

RIDGEWOOD CLUSTER ASSOCIATION

GOVERNING DOCUMENTS &

HOMEOWNER

HANDBOOK

ADOPTED MAY 1998

UPDATED JULY 2023

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I. INTRODUCTION

These documents are designed to ensure that all members of the Ridgewood Cluster Association, prospective and current, have adequate opportunity to acquaint themselves both with the Association and with its governing rules and regulations.

Every member of the Association is also a member of the Reston Association (referred to as 'RA'). Reston's covenants and regulations are contained in the Governing Documents of the Reston Association, which includes Reston's Protective Covenants (Deed of Dedication of Reston), Articles of Incorporation, and Bylaws. Those documents, which are available to all homeowners directly from the offices of the Reston Association, define the rights, responsibilities, and obligations of all members with regard to the covenants and regulations of the Reston Association.

The Reston Deed is also the enabling document underlying the authority of each cluster association within Reston. The Deed designates each board of directors as the responsible agent for conducting the business of the association including, but not limited to, the assessment and collection of annual dues and the maintenance of common property.

To carry out its mandate, each board of directors is empowered to establish rules and regulations in accordance with the provisions of the bylaws and articles of incorporation for its association. It is important to note that the governing documents of each association serve to supplement and delineate, but not supersede, those of the Reston Association.

Every member of the Ridgewood Cluster Association has a legal responsibility to ensure that they, their tenants, and their visitors comply with the provisions of these Documents. As changes in the Association's policies and regulations are made, updates are periodically distributed to members at no additional charge.

Important announcements and assessment invoices are distributed by mail or email. Each member has a responsibility to keep the Association informed of any changes of ownership of Ridgewood Cluster property, changes in their address of record, and changes to their mailing and email addresses.

The Documents are divided into seven sections that cover various aspects of the Ridgewood Cluster Association:

Section II provides general information about Ridgewood Cluster.

Section III reproduces the **Deeds of Dedication**, Subdivision, Resubdivision, Deed of Conveyance and Easement Agreement filed with Fairfax County, Virginia. Copies of documents for both Section I (lots 1 through 55), dated April 9, 1987, and Section II (lots 56 through 99) dated June 1, 1987, are included.

Section IV includes copies of the original **Articles of Incorporation** for the Association. The Articles of Incorporation serve to record the name of the corporation; the purposes for which the corporation was

organized; the provisions for regulating internal affairs; responsibilities vested in the directors; initial mailing address; and the names of the initial directors.

Section V is the Bylaws of the Association. The Bylaws identify the original office of the corporation; membership in the corporation; requirements for the meeting of its members; corporation directors' powers, terms, qualifications, notification requirements, quorums, and other related requirements; officers and their election, power and duties; designation of special committees; ability to amend the Bylaws; and other additional rights, duties and powers.

Section VI constitutes the Rules and Regulations that govern the day-to-day operations and management of the Association, including provisions for the collection of dues and assessments and maintenance of the common property.

Section VII is a compendium of useful information including the address and telephone number of the Association, the names, positions, and terms of the Association's Board of Directors, and providers of Association services. Much of the information in this section is subject to change and will be updated on a regular basis. Homeowners may obtain current information by emailing the Association.

This release of the Ridgewood Cluster Association Disclosure Documents supersedes all previous issues.

II. GENERAL INFORMATION

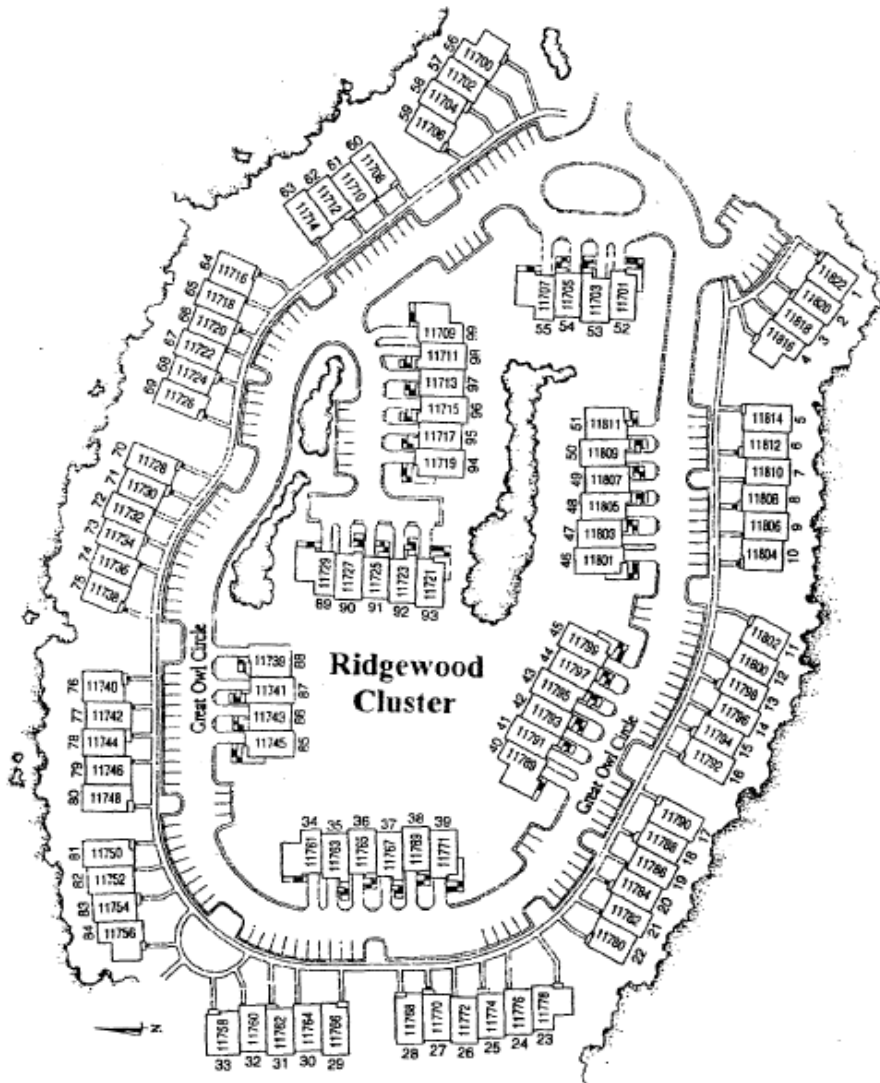
Ridgewood Cluster includes all 99 townhouses on Great Owl Circle in the Northpoint area of Reston. While the townhouses and their adjoining properties are individually owned, streets, sidewalks, playground, parking areas, streetlights, and common grounds are owned and maintained by the Ridgewood Cluster Association, a nonprofit, non-stock Virginia corporation consisting of all Ridgewood Cluster homeowners. Funds for Ridgewood Cluster Association operation are derived primarily from an annual assessment determined by the Association's Board of Directors.

It is important to note that the Annual Meeting of Homeowners is normally held in June. At this meeting, Directors are elected to fill expired or vacated seats on the Board, the budget and annual assessment are presented, and important Association business is conducted. Although all residents of Ridgewood are invited to attend these meetings; only homeowners are entitled to elect Directors and to vote on Association business. Notices of the meeting will be mailed to the homeowners in advance of the meeting.

Apart from the Annual Meeting, the Board of Directors meets as needed, normally three times a year. The Board of Directors consists of five members (Section VII) who are responsible for the operation of Ridgewood Cluster including maintenance of the common areas, enforcement of the Association's rules and regulations, and the determination and collection of all assessments and fees. Homeowners and their tenants are invited to attend the public portion of any Board meeting and may obtain the location of the next meeting by contacting Ridgewood Cluster's TWC Association Manager at (703) 437-5800.

It is recommended that homeowners wishing to schedule presentations before the Board of Directors notify the Association Manager prior to the meeting.

Ridgewood Cluster is part of Reston, a planned community. Accordingly, additions or changes to the outside appearance of any townhouse within the Cluster, including but not limited to colors, patios, decks, windows, lighting, privacy fences, and major landscaping must receive prior approval by the Design Review Board (DRB) of the Reston Association. Procedures for obtaining approvals are available through the offices of the Reston Association.



