requiring all further communications from the Member to be in writing.

Association Members, as well as their tenants or guests of the Association Members, are required to conduct themselves in a courteous manner regarding Association matters. Verbally or physically abusive actions as well as threatening, screaming or otherwise disruptive behavior including use of inappropriate language and/or tone/intensity of language, toward other members of the Association, management staff, pool monitor staff, and/or contractors hired by the Association is strictly prohibited.

Any person acting in a manner that is abusive, threatening and otherwise disruptive will be asked to conduct themselves in an orderly manner. Continued disruptive, dangerous or threatening behavior will be followed by a request to leave the premises or meeting. If the person fails to leave or persists with uncontrollable behavior, a police officer will be summoned to escort the offender(s) from the premises and applicable criminal charges will be filed.

In the context of this policy, "abusive, threatening and disruptive" is defined as, but not limited to verbal abuse, insults, defamation, foul language, harassment, hostile, menacing or lewd behavior, or other forms of action intended to belittle or demean other Association Members, management, or vendors.

NOW THEREFORE, the Board of Directors has voted to adopt and approve this Resolution regarding the rules and policies regarding improper treatment of members, residents, employees, management company and contractors.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all members at the address of record with the association.

This resolution was adopted by the board of directors on 1/27, 2021 and shall be effective on 1/23, 2021.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 3rd day of August, 2021.

SALEM FIELDS COMMUNITY ASSOCIATION

Michelle Hinegardner 8/3/2021
Michelle Hinegardner, President Date

Lisa Lambert 8/3/2021
Lisa Lambert, Vice President Date

Kathy Welch 8/3/21
Kathy Welch, Secretary Date

Iri Shorts 8/3/21
Iri Shorts, Treasurer Date

Attest:

Kathy Welch 8/3/21
Secretary Date

SALEM FIELDS COMMUNITY ASSOCIATION

POLICY RESOLUTION NO. 2021-2

RULES AND POLICIES REGARDING IMPROPER TREATMENT OF MEMBERS, RESIDENTS, EMPLOYEES, MANAGEMENT COMPANY AND CONTRACTORS

RESOLUTION ACTION RECORD

Day adopted at a meeting of the Board of Directors held on

July 27, 2021

Motion by: Michelle Hinegardner Seconded by: Iris Shorts

VOTE:

	YES	NO	ABSTAIN	ABSENT
Michelle Hinegardner	✓	___	___	___
Lisa Lambert	✓	___	___	___
Kathy Welch	✓	___	___	___
Iris Shorts	✓	___	___	___

ATTEST:

Kathy Welch
Secretary

8/2/21
Date

Resolution Effective: 8/23/21

Salem Fields Community Association

Architectural Guidelines



FirstService
RESIDENTIAL

SALEM FIELDS COMMUNITY ASSOCIATION

ARCHITECTURAL GUIDELINES



2020 EDITION

**Salem Fields Community Association
11125 Rappahannock Drive
Fredericksburg, VA 22407**

540.548.3487 – www.SalemFieldsCommunity.com

TABLE OF CONTENTS

EXPLANATION OF THE ON-GOING INSPECTION PROCESS

SECTION 1

OVERVIEW1

SECTION 2

PROTECTIVE COVENANTS2

SECTION 3

THE COVENANTS COMMITTEE2

SECTION 4

REVIEW AND APPLICATION PROCEDURES3
CHANGES REQUIRING COVENANTS COMMITTEE REVIEW3
 EXCEPTIONS3
 EXTERIOR ALTERATION APPLICATION AND PROCEDURES3
 REVIEW CRITERIA AND DEFINITIONS4
 REVIEW PROCEDURES6
 ITEMS NOT ALLOWED IN SALEM FIELDS6
 APPEAL PROCEDURE7
 ENFORCEMENT PROCEDURES7

SECTION 5

GUIDELINES FOR COMMON EXTERIOR CHANGES7
ADDITIONS – MAJOR BUILDING ALTERATIONS, SUNROOMS AND

GREENHOUSES	7
SUNROOMS	9
GREENHOUSES	9
AIR CONDITIONERS	9
ANTENNAS	10
ARBORS	10
ATTIC VENTILATORS	11
AWNINGS	11
BASKETBALL GOALS	11
<i>PERMANENT BASKETBALL GOALS</i>	12
<i>PORTABLE BASKETBALL GOALS</i>	12
CAR COVERS	13
CHAIRS AND BENCHES IN FRONT OF HOMES	13
CHIMNEYS AND METAL FLUES	13
CLOTHESLINES	13
COMPOST BINS	13
COLOR CHANGES TO DECKS, DECK RAILINGS AND FENCES	14
DECKS	14
DECORATIONS (SEASONAL)	16
DECORATIVE OBJECTS	16
DIRT AND GRIME	17
DOGHOUSES	17
DOORS	17
<i>FRONT ENTRY DOORS</i>	17
<i>STORM AND SCREEN DOORS</i>	18
DRAINAGE AND EROSION CONTROL	19
DRIVEWAYS	19
ELECTRONIC INSECT TRAPS	20
FENCES	20
<i>SINGLE-FAMILY HOMES (INCLUDING DETACHED VILLAS) FENCES</i>	22
<i>ATTACHED HOMES FENCES (TOWNHOUSES AND VILLAS)</i>	22
<i>INVISIBLE FENCES</i>	23
FIREWOOD	23
FLAGPOLES	24
<i>PERMANENT FLAGPOLES</i>	24
<i>TEMPORARY FLAGPOLES</i>	24
GARAGES AND GARAGE DOORS	24
GARDENS	25
<i>VEGETABLE AND FRUIT GARDENS</i>	25
<i>ROCK/WATER GARDENS</i>	25
GAZEBOS	25
GRASS MAINTENANCE	26
GRILLS	26
<i>PERMANENT GRILLS</i>	26
<i>PORTABLE GRILLS</i>	27

GUTTERS	27
HOT TUBS/JACUZZIS	27
HOUSE NUMBERS	28
IN-HOME BUSINESS/SERVICES	28
LANDSCAPING	29
LATTICE (PRIVACY SCREENING)	30
LAWN AND GARDEN EQUIPMENT	31
LAWN AND GARDEN FERTILIZATION	31
LAWN FURNITURE	31
LIGHTING (EXTERIOR).....	32
MAILBOXES (SINGLE-FAMILY)	33
MOTOR VEHICLES	33
NOISE	34
OBSTRUCTION	34
OPEN SPACE (COMMON AREA)	34
PAINTING (EXTERIOR)	35
PARTY EQUIPMENT	35
PARKING AND TOWING	35
<i>PARKING NEAR MAILBOXES</i>	36
<i>FIRE LANE AND "NO PARKING" DESIGNATIONS</i>	36
<i>BLOCKING HANDICAP RAMPS</i>	36
<i>PRIVATE STREET PARKING</i>	36
<i>RESERVED PARKING</i>	36
PATHWAYS	36
PATIOS	37
PERGOLAS	37
PESTICIDES AND HERBICIDES	38
PETS/ANIMALS	38
PICNIC TABLES	39
PLAY EQUIPMENT	39
<i>RECREATIONAL EQUIPMENT</i>	39
<i>SPORTS ACTIVITIES</i>	39
<i>TRAMPOLINES</i>	40
<i>TREE HOUSES</i>	40
<i>PLAYHOUSES</i>	40
<i>PONDS</i>	40
PORTABLE MOVING CONTAINERS	40
PROPERTY – GENERAL APPEARANCE	41
RAIN BARRELS	41
RECREATIONAL VEHICLES (STORAGE)	42
ROOFS	43
SATELLITE DISHES, WIRELESS CABLE AND TV BROADCAST ANTENNAS	43
SCREENED PORCHES	44
SECURITY CAMERAS	45
SHEDS, PLAYHOUSES AND GREENHOUSES (DETACHED)	45
<i>DETACHED HOUSES</i>	46

<i>ATTACHED HOUSES</i>	46
SHUTTERS	46
SIDING REPAIRS	47
SIGNS	47
SOLAR PANELS AND SOLAR WATER HEATERS	48
SPRINKLER SYSTEMS	49
STORM WINDOWS AND SCREENS	49
SWIMMING POOLS	49
TRASH AND RECYCLING	50
<i>STORAGE</i>	50
<i>TRASH CONTAINER STORAGE (FULLY OBSCURED)</i>	51
TREE STUMPS AND TREE REMOVAL	51
<i>TREE/BRUSH REMOVAL</i>	51
TRELLISES	51
UTILITY SCREENS	52
WINDOWS	53

SECTION 6

MAINTENANCE GUIDELINES	54
DECKS	54
DRIVEWAYS	54
EXTERIOR APPEARANCE	54
FENCING	55
GARDENS	55
LAWN AND GARDEN FERTILIZATION	55
MOWING AND LANDSCAPE	55
PLANT BEDS	56
ROOFS	56
SHEDS	56
SNOW REMOVAL.....	56
TRASH REMOVAL	56
TREES AND SHRUBS	56

SECTION 7

EXTERIOR ALTERATION APPLICATION AND WORKSHEETS

- EXTERIOR ALTERATION APPLICATION
- WORKSHEET A – DECK/PATIO/SCREENED PORCH/SUNROOM
- WORKSHEET B – EXTERIOR DOORS
- WORKSHEET C – FENCE/PRIVACY SCREEN/ARBOR/PERGOLA/TRELLIS

WORKSHEET D – PAINT AND STAIN CHANGES
WORKSHEET E – LANDSCAPING
WORKSHEET F – PERMANENT BASKETBALL GOAL
WORKSHEET G – SHEDS/PLAYHOUSES
WORKSHEET H – RECREATIONAL AND PLAY EQUIPMENT
WORKSHEET I – IN-GROUND SWIMMING POOL
WORKSHEET J – MISCELLANEOUS STRUCTURE

Salem Fields Community Association

Explanation of the On-Going Inspection Process

The Association is continuing its on-going inspections of each property for compliance with the Design Guidelines (“Architectural Guidelines) to ensure that home values are not impacted by a lack of maintenance or unapproved modifications. The Association will be reviewing each home and property for compliance as required by the Declaration. The annual inspections are a mechanism to better enforce the Covenants. As the community continues to age there is a genuine need for continued property maintenance.

The annual inspection process is a complete review of each lot and the exterior of the structures therein using the governing documents.

The exterior of the home, as well as any other structure or improvement to the property, will be visually inspected for maintenance issues like dirty or discolored siding, faded or mismatched paint, torn screens, rotted wood around doors, eaves, etc. Simply put . . . your lot should be tidy and the exterior of any structures, modifications, etc. be clean and maintained in good condition!

To avoid receiving violation notices, please perform a visual inspection of your home and take steps to correct any violations, like dirty/stained siding or peeling paint. If you have made a modification to your home or an improvement to your lot and have not filed an Exterior Alteration Application with the Covenants Committee (Committee), please do so as soon as possible so that the Covenants Committee can review and respond to the properly submitted written application. The Exterior Alteration Application and other information may be obtained from the Salem Fields Community Association (SFCA) onsite Management Office (sfca.manager@fsresidential.com) or they can be accessed and printed from the Salem Fields website (www.SalemFieldsCommunity.com).

In accordance with VA Code Ann. § 55.1-1819 C, the Association will give written notice of violation and a reasonable opportunity to correct the violation.

If the violation is not corrected by the compliance date, the Association, after notice and hearing may assess charges (\$50 for a single offense or \$10 per day, not to exceed 90 days, for any offense of a continuing nature and shall be treated as an assessment against the member's lot for the purposes of § 55.1-1833, and/or seek injunctive relief in and any other relief which is available to the Association including requesting that the Court order you to abate or remedy the violation in accordance with the Governing Documents and the Virginia Property Owners’ Association Act.

Va. Code Ann. § 55.1-1819 C provides in pertinent part:

If the violation remains uncorrected, the member shall be given an opportunity to be heard and to be represented by counsel before the board of directors or other tribunal specified in the documents.

Notice of a hearing, including the actions that may be taken by the association in accordance with this section, shall be hand delivered or mailed by registered or certified mail, return receipt requested, to

Salem Fields Community Association

the member at the address of record with the association at least 14 days prior to the hearing. Within seven days of the hearing, 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.

Va. Code Ann. § 55.1-1819 D provides in pertinent part:

The amount of any charges so assessed shall not be limited to the expense or damage to the association caused by the violation, but shall not exceed \$50 for a single offense or \$10 per day for any offense of a continuing nature and shall be treated as an assessment against the member's lot for the purposes of § 55.1-1833. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding 90 days.

Pursuant to §55.1-1819 E. of the Property Owner's Association Act the board of directors may file or defend legal action in general district or circuit court that seeks relief, including injunctive relief arising from any violation of the declaration or duly adopted rules and regulations. The Association has the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The Association is also entitled to recover its reasonable costs and attorneys' fees pursuant to Va. Code § 55.1-1819 A and 55.1-1828 A.

If additional time is necessary to complete the repairs listed on the Notice of Violation because of scheduling conflicts, budgeting purposes or hardship, an extension request must be made to the Board of Directors prior to the compliance date noted in the violation notification letter. The Management Office, the Board of Directors, as well as the staff, do not want compliance with the Covenants to be burdensome. The staff is here to assist your navigation through the compliance process and to help answer questions or concerns you may have about the process. We encourage every resident to take immediate action to correct any issues noted in the violation notice letter, or to contact the Management Office if there are any questions or concerns about the inspection results.

Salem Fields Community Association

Section 1 - Overview

Under the Declaration the property is to be maintained to provide for visual harmony and soundness of repair, regulating the external design, signage, appearance, use and upkeep of the property, avoiding activities deleterious to the aesthetic or property values of the property and promoting the general welfare and safety of the owners and their tenants, household members, guests, employees, agents and invitees.

The Declaration gives the right to establish requirements regarding the form and content of plans and specifications to be submitted for approval including imposing reasonable applications fees as well as costs of reports, analyses or consultations requirement in connection with improvements or changes proposed by an owner. Under the Declaration the Board has the power to propose Design Guidelines which are enforceable by the Association.

This document provides guidelines for the types of improvements for which Salem Fields homeowners most commonly submit applications to the Committee. They are not intended to be all-inclusive, or exclusive; rather they serve as a standard. This document and all associated forms can be found on the Salem Fields Community website: www.SalemFieldsCommunity.com.

The primary functions of this document are: (1) to explain the role of the Committee, (2) to address the architectural guidelines necessary for the maintenance and enhancement of Salem Fields, and (3) to serve as a readily available guide to the Committee, the SFCA staff, and residents of Salem Fields.

The specific objectives of the guidelines are:

- To increase homeowners' awareness and understanding of the Covenants in place in the Salem Fields Community and their responsibility as members.
- Describe the architectural review procedures established by the Covenants.
- Illustrate design principles to aid homeowners in the development of exterior improvements that will harmonize with the immediate neighborhood and the entire community.
- To provide a minimum maintenance standard for all exterior modifications and repairs.
- Explain the role of the Committee.
- Assist homeowners in preparing acceptable applications for Committee review.
- Provide the Committee with uniform guidelines for the review of applications.

Variations to the *Architectural Guidelines* require Board of Directors approval and cannot be approved by the Committee. After determining that a variance is involved the committee will forward the file to the Board of Directors for decision.

Procedures set forth in these guidelines are in addition to the restrictions, procedures, and ordinances of Spotsylvania County, and the state of Virginia.

Salem Fields Community Association

Section 2 - Protective Covenants

The Salem Fields Protective Covenants are contained in the SFC Documents (e.g., Declaration, Supplementary Declarations, Articles of Incorporation, By Laws, and *Architectural Guidelines*) and are commonly referred to as “Covenants”.

The Covenants have been recorded in the land records of Spotsylvania County, Virginia; all lots sold within Salem Fields are sold subject to these Covenants. They “run with the land” and are binding upon all property owners and their successors in title.

One of the advantages of owning a home in Salem Fields is the protective covenants. They preserve the character of the community as it was envisioned when development of Salem Fields began. When you purchased your property, you agreed to comply with those same guidelines and to help maintain them. For this reason alone, the Covenants should be reviewed periodically and fully understood by every property owner.

Every Salem Fields property owner should have received a copy of the Covenants prior to or at settlement. If you do not have a copy, you can contact the Management Office to obtain one. Please note that all homeowners are responsible for insuring their renters are aware of these guidelines and that the guidelines apply to all residents living in Salem Fields.

Section 3 – The Covenants Committee

Article 7, Section 7.1(a) of the Amended and Restated Declaration established the Covenants Committee.

Article 9, Section 9.1(a) of the Amended and Restated Declaration provides for the selection and duties of the Committee.

The role of the Salem Fields Community Association, of which every homeowner is a member, is not only to own and operate open space, but also to conserve and enhance the resources of the total community.

To ensure that these responsibilities are accomplished, the Declaration establishes the Committee. The Committee ensures the retention of harmonious, though diverse, design qualities of the Community. (Surveys of planned communities show that the existence of such committees is reflected in the preservation and enhancement of real estate values and is of prime importance to residents.)

The Committee performs the task of ensuring aesthetic quality of the homes and the environs by establishing and monitoring the architectural review process.

All restrictions and procedures set forth in this *Architectural Guidelines* booklet are in addition to the restrictions and procedures which must be followed and which are set forth in the applicable ordinances of Spotsylvania County, Virginia. Compliance with these guidelines and with the ordinances of Spotsylvania County is prerequisite to the alteration or addition to any lot within Salem Fields.

Salem Fields Community Association

The Committee ensures that proposed exterior alterations comply with the objectives set forth in the Covenants. This involves regular and systematic review of all applications submitted by residents.