III. DEEDS OF DEDICATION

This section reproduces the Deeds of Dedication, Subdivision, Resubdivision, Deed of Conveyance and Easement Agreement filed with Fairfax County, Virginia. Documents for both Section I (lots 1 through 55), dated April 9, 1987, and Section II (lots 56 through 99) dated June 1, 1987, are included herein.

Ridgewood Cluster
Section 1: Lots 1-55

RETURN TO: WESTON LAND CORPORATION
11000 SUPREME VALLEY DRIVE
WESTON, VIRGINIA 22091

THIS DEED OF DEDICATION, SUBDIVISION, RESUBDIVISION, DEED OF CONVEYANCE AND EASEMENT AGREEMENT entered into this 9th day of April, 1987 by and between WESTON LAND CORPORATION, a Delaware Corporation authorized to conduct business in the Commonwealth of Virginia (hereinafter referred to as RLC), party of the first part; THE FAIRFAX COUNTY WATER AUTHORITY, a body corporate (hereinafter referred to as F.C.W.A.), party of the second part; THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA (hereinafter referred to as County), a body corporate and politic, party of the third part; RIDGEWOOD CLUSTER ASSOCIATION, a non-stock Virginia corporation, party of the fourth part, and THE PLATON HOME OWNERS ASSOCIATION, a Virginia non-stock corporation (hereinafter referred to as PHOA), party of the fifth part.

WHEREAS, RLC is the owner of a portion of land in Parcel 2 WESTON, containing 6.71815 acres more or less having acquired same from John Hancock Mutual Life Insurance Company by deed recorded in Deed Book 4926 at page 229; et seq. among the land records of Fairfax County; and

WHEREAS, RLC desires to subdivide the aforesaid 6.71 acre portion of Parcel 2 into Block 3A, Section 55, and to further resubdivide Block 3A, Section 55 into fifty-five (55) lots and Parcels "A" and 97, Block 3A Section 55 to grant an ingress and egress easement over private streets for the use of County emergency vehicles and including law enforcement officers, police squad personnel and fire fighting personnel while in pursuit of their duties and for the enforcement of cleared emergency vehicle access on the private streets and common driveway herein dedicated; to grant easements for sanitary sewer, storm sewer and storm drainage to the County as shown on attached plat; to grant easements and rights of way to F.C.W.A. as shown on the attached plat for the purpose of installing, constructing, operating and maintaining pipes or future water mains and related facilities; and further to subject all of the land in Block 3A, Section 55, (lots including Parcel "A" and Parcel 97 to the Protective Covenants and Restrictions contained in the Deed of Dedication of Weston, Section One as the same is recorded Deed Book 2431 at page 119, and amended in Deed Book 2501 page 373, Deed Book 2750 at page 130, Deed Book 5942 at 1129 and Deed Book 6072 at page 69;

STATE TAX 15
COUNTY TAX 65
TRANSFER FEE 6.00
RECORDING FEE 2.00
GRADATION TAX 1.50
29.70

651016 APR 14 1987

D E D I C A T I O N
N O W , T H E R E F O R E , T H I S D E E D O F D E D I C A T I O N ,
S U B D I V I S I O N , R E S U B D I V I S I O N , D E E D O F
C O N V E Y A N C E , A N D E A S E M E N T A G R E E M E N T

W I T N E S S E T H :

That for and in consideration of the premises, Reston Land Corporation does hereby subdivide a portion of Parcel 2, Reston (as more particularly described in Exhibit "A" attached hereto and made a part hereof) into Block 3A, Section 55, Reston and further does resubdivide Block 3A, Section 55 into Lots "1" through 55 (both inclusive) and Parcel "A" and Parcel 97, Block 3A, Reston, Section 55, all as shown on the plat of Urban Engineering, attached hereto and made a part hereof, and does hereby declare that said dedication, subdivision and resubdivision is made with its free consent, in accordance with the desires of the owners and proprietors of said land and in accordance with the Statutes of Virginia governing the platting of land, said plat of subdivision having been duly approved by the proper authorities of Fairfax County, Virginia, as is evidenced by their endorsement thereon.

AND FURTHER, that for and in consideration of One Dollar (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, and other good and valuable consideration, Reston Land Corporation hereby grants and conveys:

1. unto the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, easements and rights-of-way for the purpose of constructing, operating, maintaining, adding to or altering present or future sanitary sewer lines, including house connection lines, plus necessary manholes and appurtenances for the collection of sewage and its transmission through and across said property as shown on the attached plat; and

2. unto the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, easements and rights-of-way for the purpose of constructing, operating, maintaining, adding to or altering present or future storm sewer lines or other storm drainage structures or facilities plus necessary inlet structures and appurtenances for the collection of storm sewage and its transmission through and across said property as shown on the attached plat to and including the 100 year flood plain shown and described on said plat.

Easements for the installation and maintenance of underground utilities, supply and transmission lines, to and including but not limited to cable television transmission lines, drainage facilities and walkways are reserved to Reston Land Corporation, and assigns, through all areas shown on the attached plat, whether within the boundaries of residential lots or in common areas, except only approved building and driveway areas. Such easements shall include the right of ingress and egress provided that any damage resulting from the installation, maintenance or repair of the underground utility, supply or transmission line, drainage facility or walkway shall be promptly repaired or replaced at the expense of the corporation or authority which directed the entry.

AND FURTHER, that for and in consideration of One Dollar (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged and other good and valuable consideration, Reston Land Corporation hereby grants and conveys:

Unto the FAIRFAX COUNTY WATER AUTHORITY, its successors and assigns, the easement(s) and right(s) of way shown on the attached plat as "F.C.W.A. EASEMENT" for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains including fire hydrants, valves, meters, building service connections and other appurtenant facilities together with all rights and privileges reasonably necessary to the exercise of the easement and right-of-way including, but not limited to, the right to use abutting land adjoining the easement when necessary for actual construction and maintenance. All water mains and appurtenant facilities which are installed in said easements and rights-of-way shall be or become (when accepted) and remain the property of the authority, its successors and assigns.

At such time as any portion of the land within the above-described easement is accepted by the Commonwealth of Virginia or any appropriate agency thereof for maintenance into the state highway system, all easement rights acquired by the authority by this instrument in such portion of land shall cease and determine, provided that the Commonwealth of Virginia or an appropriate agency thereof concurrently grants to the Authority all necessary permits for the continued operation, maintenance, inspection, repair and replacement of its water mains and appurtenant facilities at said location.

The parties of the first and fourth part covenant to all of Lots 1 through 55, inclusive, and Parcel "A" and Block 3A, Reston, Section 55, are hereby subjected to the covenants and restrictions contained in the deed of Dedication of Reston, Section One recorded in Deed Book at page 319, and amended in Deed Book 2502 at page 373, Book 2759 at page 190, Deed Book 5947 at page 1127 and Deed Book 6072 at page 69 among said land records, which covenants and restrictions are incorporated herein by reference as though set forth in haec verba. Further, to the extent that the term "Developer of Reston" is used in the aforesaid covenants, this shall mean Reston Land Corporation, its successors and assigns, and the term "Association" shall mean Reston Home Owners Association.

The parties of the first and fourth part covenant to all of the aforesaid lots in Block 3A and Parcel "A" are also subject to the following additional covenants and restrictions, for the purpose of complying with the applicable portions of Sections 2-701, 2-702 and 2-703 of the Zoning Ordinance of Fairfax County, Virginia, as amended June 12, 1978, and in effect on the date of this deed of resubdivision.

1. The Ridgewood Clusters Association, party of the fourth part herein, shall not be dissolved, nor shall Parcel "A" or any portion thereof, or any other common open spaces subsequently acquired by the said association, be disposed of, by sale or otherwise, except to an organization conceived and organized to own and maintain the common open spaces, without first offering to dedicate the same to the County of Fairfax or other appropriate governmental agency.

2. No lands in Parcel "A" or other common open spaces shall be denuded, defaced or otherwise disturbed in any manner at any time without the approval of the Director of Environmental Management of the County of Fairfax, Virginia.

3. All Fairfax County law enforcement officers, animal control wardens, rescue squad personnel, and fire fighting personnel may enter upon the said Parcel "A" and any other common property subsequently acquired by the party of the fourth part, while in the pursuit of their duties, and in the case of private streets and common driveways, for the enforcement of cleared emergency vehicle access.