The guidelines focus only on exterior alterations made by owners.

Section 4 - Review and Application Procedures

Changes Requiring Committee Review

Article 9, Section 9.4(a) (1) of the Amended and Restated Declaration states that:

No person shall make any addition, alteration, improvement or change of grade in or to any Lot (other than for ordinary and routine Upkeep and not including areas with a building visible from the exterior only because of the transparency of glass doors, walls or windows), without the prior written approval of the Covenants Committee. No person shall paint, affix a sign not specifically permitted by the Rules and Regulations to or alter the exterior of any improvement, including the doors and windows, without the prior written approval of the Covenants Committee. Approval by the Board of Directors or the Covenants Committee shall not relieve an Owner from any obligation to obtain required governmental approvals and permits.

It is important to understand that Committee approval is not limited to major alterations, but includes such items as changes in color, materials, etc., as well as the removal of existing items. In accordance with Article 9, Section 9.4(b) (1) of the Amended and Restated Declaration, once a plan is approved it must be implemented as approved.

Note: Changes/modifications made within fenced-in yards are not excluded from the Committee review process.

EXCEPTIONS

Structures, which were offered as builder options and are shown on original house location surveys, do not require Committee approval. These structures, if built to exact builder option specifications, have already been approved and, therefore, do not require an application for review by the Committee. However, these structures, installed by individual builders, will not serve as guidelines for the entire community.

EXTERIOR ALTERATION APPLICATION AND PROCEDURES

An Exterior Alteration Application must be completed and submitted prior to the start of construction. Any application not accompanied with the required supporting documents will be considered incomplete and will not be submitted to the Committee for its consideration. An incomplete application does not constitute the start of the application process. You can obtain this application from the Salem Fields website or from the Management Office. The application must include:

- A full description of the exterior change or modification including, when applicable, drawings, pictures, color swatches, catalog illustrations, and list of materials. (Please include any of the worksheets specified under the “Application Requirements” noted in this document).

Salem Fields Community Association

- A start and completion date.
- The signatures of three (3) property owners or residents most affected by your change because they are adjacent to the property or can view the project. These signatures only indicate an awareness of the exterior modification and do not indicate approval or disapproval.
- A property plat or house location survey which is a scaled drawing of a lot (*or plot*) that illustrates the location and dimensions of the proposed improvement, dimensions of the property, adjacent properties if applicable, and all improvements including those covered by the application. The house location survey should encompass all boundaries. Contour lines are required where drainage is impacted.

Committee review begins with the submission of an Exterior Alteration Application by the property owner proposing the project. Each such application for a change or modification is reviewed on an individual basis. There are no “automatic” approvals unless provided for specifically in these guidelines. Any approvals made by the Committee are based on the guidelines and the specific requests and should not be considered a precedent for other applications.

The Committee cannot consider requests for common area enhancements. See Declaration, Article, Section 8.2(f).

All requests for changes must come from the homeowner, must be complete, must be legible and signed by the homeowner.

The onsite management staff is available to answer questions and assist you with the modification review process, but cannot approve applications and must adhere to policy. An incomplete application will be returned to the member for completion. The application review process may take up to 45 days.

REVIEW CRITERIA AND DEFINITIONS

The Committee reviews all submissions for exterior changes on the individual merits of the application. What may be an acceptable design for one exterior may not be an acceptable design for another. For example, exterior changes to Townhouses and attached Villas, due to their relative closeness to each other, usually are more noticeable and have more of an impact on adjoining properties than changes to detached homes. In short, evaluation of the design proposal includes the close review and consideration of the housing type and individual site, since what may be an acceptable design of an exterior in one instance may not be an acceptable design in another.

Design decisions made by the Committee in reviewing applications are not based on any individual’s personal opinion or taste. Judgments of acceptable design are based on the following criteria, which represent, in more specific terms, the general guidelines of the Protective Covenants.

- | | |
|-----------------------|--|
| Validity of concept: | The basic idea must be sound and appropriate to its surrounding. |
| Design Compatibility: | The proposed improvement must be compatible with the architectural characteristics of the applicant’s house, adjoining |

Salem Fields Community Association

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

- Location and Impact on Neighbors: The proposed alteration must relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns are access, view, sunlight, ventilation, and drainage.
- Scale: The size (in three dimensions) of the proposed alteration must relate well to adjacent structures and its surroundings. For example, a large addition to a small house may be inappropriate.
- Front, Rear and Side Planes: The front plane is defined as the largest horizontal plane on the house front excluding bay windows, porches, steps, porticos, cantilevers, and similar structures. The rear plane is defined as the largest horizontal plane on the house rear excluding bay windows, porches, steps, porticos, cantilevers, and similar structures.
- Front, Rear and Side Yards: The rear yard is that portion of the lot behind the rear plane of the house. The side yards are those portions adjoining the side planes of the house, between the front and rear planes and extending from the side planes of the house to the side property lines.
- Color: Color may be used to soften or intensify visual impact. Additions that are similar to the existing house (such as the roof and trim) must match in color. Shutters and doors must be compatible with the original color scheme.
- Materials: Continuity is established by use of the same or compatible materials as were used in the original house. For example, the siding on the original house shall be reflected in an addition. On the other hand, an addition with siding may be compatible with a brick house. The Committee realizes that options may be limited somewhat by the design and materials of the original house. During construction, materials must be stored so that impact to neighboring properties is minimized. Debris is not allowed to accumulate during construction. Excess material must immediately be removed after completion of construction.
- Workmanship: Workmanship is another standard that is applied to all exterior alterations. The quality of work should be equal to or better than that of the surrounding area. Poor workmanship can create safety hazards and can be visually objectionable to others. SFCFA assumes no responsibility for the safety of new construction by virtue of design or workmanship).

Salem Fields Community Association

Timing: The majority of alterations may be constructed or installed by residents themselves rather than a contractor. All projects must start within 6 months of approval and be completed within 12 months from the beginning of construction.

Review Procedures

All applications must be submitted to the onsite Management Office by the 1st of each month. If the 1st of the month falls on a weekend or holiday, the application must be submitted on the 1st business day of that month. The onsite management staff will review all applications for completeness. If information pertinent to the review of the application is missing, the application will be marked “incomplete,” and the homeowner will be notified of what is needed to complete the application. If the required information is not provided within three (3) business days, the application will be returned to the homeowner for completion. The Committee will only review complete applications at the next scheduled meeting.

The review may include a site inspection by one or all of the committee members. The Committee may approve, disapprove, or defer action pending further consideration. A majority vote of the Committee members present for a quorum is required in order to approve an application.

The Committee will make a decision on a complete application within 45 days after receipt.

The Committee will make its decision at a properly convened meeting. A Committee decision will be mailed to the homeowner. The Committee will not announce a decision at a meeting or through the onsite Management Office.

Homeowners with special cases requiring an explanation or an interpretation may be asked to be present at the meeting concerning their application. However, all homeowners are encouraged to attend such meetings.

On applications involving disability requirements, the Committee will comply with all applicable laws. Evidence of, or explanation of, disability must be submitted with the application, except where the disability is known or readily apparent.

All projects are subject to final inspection for conformance with the approved application. The homeowner shall contact the onsite Management Office upon project completion.

Items not Allowed in Salem Fields

- Chain-link fences (except around community pool/amenities)
- Carports
- Exterior clotheslines and other clothes drying apparatus
- Permanent, freestanding flagpoles
- Above ground swimming pools
- Window air conditioning units

Salem Fields Community Association

- Plantings around mailboxes that hinder mail delivery
- Alterations to garages in Villas (attached and detached) and Townhouses that would not allow parking the intended number of vehicles for which it was built
- Alteration by homeowners to the common area, either plantings or structures
- Tents, trailers, shacks, barns, pens, kennels or stables
- Pens and cages for livestock, poultry, and reptiles

Appeal Procedure

An applicant may appeal an adverse decision.

To initiate the appeal procedure, the applicant must submit a written appeal to the onsite Management Office within 5 business days of receipt of the Committee denial.

The Committee will review its original decision and if the said decision is still unsatisfactory to the applicant, a second appeal can be made to the Board of Directors.

Enforcement Procedures

Article 9, section 9.2 of the Covenants requires the Board of Directors to ensure that lot changes or modifications are in accordance with the original approved plans and the basic architectural guidelines. Should a violation occur, the following procedures adopted by the Board of Directors, will be implemented:

- All violations will be confirmed by a site visit by onsite management and a written notice sent.
- If the violation is not resolved within the time frame contained in the first written notice, a second written notice will be sent.
- If the violation is not resolved within fifteen (15) days after the second notice is dated, a notice informing the resident of the time and place of a Board of Directors hearing concerning the violation will be sent by certified mail.
- The Board of Directors has the authority to levy monetary penalties, revoke privileges, take other actions to safeguard the association, and seek legal action through the SFCA attorney.

Section 5 - Guidelines for Common Exterior Changes

ADDITIONS - MAJOR BUILDING ALTERATIONS, SUNROOMS & GREENHOUSES

Salem Fields Community Association

Additions to one's home are considered major alterations and are generally considered to be those, which substantially alter the existing structure and become part of the existing house. Major building alterations include, but are not limited to: construction of driveways, garages, porches, attached and detached greenhouses, rooms, fireplaces, chimneys, roofs, windows or other additions to a home, etc. However, other site changes such as driveway modifications are also included in this definition. All applications must comply with the Spotsylvania County Building Codes.

When planning an addition, plan to file an application for the addition as soon as the very first concept plans are drawn, as that will allow the Committee to raise any concerns and work with you and your designer.

- Room additions and garages must meet Spotsylvania County setback requirements and may not be constructed across building restriction lines.
- Pitched roofs must match the slope of the roof on the house.
- The design of major alterations should be compatible in scale, materials and color with the house and adjacent homes.
- New siding material and trim must match the type, color, profile, finish, etc. Windows and doors used in the addition must match the type, design and appearance of the other windows or doors on the home and should be located in a manner which will relate well to the location of exterior openings in the existing house.
- If changes in grade or other conditions which will affect drainage are anticipated, they must be indicated and mitigated. Approval will be denied if adjoining properties are adversely affected by changes in drainage.
- Construction materials must be stored so that impairment of views from neighboring properties is minimized. Excess materials should immediately be removed after completion of construction.
- No debris may be allowed to accumulate during construction.
- The location of major alterations should not impair the view, the amount of sunlight, or the natural ventilation of adjacent properties.

Note: Exterior alterations that replace like with like do not require an application, i.e.,

- Repainting houses, mailboxes, doors, shutters, or trim original color or resurfacing trim with materials that replicate the original in appearance and color.
- Resurfacing existing patio with brick, slate/rock, concrete block, or concrete stamping.
- Resurfacing existing sidewalks with concrete.
- Replacing approved awnings.

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See Section 6 - Maintenance Guidelines

SUNROOMS

Sunrooms must adhere to the above guidelines, but owners may apply for alternate construction materials for wall construction like glass or transparent plastic, or the placement of numerous windows in a standard wall. Special consideration will be given for sun orientation, to admit as much sunlight as possible. Follow the guidelines above for additions & major building alterations if applying to add a sunroom to your house.



GREENHOUSES

See Shed Guidelines for Detached Greenhouses.

Attached greenhouses will be reviewed as room additions with special consideration given for sun orientation, to admit as much sunlight as possible.

In addition to the application requirements noted below, include a duplicate of the documents submitted to Spotsylvania County for a building permit.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the relationship of the addition to the house, property lines, and adjacent properties.
✓	Concept plans from contractor – showing exterior elevations, a set of architectural drawings, details on exterior materials, trim, lighting, etc. In all cases, the final application must be a duplicate of what is submitted to Spotsylvania County for a building permit.
✓	Worksheet E. If submitting an application for a sunroom, include Worksheet A.

AIR CONDITIONERS

- Air conditioning units extending from windows are prohibited.

Salem Fields Community Association

- Exterior units shall be oriented so as not to discharge hot air onto neighbors' property.
- Adding, relocating or enlarging a unit requires an application.

Replacing present unit with same or similar tonnage (+/- 1 ton) residential unit in same location does not require application. However, if you wish to move the location of the unit more than what is necessary for allowance of a slightly larger unit footprint an application will be required. (i.e. moving from back of house to side or vice-versa)

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
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ANTENNAS

No exterior antenna, satellite dish or similar exterior improvement shall be maintained upon the property unless the prior written approval of the Committee is obtained; provided, however, that the Association shall not prevent access to telecommunication services in violation of applicable law. Exterior antennas, satellite dishes greater than one meter (39 inches) in diameter or amateur radio equipment generally will not be allowed upon the property; provided: however, that: (i) an owner may install an antenna permitted by the Association's antenna rule upon prior written notice to the Committee; (ii) the Committee may approve other antennas in the appropriate circumstances; and (iii) as technology changes.

ARBORS

Arbors are freestanding structures that act as an entryway and opportunity for the growth of vine-type plantings in landscape design. Arbors must be integrated into the overall landscape. Arbor must be located in rear yards, or as a side plane gate. Size, height, materials, and color must be harmonious with the property.

Arbors are prohibited without prior Committee approval. If a pre-fabricated arbor is being proposed, please include a catalog/ manufacturer's photograph, description, dimensions, material, and color.



Application Requirements:

Salem Fields Community Association

✓	Exterior Alteration Application filled out in its entirety.
✓	Worksheet C

ATTIC VENTILATORS

Attic ventilators and turbines must match the siding or trim on the house if mounted on a gable end or be painted to match the color of the roof. Equipment shall be located on a rear roof section of the house with consideration for minimizing visibility.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
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AWNINGS

Retractable cloth awnings may be installed to cover decks and patios in attached Villas and patio/deck in Single-Family houses, Townhouses or detached Villas. Awnings shall be of straightforward design without decorative embellishments such as fringes and contrasting colored stitches. Awnings shall not be located on the front of the house. Colors must remain neutral, such as tan, brown, white or green. No bright colors are permitted. Solid colors are preferred but stripes are permitted.

Retractable awnings do not require Committee approval.

If awnings are removed for winter storage, frames must also be removed.



BASKETBALL GOALS

The homeowner is responsible for maintaining basketball play on homeowner's lot only and is responsible for preventing errant shots from trespassing onto another property.

Due to noise and space issues, basketball goals are only allowed on unattached house lots. Basketball goals are NOT allowed in the attached Villa and Townhouse sections.

Salem Fields Community Association

The use of the basketball goals must comply with Spotsylvania’s sound ordinances.

WE REQUEST THAT PLAYING BE RESTRICTED TO THE HOURS OF 9 AM TO 8 PM AND THAT NO ONE PLAY IN THE STREETS AND CUL-DE-SACS.

The support post shall be black in color or painted dark earth tones to blend with the surroundings. If located adjacent to a dwelling, it shall be black in color or painted to match the background or screening material. A contrasting colored rectangular outline may be painted on the backboard behind the goal.

Basketball goals must be properly maintained; kept free of rust, peeling paint, dirt, grime etc. and undamaged. The Basketball goal net must always be intact. Basketball goals must be placed to avoid balls striking vehicles, fragile plants or other items on adjacent property. The homeowner will be held liable for any damage caused during the use/operation of the basketball goal.

Only one goal per lot is allowed.

Basketball goals shall be placed in a side yard, the rear yard, or the driveway.

Permanent Basketball Goals

- Permanent basketball goals require Committee approval and will only be considered and reviewed for goals on Single-Family lots
- Permanent goals shall be built over grass or a hard surface such as concrete or asphalt. If built over grass, the grass surface must be maintained and not allowed to die off.
- Backboards may be secured to the house or garage provided that proper consideration is given to colors as noted above.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the relationship of the permanent basketball goal to the house, property lines, and adjacent properties. A first and second location choice must be presented.
✓	Worksheet F

Portable Basketball Goals:

Portable basketball goals do not require an application if they abide by the following:

- Portable goals are not permitted on any common or limited common property.
- Bags of fertilizer, sand, lime, seed, weed killer, and other materials are not permitted as added ballast or counterweight on stand. All ballast and counterweight material shall be internal to the stand.

Salem Fields Community Association

CAR COVERS

All car covers must be solid in color and maintained in good condition at all times. Car covers must be designed or tailored for the specific use of covering a car or vehicle. The use of a tarp, sheet, blanket, or similar covering not designed for the purpose is prohibited.



CHAIRS AND BENCHES IN FRONT OF HOMES

See "Lawn Furniture" on page 31.

CHIMNEYS AND METAL FLUES

Chimneys must be masonry or enclosed in a material compatible with the exterior of the house. If using brick, it must match any existing brickwork on the house.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
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CLOTHESLINES

Exterior clotheslines and other clothes drying apparatus are not allowed in Salem Fields. Fences are not to be used as a clothesline - to do so, even temporarily, is a violation.

COMPOST BINS

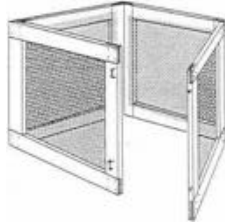
Compost bins must be constructed of a wooden outside frame with wire or block interior.

Compost bins are allowed only in Single-Family homes and detached Villas. Compost bins must not exceed four (4) feet in height, must be located at least ten (10) feet from a lot line, and must be in the rear of the lot.

All active compost bins must have a six (6) inch layer of straw over top of them at all times to prevent odors from escaping. All compost bins must be maintained and turned periodically to ensure the proper destruction of bacteria and weed seeds by heat.