It is stipulated by all parties hereto that the provisions of paragraphs 6 through 13, inclusive, of Section 2-702 of the said Zoning Ordinance do not apply to the lots and parcel contained in said Block 3A, Reston, Section 55, by reason of the fact that the Director of Environmental Management has not made, with respect to Reston, the determination required as a condition precedent to such application. In all other respects, where the said Zoning Ordinance imposes greater restrictions on the use of the said lots or parcels than are required by the said covenants and restrictions, the Zoning Ordinance shall govern.

WITNESSETH FURTHER, that for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey unto Ridgewood Cluster Association, the party of the fourth part, with GENERAL WARRANTY of Title, all that certain lot or parcel of land together with improvements thereon, situate and being in the Centreville District, Fairfax County, Virginia, and being more particularly described as follows:

All of Parcel "A", Block 3A, Reston, Section 55, as shown on the plat attached hereto and made a part hereof.

SUBJECT TO the protective covenants, restrictions, charges, liens and easements contained in the Deed of Dedication of Section One, Reston, recorded in Deed Book 2431 at page 319 and as amended in Deed Book 2502 at page 373, Deed Book 2750 at page 130, Deed Book 3947 at page 1227 and Deed Book 6072 at page 69, which are incorporated herein by reference; and further subject to the provisions of the valid ordinances of the County of Fairfax, Virginia, in effect as of the date hereof; and

SUBJECT TO the non-exclusive right and privileges in the owners of the residential lots in Ridgewood Cluster for themselves and their invitees entering upon and using all of the parking areas, streets, open spaces, paths and other facilities located now or hereafter upon the above-described parcel, subject to the reasonable regulations and by-laws of the Ridgewood Cluster Association; and

SUBJECT TO perpetual easements for the maintenance, repair and replacement of underground footings, footing drains and cornices, eaves and windows, if any, which project into the cluster common area, hereby conveyed, which easements are reserved to Reston Land Corporation, its successors and assigns for conveyance to the respective purchasers of lots in Ridgewood Cluster; and

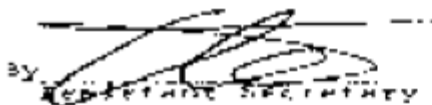
SUBJECT TO the rights of Reston Land Corporation, its successors and assigns to enter and re-enter upon parcel conveyed hereby for the purpose of construction and otherwise completing improvements in accordance with the applicable site plan on file with the Director of the Department of Environmental Management, County of Fairfax, such right to continue in existence until Reston Land Corporation, its successors and assigns, released from its obligations under the terms of the applicable Site Plan Agreement and any applicable ho in connection therewith.

SUBJECT TO the right of Reston Land Corporation or its successors or assigns, to enter the premises for the purpose of constructing or maintaining any easement area which may be hereafter granted by Reston Land Corporation pursuant to the Protective Covenants and Restrictions for Reston, Section One, as recorded in Deed Book 2431 at page 319, amended in Deed Book 250 At page 373, Deed Book 2750 at page 130, Deed Book 5 at page 1127 and Deed Book 6072 at page 69.

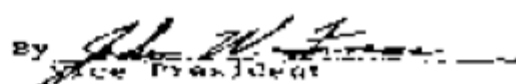
The party of the first part covenants that it has th right to convey the said property; that it has done so as to encumber the same, except as above stated; the party of the fourth part shall have quiet possession thereof, free from all encumbrances, except as above stated; and the pa of the first part will execute such further assurances of title as may be requisite.

WITNESS the following signatures and seals:

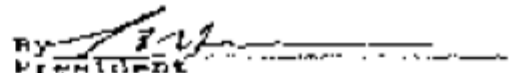
ATTEST:

BY  ASSISTANT SECRETARY

RESTON LAND CORPORATION,
a Delaware Corporation

By  Vice President

RIDGEWOOD CLUSTER ASSOCIATI
a Virginia nonstock corpor

By  PRESIDENT

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the County and State aforesaid do hereby certify that John W. Farris whose name is signed as Vice President of Reston Land Corporation to the foregoing Deed of Dedication, Subdivision, Resubdivision, Deed of Conveyance and Easement Agreement bearing date on the 9th day of April, 1987, has appeared before me and acknowledged same to be the act of Reston Land Corporation.

GIVEN under my hand and seal this 9th day of April, 1987.

Joan M. Struck
Notary Public

My Commission expires:

Sept. 30, 1990

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the County and State aforesaid do hereby certify that L. E. Sherman whose name is signed as President of Ridgewood Cluster Association to the foregoing Deed of Dedication, Subdivision, Resubdivision, Deed of Conveyance and Easement Agreement bearing date on the 7th day of April, 1987, has appeared before me and acknowledged the same to be the act of Ridgewood Cluster Association.

Charlotte G. Marchal
Notary Public
Commissioned As Charlotte G. Marchal

My Commission expires:

November 1, 1988

RETURN TO: RESTON LAND CORPORATION
11000 SUNRISE VALLEY DRIVE
RESTON, VIRGINIA 20191

6350 2/11/91 104 507

XII.

THIS DEED OF DEDICATION, FOR DIVISION, RESUBDIVISION AND OF CONVEYANCE AND EASEMENT AGREEMENT entered into 1st day of July, 1987 by and between RESTON LAND CORPORATION, a Delaware Corporation authorized to conduct business in the Commonwealth of Virginia (hereinafter referred to as RLC), party of the first part; THE/FAIRFAX COUNTY WATER AUTHORITY, a body corporate (hereinafter referred to as F.C.W.A.), party of the second part; THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA (hereinafter referred to as County), a body corporate political party of the third part; RIDGEWOOD CLUSTER ASSOCIATION, a non-stock Virginia corporation, party of fourth part; and the RESTON HOME OWNERS ASSOCIATION, a Virginia non-stock corporation (hereinafter referred to as RHOA), party of the fifth part.

WHEREAS, RLC is the owner of a portion of land in Parcel 2 RESTON, containing 7.46126 acres more or less having acquired same from John Hancock Mutual Life Insurance Company by deed recorded in Deed Book 4926 at page 72 et seq. among the land records of Fairfax County; and

WHEREAS, RLC desires to subdivide the aforesaid acre portion of Parcel 2 into Block 3B, Section 55, and to further resubdivide Block 3B, Section 55 into forty-four (44) lots and Parcels "A" and 98, Block 3B Section 55; to grant an ingress and egress easement of private streets for the use of County emergency vehicle and including law enforcement officers, rescue squad personnel and fire fighting personnel while in pursuit their duties and for the enforcement of cleared emergency vehicle access on the private streets and common drive herein dedicated; to grant easements for sanitary sewer, storm sewer, flood plain and storm drainage to the County shown on the attached plat; to grant easements and right way to F.C.W.A. as shown on the attached plat for the purpose of installing, constructing, operating and maintaining present or future water mains and related facilities; and further, to subject all of the land in Block 3B, Section 55, Section including Parcel "A" and Parcel 98 to the Protective Covenants and Restrictions contained in Deed of Dedication of Reston, Section One as the same recorded in Deed Book 2431 at page 119, and amended in Deed Book 2562 at page 373, Deed Book 2750 at page 136, Deed Book 2947 at page 1127 and Deed Book 4072 at page 691.

NOW, THEREFORE, THIS DEED OF DEDICATION,
SUBDIVISION, RESUBDIVISION, DEED OF
CONVEYANCE AND EASEMENT AGREEMENT

W I T N E S S E T H:

That for and in consideration of the premises, Reston
Land Corporation does hereby subdivide a portion of
Parcel 2, Reston (as more particularly described in Exhibit
"A" attached hereto and made a part hereof) into Block 3B,
Section 55, Reston and further does resubdivide Block 3B,
Section 55 into Lots 36 through 99 (both inclusive) and
Parcel "A" and Parcel 98, Block 3B, Reston, Section 55,
all as shown on the plat of Urban Engineering, attached
hereto and made a part hereof, and does hereby declare that
said dedication, subdivision and resubdivision is made with
its free consent, in accordance with the desires of the
owners and proprietors of said land and in accordance with
the Statutes of Virginia governing the platting of land,
said plat of subdivision having been duly approved by the
proper authorities of Fairfax County, Virginia, as is
evidenced by their endorsement thereon.

AND FURTHER, that for and in consideration of One
Dollar (\$1.00) cash in hand paid, receipt whereof is hereby
acknowledged, and other good and valuable consideration,
Reston Land Corporation hereby grants and conveys:

1. Unto the BOARD OF SUPERVISORS OF FAIRFAX COUNTY,
VIRGINIA, easements and rights-of-way for the purpose of
constructing, operating, maintaining, adding to or altering
present or future sanitary sewer lines, including house
connection lines, plus necessary manholes and appurtenances
for the collection of sewage and its transmission through
and across said property as shown on the attached plat; and
2. Unto the BOARD OF SUPERVISORS OF FAIRFAX COUNTY,
VIRGINIA, easements and rights-of-way for the purpose of
constructing, operating, maintaining, adding to or altering
present or future storm sewer lines or other storm drainage
structures or facilities plus necessary inlet structures and
appurtenances for the collection of storm sewage and its
transmission through and across said property as shown on
the attached plat to and including the flood plain shown
and described on said plat.

2. Unto the BOARD OF SUPERVISORS OF FAIRFAX COUNTY VIRGINIA, an easement and right-of-way for ingress and egress for County emergency vehicles to and including law enforcement officers, reserve squad personnel and fire fighting personnel while in pursuit of their duties over private streets, as shown on the plat attached and for the enforcement of cleared emergency access for said vehicle over said streets and common areas.

The easements thus granted to the County are subject the following conditions:

(1) All sewers, manholes, inlet structures and rights-of-way shall be and remain the property of the County, its successors and assigns.

(2) The County and its agents shall have full free use of said easements and rights-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easements or rights-of-way including the right of access to and from rights-of-way and the right to use abutting land adjacent the easements where necessary; provided, however, that the right to use abutting land shall be exercised only to the minimum extent necessary for such construction and maintenance and further, this right shall not be construed to allow the County to erect any buildings or structures permanent nature on such abutting land.

(3) The County shall have the right to trim, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easements being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said sewers; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration including backfilling of trenches, the replacement of fences, and reseeding of lawns, and the reseeding of pasture areas, the replacement of shrubbery but not the replacement of structures, trees or other obstructions.

(4) Reston Land Corporation reserves the right to construct and maintain roadways over said easements and make any use of the easements herein granted which may be inconsistent with the right herein conveyed, or interfere with the use of said easements by the County for the purposes named; provided, however, that Reston Land Corporation shall not erect any building or other structure excepting fences, on the easement without obtaining the prior written approval of the County.

Easements for the installation and maintenance of underground utilities, supply and transmission lines, to and including but not limited to cable television transmission lines, drainage facilities and walkways are reserved to Reston Land Corporation, and assigns, through all areas shown on the attached plat, whether within the boundaries of residential lots or in common areas, except only approved building and driveway areas. Such easements shall include the right of ingress and egress provided that any damage resulting from the installation, maintenance or repair of the underground utility, supply or transmission line, drainage facility or walkway shall be promptly repaired or replaced at the expense of the corporation or authority which directed the entry.

AND FURTHER, that for and in consideration of One dollar (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged and other good and valuable consideration, Reston Land Corporation hereby grants and conveys:

Unto the FAIRFAX COUNTY WATER AUTHORITY, its successors and assigns, the easement(s) and right(s) of way shown on the attached plat as "F.C.W.A. EASEMENT" for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing present or future water mains including fire hydrants, valves, meters, building service connections and other appurtenant facilities together with all rights and privileges reasonably necessary to the exercise of the easement and right-of-way including, but not limited to, the right to use abutting land adjoining the easement when necessary for actual construction and maintenance. All water mains and appurtenant facilities which are installed in said easements and rights-of-way shall be or become (when accepted) and remain the property of the authority, its successors and assigns.

At such time as any portion of the land within the above-described easement is accepted by the Commonwealth of Virginia or any appropriate agency thereof for maintenance into the state highway system, all easement rights acquired by the authority by this instrument in such portion of land shall cease and determine, provided that the Commonwealth of Virginia or an appropriate agency thereof concurrently grants to the Authority all necessary permits for the continued operation, maintenance, inspection, repair and replacement of its water mains and appurtenant facilities in said location.

The parties of the first and fourth part covenant all of lots 56 through 99, inclusive, and Parcel "A" in Block 3B, Reston, Section 55, are hereby subjected to the covenants and restrictions contained in the Deed of Dedication of Reston, Section One recorded in Deed Book at pages 318, and amended in Deed Book 2502 at page 373, Book 2750 at page 130, Deed Book 5947 at page 1127 and Book 6072 at page 69 among said land records, which covenants and restrictions are incorporated herein by reference as though set forth in haec verba. Further, the extent that the term "Developer of Reston" is used in the aforesaid covenants, this shall mean Reston Land Corporation, its successors and assigns, and the term "Association" shall mean Reston Home Owners Association.

The parties of the first and fourth part covenant all of the aforesaid lots in Block 3B and Parcel "A" are also subject to the following additional covenants and restrictions, for the purpose of complying with the applicable portions of Sections 2-701, 2-702, and 2-703 of the Zoning Ordinance of Fairfax County, Virginia, as of June 12, 1978, and in effect on the date of this deed of subdivision.

1. The Ridgewood Cluster Association, party of the fourth part herein, shall not be dissolved, nor shall Parcel "A" or any portion thereof, or any other common spaces subsequently acquired by the said association, be disposed of, by sale or otherwise, except to an organization conceived and organized to own and maintain the common spaces, without first offering to dedicate the same to the County of Fairfax or other appropriate governmental agency.

2. No lands in Parcel "A" or other common open spaces shall be subdivided, defaced or otherwise disturbed in any manner at any time without the approval of the Director of Environmental Management of the County of Fairfax, Virginia.

3. All Fairfax County law enforcement officers, code control wardens, rescue squad personnel, and fire fight personnel may enter upon the said Parcel "A" and any other common property subsequently acquired by the party of the fourth part, while in the pursuit of their duties, and in the case of private streets and common driveways, for the enforcement of cleared emergency vehicle access.

It is stipulated by all parties hereto that the provisions of paragraphs 6 through 13, inclusive, of Section 2-702 of the said Zoning Ordinance do not apply to the lots and parcel contained in said Block 3B, Reston, Section 55, by reason of the fact that the Director of Environmental Management has not made, with respect to Reston, the determination required as a condition precedent to such application. In all other respects, where the said Zoning Ordinance imposes greater restrictions on the use of the said lots or parcels than are required by the said covenants and restrictions, the zoning Ordinance shall govern.

WITNESSETH FURTHER, that for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey unto Ridgewood Cluster Association, the party of the fourth part, with GENERAL WARRANTY of Title, all that certain lot or parcel of land together with improvements thereon, situate and being in the Centerville District, Fairfax County, Virginia, and being more particularly described as follows:

All of Parcel "A", Block 3B, Reston, Section 55, as shown on the plat attached hereto and made a part hereof.

SUBJECT TO the protective covenants, restrictions, charges, liens and assessments contained in the Deed Dedication of Section One, Reston, recorded in Deed Book 2431 at page 319 and as amended in Deed Book 2502 at page 373, Deed Book 2750 at page 130, Deed Book 5947 at page 1127 and Deed Book 6072 at page 69, which are incorporated herein by reference; and further subject to the provisions of the valid ordinances of the County of Fairfax, Virginia, in effect as of the date hereof; and

SUBJECT TO the non-exclusive right and privileges in the owners of the residential lots in Ridgewood Cluster for themselves and their invitees entering upon and using all of the parking areas, streets, open spaces, paths and other facilities located now or hereafter upon the above-described parcel, subject to the reasonable regulations and by-laws of the Ridgewood Cluster Association; and

SUBJECT TO perpetual assessments for the maintenance, repair and replacement of underground footings, footing drains and corners, eaves and windows, if any, which project into the cluster common area, hereby conveyed, which assessments are reserved to Reston Land Corporation, its successors and assigns for conveyance to the respective purchasers of lots in Ridgewood Cluster; and


SUBJECT TO the rights of Reston Land Corporation, its successors and assigns to enter and re-enter upon parcel conveyed hereby for the purpose of constructing and otherwise completing improvements in accordance with the applicable site plan on file with the Director of the Department of Environmental Management, County of Fairfax, such right to continue in existence until Reston Land Corporation, its successors and assigns, released from its obligations under the terms of the applicable Site Plan Agreement and any applicable bond in connection therewith.