Salem Fields Community Association

Failure to maintain a satisfactory compost bin and/or the point at which the compost bin becomes a public nuisance shall indicate abandonment of the compost bin and a violation of these guidelines. Areas converted to compost bins but not being maintained or used must be converted back to lawn or area landscaping with planting materials.



COLOR CHANGES TO EXISTING DECKS, DECK RAILINGS AND FENCES

Decks/deck railings/fences may be left to weather naturally be sealed with clear weatherproofing, or be stained or painted a natural wood color. For purposes of these guidelines, natural wood colors are: light brown, dark brown, light gray and dark grey (no red tones).

DECKS

Decks must be located in rear yards. If, because of the lay of the land, other locations are desired, an application will be evaluated on its individual merits. All elevated decks must be located and built so that they are in compliance with the Spotsylvania County Building Code. Additional landscaping or lattice to hide support beams is recommended. Decks may be left to weather naturally, be sealed with clear weatherproofing, or be stained or stained a natural wood color.

Note: For all raised structures (above four feet off the ground) the Committee strongly recommends using 6" x 6" vertical deck supports and landscaping around those supports.

All decks must meet Spotsylvania County Building Codes. An application is required for all decks. The only exceptions are builder option decks, purchased from and constructed by the builder.

When the deck scheme includes other exterior changes, such as fencing, lights, landscaping, hot tubs, privacy screening, lattice, etc., you should refer to the appropriate sections of the guidelines for requirements.

When using an under deck area for informal storage, the impact on neighbors must be kept in mind. Storage shall be maintained so as to present a neat, uncluttered appearance. Special under deck storage screening or landscaping will be required. Screening the area is allowed with application and supporting documentation.

Size & Scale: Deck size should be appropriate to the scale of the house as sited on the lot.
Decks must meet Spotsylvania County setback specifications and should not be

Salem Fields Community Association

constructed across building restriction lines shown on individual property plat or house location survey.

- Material & Color:** Decks are to be constructed of wood or composite/simulated wood materials, such as “Trex®”. Brand, color and printouts of material to be used must be submitted with the Application.
- Railings:** Railings must be vertical pickets that are thirty-six (36) inch – forty-two (42) inch high. Support structures are to be integrated into the railing. Rail height greater than 42”, requests for decorative panels and requests for railing made of vinyl or non-wood materials shall be considered on an individual basis. All proposed rails must meet Spotsylvania County requirements for structural integrity. Brand, color and printouts of composite materials to be used must be submitted, as well as any brochures that will facilitate evaluation of the proposed product. Metal balusters will be allowed for Single-Family decks. Balusters must be non-reflective and of a simple vertical design.
- Stairs:** Stairs, as well as tread and riser dimensions must meet Spotsylvania County Building Codes. Stairs may not protrude on common ground.
- Drainage:** If changes in grade or other conditions that will affect drainage are anticipated, they must be indicated on the application, with drainage areas to be shown on the property plat or house location survey. Approval will be denied if adjoining properties are adversely affected by changes in drainage. Consideration should be given in making ground level surfaces of porous material to mitigate runoff of patio and deck areas.



Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the relationship of the deck to the house, property lines, and adjacent properties.
✓	Drawing, picture, or a brochure of the deck, including color and dimensions.

Salem Fields Community Association

✓	Landscaping Plans/Drawings
✓	Worksheets A and E

DECORATIONS (Seasonal)

Holiday or event decorations cannot be displayed until 30 days prior to holiday and must be removed not later than 30 days after the holiday.

Patriotic bunting is allowed from May 15th through September 15th.

DECORATIVE OBJECTS

Approval will be required for all permanent exterior decorative objects, natural and man-made, more than 3' tall, wide and deep. Decorative objects will be considered based on their size, color, scale, appropriateness with the surrounding area, and their visual impact of adjoining lots and open space.

Exterior decorative objects include, but are not limited to, birdbaths, wagon wheels, sculptures, fountains, ponds, stumps, driftwood piles, free standing poles of any type, and items attached to approved structures.

One wrought iron shepherd's hook, less than 6 feet in height (limited to 2) and one gazing ball in front foundation bed are allowed.

One standard birdbath, 3' high or under, located in front mulched area or in rear yard is acceptable. All others require an application.

Decorative objects to be placed in the rear yard, or inside a fenced yard that are less than 3' tall, wide and deep, and will be removed at time of resale do not need approval from the Association, unless more than three decorative objects are placed.

Decorative objects that will not be located inside the rear/fenced yard, or that are larger than 3' wide, deep, tall, number four or more, or that are permanent and will not be removed at resale, must receive approval from the Association.

A decorative bench that is 4' and placed in front of the home near the driveway or entry is permitted as a decorative object. Benches may be concrete, wood, vinyl or wrought iron.

Bird houses, or bird feeders are not considered decorative objects and do not need application if three or fewer are used and are not larger than 18" in any one dimension but may not be placed on Townhouse decks or deck railings.

Patio and/or lawn furniture are not typically considered decorative and are regulated in a later standard, under Lawn Furniture (page 31).

Application Requirements:

Salem Fields Community Association

✓	Exterior Alteration Application filled out in its entirety.
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DIRT & GRIME

Dirt, grime, staining, discoloration, etc. cumulatively covering approximately ten square feet of any exterior structure will require that the dirt, grime, stain, etc. be removed.

Gutters, fascia, soffits and downspouts will be allowed a higher threshold before action is required due to the location and difficulty in servicing these areas; however, good home maintenance dictates that severely dirty or stained gutters, fascia, soffits or downspouts be cleaned before damage to the exterior coatings or substrate occur. Damaged gutters, fascia, soffits, or downspouts will require repair or replacement. Please note that annual cleaning is the best way to prevent severe buildup of dirt and grime in these areas.

DOGHOUSES

- Doghouses must be screened from view of the street and adjoining lots. Doghouse areas are to be kept free of animal waste and debris. Doghouses must be compatible with the house in color and materials, or match a natural wood fence.
- Doghouses are not to be placed on Townhouse decks. Doghouses should be located behind the rear plane of the house. The size of the doghouse should be compatible to the size of the dog.

The same criteria apply to doghouses, as to storage sheds. It is recommended that landscaping be used to complement and screen the structure.

Application Requirements

✓	Exterior Alteration Application filled out in its entirety.
✓	Worksheet J (if applicable)

DOORS

Front Entry Doors

Single-family home, detached Villas and Townhouse owners are permitted to change the type and/or color of the front entry door. Colors must be compatible with those originally used by the developer.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
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Salem Fields Community Association

✓	Worksheet B (for style and color change)
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Attached Villa owners are permitted to replace the front entry door with one identical to the door installed by the developer. The color must be the same as the shutters or painted to match the door trim (either white or off-white).

Storm and Screen Doors

Storm and screen doors at the rear of homes are permitted and do not require an application if in compliance as set forth below.

Storm or screen doors on front of homes are permitted provided:

- The color matches the exterior door or door trim.
- They are full view or self-storing with one bar across the middle. They may have internal blinds.
- They do not have a large bottom panel. A standard kick panel (6 inches high) is acceptable.
- The glass is clear or tinted (no stained glass or leading).
- There is etching only around the exterior of the glass.



Full View



Half View

I

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Worksheet B (for style and color change)

Salem Fields Community Association

DRAINAGE AND EROSION CONTROL

Each resident is responsible for protecting their lot and areas within their lot from erosion, especially near storm drain structures, to prevent erosion around the drain, as well as to prevent blockages and silt from entering the storm water management system.

It may be necessary to incorporate a drainage solution that maintains the correct flow of water. It is recommended that if areas of your lot are affected by drainage or lack of drainage, that those with knowledge of control methods be consulted before any measures are taken and applications submitted to the Committee. Changes and alterations to topography of the land (such as garden & planting beds) require an application be filed with the association and approved prior to installation.

Alterations of the topography will not be approved if the changes negatively impact the way water runs onto/off of neighboring properties, without mitigating those effects. One should review for any easements and perform due diligence before any work is performed that may affect or impede easements.

Drainage pipes used to divert water from a downspout or other areas must be buried if longer than 4 feet. The use of loose stone, gravel or rocks for the mitigation of drainage could be used if other methods of drainage and/or erosion control are impractical. It is best to try and mitigate the affected areas back to the original developed state. If drainage issues are caused by improvements or alteration of a neighboring property, it is best to work with the owner of the neighboring property and involve management if needed.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
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DRIVEWAYS

An application is required to change the size and/or location of driveways. In Villas and Townhomes, the driveway may not include the front yard between the side planes of the home nor can the driveway encroach on the common area or limited common area located between the road and property line (sidewalk and grass strip). In Single-Family homes, the increased driveway cannot expand beyond 25% of the current front yard area.



Salem Fields Community Association

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	A property plat or house location survey showing the exact placement of the modification in relation to the house, property line and existing driveway.
✓	Drawings or plans including dimensions and method for construction of substructure.
✓	Samples of materials to be used.
✓	Description of grading requirements and impact on adjoining property.
✓	Description of landscaping changes, deletions, or improvements including types and number of plants.
✓	An explanation of the need for the change.
✓	Worksheet E

ELECTRONIC INSECT TRAPS

Electronic insect trap regulation will be based on the same criteria as exterior lighting. In addition, no device shall be installed or maintained in such a way as to cause discomfort to adjacent owners from noise and may only be operated during those times when the immediate area protected by the trap is occupied by the owner or their guests.

FENCES

Fencing is used to separate property, provide security and visual privacy, or architecturally define space. In achieving any of these goals, a barrier is created, which has both visual and physical impact on the boundaries of common land and properties of adjacent homeowners.

Depending on the property owned, fencing types may be selected from the diagrams provided for Single-Family homes, Townhomes and Villas. The fence type should relate or conform to the architectural features of the house and neighbor's fence, in design, location, and how it connects to the existing house, and neighbor's fence as well as the neighborhood in general.

Planting schemes can be integrated with all fencing to soften the visual impact and should be considered. Gates must be compatible to fencing in design, material, height, and color.

Corner lot fencing shall not extend closer to a street than the closest point of adjacent houses to the street. Relationships to adjacent houses and other site factors will be considered in determining acceptable fence locations.

Fencing which is finished on one side only shall be constructed with the finished side facing out from the property. Posts shall be on the side facing in.

Fences approved prior to the adoption of these guidelines are not subject to the provisions contained herein.

Salem Fields Community Association

Installation and removal of fences require Committee approval.

- Brick or stone pillars incorporated into the fencing are not permitted
- Fences must never be installed outside the property line. It is the owner's responsibility to confirm the property line and ensure that the fence is installed within the property lines. Notwithstanding the Committee's approval, in the event that fences are installed outside the property line, the owner is responsible to move the fence within the property lines at his/her/their sole expense.
- Chain link fencing is not allowed for residential fencing, but only to enclose Association facilities.
- No interior lot fencing is allowed (double line fencing is not allowed).
- Fences must be plumb, and not lean more than three and a half inches (3 1/2") out of alignment.

Lots with frontage along major roadways can apply for one or more of the following:

- a natural screen or hedge
- small section of fence used to screen a patio
- property line fencing with additional landscaping

Property separation: Where the homeowner's goal is property separation, not privacy, an "open" fence is appropriate. Open fences provide visual definition of property boundaries without obstructing views. However, in light of the open space concept, such fences should be used only where necessary.

Security: Many homeowners wish to restrict children or pets to or from their property. Security fences where privacy is not a factor can be the "open" type. Property line fences should not be counted on to provide security for dogs.

Privacy: While fencing can be used to create private outdoor spaces, homeowners should also consider ventilation. A private space with no cooling breezes on a summer afternoon can be unpleasant. To avoid this, the homeowner might choose from several fencing designs depending on the amount of privacy desired. A spaced board fence is "semi-open" and allows natural ventilation while affording varying degrees of privacy dependent on the size of the boards and spaces between them. More privacy may be obtained while still allowing ventilation, by the use of a shadow box fence.

Height: The height of the fence, the topography of the land and the relative distance of an observer affects both the amount of privacy afforded by a fence and its degree of visual impact.

Salem Fields Community Association

Single-Family Homes (Including Detached Villas) Fences

Fences will be restricted to the rear yard and are not to extend beyond the rear plane of the building.

Side yard fences may be considered if site conditions warrant. Corner lot fencing must not extend closer to either street than the closest point of the house to that street. Relationship to adjacent houses and other side factors will also be considered in determining fencing locations.

- Property line fencing will not exceed six (6) feet in height.
- Several fence types (wood, vinyl, or aluminum) have been approved for use in Salem Fields.
- Wood fences may be allowed to weather naturally, treated with clear weatherproofing, or stained in a natural wood color. Vinyl fences should be white. Aluminum fences may be white or black.
- Fences shall be wood, vinyl or aluminum using nails, screws or bolts as fasteners. Aluminum fences must be power-coated or treated so that the finish will not rust, chip, peel or crack.
- Fence caps, both flat and pointed, are allowed.

Examples of approved fence materials are:



Wood



Vinyl



Aluminum

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Worksheet C

Attached Homes Fences (Townhouses and Villas)

The fence style must match in all relative details to those that were provided by the builder.

Salem Fields Community Association

An application is not needed when replacement fences match.

- For interior units, fences shall be on the rear property line only.
- For end units rear fences shall be on the property line only. Side yard fences may be installed level with the rear plane of the house or may be extended only as far as needed on the side of the house to enclose the air conditioning unit and gas meter.
- Changes in elevation shall be made by “stepping”.
- One fence type is allowed in attached Villas and Townhouses. The wood may be allowed to weather naturally free of dirt and grime, treated with clear weatherproofing, or stained in a natural wood color.

The approved fence type is 6' board-on-board (shadow box).



Invisible Fences

Invisible fencing for dogs does not require an application. If you choose to install an invisible fence on your property, all liability to persons or property rests with the property owner.

Invisible fence containment systems must be set back at least five (5) feet from the sidewalks and/or ten (10) feet from the street (if no sidewalk is present).

FIREWOOD

Firewood storage is only permitted for Single-Family homes.

- Firewood shall be kept neatly stacked and located to the rear of the residence, within owner's property line.

Salem Fields Community Association

- Piles larger than two (2) cords are not permitted without prior written approval. Piles longer than six (6) feet must be 2 rows deep minimum.
- Piles must not exceed four (4) feet in height for safety.
- Firewood piles must contain firewood only, no storage of debris.
- Location must be in such a manner as to minimize visual impact. In certain cases, screening may be required.

If firewood conforms to these criteria, no application is necessary.

FLAGPOLES

Permanent Flagpoles

Vertical free standing or permanent freestanding flagpoles will not be approved. A vertical flagpole has been approved only for the Community Center.

Temporary Flagpoles

One temporary flagpole staff, not exceeding 6 feet in length and attached at an incline to the front of the house is allowed. Approved flagpoles will be limited to one placed in the front and one placed in the rear of the house. On the following days of the year: Memorial Day, July 4, Flag Day, Veteran's Day, and the birthdays of each major branch of the armed Forces (Army, Navy, Air Force, Marine Corps, Coast Guard), two (2) flags may be flown from all units in Salem Fields so desiring, one being the U. S. Flag and the other the flag of the particular military branch preferred by the homeowner. It is recommended that all property owners who fly the American flag follow the "American Flag Rules and Regulations" to include how to properly display and illuminate the flag. Seasonal and sports teams flags are also allowed.

The flying of flags that may be deemed offensive to some residents may not be flown.

GARAGES AND GARAGE DOORS

Garage door style or color changes require approval. Changes to garage door style or color should be compatible with existing house.

Garage door windows must be clear or tinted (no stained glass, leading, painting or other decorative covering). See "Windows" for examples that will do not meet these requirements.

Note for garages in attached Villas and Townhouses: No garage shall be converted to living space or altered or used for purposes, which would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed without the prior written approval of the Committee and the appropriate officials of Spotsylvania County. This covenant may be enforced by the County and may not be modified without the County's

Salem Fields Community Association

consent.

Application Requirements

✓	Exterior Alteration Application filled out in its entirety.
✓	A copy of the Spotsylvania County Building Permit.
✓	Worksheet B

GARDENS

Vegetable and Fruit Gardens

Edible vegetable and fruit gardens must be located behind the rear plane of the house and must not encroach on common area.

Vegetable gardens must be neatly maintained throughout the year, and gardens not being used for the purpose constructed must be converted back to turf or a planting bed.

If built on a hill, the garden must be terraced so as to minimize the effects of runoff.

Rock/Water Gardens

Rock/Water Gardens - A rock garden is a garden in which large rocks (12" in diameter or greater) are arranged and plants cultivated in a carefully designed, decorative scheme. All rocks will remain their natural color. Rock gardens may consist of large stones intermingled with plants. An application is required for all rock and water gardens.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	A property plat or house location survey showing the relationship of the garden to the house, property line and adjacent properties. A first and second location choice must be presented.
✓	Include fence application, if required.
✓	Worksheet E

GAZEBOS

Permanent wooden gazebos are allowed in rear yards of unattached houses only. If roof is other than wood, shingles to match the house must be used.

Cloth gazebos are allowed in the rear yard only. They must be bolted down to a substantial foundation and be inspected for compliance after installation. When the gazebo is completed, the applicant shall call the onsite Management Office for an inspection.

Salem Fields Community Association

Cloth gazebos must be of straightforward design without decorative embellishments such as fringes and contrasting colored stitching. Colors must be natural, such as tan, brown, white or green. Solid colors are preferred but stripes are permitted if limited to three shades of the same color.

Please note this is not to imply that tents are permitted. The committee shall have the authority to deny a request they believe is a tent-like structure.

Temporary shade structures do not require an application, provided they are removed within seventy-two (72) hours of installation.



Application Requirements

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the size and shape of the gazebo and its location as it relates to the house.
✓	Photograph and/or brochure of proposed gazebo
✓	Detailed description of the materials, color, dimensions and any grading or drainage impact
✓	Worksheet C

GRASS MAINTENANCE

Turf areas (including culverts and area between sidewalk and the street) need to be mowed at regular intervals. A maximum height of six (6) inches and a minimum of two (2) inches shall be maintained.

Homeowners shall make every effort to maintain a healthy lawn. This includes, but is not limited to, removal of weeds, annual seeding, and fertilizing as needed.

Grass clippings shall be removed from streets, sidewalks, and driveways immediately.

GRILLS

Permanent Grills

Permanent grills (non-portable) must be placed behind the rear plane of the house, must not be

Salem Fields Community Association

visible from the street and must be located in accordance with Spotsylvania County Building Codes.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
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Portable Grills

Portable grills, when not in use are not to be stored in the front or side yards, and must be stored out of view or behind the rear plane of the home. Safety precautions must be taken when using and storing grills.

(The Association does not recommend the use of portable grills on or underneath wooden structures, nor should they be used within ten feet (10) of any structure as the siding can be damaged. Please use care when igniting fires, be aware of neighboring properties, siding, mulch, wooden structures like decks and sheds, etc.)

GUTTERS

Gutters must match or complement the existing trim color or area of the house to which they are attached. New technology gutters that prevent leaf backup or that distribute rainfall along the length of the gutter may be approved if the visual design is similar to the original gutter. Extensions of downspouts at ground level must take into consideration surrounding drainage concerns and utilities. All downspout extensions must be buried in such a manner to adequately manage runoff, and must not be directed at neighboring properties.

If replacement gutters/downspouts conform to this criterion, no application is necessary. Should there be any variance an application must be submitted.

- Replacement gutters of the same design and color, which match any other gutter components remaining on the home, and complements the existing trim color or area of the house to which they are attached, do not need an application.
- The gutter must not adversely affect drainage on adjacent properties and do not change the visual aesthetics of the home.
- Temporary accordion gutter extensions do not require an application.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
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HOT TUBS/JACUZZIS

Hot tubs and jacuzzis should be incorporated into an existing/planned deck or patio, or be part of an

Salem Fields Community Association

addition/renovation plan. Privacy fencing and/or year round landscaping may be required as screening from adjacent properties and from the street. Hot tubs should be covered and must be maintained when not in use.

Application Requirements

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing relation of proposed hot tub/Jacuzzi to adjacent property lines, applicant's house and adjacent houses.
✓	Photograph and/or brochure of proposed hot tub/Jacuzzi.
✓	Color, material and dimensions should be specified.
✓	Worksheet C

Also see "Lattice" on page 30.

HOUSE NUMBERS

House numbers must be on the house structure and visible from the curb. House numbers on lawn plaques, mailboxes and streets do not supersede house numbers on the house structure. The property owner may change/replace/paint their house numbers without filing an application provided the replacement numbers are of similar size, style and color to the original numbers.

Note: This requirement does not apply to those houses for which the builder did not attach a house number but put the house number on the mail boxes.

IN-HOME BUSINESS/SERVICES

Spotsylvania County regulates in-home businesses. In addition to county control, the Association is concerned about the impact of in-home businesses on the residential character of the neighborhood and on adjacent neighbors. Customer-oriented businesses are not allowed. In this instance, a customer-oriented business is defined as one that produces an increased amount of traffic or vehicles within the community, whether by reason of visits by patrons, delivery services, or otherwise. In addition to compliance with the county's Home Occupation Regulations, the following special regulations shall apply:

- No sign or other advertising device of any nature shall be placed upon any lot.
- The number of nonresident workers is limited to one.
- The exterior storage of business-related materials is not allowed.
- Except in Single-Family home areas, customer vehicles must be parked off the street.
- Vehicles-Article 8.2(o) of the amended and restated declaration prohibits parking of

Salem Fields Community Association

commercial vehicles on lots or on public right of ways. This includes but is not limited to vehicles with commercial lettering, or with equipment or trailers. Those vehicles can be parked on state maintained roads in Single-Family areas.

LANDSCAPING

Care should be exercised in the planting and maintenance of trees and shrubs to prevent obstruction of sight lines required for vehicular traffic; as well as when planting trees and shrubs close to property lines and/or sidewalks. Trees and shrubs deemed to be affecting the line of sight of vehicular traffic may be required to be pruned back. Landscaping should not go over the edge of the sidewalk or road.

The view of neighboring units and shade patterns of larger trees shall always be considered.

Vines and/or ivy are not allowed to grow on the house structure. Vines and/or ivy are allowed to grow onto decks and fences as long as it does not extend more than 6" above the fence or rail, and does not protrude through a fence onto the neighboring side. The vines must be well maintained properly at ground level or on trellises, pergolas, decks, etc. as long as they are not allowed to attach to the home structure.

All gardens must be neatly maintained.

Changes Requiring Application:

- | | |
|--------------------|--|
| Hedges: | If, when fully grown, proposed hedges are more than 2 feet in height or 8 feet in length. |
| Retaining Walls: | Walls constructed of railroad ties, garden timbers, brick, stone, or other materials if the wall is over 12 inches in height or 16 feet in length. |
| Garden Structures: | These include items such as archways, trellises, and similar structures. The wood may be allowed to weather naturally; or be painted white, natural stain or paint tones to blend in with the original wood color. Renewal coats of the same clear sealants, weather proofing, or natural colors do not require additional Committee approval. |
| Mulch: | In Single-Family homes and Townhouses, wood and synthetic wood-like mulch or natural colored stone is permitted in front yards. In attached Villas, mulch in front yards is provided by the contracted landscaper. |

With approval of the Committee, homeowners may:

- Remove live trees with a diameter greater than 4 inches, measured 12 inches above ground.
- Remove live flowering trees or broad leaf evergreens with a diameter in excess of 2 inches, measured 12 inches above the ground.

Salem Fields Community Association

- Remove live vegetation on slopes greater than 20% gradient.
- Replace trees or bushes.

Removal of dead trees or bushes does not require Committee approval.

Changes NOT Requiring an Application:

- Limited landscaping and gardening.
- Foundation plantings.
- Nonpermanent borders surrounding flowerbeds.
- Single plantings (i.e., one tree, one shrub, etc.) that are isolated in nature, and landscaping around the inside of fence lines.
- Hedges less than 2 feet in height and 8 feet long at full maturity (one per lot).
- Solar accent lights that are less than 18” in height and are placed at least 3 feet apart in foundation beds or bordering sidewalks.
- Wrought iron shepherd’s hook, less than 6 feet in height (limited to 2) in front foundation bed.
- Gazing ball (limited to one) in front foundation bed.

Application Requirements

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the location of new plantings and their relation to the house and property lines.
✓	Detailed description of landscaping dimensions.
✓	Description of the types and sizes of plantings and/or materials.
✓	Description of grading changes, if any.
✓	Worksheet E

For tree removal, see Tree Stumps and Tree Removal on page 51.
Also see Maintenance Guidelines beginning on page 54.

LATTICE (Privacy Screening)

The use of lattice below elevated decks is allowed. Privacy screening, consisting of fence/lattice and/or year-round landscaping may be required to screen hot tubs and Jacuzzis from adjacent properties and from the street. Privacy screening/lattice is permitted for use on decks and patios.

Salem Fields Community Association



LAWN AND GARDEN EQUIPMENT

All lawn equipment, including riding mowers and their attachments, including but not limited to: small trailers, dethatchers, aerators, etc. must be stored in an area that has minimal impact on the adjoining or adjacent properties; like a shed, garage or behind the rear plane of the home. The lawn maintenance equipment should be suited to the size property it is going to be used to maintain. At no time should this equipment be stored in the front or side yard of a property or the common area.

LAWN AND GARDEN FERTILIZATION

All soil must be tested before fertilizer is added especially in areas where drainage will flow into ponds. Special care must be taken not to over fertilize or to fertilize lawn and gardens where there is the least chance of runoff. In areas adjacent to ponds and waterways, fertilize in a manner to avoid runoff. Soil test kits are available at the Spotsylvania County Extension Office.

Planted beds must be kept in a neat and orderly fashion.

LAWN FURNITURE

Lawn/patio furniture must be located in the rear yard and not in the front of the home.

Furniture in the front yard will be permitted so long as it is well maintained, limited in nature, consistent with neighborhood aesthetics, does not constitute clutter and does not promote or contribute to nuisance behaviors. The furniture must meet the following criteria:

- Is not of a collapsible/portable nature
- Is specifically for use outdoors
- Is of a common size and material
- Seats no more than two people (two chairs or a bench) with a small table
- Is maintained in accordance with good maintenance practices.

A front yard is considered anything from the front corners of the house extending to the side property

Salem Fields Community Association

line and forward to the street, including the driveway. On the driveway side of the home, the front would begin with the end closest to the street of the garage.

While umbrellas can be used in your backyard, umbrellas of any type or size are not permitted in the front yard.

LIGHTING (Exterior)

- Exterior lighting must be directed onto one's own property. Light must not be directed towards neighboring property, and care must be exercised when neighboring windows face the source of light.
- It is a violation to direct exterior lighting onto neighboring property and the Association may require the use of a house side shield, or similar reflector, to reduce the intensity of the light, or ask that it be relocated.
- Light fixtures, which are proposed in place of the original fixtures, should be compatible in style and scale with the house. All fixtures on the front of house and garage must match.
- Applications for exterior lighting should include number of lamps, lumen output, wattage, height of light fixture above ground, a complete description including descriptive material of the light fixture and location on the property.
- Low voltage or solar landscape lighting does not require an application.
- String lighting, as permanent lighting on decks, is permissible as long as it is white light. Lights must be mounted on the interior side of deck rail or porch.
- All exterior lighting should be clear, white or amber.
- When replacing existing front light fixtures, fixtures must match.
- Replacement of exterior light fixtures attached to the home is permitted. All front and side lights must match and must be brass, bronze, black or antique white. No application is required.

Application Requirements

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the relation of the light fixture to the dwelling and property lines.
✓	A picture and/or detailed drawing of the light fixture to include all dimensions and height of the fixture above ground
✓	Description of the fixture's lighting characteristics, e.g., down lighting, spotlight, walkway lighting, bulb wattage, etc.

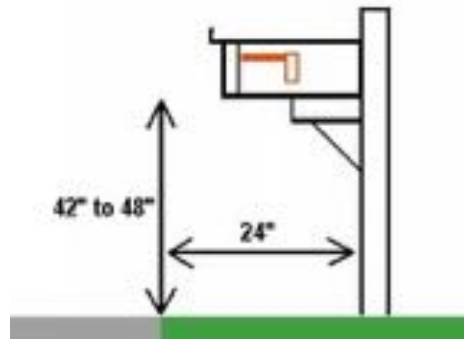
Salem Fields Community Association

MAILBOXES (Single-Family)

Except where post office boxes are provided, mailboxes shall be black metal or hard black vinyl and mounted on a white wooden or molded white vinyl post. Either type must have a newspaper slot located under the mailbox. The house number may be displayed on the mailbox or post for visibility. Mailboxes must be installed so that they do not obstruct sidewalks or sight lines and be in accordance with postal regulations.

Mailbox posts should be kept clean and fully painted and maintained in good condition.

Tasteful and appropriate vinyl mailbox overlays are permitted.



MOTOR VEHICLES

No commercial vehicles, (vehicles on which commercial lettering or equipment is visible or which are larger than normally used for noncommercial purposes), taxicabs or trailers, campers, recreational vehicles, boats or other large vehicles, including grounds maintenance equipment, ATVs or dune buggies, may be parked or used on any portion of the common area or on any portion of a lot visible from the common area or another lot or on any public right-of-way within or adjacent to the property unless expressly permitted by the Board of Directors and then only in such parking areas or for such time periods (if any) as may be designated for such purposes by the Board of Directors.

Parking of all such vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or in areas designated by the Board of Directors, if any. The Board has no obligation to designate any such area or permit parking of such vehicles.

No junk or derelict vehicles or other vehicle on which current registration plates or decals and current county and state inspection permits are not displayed shall be kept upon any portion of the common area or any portion of a lot visible from the common area or another lot or on any public right-of-way within or adjacent to the property.

Vehicle repairs and storage of vehicles are not permitted.

All motor vehicles shall be driven only upon paved streets and parking lots.

No motor vehicles, including without limitation trial bikes, motorcycles, dune buggies or snowmobiles

Salem Fields Community Association

shall be driven on trails or unpaved portions of common area, except vehicles which are authorized by the Board of Directors as needed for upkeep or improvement of the common area or for other specific purposes approved by the Board of Directors. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on common area.

Any vehicle parked in violation of these or other restrictions contained herein now or hereafter adopted may be towed by the Association at the sole expenses of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, not guilty of any criminal act, by reason of such towing once the notice is posted, neither its removal, nor failure of the owner to receive the notice for any other reason, shall be ground for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. Vehicle also includes without limitation, campers, mobile homes and trailers.

NOISE

No person shall cause any unreasonably loud noise (except for security devices) anywhere on the property, nor shall any person permit or engage in any activity, practice or behavior resulting in significant and unjustified annoyance, discomfort or disturbance to any person lawfully present on any portion of property.

The Association does not have the legal authority, nor the appropriate staffing to respond to this type of concern. Noise complaints should be reported to the Spotsylvania County Sheriff's Office.

OBSTRUCTION

No person shall obstruct any of the Common Areas or Common Easement Area or otherwise impede the rightful access of any other person lawfully on any portion of the property. No person shall place or cause or permit anything to be placed on or in any portion of the Common Area without the prior written approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Areas or Common Easement Area except with the prior written approval of the Board of Directors.

OPEN SPACE (Common Areas)

- No hunting or trapping of any kind is permitted on Salem Fields Common Areas.
- No recreational shooting. The discharge of firearms or weapons, bows and arrows, at fixed or moveable targets is not permitted on the common areas. (This includes games such as Paintball and Airsoft).
- Dumping of organic debris (leaves, grass, clippings/cuttings, branches, etc.) on any common area property is prohibited.
- No open burning is permitted on any common area property.

Salem Fields Community Association

- No person shall obstruct the common area of Salem Fields or otherwise impede the rightful access of any other person on any portion of the property (including sidewalks) upon which a person has a right to be.
- No objects are to be placed, removed or altered on common area or on community facilities without the approval of the Salem Fields Association.
- Structures (e.g., forts and tree houses) are not permitted on Salem Fields Common Areas.

PAINTING (Exterior)

Color changes apply not only to the house siding, but also to the doors, shutters, trim, roofing and other adjacent structures. Changes in color to certain components of the exterior of a home like shutters, doors, trim, etc. may require that other features, previously applied for and approved as matching, must also be updated. (For example, if the trim and accent colors of a shed that was applied for were approved to match the house, but then 3 years later, a color change is made to the home's siding and trim, the shed must also be repainted to match the home.)

Any change of color requires an Exterior Alteration Application.

- The color of doors and shutters must be compatible with the colors used by the developer.
- Change of exterior color for detached houses should relate to the color of the houses in the immediate area.
- Change of exterior colors in attached houses should be in conformance with the existing neighborhood colors and schemes.
- Painting the foundation of the house to match the vinyl siding does not require an application.
- In attached Villas front doors may be painted to match existing shutters or the doorframe which is usually white or off-white.

Application Requirements

✓	Exterior Alteration Application filled out in its entirety.
✓	Worksheet D.

PARTY EQUIPMENT

Temporary party equipment may remain on the owner's lot for no longer than 36 hours. (i.e., moon bounce, tent, tables and chairs, etc.).

PARKING & TOWING

Salem Fields Community Association

See the salemfieldscommunity.com website, Governing Documents tab - for the Salem Fields Policy Resolution No. 4 - Parking Policy.

Parking Near Mailboxes

Any vehicle parked in front of or blocking mailbox access which impedes delivery or pickup will be towed without notice.

Fire Lane & "No Parking" Designations

Vehicles may be parked only in designated parking spaces. Vehicles may not park in "No Parking" areas or fire lane areas as posted or designated and will be towed without notice.

Blocking Handicap Ramps

Any vehicle parked in a manner that blocks any handicap ramp may be towed without notice.

Private Street Parking

There is no on-street parking on the private streets in Salem Fields (attached Villas and Townhouse area). Residents from other areas of the neighborhood may not use the visitor parking as overflow parking. Cars parked in those areas will be stickered by the onsite Management Office and given 24 hours to move the vehicle. If the vehicle is not moved, it will be towed at the owner's expense.

Reserved Parking

- Reserved Parking is assigned by lot numbers.
- Any resident on a street with reserved parking who finds an unauthorized vehicle in his/her reserved parking space may initiate immediate towing of the unauthorized vehicle, however; residents are strongly encouraged to solve any problems with the owner of the offending vehicle, if possible, prior to implementing towing of the same.
- Only residents with reserved spaces may call an authorized towing company to remove an offending vehicle from their reserved space. The initiator of the tow must be present when the towing company arrives and must provide the towing company with a driver's license. The driver's license will enable the towing company to verify the initiators address to ensure that it corresponds to the reserved parking spaces assigned to a particular Townhome. The initiator of the tow must sign an impound slip authorizing the tow. The Association shall not be liable to the initiator of the tow or vehicle owner for any towing.