SUBJECT TO the right of Reston Land Corporation or its successors or assigns, to enter the premises for the purpose of constructing or maintaining any easement areas which may be hereafter granted by Reston Land Corporation pursuant to the Protective Covenants and Restrictions for Reston, Section One, as recorded in Deed Book 2431 at page 319, amended in Deed Book 250 at page 173, Deed Book 2750 at page 130, Deed Book 3 at page 1127 and Deed Book 6072 at page 69.

The party of the first part covenants that it has the right to convey the said property; that it has done so as to encumber the same, except as above stated; the party of the fourth part shall have quiet possession thereof, free from all encumbrances, except as above stated; and the party of the first part will execute such further assurances of title as may be requisite.

WITNESS the following signatures and seals:

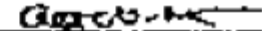
ATTEST:

By  Assistant Secretary

RESTON LAND CORPORATION,
a Delaware Corporation

By  Vice President

EDGEWOOD CLUSTER ASSOCIATION
a Virginia non-stock corporation

By  President

STATE OF VIRGINIA

CITY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the County of Fairfax, State aforesaid do hereby certify that John W. Berman whose name is signed as Vice President of Reston Land Corporation to the foregoing Deed of Dedication, Subdivision, and Easement Agreement, dated on the 15th day of June, 1987, has appeared before me and acknowledged same to be the act of Reston Land Corporation.

GIVEN under my hand and seal this 15th day of June, 1987.

Joan D. Smith
Notary Public

Commission expires:

pt. 30, 1990

STATE OF VIRGINIA

CITY OF FAIRFAX, to-wit:

I, the undersigned Notary Public in and for the County of Fairfax, State aforesaid do hereby certify that G. P. [unclear] whose name is signed as President of Ridge Wood Cluster Association to the foregoing Deed of Dedication, Subdivision, and Easement Agreement, dated on the 3rd day of June, 1987, has appeared before me and acknowledged the same to be the act of Ridge Wood Cluster Association.

Burke K. Smith
Notary Public

Commission expires:

10/15/87

IV. ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

RIDGEWOOD CLUSTER ASSOCIATION

We hereby associate to form a non-stock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, and to that end set forth the following:

1. The name of the corporation is to be Ridgewood Cluster Association.
2. The purpose or purposes for which the corporation is organized are:
 - a. To take title to, hold, maintain, improve and beautify, without profit to itself, for the use in common of all the members thereof, their families, guests, and invitees, such parking areas, streets, open spaces, paths and other facilities, as from time to time may be conveyed to it pursuant to a Deed or Deeds of Subdivision or Resubdivision to be recorded in the Clerk's Office in Fairfax County, enforce the covenants, restrictions, reservations, servitudes, profits, licenses, conditions, agreements, easements, and liens provided for in such Deed or Deeds of Subdivision or any subsequent deed; and to assess, collect, and disburse the charges created under provisions of, said Deed(s); to exercise and otherwise implement all of the rights, duties, obligations, servitudes, easements, licenses and other powers provided for and contained in Article VII of that certain Deed of Amendment to the Deed of Dedication of Reston recorded in Deed Book 6072 at page 69 among the land records of Fairfax County, Virginia.
 - b. To do any and all lawful things and acts that the corporation may from time to time, in its discretion, deem to be for the benefit of the property shown within Blocks 3A and 3B, Section 55, Reston, on the plat attached to the Deed of Subdivision as the said Blocks 3A and 3B Section 55 Reston, are or will be subdivided and recorded among the land records of Fairfax County, Virginia, or on any subsequent plat filed pursuant to the provision of said Deeds (hereinafter referred to as the "Property") and which the owners and inhabitants thereof deem advisable, proper, or convenient for the promotion of their peace, health, comfort, safety, or general welfare.
3. Provisions for the regulations of the internal affairs of the corporation are:
 - (a) The corporation is not organized for pecuniary profit, nor shall it have any power to issue certificates of stock or pay dividends, and no part of the net earnings or assets of the corporation shall be distributed, upon dissolution or otherwise, to any individual. The corporation may pay compensation in reasonable amounts to its members, directors, or officers, for services, including pensions. The corporation may establish from funds collected by it funded reserves for replacement and for working capital, but no such sums may be assessed, collected,

retained or expended unless used for the maintenance, repair, replacement or improvement of the land and facilities of the corporation acquired or in furtherance of the purposes set forth in paragraph 2 above.

(b) The following shall be members of the corporation:

1. Reston Land Corporation, a Virginia corporation (which, together with any successor to all or substantially all its business in developing Blocks 3A and 3B, Section 55, Reston, is referred to herein as the "Developer"), and
2. All persons owning of record any lot (whether in fee simple or life estate) on the Property, except a person taking title as security for the payment of money or the performance of an obligation or contract purchasers.

No person including the Developer shall be a member of the corporation with respect to each lot after he or it ceases to be the owner of record of such lot on the Property.

The directors of the corporation may, after affording the member an opportunity to be heard, suspend any person from membership in the corporation during any period of time when there exists a violation of any of the provisions of the Deed of Subdivision (including, but not limited to, the failure to make any payments to the corporation when due and payable under the terms of said Deed) with respect to the lot he owns or when he is in violation of any rule or regulation adopted by the corporation with respect to the Property.

Each member of the corporation, by becoming such, agrees that he shall be personally responsible for the payment of the charges created under the Deed of Subdivision with respect to the lot he owns and for compliance by himself, his family, guests, and invitees, with the provisions of the said Deed and the rules and regulations adopted by the corporation with respect to the Property.

The qualifications set forth herein for membership in the corporation shall be the only qualifications for such membership.

(c) The members of the corporation shall have the right to vote for the election of directors.

Each member of the corporation shall have one vote, except that:

1. The Developer owning more than one lot shall have the number of votes equal to the number of lots owned.
2. When any lot on the Property is owned of record in joint tenancy or tenancy in common, or in any manner of joint or common ownership, such owners shall collectively be entitled to only that number of votes to which one person would be entitled were he the owner of such lot. Such vote shall be exercised by the majority vote of the owners of record of such lot who are entitled to vote with respect thereto.

- a. The directors may make such regulations as the deem advisable for any meeting of members, in regard to proof of membership in the corporation, evidence of the right to vote, the appointment and duties of inspectors of votes, and such other matters concerning the conduct of the meeting as they shall deem fit.
 - b. The corporation may contract with the Developer or with any other person for the performance, as its agent, or any of the powers, duties, or functions of the corporation which may be lawfully delegated by it.
 - c. The corporation may indemnify any director or officer, or former director or officer, or any person who may have served at its request as a director or officer in accordance with the provisions of Title 13.1875 et seq. of the Code of Virginia (1985 repl. vol.).
1. The management of the affairs of the corporation shall be vested in the directors. Only members of the corporation and designees of the developer shall be eligible to act as directors of the corporation. The length of the initial term of each of the directors constituting the initial Board of Directors is set forth in paragraph 6 below. The first election of directors by the members of the corporation shall be held at the annual meeting of the members. Any vacancy occurring in the initial or any subsequent Board of Directors may be filled at any meeting of the Board of Directors by affirmative vote of the majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director, and if not previously so filled, shall be filled at the next succeeding meeting of the members of the corporation. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director, the vacancy in whose position he was elected to fill.
 2. The post office address of the initial registered office of the corporation is 11800 Sunrise Valley Drive, Suite 1400, Reston, Virginia 22091. The name of the City or County in which the initial registered office is located is the County of Fairfax. The name of the corporation's registered agent is David R. Schults, who is a resident of the State of Virginia and a member of the Virginia State Bar, and whose business office is the same as the registered office of the corporation.
 3. The number of directors constituting the initial Board of Directors is five, and the names and addresses of the persons who are to serve as the initial directors are:

<u>Name</u>	<u>Address</u>
A.G. Van Metre	Route 2, Box 550A, The Plains, VA
C.B. Harmon	7208 Redlac Drive, Clifton, VA 22024
Joseph E. Gleason	6120 Lynley Terrace, Alexandria, VA 22310
S. Michael Kledzik	9017 Fox Grape Lane, Springfield, VA 22152
George E. Ford	8622 Hephplewhite Court, Annandale, VA 22003

These initial directors or the replacement directors designated by the Developer shall hold office until the first annual meeting of members which shall occur after 50% of the dwelling units erected or to be erected on the Property have been sold and conveyed to parties other than the Developer. At the annual meeting of members at which successors to the initial or replacement directors designated by the Developer are elected, the two successors receiving the first and second highest number of votes shall serve terms of three years; the successor receiving the third highest number of votes shall serve a term of two years, and the two successors receiving the fourth and fifth highest number of votes shall serve a term of one year. At all annual meetings of members subsequent to the annual meeting of members at which successors to the initial or replacement directors designated by the Developer are elected, directors shall be elected for terms of three years.