PATHWAYS

Stone and brick pathways shall be set back from the property line in accordance with county code and

Salem Fields Community Association

must generally be installed flush to the ground.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the exact location of the pathway.
✓	Materials to be used, including color.
✓	Type of installation and description of any grading changes.

PATIOS

Patios should be located behind the rear plane of the house. Patios for Single-Family homes must be installed within the Spotsylvania County setback required limits, and not across building restriction lines.

Patios may be constructed of concrete, brick, landscape slate, flagstone, or other hardscape material; and must be of the same material and design. Loose stone is not permitted to be used as the finished patio.

Design and material must be consistent with the house.

An application is required for all patios. The only exceptions are patios constructed by the builder.

When patio designs include other exterior changes, such as fencing, lights, plantings, etc., the other appropriate sections of the guidelines should be reviewed prior to application.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the relationship of the patio to the house, property lines, and adjacent properties.
✓	Drawing, picture, or a brochure of the patio, including materials and dimensions.
✓	Landscaping Plans/Drawings
✓	Worksheet A

PERGOLAS

Permanent wooden pergolas are allowed on decks and over patios in both attached and unattached houses.

Temporary shade structures do not require an application, provided they are removed within seventy-two (72) hours of installation.

Salem Fields Community Association



Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the relationship of the pergola to the house, property lines, and adjacent properties.
✓	Drawing, picture, or a brochure of the pergola, including materials and dimensions, including height.
✓	Worksheets C

PESTICIDES AND HERBICIDES

Pesticides and herbicides must be applied according to label instructions for the specified problem. Emphasis should be placed on organic/biodegradable materials in order to ensure the least harm to the natural environment. Care in application is extremely important along ponds and waterways, near neighborhood play areas and tot lots, and near adjacent residences. Avoid the use of pesticides and herbicides if at all possible, but when necessary, use with caution and follow instructions.

PETS/ANIMALS

Guide animals and a reasonable number of orderly, traditional domestic pets may be kept on a lot, as long as the pets are not raised, bred or kept for commercial purposes and abide by the remainder of this policy. Pets are defined as dogs, cats, fish, gerbils and commonly-kept caged domesticated birds.

- Pets are not permitted in common area unless accompanied by someone who can control the pet and it is carried or leashed.
- Pet feces must be cleaned up by the owner responsible for the pet being on the property.
- All pets must be registered and inoculated as required by state law and Spotsylvania County.

Article 8, Section 8.2.(p) of the Amended and Restated Declaration states that:

Any Owner who keeps or maintains any pet upon any portion of the property shall be deemed to have indemnified and agreed to hold the Association and each owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the property.

Salem Fields Community Association

PICNIC TABLES

Picnic tables, benches, portable grills and umbrella tables must be placed in the rear yard.

PLAY EQUIPMENT

The desire for swing sets, trampolines, playhouses, etc. on lots or neighborhood property is frequently expressed. Most equipment of this sort is commercially available but is often less pleasing in appearance; whereas creatively designed equipment is encouraged.

The standard below is an effort to reconcile the need for play equipment with the goal of minimizing its visual impact. Please keep in mind that tot lots and courts are built throughout Salem Fields and are available for use by all homeowners.

Yards will be limited to three (3) pieces of play equipment.

- **Location and Size:** Playground equipment should be located in the rear yard directly behind the dwelling. Consideration must be given to lot size, equipment size, colors, design, and the amount of visual screening, etc. Playground equipment must be located a minimum of six (6) feet from property lines. The playground equipment structure can be no higher than twelve (12) feet from the grade of the site.
- **Materials and Color.**
 - Wood play equipment is encouraged but not required. Wood swing sets may be allowed to weather naturally; or painted in natural stains or paint tones to blend in with the original wood color. Renewal coats of the same clear sealants, weather proofing, or natural colors do not require additional Committee approval.
 - The color of metal swing set kits may remain as purchased or painted earth tone colors.
 - Heavy plastic play equipment located in the rear yard, not visible from the street (limited to two) may remain original color.
 - Small pools, no larger than 6 feet in diameter and 2 feet high must be stored out of public view when not in use.

Recreational Equipment

Equipment includes, but is not limited to, toys, bikes, scooters, wagons, strollers, sports equipment and any other play equipment must be stored in the rear yard or garage after dark.

Sports Activities

Sports activities, such as, but not limited to: baseball, basketball, golf, football, hockey, and

Salem Fields Community Association

softball; are not permitted on streets.

Play equipment and sports structures must be neatly stored in rear yards and not in parking spaces.

Trampolines

No application is required for Single-Family home trampolines. However, trampolines must be placed a minimum of six (6) feet from property lines. Trampolines are not allowed on Townhome properties due to the six (6) foot setback requirement.

Tree Houses

The tree house structure can be no higher than twelve (12) feet from the average grade of the site.

Playhouses

Playhouses are allowed and should be built to conform to shed requirements on page 45.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the relationship of the play equipment to the house, property lines, and adjacent properties. A first and second choice must be presented.
✓	Picture of the equipment including color and dimensions.
✓	Worksheet H

Ponds

In the interest of safety, the installation requirements for ponds or multi-levels of ponds will also have to address safety concerns. Ponds should be located behind the rear plane of the house. Landscaping with shrubbery or property line fencing should be considered.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Worksheets E and J

PORTABLE MOVING CONTAINERS

Portable storage units will be allowed in Salem Fields in only two circumstances:

Moving: During the process of a move, portable storage units may be placed on the

Salem Fields Community Association

homeowner's property for a total of fifteen consecutive days.

Renovations: During renovations, a portable storage unit is permitted on the homeowner's property for a total of three months. If renovations are still not complete, a homeowner may resubmit for an additional three months. No extensions will be given after six months.

PROPERTY - GENERAL APPEARANCE

The grounds of your property should provide a clean, uncluttered, tidy appearance to the neighbors/neighborhood/community. The location of items when not in use is in a shed or garage, or neatly stacked against the rear of the house or under the deck. It is a violation to leave items scattered around the yard or common area.

Items not related to toys, lawn and garden equipment, and patio furniture cannot be stored on the grounds. These items include, but are not limited to:

- Vehicle parts and accessories (i.e. truck caps/covers, tires, wheels, etc.).
- Interior furniture (i.e. couches, chairs, bookcases, etc.).
- Home repair, business related materials (i.e. compressors, construction/landscaping materials, trailers).
- Recreational equipment (i.e. boats, motorized vehicles, trailers, etc.).
- Seasonal items, like lawn and garden equipment, outdoor furniture, toys, etc. that are no longer in use because the season has ended must be indoors, in a shed, or neatly stored in the rear of the property.

RAIN BARRELS

Rain barrels should be designed to be unobtrusive in location and appearance and must not cause drainage problems to the property or its neighbors. The location should take advantage of screening provided by existing or proposed structures and/or vegetation.

- The permitted location is in the rear or side yard; rain barrels are prohibited in front yards. The rain barrel must be installed at the base of an existing downspout.
- No more than two barrels will be permitted on any property. The barrel/vessel must be sturdily constructed of durable plastic in black, brown, dark green, simulated wood with a screened cover and a splash block provided for the overflow.
- Other colors which match the trim or siding will be considered.
- The overflow from the rain barrel must discharge to the same location as the current

Salem Fields Community Association

downspout.

- The rain barrel should be set into a landscaped area, so that its appearance will be softened by plant material. Additional landscaping or screening may be required to diminish the visual impact on other properties or from the street.
- The rain barrel must be maintained so that it does not create a visual or environmental nuisance.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the house, any accessory structures, significant vegetation, property lines and the proposed location of the rain barrel.
✓	A catalog photograph or manufacturer's "cut sheet" of the rain barrel, including dimensions, materials and color
✓	A planting plan indicating the type and location of vegetation or other screening, existing or proposed.

RECREATIONAL VEHICLES (Storage)

Recreational vehicles can, and will, be towed at the sole expense of the owner of such vehicle from Association owned parking twenty-four (24) hours after being ticketed by the Association. It is a violation of these guidelines to park recreational vehicles on Single-Family property unless the recreational vehicle is housed in the garage.

Recreational vehicles include, but are not limited to:

- Any boat or boat trailer.
- Any vehicle whose external configuration conforms to the generally accepted definition of a motor home.
- Any truck camper or truck cap that is either wider or longer than the pickup truck bed on which it is mounted. Truck caps may also be known as tops, toppers, shells, slip-ons or by various other names.
- Any park trailer, travel trailer, regardless of interior configuration.
- Any fold-down camping trailer.
- Any snowmobile, all-terrain vehicles, dune buggy, trail bike, go-kart, jet ski, or other self-propelled vehicle not licensed for operation on a public street.
- Any motorized vehicle not legal for operation on the roadways of Virginia.

Salem Fields Community Association

ROOFS

All roof replacements/repairs require an application and shingles must be replaced with a “like for like” shingle.

Owners of Attached Villas and Townhomes, in an effort to promote continuity, **MUST** provide samples of the existing shingle and the proposed new shingle to the Committee along with their application.

Shingles that need to be replaced or repaired must match the existing roof shingle in style and color.

There are several neighborhood areas in Salem Fields that share common roofs. These roofs, if replaced, must match roof color and style of the existing properties.



Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Samples of the existing shingle and the proposed new shingle.

SATELLITE DISHES, WIRELESS CABLE AND TV BROADCAST ANTENNAS

In accordance with FCC Rule 47 CFR 1.4000 regarding the installation, maintenance and use of direct broadcast satellite, television broadcast, multipoint distribution service and customer end fixed wireless signal antennas. The Association's goal is to enable owners and residents to obtain the best possible signal reception while keeping the antennas as unobtrusive as possible.

Owners and/or tenants may install a DBS, DTV or M.VIDS antenna that is one meter (39.37 inches) or less in diameter. Satellite dishes and other antennas that are larger than one meter in size are prohibited.

Please note that interior antennas that cannot be seen outside of the home unit are allowed. Over the Air Yagi-Uda and equivalent antennas with an amplifier may work from within attic spaces if properly aimed and of sufficient amplification. In the Blooms Mill area most DTV over the air stations are toward Maryland and require at least 30 dB of amplification to pull in stations.

The preferred location for satellite dishes and other antennas is below the peak of the roofline on the back plane of the house so as to have no, or minimal visibility from the front of the house, or entirely within and below the height of approved privacy fencing which fully encloses the rear of any attached townhouse. Antennas and satellite dishes installed on the roof in this manner do not require an

Salem Fields Community Association

application. Installation of antenna and satellite dishes in other areas requires the submission of an application and will be considered on a case-by-case basis.

No lower roof mounts are allowed. Ground mounts must be screened with shrubbery or appropriate landscaping. Deck mounts must not obstruct a neighbor's view and are subject to approval by the Committee PRIOR to installation.

The Association may require owners and/or tenants to install or provide screening around the antenna if the antenna is visible from the street or from other lots. The Association may also require owners and/or tenants to paint any portion of the antenna or dish so that it matches or is reasonably compatible with the color of the structure to which it is attached.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the location of the satellite dish/antenna in relation to the applicant's home and existing site improvements.
✓	Picture and/or drawing of the satellite dish or antenna including dimensions and mounting details.
✓	Color of the satellite dish and /or antenna, its components and the color of the house siding, roof and trim.
✓	Primary orientation for signal strength and potential locations suitable to obtaining a signal.

NOTE: One location within a property is insufficient and requires evidence from the professional installer of these locations with intensity of signal.

SCREENED PORCHES

Enclosed or screened porches/decks must be architecturally consistent with any proposed/existing deck or patio on the house. The roof must match the slope, shingle type and color of the house roof, unless the porch is built below an elevated deck. Other roofing types will be considered. A proposed outside entrance door must match the color and construction of the structure it serves.

Size and scale: Screened porches should be located within the rear plane of the house and not extend beyond the side planes of the house. They should be appropriate to the scale of the house as sited on the lot. They must meet Spotsylvania County minimum setback requirements and should not be constructed across building restriction lines as shown on the property plat or house location survey.

Material and Color: Screened porches and decks should be constructed of wood or simulated wood material such as Trex. All other materials will be considered, but may not be approved. Roof shingles and siding must match the existing house colors.

Screened porches are allowed on Single-Family homes, detached and attached Villas.

Salem Fields Community Association

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the relationship of the screened porch to the house, property lines and adjacent properties.
✓	Worksheets A and E

SECURITY CAMERAS

Home surveillance cameras are permissible in either black or white housings. Doorbell cameras do not require an application.

Sufficient effort should be made so that surveillance cameras should be pointed in such a manner so as not to record the property of neighboring units or homes.

An application for installation of home surveillance cameras will be required with clear documentation showing the proposed location of cameras.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the location of the cameras.
✓	Product description or brochure on proposed cameras.

SHEDS, PLAYHOUSES, & GREENHOUSES (Detached)

Salem Fields is envisioned as a community in which each of its parts relates well and is properly integrated into the whole of its design. An inappropriately placed or poorly designed shed can visually and functionally negate an otherwise desirable residential area. Therefore, it is important to remember in choosing and locating a shed that there are needs other than storage, which must be considered.

One shed or playhouse per house is permitted.

Metal sheds are not permitted.

Detached greenhouses will be reviewed under the same criteria as storage sheds with consideration for the special requirements of sun orientation.

In addition to the application requirements noted below, include a duplicate of the documents submitted to Spotsylvania County for a building permit.

Shed structures cannot be used for dwelling purposes, as a studio, or for business use.

Salem Fields Community Association

Detached Houses:

A shed must be architecturally compatible with the house design. The color scheme should match the house. Roof should mirror the type and material of the house.

It may be freestanding, built below an elevated deck, or integral with a fence.

- **Materials:** Exterior finish must be vinyl siding or wood painted to match the house. Brick may also be used if it is similar to the house material.
- **Colors:** The color scheme must be the same as that of the house. Trim on the shed door must be the same color as the house door.
- **Roof:** Most shaped roofs, other than barn-like, will be considered. All roofs must be shingled to match the roof of applicant's house.
- **Size:** While sheds must provide sufficient volume for their intended use, they must be of a size which is appropriate for the size of the property and which is architecturally compatible with the applicant's house.
- **Location:** Sheds shall be located in the rear yard behind the dwelling unless extenuating circumstances exist, in which case, other locations may be considered. Setbacks must comply with county ordinances.

Attached Houses:

Small resin sheds (no larger than 6' x 6') or storage boxes are permissible and no application is required. The color scheme should match that of the house.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the relationship of the shed to the house, property lines and adjacent properties.
✓	Picture and/or detailed drawing of the shed to include dimensions.
✓	Description of materials used.
✓	Color of house and proposed shed.
✓	Worksheets E and G

SHUTTERS

An Application is required to change the style, size or color of existing vinyl shutters. In attached Villas, the color of the shutters in a 4-pod building row must match. If faded, they may be replaced, cleaned or painted the identical, original color. Cleaning or painting may void any warranty.

Salem Fields Community Association

An Application is also required to install new vinyl shutters where none were previously installed. Include style, size, material, color, and exact location of the proposed shutters on the house with the application.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Pictures or brochure of proposed shutters.
✓	Description of the style, size, material, and exact location of the shutters on the house.
✓	Description of materials used (if other than vinyl).
✓	Color of house and proposed shutters.

SIDING REPAIRS

Necessary repairs to siding due to damage must match the color, finish, profile, and size of the original siding as closely as possible. If a seamless match of the original siding cannot be made, the damaged side of the home must be replaced with siding of the same finish, profile and size. If the color of the newly replaced siding does not match, it can be painted to seamlessly match the existing siding color of the home.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Color sample of the replacement siding must be submitted with application.

SIGNS

- Real estate signs must meet Spotsylvania County regulations with respect to size, content and removal. One sign per lot may be placed in the front yard of the property available.
- All signs must be removed 24 hours after property closing/leasing.
- No Trespassing/Beware of Dog signs may be posted within ten (10) feet to the immediate left or right of, and/or two feet out from the front and rear entrance of the home. The Committee has the right to deem whether a sign is appropriate. Signs should not exceed two (2) square feet (1' x 1') or two (2) feet in height from ground.
- A security company sign may be posted within ten (10) feet to the immediate left or right of, and/or two feet out from the front and rear entrance of the home. The Committee has the right to deem whether a sign is appropriate. Signs should not exceed two (2) square feet or (2) feet in height from the ground.

Salem Fields Community Association

- Political or political campaign signs may be displayed in public view upon the private lots in Salem Fields only during the following period; not more than sixty (60) days prior to the date of any federal, state or local election or vote on any issue by the electorate, and must be removed not later than five (5) days after the election.
- No political or political campaign sign shall exceed four (4) square feet (2' x 2') in size. Each owner can post one (1) free-standing political sign within ten feet (10') of the front plane of the dwelling structure.
- Signs shall not be affixed to the dwelling structure but may be attached to the interior side of windows so as to be visible through the windows.
- At no time shall any signs be placed upon the common area. Any signs on the common area shall be immediately removed and disposed of by the Association.

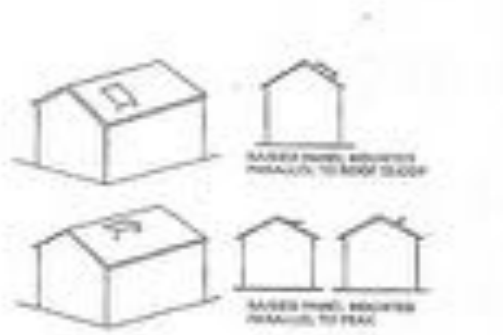
SOLAR PANELS AND SOLAR WATER HEATERS

Solar panels mounted to the front side of roofs must be parallel with the roof. Panels mounted to the rear side of roofs may be flush or elevated. If elevated, they will not extend above the roof peak so far that they are visible from the yards of facing houses across the street.