V. BYLAWS

BYLAWS OF RIDGEWOOD CLUSTER ASSOCIATION

ARTICLE I – OFFICES

The principal office of the corporation in the Commonwealth shall be located in the County of Fairfax. The corporation may have such other offices, either within or without the Commonwealth of Virginia, as the directors may from time to time determine.

The corporation shall have and continuously maintain in the Commonwealth of Virginia a registered office and a registered agent whose office is identical with such registered office, as required by the Virginia Non-Stock Corporation Act. The address of the registered office and the registered office may be, but need not be, identical with the principal office of the corporation in the Commonwealth of Virginia.

ARTICLE II – MEMBERSHIP

Section I – Membership in the Corporation. The following shall be members of the Corporation:

- A. Reston Land Corporation or the successor in interest to Reston Land Corporation in the development and construction of dwelling units or any property within Blocks 3A and 3B, Section 55, Reston (hereinafter referred to as the “Developer”);
- B. All persons owning of record (whether in fee simple or life estate) any residential building lot on the property shown on the present or on any subsequently recorded Deed of Subdivision of land within Blocks 3A and 3B, Section 55, Reston. Such lots together with the common area owned by the corporation shall collectively be known as the "Property". A person taking title to any such lot as security for the payment of money or the performance of an obligation shall not be a member of the corporation.

No person or other entity including the Developer shall be a member of the corporation after he or it ceases to be the owner of record of all such lots he or it owns.

The directors of the corporation may, after affording the member an opportunity to be heard, suspend any person from membership in the corporation during any period of time when there exists a violation of any of the provisions of the Deed of Subdivision (including, but not limited to, the failure to make any payment to the corporation when due and payable under the terms of the Deed of Subdivision) with respect to the lot he owns or when he is in violation of any rule or regulation adopted by the corporation with respect to the Property.

Each member of the corporation, by becoming such, agrees that he shall be personally responsible for the payment of the charges created under the Deed of Subdivision with respect to the lot he owns and for compliance by himself, his family, guest, and invitees, with the provision of the said Deed and the rules and regulations adopted by the corporation with respect to the Property.

The qualifications set forth herein for membership in the corporation shall be the only qualifications for such membership.

Section 2 – Voting Rights. The members of the corporation shall have the right to vote for the election of directors. Each member of the corporation shall have one vote, except that:

A. Any person owning more than one lot shall have the number of votes equal to the number of lots owned.

B. When any lot is owned of record in joint tenancy or tenancy in common, or in any other manner of joint or common ownership, such owners shall collectively be entitled to only that number of votes to which one person would be entitled were he the owner of such lot. Such vote shall be exercised by the majority action of consent of the owners of record of such lot who are entitled to vote with respect thereto.

ARTICLE III – MEETING OF MEMBERS

Section 1 – Annual Meeting. Annual meetings shall be held each year during the month of June on a date and time established by the Board of Directors for the purpose of electing directors and for the transaction of such other business as may come before such meeting.

Section 2 – Special Meetings. Special meetings of the members may be called by the President, the Board of Directors, or members of the corporation holding no less than one-fifth of the votes.

Section 3 – Place of Meeting. The Board of Directors may designate any place within or without the State of Virginia as the place for annual or special meeting called by the Board of Directors and the President may designate any place within or without the State of Virginia as the place of meeting for any special meeting called by him. If no designation is made or if a special meeting be called by the members of the corporation, the place of meeting shall be the principal office of the corporation.

Section 4 – Notice of Meetings. The corporation shall publish notice of any annual or special meeting of members in the manner provided by law. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall also be mailed or delivered not less than fourteen or more than fifty days before the date of the meeting, except as otherwise specified by law, either personally or by mail, by or at the direction of the President or the Secretary, to each member of the corporation at his address as shown on the records of the corporation. Failure to mail or deliver to any member shall not affect the validity of the published notice.

Section 5 – Quorum and Manner of Acting. Members holding one-fifth of the total votes shall constitute a quorum at any meeting. The act of a majority of the members present at a meeting at when a quorum is present shall be the act of the members, unless the act of a greater number is required by law, or by the Article of Incorporation of the corporation, or by these By Laws.

Section 6 – Conduct of Meetings. The directors may make such regulations as the deem advisable for any meeting of members in regard to proof of membership in the corporation, evidence of the right to vote, the appointment and duties of inspectors of votes, and such other matters concerning the conduct of the meeting as they shall deem fit. Such regulations shall be binding upon the corporation and its members.

ARTICLE IV – DIRECTORS

Section 1 – General Powers. The affairs of the corporation shall be managed by its directors.

Section 2 – Number and Tenure. The number of directors shall be five. The directors shall be elected for a term of three years, or for the unexpired term of any resigning director, and until their respective successors are elected. Any vacancy occurring in the initial or subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director and if not previously so filled, shall be filled at the next succeeding meeting of the members of the corporation. Any director elected to fill a vacancy shall serve until the expiration of the term of the director whose position he was elected to fill.

Section 3 – Qualifications. Only members of the Corporation in good standing may serve as Directors. Good standing is defined as paying each and every charge or assessment due as a member of the Corporation in a timely manner and not being in violation of any rule or regulation of the Corporation.

Section 4 – Regular Meetings. A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of members at such time and place, as may be specified in the notice thereof. The Board of Directors may provide by resolution the time and place, for the holding of additional regular meetings of the Board without other notice than such resolution, except as may be required by law.

Section 5 – Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board may fix any place, within or without the State of Virginia, as the place for holding any special meeting of the Board called by them.

Section 6 – Notice. Notice of any meeting of the Board of Directors for the holding of which notice is required shall be given at least two days previous thereto by written notice delivered personally or sent by mail or email to each director at his address as shown on the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any director may, in a writing signed by him, before or after the time of meeting stated therein, waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, by the Articles of Incorporation of the corporation or by the By Laws.

Section 7 – Quorum. Except as otherwise provided by law or by the Articles of Incorporation of the corporation, or by these By Laws, a majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting without further notice.

Section 8 – Manner of Action. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, or by the Articles of Incorporation of the corporation, or by these By Laws.

Section 9 – Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 10 – Other Powers. In addition to the powers heretofore set forth in this Article IV the Board of Directors shall have all those powers and rights specifically set forth in Article VII, Section VII.1(d)(2) of the Deed of Amendment to the Deeds of Dedication of Reston recorded in Deed Book 6072 at page 69 among the land records of Fairfax County which powers and rights are incorporated herein by reference as if specifically set forth in *haec verba*. To the extent the powers and rights contained in this Section 10 may be in conflict with any other powers and rights set forth in these By Laws, the powers and rights of this Section 10 shall govern.

Section 11 – De Facto Resignation. Failure of a Director to attend four or more scheduled meetings during any fiscal year shall be deemed a resignation by that Director. Said resignation shall be deemed effective as of the close of the fourth meeting missed, and said Director's positions as Director and Officer shall be deemed vacated at that time. The resulting vacancy shall be filled as prescribed in Article IV, Section 2.

Failure of a Director to maintain his or her membership in the Corporation as hereinbefore defined shall be deemed a resignation by that Director of his or her position as Director and Officer, effective upon loss of good standing status.

ARTICLE V – OFFICERS

Section 1 – Officers. The officers of the corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary and a Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of the President and Secretary. The President shall be a director of the corporation. Other officers may be, but need not be, directors of the corporation.

Section 2 – Election, Term of Office and Vacancies. The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected. A vacancy in any office arising because of death, resignation, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3 – Powers and Duties. The officers of the corporation shall, except as otherwise provided by law, by the Articles of Incorporation, by these By Laws, or by the Board of Directors, each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the corporation.

ARTICLE VI – COMMITTEES

Section 1 – Committees of Directors. The Board of Directors, by resolution adopted by a majority of all of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation, provided, however, that no such committee shall have the authority of the Board of Directors to approve an amendment to the Articles of Incorporation of the corporation or a plan of merger or consolidation.

Section 2 – Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the corporation may be designated by a resolution adopted by the Board of Directors, to perform such duties and to have such powers as may be provided in the resolution.

Section 3 – Rules. Each committee may adopt rules for its own government not inconsistent with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VII – ADDITIONAL RIGHTS, DUTIES AND POWERS

All those rights, duties, powers and obligations set forth in Article VII (Clusters) of the First Amendment to the Deed of Amendment to the Deeds of Dedication of Reston recorded among the land records of Fairfax County in Deed Book 18419 at page 1226 and not specifically set forth in these By Laws are incorporated herein by reference as if specifically set forth herein. To the extent such powers, duties, rights and obligations contained in this Article VII may be in conflict with any other powers, duties, rights and obligations set forth in these By Laws, the powers, duties, rights and obligations of this Article VII shall govern.

ARTICLE VIII – AMENDMENTS

These By Laws may be altered, amended, or repealed and new By Laws may be adopted by the Board of Directors.

VI. RULES AND REGULATIONS

RULES AND REGULATIONS OF THE RIDGEWOOD CLUSTER ASSOCIATION

The Rules and Regulations of the Ridgewood Cluster Association hereinafter referred to as the 'Association', supplement the provisions of the Virginia Property Owners' Association Act and Reston's Protective Covenants (Deed of Dedication of Reston).

The Deed of Dedication of Reston empowers the Board of Directors to establish rules and regulations in accordance with the provisions of the By Laws and the Articles of Incorporation for the Association.

The primary purpose to the Association is to manage the maintenance of common areas, common services, the residential character and the external appearance of homes within the boundaries of the Cluster. Common areas include all property and areas that are not part of a privately-owned townhouse lot including, but not limited to:

- Lawns and landscaped grounds maintained by the Association
- Natural, unimproved areas
- Streets and parking areas, including those parking spaces reserved for exclusive use
- Sidewalks
- Playground
- Streetlights and mailboxes
- Approved signs installed by the Association
- Approved landscape structures

A. Notification of Change of Status

The Association is to be notified in writing within two weeks of the occurrence of any of the following events that affect the status of owners of townhouse properties within Ridgewood Cluster. Notifications must include the names of all current owners of the property, the address of the property, and the current residence and mailing address of all owners.

- Purchase of a townhouse property
- Change of residence
- Change of mailing address
- Transfer of ownership
- Sale of a townhouse property

B. Dues and Assessments

Fiscal Year: The fiscal year for the Association is July 1 through June 30.

Establishment of the Operating Budget and Annual Assessment: The annual operating budget and assessment for the following fiscal year will be established by resolution of the Board of Directors prior to the Annual Meeting of Homeowners and will be presented to the membership at that Annual Meeting.

I. ASSESSMENT OBLIGATIONS

- A. The annual assessment shall be due and payable in quarterly installments due on the first day of each of the following months: January, April, July and October or in such other installments as may be established by the Board of Directors.
- B. The Association, or its management agent, will send a written notice to the record address of every Owner, which will inform the Owner of the amount of the annual assessment in advance of the commencement of each annual assessment period. Information about any other types of assessments that may be levied by the Association will be provided in accordance with the Reston Deed and the Association's other governing documents. No Owners will be excused from the obligation to pay the assessments, however, if a notice is not received. Each Owner is under a duty to seek out information about the assessments if a notice is not received.
- C. Non-resident Owners must furnish the Association with an address and telephone number where they can be contacted; otherwise, all notices shall be sent to the property address, which will be deemed to be the record address, and the Owners shall be responsible for the information contained therein.

II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

The following charges may be posted to the account as costs of collection in accordance with Article VII, Section VII.1(d)(2) of the Reston Deed.

A. Charges

- i. Late Charge – If any quarterly installment of the annual assessment or any other assessment or charge pursuant to the Reston Deed, is not paid to the Association within sixty (60) days after the due date, a late charge of 5%, of any installment of the annual assessment, may be posted to the Owner's account.
- ii. Interest - If a default by an Owner in paying any sum assessed against such Owner's Lot continues for a period in excess of thirty (30) days, interest, from the date of delinquency, may be charged at the rate of six percent (6%) per annum, or at such other rate as may be established by the Board of Directors; interest may be assessed on the principal amount unpaid from the due date of a delinquent assessment until paid.

- iii. Returned Check Charge - If the Association receives a check from an Owner which fails to clear the Owner's account, a reasonable service charge in the amount of fifty dollars (\$50.00), or the maximum permitted by law, will be charged to the Owner, in addition to any fees charged to the Association by the Association's bank or other depository for processing the bad check, which fees will be posted to such Owner's account.
- iv. Administrative Costs - The administrative costs that may be incurred by the Association's management agent in sending the notices to delinquent Unit Owners, referred to in paragraphs II, D1 and 2 below, and any other administrative costs charged by the Association's management agent to the Association for handling delinquent accounts, may be assessed to the delinquent Owner's account.

B. Acceleration of Assessments - If any quarterly installment of the annual assessment, or any other assessment or charge pursuant to the Reston Deed, is not paid within thirty (30) days of the due date, the entire balance of the annual assessment may be accelerated and due in full, unless other payment arrangements are approved in writing by the Board of Directors or its authorized agent.

C. Notices of Delinquency:

- i. If any quarterly installment of the annual assessment, or any other assessment or charge pursuant to the Reston Deed, is not paid within thirty (30) days from the due date of such installment, a notice of delinquent account (first reminder notice) will be sent to the Owner advising such Owner about the status of the account.
- ii. Sixty (60) days from the due date, a second notice of delinquent account (second reminder notice) will be sent to the Owner advising that payment of the delinquent amount, including any late fees and any other costs that may have been posted to the account, is required to avoid commencement of legal action.
- iii. In the event that it is necessary to proceed expeditiously with legal action against a delinquent Owner to protect the interests of the Association, or in the event that there may be other extenuating circumstances, the Association may dispense with one or more of these Notices of Delinquency. Examples of such circumstances include, but are not limited to: Owners with delinquent balances carried forward from a prior fiscal year in which the Owner had a delinquent balance; or if the Association anticipates conveyance of a Lot subject to a delinquent assessment balance, against which Lot no lien is on record.

- D. Referral to Association's Attorney** - If any quarterly installment of the annual assessment, or any other assessment or charge pursuant to the Reston Deed, is delinquent for more than sixty (60) days, the Association may refer the account to the Association's attorney to collect the past due balance. The Board of Directors, or the Association's management agent acting pursuant to the authority of the Board of Directors, may authorize the attorney to take any appropriate legal action, including the recordation of a lien in the Fairfax County land records, the obtaining of a personal judgment, and enforcement of such judgment as may be appropriate. By specific resolution of the Board of Directors, the Association may authorize the attorney to pursue legal action seeking a foreclosure sale of the delinquent Owner's property. The Owner will be responsible for the payment of, and will be assessed, any costs of collection, including but not limited to, any investigative costs, title research costs, appraisal costs, expert witness fees, special commissioner's fees, attorney's fees and Court costs incurred by the Association to collect a past due balance, regardless of whether a lawsuit is filed.
- E. Special Payment Arrangements** - Notwithstanding the foregoing, the Association, acting by its Board of Directors or its management agent acting pursuant to the authority of the Board of Directors, may enter into payment arrangements with delinquent Owners when, in the sole discretion of the Board or management agent, it has been determined that extenuating circumstances exist so as to warrant such special arrangement. Further the Association must receive reasonable assurances from the Owner that all amounts in arrears including delinquent assessments, late charges, interest, attorney's fees, lien fees, court costs, and other collection costs will be paid in accordance with the terms of such agreement.
- F. Method of Crediting Payments** - Payments received by the Association from delinquent Owners may be credited in the following order of priority:
- i. Any attorney's fees, court costs and other costs of collection;
 - ii. Interest;
 - iii. Any additional, individual or special assessments pursuant to the governing documents; and
 - iv. Installments of the annual assessment, posting any payments to the oldest outstanding assessments.