No other mounting locations are acceptable.

Solar panels must be kept within the perimeter of the roof structure and should not be within 1' of the roof edge. The location of solar equipment (conduit, combiner boxes/junction boxes, inverters, disconnects, etc.) must be installed out of view and properly screened.

Any racking/standoffs cannot be outside of the panels by more than six (6) inches.



Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Worksheet J

Salem Fields Community Association

SPRINKLER SYSTEMS

Sprinkler systems must be installed inside property lines and in accordance with Spotsylvania County regulations.

STORM WINDOWS AND SCREENS

Some homes in Salem Fields have been designed so that the addition of storm windows on the outside would seriously disrupt architectural continuity. Often installation of storm windows on the inside or the use of insulating glass is a viable alternative.

It is preferred that storm and screen window frames match the trim of the house, but white is acceptable.

Storm windows that match window trim (usually white or off-white) do not require an application.

Screen or storm doors at the rear of homes are permitted and do not require an application.

SWIMMING POOLS

Salem Fields is designed to provide swimming opportunities for all residents. Lots enclosing Single-Family areas are generally too small for compatible development of a swimming pool.

- Only in-ground pools will be considered. Above ground pools will not be permitted.
- Pools for swimming will be located in the rear of the house and must meet all of Spotsylvania County building and health codes.
- A fence six (6) feet high is required to enclose a pool used for swimming and related pool equipment. Fencing may be installed around the pool or on property line.
- Fences surrounding pools that were approved prior to the adoption of these guidelines are not subject to the provisions contained herein.
- The pool must be a minimum of ten (10) feet from the rear property line and a minimum of ten (10) feet from the side property lines.
- The pool must conform to the flow of the land and should not adversely affect the flow of run off from rain, melted snow, or a watering system.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety. Include the signature of ALL neighbors affected by the pool (in the event
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Salem Fields Community Association

	that more than the usual three are affected).
✓	Property plat or house location survey showing the relationship of the screened pool to the house, property lines and adjacent properties.
✓	Architectural drawings and dimensions of the pool. Detailed drawings of the pool should include the deck area, lighting arrangements, walkways, fences, location and proposed screening of pool equipment.
✓	Pertinent information concerning water supply system, drainage and water disposal system should be included.
✓	Landscaping plans for outside fencing.
✓	Worksheets E and I.

TRASH and RECYCLING

Trash and recycling containers are provided to all residents by the Association's trash contractor and remain the property of the contractor.

- Containers shall be placed for pickup no earlier than 6:00 p.m. of the prior evening and must be stored by 10:00 p.m. the evening of trash days.
- Trash must be placed in the provided containers. Overflow trash shall be placed to minimize the potential for debris. Residents must consider the effects of weather and animals when placing trash on the street for pickup.
- Recycling containers are subject to the same time and storage rules governing trash containers.
- Trash is to be placed for pickup in containers manufactured for trash storage purposes only. Paper products (in grocery bags) are not sufficient.
- Woods, open spaces and ponds are not dumping grounds for organic or inorganic debris such as furniture, tires, leaves, grass clippings and branches.
- All homeowners are responsible for picking up litter on his/her property and preventing wind-blown debris from originating on his/her property.

Storage

Trash cans and recycling containers must be stored on one's own property and out of open view. For this reason, storage of trash and recycling containers must be in the garage or behind the rear plane of the home against the structure. Storage of these containers in front or beside the house or garage is not acceptable and is a violation. An exception may be made if the property is fenced, however, the containers must be stored behind the fence against the side of the house or garage, providing the side yard is not directly facing the front of a neighboring housing unit, road frontage, or otherwise negatively impacting a neighboring home from ground level. Trash, recycling and storage containers cannot be kept on an elevated deck.

Salem Fields Community Association

Trash Container Storage (Fully Obscured)

Fully obscured trash or recycling containers stored beside a Single-Family home, or end unit Townhome, if fully obscured by evergreen or other year-round screening and are not readily visible from the street/driveway apron will be permitted. Should the screening be insufficient, you will be asked to increase the screening or store the containers elsewhere.

TREE STUMPS and TREE REMOVAL

Existing tree, brush, or other plant stumps or newly exposed stumps must be removed or ground down below grade. The area must be returned to grass, or mulched if in a garden bed.

Tree/Bush Removal.

With approval of the Committee, homeowners may:

- Remove live trees with a diameter greater than 4 inches, measured 12 inches above ground, unless the tree is causing damage to the property or impeding access to the home.
- Remove live flowering trees or broad leaf evergreens with a diameter in excess of 2 inches, measured 12 inches above the ground.
- Remove live vegetation on slopes greater than 20% gradient.
- Replace trees or bushes.
- Removal of dead trees or bushes does not require Committee approval.
- Stumps must be cut to ground level.

Tree removal must comply with all Spotsylvania County ordinances on tree cutting.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Picture of the tree to be removed showing the size and location in relation to the house, fence and surrounding area.

TRELLISES

Trellises, as defined for use by the Association, is a frame supporting an open latticework, used for training vines and creeping plants.

Salem Fields Community Association

- Trellises may be metal or treated wood.
- Trellises are limited to two per lot.
- Wood trellises must be properly framed and anchored on all sides.
- Trellis must match the trim or dominant color of the house.
- Trellises may be located in side and rear yards, but must be parallel to the home or patio and not more than three (3) feet from the home or patio.
- Trellises must be free standing and not attached to a home, deck or part of another structure.
- Trellises must be a maximum of eight (8) feet tall.
- Trellises are not to be used as fencing.
- All trellises must be applied for and approved prior to installation.



Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
✓	Property plat or house location survey showing the relationship of the trellis to the house, property lines and adjacent properties.
✓	If a prefabricated trellis is being proposed, please include a catalog/manufacturer's photograph, description, dimensions, material and color.

UTILITY SCREENS

Utility screens will be considered for approval when screening a home's utility connection, air conditioning units or other objects if the screens are complimentary and painted or stained to match the nearby siding, fencing, etc. or have a clear sealer applied.

Utility screens may only exceed the height of the object being screened by more than six inches.

Salem Fields Community Association

Utility screens longer than five feet will be considered in special circumstance as an exception to the standard.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
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WINDOWS

Any changes to the color, style, size, addition of and/or removal of windows, requires approval from the Committee.

- Replacement windows must be compatible with the style of the house.
- The trim, casing and framing of the new windows must seamlessly match the color and finish of the existing window, trim, casing, framing, on the home, or the older window casing, trim, framing must be painted to match the newly installed windows.
- Windows on the side plane of a house should be consistent in regards to window grids and screens.
- Windows with grids must have grids on both the upper and lower portions of the window.
- Entry door side windows must be clear or tinted (no stained glass, leading, painting or other decorative covering). Examples of window coverings that will not be approved are:



Damaged window grids or screens is a violation of these guidelines.

Application Requirements:

✓	Exterior Alteration Application filled out in its entirety.
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Salem Fields Community Association

Section 6 - Maintenance Guidelines

MAINTENANCE GUIDELINES

Property ownership includes the responsibility for maintenance of all structures and grounds that are a part of the property. This includes, but is not limited to, items such as mowing grass, removal of trash and structural maintenance. Maintenance affects the visual character and economic values of the property and neighborhood and may include safety.

Violations of maintenance guidelines are violations of the Covenants: Declaration, Article 7, Section 7.2(a).

DECKS

Consideration must be given to long term weathering effects such as mildew, discoloration, rot, and warping. The deck should be properly maintained by cleaning and applying colorless sealant, repaired, or replaced on an “as needed” basis.

DRIVEWAYS

Driveways fail for a number of reasons, but the main causes are:

- Oxidation by the sun, water erosion and raveling.
- Sunlight evaporates the oils and binders in the mix, drying out the pavement (causing it to turn a gray color).
- Hairline cracks start to develop allowing water to seep in and further erode the surface. This is when seal coating and crack filling should be done to maintain the asphalt.
- Raveling, which is an ongoing separation of the aggregate particles from the pavement surface, could also occur. Seal coating should be performed to remedy this problem before excessive raveling occurs.

If left unchecked, the cracks and raveling will worsen until water starts to erode the base material and eventually starts to cause potholes and grade depressions. If this level of deterioration has occurred, then replacement of the affected areas on the driveway will need to be corrected by the homeowner.

Oil spillage and other stains should be removed periodically from any driveway surface.

EXTERIOR APPEARANCE

Homeowners are responsible for maintaining the exterior of houses and any other structures on their lots. The following represents some of the conditions that are considered a violation:

- Damaged or dented siding, flashing, and capping that needs to be remedied or replaced.

Salem Fields Community Association

- Damaged or dented storm doors, entry doors, and garage doors that need to be repaired or replaced.
- Peeling paint and exposed wood on any exterior area of the house.
- Broken or missing shutters, broken windows, missing or ripped/torn screens.
- Dented mailboxes or mailboxes and/or posts in need of repainting or repair.
- Playground equipment that is rusted, broken, or in need of repainting.
- Fences with either broken, warped or missing parts and pickets or that is leaning off the property line or have excessive mold, mildew or fungus, etc.
- Sheds and garages with broken doors or in need of painting or repair.
- Decks in need of repair or re-staining.
- Concrete or masonry block foundations and/or party walls in need of repair or repainting.
- Rusting or corroding metal railings, rust stains on steps and landings.
- Missing or damaged gutters, downspouts, shutters, railings, etc.
- Mismatched paint colors (e.g., shutters that are 2 or more different colors).
- Plant beds, lawns, etc. that contain excessive weeds.
- Any exterior structure requiring maintenance or repair.

FENCING

Consideration must be given to long term weathering effects such as mold, mildew, rot, and warping. The fence should be properly maintained by cleaning and applying colorless sealant, repaired, or replaced on an “as needed” basis. Fences with either broken or missing parts or leaning off the property line must be repaired and aligned. repairs must match existing fence style and color.



GARDENS

All gardens must be neatly maintained throughout the growing season; this includes removal of all unused stakes, trellises, and dead growth.

LAWN AND GARDEN FERTILIZATION

Special care should be taken not to over-fertilize or to fertilize lawns and gardens when there is the least chance of run-off.

MOWING & LANDSCAPE

Salem Fields Community Association

All Salem Fields homeowners are responsible to maintain their entire lawn and landscape out to the curb.

- Turf areas (lawn) need to be mowed at regular intervals, maintaining a maximum height of six (6) inches.
- Edging and trimming around plant beds, sidewalks, foundations, decks, mailboxes, etc. must be maintained.
- Vines and/or ivy plants are to be maintained per guidelines.
- Landscaping is to be neatly maintained throughout the growing season. This includes pruning, removal of dead growth and flowers, trellises when not in use, watering and weeding. Lawns are to be kept as weed free as possible.

PLANT BEDS

The plant beds must be kept in a neat and orderly manner, and free of weeds and grass. Mulching plant beds helps to better define beds and reduce weeds. Edging and trimming around plant beds, sidewalks, foundations, etc., help to maintain a uniform appearance throughout the landscape. Planting along sidewalks cannot extend or protrude onto the sidewalk area. Plants must be kept trimmed so they are even with the sidewalk.

ROOFS

Inspection of shingles should be done on a regular basis. Missing shingles or those that are cracked should be replaced to match existing shingles.

SHEDS

All sheds must be cleaned and maintained as needed, as your home would be maintained.

SNOW REMOVAL

Each homeowner or tenant is responsible for snow removal from their driveway and walk.

TRASH REMOVAL

Each resident is responsible for picking up litter on his/her property and preventing wind-blown debris originating from their property.

TREES AND SHRUBS

In order to facilitate movement of pedestrians and sight lines required for vehicular traffic, trees and shrubs that overhang sidewalks, obscure traffic signs, etc. must be pruned to keep these areas free from obstructions. Tree branches overhanging sidewalks and walkways should be pruned to allow 96" (inches) or 8' (feet) of clearance in height from the ground level.

Salem Fields Community Association

Section 7 – Exterior Alteration Application and Worksheets

PRIOR VERSIONS OF THE APPLICATION WILL NOT BE ACCEPTED

EXTERIOR ALTERATION APPLICATION - PAGE 1

Date Received ____/____/____

Date Accepted ____/____/____

APPLICATION INSTRUCTIONS

- Please carefully review the *Architectural Guidelines* prior to submitting this form.
- Please provide a property plat or house location survey, if applicable, of your property with the location of the exterior change clearly marked.
- Provide start and completion dates, pictures, sketches, drawings clippings, etc. of materials, the finished product, etc., and describe in detail the exterior change or modification you are planning.
- This Exterior Alteration Application and all applicable worksheets, which are available online, must be filled out completely, including the signatures of the three (3) property owners who are most affected by this change or modification and attached to your property plat or house location survey, and supplemental pictures, drawings, etc. to be accepted.

Applicant's Name				
Address of Proposed Change:				
Home Phone		Work Phone		Email:
DESCRIPTION OF CHANGE				
Start Date:			Completion Date:	

NEIGHBOR'S SIGNATURES

Signatures of the three (3) property owners who are adjacent to, or have a view of the exterior change or modification, are REQUIRED as notification of your intent, but their signature does not constitute nor indicate approval or disapproval.

Neighbors should contact the Management Office with any concerns/comments.

1. Name: _____ Signature: _____

Address: _____

2. Name: _____ Signature: _____

Address: _____

3. Name: _____ Signature: _____

Address: _____

Salem Fields Community Association

EXTERIOR ALTERATION APPLICATION - PAGE 2

Applicant's Name	
Address of Proposed Change:	

NOTES:

- Nothing herein contained shall violate any of the provisions or Building and Zoning Codes of Spotsylvania County, to which the above property is subject. Further, nothing herein contained shall be construed as a waiver or modification of any said restriction.
- The applicant understands that the Building Ordinance of the Spotsylvania County Building Department requires that plans be filed directly with the Building Inspector for construction requiring a Building Permit.
- The applicant understands that any construction or exterior alteration undertaken by them, or on their behalf, before approval of this application is *NOT ALLOWED*. If alterations are made, the applicant may be required to return the property to its former condition at the applicant's own expense if this application is disapproved wholly or in part, and that the applicant may be required to pay all legal expenses incurred.
- The applicant understands that all construction or exterior alteration must be located within the property lines of the applicant's property. It is the applicant's responsibility to confirm the property line and ensure that all construction or exterior alteration is installed within the property lines. Notwithstanding the Committee's approval, in the event that any construction, in part or whole, or exterior alteration, in part or whole, are installed outside the property line, the applicant is responsible to return the property to its former condition at the applicant's own expense and that the applicant may be required to pay all legal expenses incurred.
- No construction or exterior alteration may encroach on the common area or limited common area
- The applicant understands that members of the Committee, Management and staff are permitted to enter upon their property at any reasonable time for the purpose of inspecting the proposed project, the project in progress, and the completed project, and that such entry does not constitute a trespass.
- The applicant understands that any approval is contingent upon construction or alterations being completed in a workmanlike manner and as stated on the application.
- The applicant understands that a Committee decision (approved/modify/disapproved) is required on all complete applications within forty-five (45) days of receipt of said application by the Committee.
- The applicant is aware of the Salem Fields Covenants and Restrictions in regard to the review process established by the Board of Directors.
- The applicant understands that the alteration authority granted by the Committee will be automatically revoked if the change and/or modification requested has not commenced within six (6) months of the approval date and/or completed within one year of the Committee's approval.
- **NOTE: All completed Exterior Alteration Applications to be reviewed by the Committee must be received in the Association Office on or before the 1st of each month**

Applicant's Signature: _____ **Date:** _____

COMMITTEE RECOMMENDATION:

Committee Action: _____ Date: _____

If an Applicant disagrees with the decision of the Committee, an appeal may be submitted.

Salem Fields Community Association

WORKSHEET A ~ DECK /PATIO/SCREENED PORCH/SUNROOM

The questions below are intended to aid you in describing your proposed project and facilitate the review process. They are not all-inclusive and are not a substitute for design sketches, layouts, property plat or house location survey, etc. called for in the *Architectural Guidelines*

Circle One: **DECK** **PATIO** **SCREENED PORCH** **SUNROOM**

- 1 What are the overall dimensions of the project? Length: _____ Ft. Width: _____ Ft.

- 2 What is the approximate average distance between the ground and the bottom-most portion of your proposed structure (excluding support posts and stairs)?
From Ground: _____ Ft.

- 3 What is the total height of the proposed structure (excluding support posts and stairs)?
Height: _____ Ft.

- 4 What is the distance of the structure from the property lines?
Left side: _____ Ft. Right side: _____ Ft. Rear: _____ Ft.

- 5 Are you proposing privacy fencing/screening? (If yes, then provide dimensions here and attach design).
Yes: _____ No: _____ Height: _____ Ft. Length: _____ Ft.

- 6 Are you proposing under-deck storage with screening? If so, include design and materials.
Yes: _____ No: _____

- 7 What is the maximum proposed railing height? Height: _____ Ft.

- 8 Are you proposing stairs? (If yes, attach design). Yes: _____ No: _____

- 9 Will your structure be left to weather naturally? Yes: _____ No: _____

- 10 Do you propose a clear preservative sealer (i.e., no pigmentation)? Yes: _____ No: _____

- 11 Do you propose a colored preservative sealer? (If yes, provide color sample). Yes: _____ No: _____

- 12 Have you attached the required copy of your property plat or house location survey with the proposed location?
Yes: _____ No: _____

- 13 Have you attached design and material information called for in the guidelines?
Yes: _____ No: _____

- 14 What material will be used for the roof? (If applicable.) _____

- 15 Have you included the brand, color and print out information of the composite material?
Yes: _____ No: _____

Salem Fields Community Association

WORKSHEET D ~ PAINT AND STAIN CHANGES

The questions below are intended to aid you in describing your proposed project and facilitate the review process. They are not all-inclusive and are not a substitute for design sketches, layouts, property plat or house location survey, etc. called for in the *Architectural Guidelines*.

Check one:

Specify Color:

- 1 Change trim color? (If Yes, attach new color sample below.)

Yes: _____ Old Color: _____
No: _____ New Color: _____

- 2 Change front door and shutter color? (If Yes, attach new color sample below.)

Yes: _____ Old Color: _____
No: _____ New Color: _____

- 3 Change garage door color? (If Yes, attach new color sample below.)

Yes: _____ Old Color: _____
No: _____ New Color: _____

- 4 Change house color? (If Yes, attach new color sample below.)

Yes: _____ Old Color: _____
No: _____ New Color: _____

- 5 Change roof color? (If Yes, attach new color sample below.)

Yes: _____ Old Color: _____
No: _____ New Color: _____

- 6 Change stain for fence, deck, wood patio? (Check one). Yes: _____ No: _____

Fence: _____ Deck: _____ Wood Patio: _____
Old Color: _____
New Color: _____

- 7 Attach color sample(s) here:

Salem Fields Community Association

WORKSHEET E ~ LANDSCAPING

The questions below are intended to aid you in describing your proposed project and facilitate the review process. They are not all-inclusive and are not a substitute for design sketches, layouts, property plat or house location surveys etc. called for in the *Architectural Guidelines*.

- 1 Have you attached design, sketch, brochures, etc. showing plant materials (species, size at maturity, etc.)? Note: Provide common names when listing tree and shrub names, or scientific name if available.

Yes: _____ No: _____

- 2 Have you attached the required property plat or house location survey with proposed location and layout? (Always include the distance from property lines).

Yes: _____ No: _____

- 3 Will plantings require access to neighboring property for maintenance and trimming? (If Yes, attach description of need and proposed method of accomplishment).

Yes: _____ No: _____

- 4 Has consideration been given to water runoff affecting neighboring properties?

Yes: _____ No: _____

Salem Fields Community Association

WORKSHEET F ~ PERMANENT BASKETBALL GOAL

The questions below are intended to aid you in describing your proposed project and facilitate the review process. They are not all-inclusive and are not a substitute for design sketches, layouts, property plat or house location survey, etc. called for in the *Architectural Guidelines*.

- 1 Is the backboard clear or opaque? (If not clear, what color?) Clear: _____ Opaque: _____
Color: _____
- 2 Is the mounting permanent or portable? Permanent _____ Portable: _____
- 4 Is the backboard to be mounted on the house or garage? (If yes, then provide additional color information).
Yes: _____ No: _____
Roof Color: _____ House Color: _____ Trim Color: _____
- 4 Distance from the proposed location from the street/curb: _____ Ft.
- 5 Distance from the proposed location from the sidewalk: _____ Ft.
- 6 Distance from the proposed location from the left side property line. _____ Ft.
- 7 Distance from the proposed location from the right side property line: _____ Ft.
- 8 Have you attached the required copy of your property plat or house location survey with the proposed location?
Yes: _____ No: _____
- 9 Have you attached a picture of the basketball goal? Yes: _____ No: _____

Salem Fields Community Association

WORKSHEET G ~ SHEDS/PLAYHOUSES

The questions below are intended to aid you in describing your proposed project and facilitate the review process. They are not all-inclusive and are not a substitute for design sketches, layouts, property plat or house location survey, etc. called for in the *Architectural Guidelines*.

- 1 What are the overall dimensions of the project?
Length: ____ Ft. Width: ____ Ft. Height: ____ Ft.
- 2 Will the shed be free-standing or attached to an existing structure (house, deck, fence)?
Free-standing: _____ Attached: _____
- 3 If attached, does the shed material match the structure to which it is attached? Yes: ____ No: ____
- 3 If stand alone, what are the proposed finish colors of the shed?
Sides: _____ Roof: _____
- 4 What is the distance of the structure from the property lines?
Left: ____ Ft. Right: ____ Ft. Rear: ____ Ft.
- 5 Are you proposing landscape screening or fencing? (If yes, provide dimensions here and attach design.)
Yes: ____ No: ____ Length: ____ Ft. Height: ____ Ft.
- 6 Is the property fully fenced? Partially fenced? No Fence: ____ Partial Fence: ____ Full Fence: ____
- 8 Do you propose a clear preservative sealer (No pigmentation)? Yes: ____ No: ____
- 9 Do you propose a colored preservative sealer? (If yes, provide color sample). Yes: ____ No: ____
- 10 Do you propose to stain? (If yes, provide a color sample). Yes: ____ No: ____
- 11 Is shed constructed of maintenance-free, composite material? Yes: ____ No: ____
- 12 Have you attached the required copy of your property plat or house location survey with the proposed location?
Yes: ____ No: ____
- 13 Have you attached design and material information called for in the guidelines? Yes: ____ No: ____
- 14 What material will be used for the roof? _____
Color: _____

Salem Fields Community Association

WORKSHEET H ~ RECREATIONAL AND PLAY EQUIPMENT

The questions below are intended to aid you in describing your proposed project and facilitate the review process. They are not all-inclusive and are not a substitute for design sketches, layouts, property plat or house location survey, etc. called for in the *Architectural Guidelines*.

Note: For Playhouses – Use Worksheet G

1. What are the dimensions of your recreational or play equipment?

a. Length _____ Ft Width _____ Ft Height _____ Ft

2. What is it made of?

a. Material: _____

3. What color(s) is it?

a. Color: _____

4. Is there a canopy or roof? (If yes, specify color): Yes ___ No ___ Color _____

5. Is the proposed location behind the rear plane of the house? Yes _____ No _____

6. Have you attached the required copy of your property plat or house location survey marking the proposed location?

Yes _____ No _____

APRIL 2022

SPRING EDITION

THE FOCUS

Salem Fields Community Association



UPCOMING MEETINGS



**APRIL 26
6 PM**

**Board
Meetings
4th Tuesday
of each
month**

**MAY 24
6 PM**

**ANNUAL
MEETING
JUNE 28
6 PM
REGISTRATION,
MEETING
AT 7 PM.**



**Special
Meeting:
Resolutions &
Policies
April 13 at
6:00 pm**

**Workshop:
Ad Hoc TH
Parking
May 11 at
6:00 pm**

**Workshop:
Communications
June 8 at
6:00 pm**

SFCA Community Center
11125 Rappahannock Drive

ALL MEETING DATES ARE SUBJECT TO CHANGE

2022 Salem Fields Community Committee Volunteer Application Form

One Board of Directors

As a member of the Salem Fields Community I would like to volunteer to be on the

_____ Committee (s)

Name _____

Address _____

Phone _____ Email _____

Volunteer Position(s): (All committee members are appointed by the Board of Directors)

Designs Committee Responsible for reviewing applications for architectural changes and ensuring compliance with Association documents. Responsibilities for community newsletter. The committee meets monthly. Committee Chair will be provided to each member. board@saalemfields.com

Finance Committee Responsible for reviewing and all of other procedures are shared in accordance to the Governing Documents to conduct the Committee Annual Meeting Minutes and record other meeting minutes to help the Committee coordinate the Annual meeting agenda. The Committee meets as needed before and during the meeting. A Committee Chair will be provided to each member.

After 5:30 PM Committee Responsible for providing support for a dining program for the Parade and Festival activities consistent with the Association Governing Documents. Committee meets as needed. A Committee Chair will be provided to each member.

Board Committee Responsible for advising regarding community relations and enhancing the communication between the Board and homeowners. Promote use of the community center on a fair and equitable basis for all residents. Provide support of awards for the Board to create and approve. Meets weekly for the community member. The committee meets as needed. Committee Chair will be provided to each member.

Site Board Committee Responsible for advising regarding site related matters and enhancing the communication between the Board and homeowners. Provide use of the site on a fair and equitable basis for all residents. Provide support of awards for the Board to create and approve. Meets weekly for the community member. The committee meets as needed. Committee Chair will be provided to each member.

IMPORTANT (PHOTOGRAPH) As a member of a Committee, your contact information will be published so that Association members may contact you. Your signature below is an acknowledgment of publication of your phone number and email address.

Signature _____ Date _____

VOLUNTEERS NEEDED!

Community Website

For access to Community information such as forms, rental information, and Community Documents, please visit the community website at www.salemfieldscommunity.com

Trash & Recycling Reminders

Monday – Trash & Recycling
Thursday – Trash Only

Trash & recycling containers shall be placed out for trash collection no earlier than 6:00 pm on the evening before trash days.

Trash & Recycling containers must be stored out of public view by 10:00 PM on trash days.

Assessment Payments Due On or Before the 1st of the Month

SELLING YOUR HOME?

If you are selling your home, you are required to provide the buyer a resale disclosure packet specific to your address.

You can visit www.fsresidential.com and click on the "Order Documents" tab.

STREET LIGHT OUTAGES

PLEASE REPORT ALL STREET LIGHT OUTAGES TO SFCA.MANAGER@FSRESIDENTIAL.COM

YOU WILL NEED TO INCLUDE THE STREET LIGHT POLE NUMBER AND THE NEAREST ADDRESS THE UTILITY COMPANY HAS THE CORRECT INFORMATION TO SERVICE THE ISSUE .

OUR WINNERS

Spring 2022



Sammie



Sassy



Sophie

OUR CONTESTANTS



Amelia



Wendy



Anna



Fiona



Lady



Emma



Lucy



Anna



Anna



Wendy



Anna



Wendy



Anna



Anna

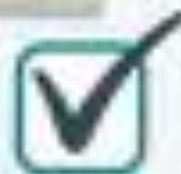


Anna

Salem Fields
Cutest Dog
contest



DOES THIS REPRESENT
AN IMPROVE
Inspection
BY YOUR AGENT & HOMEKIT?



- Deck - staining, wood trim, paint, staining, etc.
- Driveway - inspecting vehicles, rips/cracks, stains, utility damage, etc.
- Entry doors - Added or chipped paint, broken glass, broken hardware, missing doorknob covers, etc. (Front, rear & side entrance doors)
- Exterior light fixtures - tarnished, discolored, broken, etc.
- Fence & gates - Clearing trim, pickets, warped panels, broken hardware, etc.
- Garage - broken windows, rust spots, damage, garage space - organized for vehicle use
- Gutters - missing, missing, damaged, etc.
- Landscape enhancement - dead shrubs, plants, trees, weeds, tree work
- Landscape maintenance - mowing, mowing 2-3 times, weed whacking, edging, etc.
- Landscaping - mulch, grass, shrubs and trees, surrounding sidewalks and driveway, etc.
- Mailboxes - faded paint, flags, address numbers, etc.
- Paves & sidewalks - discoloration, cracks, damage, etc.
- Shutters - missing, peeling, faded paint, etc.
- Siding - missing, peeling, discoloration, etc.
- Storage - unrightly clutter, trash, excessive elements, furniture, etc.
- Tires & recycling containers - clean up - stored out of public view (in garage or in rear yard)
- Windows - missing screens, ripped screens, broken glass, etc.
- Wood trim - missing, paint, woodrot, gaps, etc.

These agents provide the best service to all of the WPA's members. Through attending an inspection, you can improve the value of your home & reduce the frustration of the economy.

To all questions and growing demands, go to the necessary website www.wpaofillinois.com



SALEM FIELDS SWIM TEAM

Who are we? We are the neighborhood swim team who functions under the RSL, Rappahannock Swim League.

What do we do? We prepare swimmers to be their best in and out of the water! Our team competes once a week during the summer and at a Finals event.

When do we practice? Daily from 7:45am-10:30am (practice time determined by age/skill level)

When are meets? 5 Wednesdays and 1 Monday during the months of June-July 3 home meets and 3 away meets

Registration begins April 3 - 30th

Late Registration begins May 1st (Additional fees applied)

See our website for additional information about our team and for the registration link.

<https://saalemfieldsunfish.swimtopia.com/>

COMMUNITY

YARD

S

A

L

E

SATURDAY

MAY 14, 2022

7 AM - 12 PM



YOU MAY SET UP IN YOUR DRIVEWAY, GARAGE OR YARD. YOU MAY ALSO SET UP AT THE COMMUNITY CENTER. ALL ITEMS NEED TO BE REMOVED FROM THESE LOCATIONS ONCE THE YARD SALE ENDS AT NOON.



Ball Courts



As the warm weather approaches, the amenities get very busy. All Owners are responsible for the occupants and guests who are using the amenities.

We want to make sure that those who have obtained a ball court key understand their responsibilities. Please make sure that when you give a ball court key to anyone that they clearly understand the responsibility that goes with it. If they invite others to come inside the courts, then they are considered their personal guests which makes you responsible for them.

We have had a few warmer weather days that have allowed for the ball courts to be used recently. There is already an issue with excessive litter, unnecessary foul language, arguments and fighting, and loud disruptive music. This is not acceptable.

Please remind your occupants and guests that there is a trash container located by the entrance gate. Trash belongs in the container, not on the ground or courts.

We strongly encourage you to explain the rules for the ball courts to your occupants and guests so that you do not lose your ball court privileges.


We look forward to the spring and hope that everyone can enjoy the many amenities that Salem Fields has to offer all of the residents.

Pet Waste & Leash Reminders

Please make sure that your pets are leashed and that waste is disposed of properly and not simply left behind in the common areas or your neighbor's yard. Pet waste must also be picked up from front, rear, and side yards. Your neighbors want to enjoy their yards as well and cannot do so if pet waste odors keep them from doing so.

Responsible pet ownership means picking up after your pet to keep areas clean and free of feces and disease. Make use of the pet waste stations available throughout the Community. PLEASE PLACE ONLY PET WASTE IN THESE RECEPTACLES. Household trash should be placed in a trash or recycling bin.

We thank you for your continued support in helping to keep Salem Fields clean and litter-free.



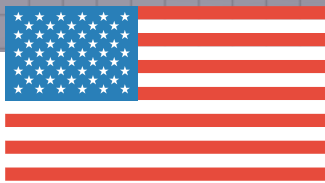
Um Human, you
have to pick that up!



Vandalism & Criminal Activity

If you see something, please say something! The local authorities need to be contacted as soon as possible so they can investigate all details of any crime.

Please do not contact our office initially in the case of criminal activity (vandalism, domestic disturbances, speeding, the sound of violence – gunshots, screams, crashes, etc.) Your first call needs to be to the Sheriff's Department. If you feel you are in danger, call 911!! We appreciate being in the loop but we cannot help you by email or voice mail. The authorities can respond to you and help you immediately.



Office Closure - Memorial Day

The Salem Fields Onsite Management Office will be closed on Monday, May 30 for Memorial Day.

The Customer Care Center is available 24/7 to answer your questions at 703-385-1133.

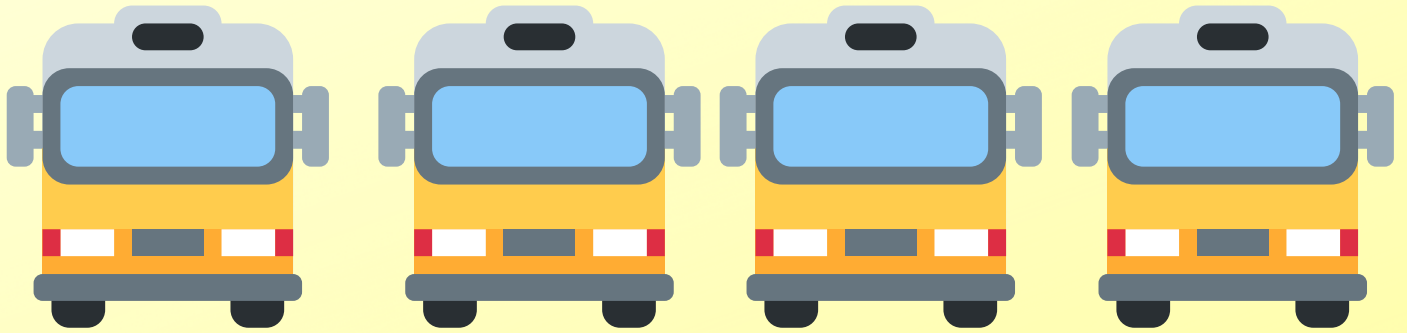
ARC Modification Applications

Exterior modification applications must be submitted to the office no later than the 1st of each month. The Covenants Committee meets monthly on the third Tuesday to review applications.

Please make sure that you are using the current Community Guidelines and Application/Worksheets. Older versions of the application will not be submitted to the Committee for review.

The Community Guidelines and Application/Worksheets are available on the Community website www.salemfieldscommunity.com.





BUS STOP!

WE ASK THAT ALL RESIDENTS AND GUESTS OF SALEM FIELDS PAY CLOSE ATTENTION TO TRAFFIC SIGNS, BLINKING LIGHTS AND FAMILIES WALKING TO THE BUS STOPS. MOST IMPORTANTLY, DO NOT SPEED THROUGH THE COMMUNITY.

PLEASE BE CAUTIOUS WHEN PARKING YOUR CAR WHILE WAITING FOR THE BUS. DO NOT LEAVE CHILDREN UNATTENDED IN THE CAR ESPECIALLY WHILE IT IS RUNNING.

PLEASE DO NOT BLOCK THE STREETS. PLEASE DO NOT BLOCK THE SIDEWALKS WITH YOUR VEHICLES.

IF YOU KNOW THERE IS A BUS STOP ALONG THE ROUTE YOU TAKE TO AND FROM YOUR DESTINATION, PLEASE LEAVE EARLY ENOUGH THAT YOU ARE NOT DRIVING RECKLESSLY TO GET TO YOUR DESTINATION ON TIME.

PLEASE REMEMBER THAT NOTHING IS MORE IMPORTANT THAN THE SAFETY OF OUR COMMUNITY MEMBERS.

Salem Fields

COMMUNITY ASSOCIATION



Actions to Reduce Wind-Blown Trash & Recycling

The following procedures can be used at all times but are specifically recommended when high winds are forecasted for, or occur during, trash recycling collection day.

- Secure all recycling and trash, especially smaller pieces, and place it inside the container with the lid closed completely. Consider heavier bags to weigh down the contents.
- Tying multiple bags together also helps.
- Consider using a larger bag to place all small bags into before placing them into a container.
- Keep lids closed on containers. Make sure your lid is completely closed with no material extending outside of the bin.
- Turn containers against the wind. Turn your containers 90 degrees, so that the side is parallel to the curb and the wind is mostly directed at the back of the bin.
- Wait as long as possible to put your containers at curbside, up to 6 am on collection day. If you can, hold back your trash & recycling container until the next collection day.
- No extra trash or bags: If it does not fit in your containers with the lid closed, hold it back for the next collection.
- Bring containers in ASAP. Empty containers are even more likely to blow away. Try to store your containers as soon after collection as possible.

Appendix A: Villa Documents

The villa home sections of Lake Forest Community Association include 276 attached villas and 24 detached villas totaling 302 homes. The homeowners of the villa homes (both detached and attached) pay additional assessments each year for the maintenance and upkeep of the villa living house.

The villa living house is located in the basement section of Huppahwood Drive, at 1100 N. SOUTHWOOD Lane.

The M&M is a sunny yellow building with a large porch. There are very nice facilities for the residents to sit with your families or warm spring days. As you enter the foyer in the M&M, you will find a room to your right with a library and seating for you and your neighbors. If you look to your left, another room contains the billiard and pool games. That will take another 10 minutes to a minute. As you walk through the foyer, you enter a large dining room area where there is a fireplace, big screen TV, lots of music series with spacious seating available, a full kitchen with every essential, restrooms and a bulletin board displaying upcoming activities and events.

When leaving the building through the rear doors, you will walk into a beautifully landscaped courtyard area with two large grills, a bar area, horseshoe pits, bocce ball, shuffleboard and a patio seating area.

The Villa Living House offers all villa residents the opportunity to share in fun activities, enjoy the great outdoors, get a burger and watch a movie, use a guest house and much more!

All community events are inclusive of all residents and their families. It includes registered Owners and Tenants. You will need an access card for the building. You can contact the estate management office by email (27224.lakeforestca@27224residential.com) or by phone (847) 646-1447 if you do not have a card.

You can also rent the Villa Living House for private events. There is minimal fee and a form to complete for a reservation. You may also get the rental details from the estate management team.

(All Resident Current Events & Activities (includes a calendar in charge of the notice))

- Monday – Meeting from 1:30 pm – 4 pm
- Tuesday – Brunch from 1:30 pm to 4 pm
- Wednesday –
 - o Coffee from 9:30 am to 10 am
 - o Lunch & Friends at 12:30 pm (BPO Lunch)
- Thursday –
 - o Coffee Social from 10 am to 11:30 pm
 - o Games from 2 pm to 4 pm
- Friday – Coffee Social @ 9:30 am
- Book-Club – Monthly

*Schedule is subject to change without notice.

The Villa Social Committee coordinates monthly events which include, but not just as Patio Meet & Greet, Ice-Cream Socials, Thanksgiving Dinners, Holiday Cookie Exchange, New Year's Eve Party, Soup & Sandwich Luncheon, Kentucky Derby Party, Brava & Betty and many other fun and exciting social events.

Issue 2024 Community Association 02/2024

Salem Fields Villa Owners Referendum Ballot

Referendum to Determine Whether to Budget Funds for Villa Meeting House Supplies and Social Activities

The HOA Board of Directors is seeking a determination from the Salem Fields Villa Owners whether to budget as a Limited Common Expense to expend funds to support the Villa Meeting House supplies and Villa Social Committee social activities. Due to the manner in which the Supplementary Declaration for the Salem Fields Villa Owners actions and the Amended and Restated Declaration for Salem Fields ("Declaration") were drafted and recorded, the HOA Board of Directors when including in the Salem Fields Villa Budget a limited Common Expense as part of the Villa Owners Limited Common Expense Assessment must seek approval for such Limited Common Expense from the Villa Owners. In 2021, the Board budgeted \$2,500 for the purpose of providing supplies such as a coffee maker, drinking water service at the Villa Meeting House, and for the Villa Social Committee social activities; however, because the line item benefited only Villa residents and not all residents of Salem Fields, the line item cannot be part of the general budget but must be assessed against Villa Owners as a Limited Common Expense Assessment. The Declaration provides that any expense that falls under Article 6, Section 6.2(a)(2)(D) must be agreed to by a majority of the Villa Owners. As a result, the Board suspended this year's \$2,500(\$6 line item in the HOA general budget and is seeking approval from Villa Owners. **Any expenditure of funds for supplies and Villa Social Committee social activities for the Villa Meeting House will be approved by the HOA Board for the benefit of Villa residents.** The Board has reviewed the current budget and determined that if the referendum is approved, it will not increase the 2022 monthly Villa Limited Common Expense Assessment.

The Board believes the Villa meeting house is currently underutilized by the majority of Villa Residents and would like to improve upon that. All Villa residents have access to the facility with their resident pass. The facility has great indoor and outdoor amenities that we encourage all Villa residents to use.

A majority of the HOA Villa Owners, both attached and detached, is needed to approve the referendum. Ballots are due by May 4, 2022.

Funds to be expended for the OPCA Board of Directors to budget funds as a limited
Contract Support for Villa Meeting House supplies and Villa Social Communitas-
sional activities as approved by the OPCA Board to be viewed as a limited
Contract Support Agreement re each lot in the Villas. Each lot can only be
expended with direct approval of the OPCA Board.

Yes

No

Signature of Owner

Address of Villa

Date

Signature of Owner

Address of Villa

Date

Lot Owner who is a Trust, Corporation, Partnership or other entity

Signature

Date

Print Name and Title

This referendum ballot must be completed, signed, dated and received by 4:00PM on May 4, 2022.
to:

Secretary, Sabine North Community Association
Sabine North Community Association Office
11175 Appahamond Drive, Fredericksburg, VA 22407
Email: OPCA.Manage@Community.com

KEEP YOUR HOME COOL THIS SUMMER!



\$59 TUNE UP

FREE AIR SCRUBBER
with any system install

833-371-4822
HVACSPECIALISTSOFVA.COM

*10 Things to do
Consider doing to
Your Home
for the Spring!*



- Take a Look at the Roof
- Clean the Gutters
- Inspect the Concrete
- Run Outside Faucets
- Give Your AC Some Attention
- Check Out the Deck Boards & Railings
- Repair and Reseal Woodwork
- Run the Sprinklers
- Inspect Doors & Windows
- Spruce Up Your Lawn & Landscape



**YOUR NEIGHBOR AND
LOCAL
REAL ESTATE EXPERT
FOR THE LAST 15
YEARS**

Ruthie Beck
(540) 455-8374
rbeck@cbeta.com

*Licensed in the
Commonwealth of
Virginia*



COLDWELL BANKER | ELITE

Madalin E. Jackson

**Author of the Writers
Block Cozy Mystery
Series**

**The Caroline Caper, Hunt for
Murder, and Haunted to Death**



madalin60@verizon.net

madalinjacksonauthor.wordpress.com

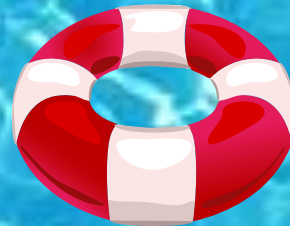
SEE YOU

AT THE

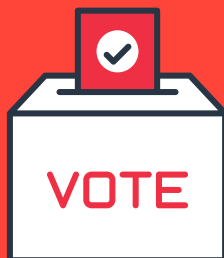
pool

**saturday.
may 28th
11 am - 8 pm**

OPENING DAY



2022



ANNUAL MEETING

**2022 ANNUAL MEETING WILL BE
HELD ON TUESDAY, JUNE 28, 2022
6:00 PM REGISTRATION
7:00 PM MEETING**

More details to follow.



Manage & Pay Your Charges & Assessments Online

We provide a convenient and secure way for you to manage and make payments online through **ClickPay**. Call started by following the instructions listed below.



Creating Your Profile

Visit www.ClickPay.com/FirstService, click Register, and then create your online profile.

Account Already Exists?

If you already have a profile, please log in or contact us if you need assistance. If you have already been pre-registered with ClickPay, that will allow you to enter the activation email sent to you or simply request a password reset that is sent to the email address associated with your account.



Connecting Your Property

Enter the FirstService Residential account number found on your statement or coupon and the Last Name listed on the property agreement.

Last Name Entered the Wrong?

If you've entered the wrong last name, the last name of the business associated with your account.

Account Not Found?

If you're having trouble connecting to your existing account, enter your account number or coupon code. You will be required to verify your identity with a security code that is emailed to you.



Setting Up Payments

From the home screen, select **Auto Pay** in order to set up automatic recurring payments or select **Pay Now** to make one-time payments.

Setting a Payment Option

When setting up one-time or automatic payments, you will be required to select a card or setting payment option. Contact customer support at 888-333-3333 for more information regarding our payment options.



Managing Your Account

From the home screen, select **My Account** in order to:

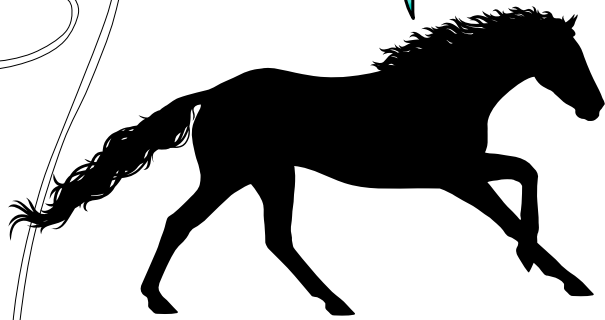
- ✓ Manage or update your Profile
- ✓ View Your Ongoing Payment History
- ✓ Manage or Add/Remove Payment Options
- ✓ Add or Remove additional properties



Need Additional Help? Visit www.ClickPay.com/GetHelp or call 1-888-333-3333 (option 5)

Good bye
winter






Villa
RESIDENTS

*You Are Invited to a
Kentucky Derby Watch Party*

*Come out and enjoy the
company of your neighbors
for indoor and outdoor
games, light refreshments
and television coverage of
the Kentucky Derby.*

Don't forget your hats!!

A large, golden horseshoe with a red rose at the bottom. The horseshoe has several white dots along its inner curve. The rose is red with green leaves.

**Saturday,
May 7,
4:00 - 7:30
PM**

Villa Meeting House, 11100 N. Scottwood Lane

VILLA RESIDENTS

Bocce Ball & BeBop
April 22, 2022
at 6:00 pm

VMH 11100 N. SCOTTWOOD LANE



Sunfish Swim Meets 2022 Season



June 15th

June 22nd

July 13th



(Pool closes to general public at 4 pm)

OB
EY
TRAFFIC
SIGNS

book CLUB



1ST MONDAY OF
EACH MONTH

SFCA COMMUNITY CENTER
11125 RAPPAHANNOCK DRIVE

As the weather turns warmer and more people are hosting guests, the Parking Committee would like to remind you of a few things!

- The private streets in the attached villa and townhouse sections do not allow street parking. Street parking does not leave enough room for emergency vehicles.
- If you need overflow parking, the clubhouse parking lot is available!
- Be sure to lock your cars and store your valuables!
- If you are having a gathering in the single family or detached villa areas, be a good neighbor! Communicate with your neighbors if your guests need to park in front of their houses.

VOTE FORUM

SALEM FIELDS COMMUNITY ASSOCIATION

NOTE: NAME: COMPLETE FIRST, LAST AND VOTE IN THE AREA IN BLUE

TRAIL NAME	TRAIL NO.	TRAIL TYPE	TRAIL LENGTH	TRAIL STATUS	TRAIL NO.	TRAIL TYPE	TRAIL LENGTH	TRAIL STATUS	TRAIL NO.	TRAIL TYPE	TRAIL LENGTH	TRAIL STATUS	TRAIL NO.	TRAIL TYPE	TRAIL LENGTH	TRAIL STATUS
TRAIL 1	1	1.0	1.0	1.0	1	1.0	1.0	1.0	1	1.0	1.0	1.0	1	1.0	1.0	1.0
TRAIL 2	2	2.0	2.0	2.0	2	2.0	2.0	2.0	2	2.0	2.0	2.0	2	2.0	2.0	2.0
TRAIL 3	3	3.0	3.0	3.0	3	3.0	3.0	3.0	3	3.0	3.0	3.0	3	3.0	3.0	3.0
TRAIL 4	4	4.0	4.0	4.0	4	4.0	4.0	4.0	4	4.0	4.0	4.0	4	4.0	4.0	4.0
TRAIL 5	5	5.0	5.0	5.0	5	5.0	5.0	5.0	5	5.0	5.0	5.0	5	5.0	5.0	5.0
TRAIL 6	6	6.0	6.0	6.0	6	6.0	6.0	6.0	6	6.0	6.0	6.0	6	6.0	6.0	6.0
TRAIL 7	7	7.0	7.0	7.0	7	7.0	7.0	7.0	7	7.0	7.0	7.0	7	7.0	7.0	7.0
TRAIL 8	8	8.0	8.0	8.0	8	8.0	8.0	8.0	8	8.0	8.0	8.0	8	8.0	8.0	8.0
TRAIL 9	9	9.0	9.0	9.0	9	9.0	9.0	9.0	9	9.0	9.0	9.0	9	9.0	9.0	9.0
TRAIL 10	10	10.0	10.0	10.0	10	10.0	10.0	10.0	10	10.0	10.0	10.0	10	10.0	10.0	10.0
TRAIL 11	11	11.0	11.0	11.0	11	11.0	11.0	11.0	11	11.0	11.0	11.0	11	11.0	11.0	11.0
TRAIL 12	12	12.0	12.0	12.0	12	12.0	12.0	12.0	12	12.0	12.0	12.0	12	12.0	12.0	12.0
TRAIL 13	13	13.0	13.0	13.0	13	13.0	13.0	13.0	13	13.0	13.0	13.0	13	13.0	13.0	13.0
TRAIL 14	14	14.0	14.0	14.0	14	14.0	14.0	14.0	14	14.0	14.0	14.0	14	14.0	14.0	14.0
TRAIL 15	15	15.0	15.0	15.0	15	15.0	15.0	15.0	15	15.0	15.0	15.0	15	15.0	15.0	15.0
TRAIL 16	16	16.0	16.0	16.0	16	16.0	16.0	16.0	16	16.0	16.0	16.0	16	16.0	16.0	16.0
TRAIL 17	17	17.0	17.0	17.0	17	17.0	17.0	17.0	17	17.0	17.0	17.0	17	17.0	17.0	17.0
TRAIL 18	18	18.0	18.0	18.0	18	18.0	18.0	18.0	18	18.0	18.0	18.0	18	18.0	18.0	18.0
TRAIL 19	19	19.0	19.0	19.0	19	19.0	19.0	19.0	19	19.0	19.0	19.0	19	19.0	19.0	19.0
TRAIL 20	20	20.0	20.0	20.0	20	20.0	20.0	20.0	20	20.0	20.0	20.0	20	20.0	20.0	20.0

THE BOARD MEMBERS OF THE ASSOCIATION HAVE BEEN APPROVED BY THE BOARD OF DIRECTORS AND THE BOARD OF DIRECTORS HAS APPROVED THE BOARD OF DIRECTORS.

NAME: _____
 ADDRESS: _____
 PHONE: _____

VOTE FOR TRAIL ENTRANCE NAMES

PLEASE PRINT NAME OF TRAIL ENTRANCE
 IN THE SPACE PROVIDED
 IN THE BLUE AREA

WELCOME HOME

Many of the services and amenities our community has to offer, were proud to be professionally managed by FirstService Residential.



FirstService Residential
CONNECT

You're Invited to Register to Connect™!

FirstService Residential is excited to present the FirstService Residential Connect™ Resident Portal, a tool that makes it easy to stay connected to your community professionals - anytime (24 hours a day) 7 days a week from anywhere. With just a few clicks, you can:

- ▶ Update Communication Preferences
- ▶ Communicate with your property manager, board members and neighbors
- ▶ Access community forms and documents
- ▶ Pay association fees
- ▶ And so much more!

We've built in additional security safeguards to make sure your information is secure, so all residents must register to use the new FirstService Residential Connect Resident Portal. Register today!



Step 1: Log into <https://SilverFields.connectfirstres.com>

Step 2: Click Log In button and select the option to **Create Account**

Step 3: Follow on-screen prompts.

FirstService Residential Connect™ is another way that FirstService Residential makes a difference, every day in the communities we manage.

If you have any questions or need any assistance, please call our FirstService Residential Customer Care Center at 703.369.7133.

Download the app today!



FirstService
RESIDENTIAL
Making a Difference Every Day