Invoicing: Homeowners are responsible for paying the assessment whether or not an invoice is received. If an invoice is not received, the homeowner should notify the Association.

Date of Payment: Payments will be considered to have been paid on the date of the latest postmark on the envelope received by the Association that contains the payment. To qualify, the envelope containing the payment must be properly addressed to the Association with the correct amount of postage. Payments delayed because of improper addressing or postage will not be considered to have been paid until actually received at the Association's mailing address.

C. Parking

All persons entering Association property shall obey all no-parking zones, fire lanes, and all other posted parking regulations. Vehicles may be parked only in designated parking spaces.

Exclusive Use of Assigned Parking Spaces: Each townhouse unit not having a garage will have two parking spaces assigned for their exclusive use. Those parking spaces designated for exclusive use will have the last two digits of the house number to which they are assigned painted on the curb at the head of the parking spaces. No vehicles may be parked in the assigned parking space of any unit without the explicit authorization of the owner or resident of that unit. Owner and residents may have unauthorized vehicles towed only from spaces assigned to them (see Enforcement below). This provision grants exclusive use of assigned parking spaces only. All assigned parking spaces are the property of the Association and no other rights or privileges in relation to ownership are conveyed to the homeowner. All other provisions pertaining to the use of common areas also apply to assigned parking spaces.

Visitor Parking Spaces: Visitor parking spaces are for the exclusive use of the guests of residents of Ridgewood Cluster and may only be used by a guest for a period not to exceed forty-eight (48) hours.

Vehicles: Trailers, boats, and motorized recreational vehicles may not be parked anywhere within Cluster boundaries so as to be visible from the common area.

Fire Lanes and Double Parking: Parking in designated fire lanes (indicated by yellow curbs or posted signs) and double parking is illegal and will subject vehicles to towing authorized by the Board of Directors at the owners' expense.

Impeding Access: At no time shall any vehicle be parked in such a manner as to impede or prevent ready access to or egress from another parking space. Vehicles parked in this manner will be subject to towing by the Association.

Vehicle Maintenance: Extended maintenance of vehicles will not be performed anywhere within the boundaries of the Cluster, whether common or private, that is visible from any part of the common areas. For these purposes, extended maintenance is for any period exceeding six (6) hours. Areas of maintenance outside of garages must be thoroughly cleaned after completion of the maintenance. Any costs incurred by the Association for cleaning will be assessed to the responsible homeowner.

Unregistered Vehicles: Any vehicle lacking current registration shall not to be parked within Cluster boundaries.

Commercial Activities: No part of the parking area shall be used for commercial activities of any nature without prior approval of the Board of Directors.

Enforcement: Reports concerning parking violations may be made directly to the Management company. Reports must include the name of the person making the report and the exact location, make, model and license plate number of the offending vehicle.

Any costs incurred by the Association to enforce the provisions of these regulations, including towing costs, court costs, and attorney's fees, will be the sole responsibility of the owner of the vehicle subject to the enforcement.

Any violation of any of the provisions of these parking regulations will subject the vehicle in violation to towing by a company contracted by the Board of Directors (see Section VII). The towing company will collect all fees incurred in connection with the towing from the owner of the vehicle.

Homeowners or residents of townhouses with assigned parking may contact the towing company directly to have unauthorized vehicles towed from their own assigned parking spaces. The homeowner or resident must be present when the tow vehicle arrives in order to sign the release.

A member of the Board of Directors must authorize towing for all other parking violations. Homeowners may report infractions to the Management company by calling the telephone number listed in Section VII or via email.

Nothing contained in these regulations, whether expressed or implied, shall be construed to impose any liability whatsoever on the Board of Directors or on any member of the Board of Directors for damage to vehicles and/or property loss as a result of violation of the By Laws or of the rules and regulations concerning parking.

Fairfax County Police are authorized to enter Association property to assist in the enforcement of the Association's parking regulations.

D. Pets

Pet owners/custodians are reminded to:

- Leash their dogs while outdoors in the cluster; *
 - Immediately pick up and properly dispose of solid excreta left by their dogs;
 - Keep their dogs under control and off the property of others at all times.
- *Instead of a leash, other effective means (e.g., voice controls, signals) may be used for a service animal under a handler's control.

All Virginia and Fairfax County laws governing animal control in Reston remain in effect in Ridgewood.

E. Common Areas

Natural Areas: Under no conditions are natural areas to be disturbed except to remove noxious plants such as poison oak and poison ivy and invasive exotic plants prohibited by Reston such as English Ivy and Bush Honeysuckle.

Alterations: No alterations to common property may be undertaken without prior written approval of the Board of Directors. Approval to do so will require that the homeowner maintain the alteration in the approved state, otherwise, the common area will be returned to its original state at the expense to the homeowner.

Dumping: Dumping refuse in the woods or on any common area of any sort is prohibited (including organic materials or yard debris).

Vegetable Gardens: Vegetable gardens are not permitted on either private or common areas.

Storage of Personal Property: No portion of the common area will be used for the storage of personal property.

Commercial Activities: No part of the common area shall be used for commercial activities of any nature without prior approval of the Board of Directors.

F. Landscaping of Private Property

Although landscaping of private property that enhances the appearance of the Cluster is encouraged, owners are cautioned that significant structural elements related to landscaping, e.g., ponds, must be reviewed and approved by the Reston Design Review Board (DRB). Owners are encouraged to contact the Board of Directors and the Reston Association before making permanent changes or extensive landscaping investments.

The following types of landscaping are permitted on private properties without application to Reston Association: replacing grass with mulched and planted areas; using landscape edging (4) inches in height; using planters no higher than 18 inches made of stone or timbers; planting of trees and hedges; removing undesirable plants (e.g., poison ivy) from adjacent common natural areas.

Common Areas: Landscaping by individual owners may not encroach on common areas without prior approval of the Board of Directors. Approval to do so will require that the homeowner maintain the landscaping in the approved state, otherwise, the common area will be returned to its original state at the expense of the homeowner.

Fencing: Fencing which encloses the backyard is permitted. However, homeowners must apply to, and obtain approval from, the DRB to ensure compliance with Reston Association design guidelines and cluster standards.

Paving: Front and side lawn areas are not to be covered with extensive paving or artificial turf.

Lawn Ornaments: Birdbaths, standing bird feeders, lawn ornaments, or furniture are not to be placed in front and side lawn areas.

Trees: Trees on private property may not encroach on a neighbor's property without explicit written permission from the affected neighbor. Affected neighbors maintain the right to withdraw such permissions.

Borders: Borders for planting must be kept low and unobtrusive. Fencing and railing are prohibited.

Mulch: Mulch used in front and side areas must be organic.

Enforcement: In addition to charges for violations of Association Rules and Regulations, owners of lawns and landscaped areas not in compliance with both Reston and Ridgewood standards and owners of areas which have been allowed to become overgrown or unsightly will be charged for the costs of restoring these areas to an acceptable state.

G. Exterior Appearance

Each homeowner is responsible for ensuring that the exterior of their unit is maintained in a manner that is consistent with Ridgewood Cluster design standards (colors, materials, lighting, deck standards, etc.) on record with Reston Association. For Ridgewood's design standards, enable cookies then go to <http://book.flipbuilder.com/flipbuilder> and enter Ridgewood in the Search bar on the top left. To ensure you have the most up-to-date standards, contact your Reston Association Covenants Advisor.

Most exterior changes--including removing trees--must be approved by the Reston Association Design Review Board. Check with <http://book.flipbuilder.com/flipbuilder> or your Covenants Advisor.

Note: In all instances not explicitly covered by Reston Association documents and rulings, the Board of Directors reserves the right to judge the suitability of all actions, both permanent and temporary, taken by homeowners and residents, which affect the outward appearance of their unit.

H. Home-based Businesses

Notwithstanding the fact that the Reston Association makes the ultimate decision under Section VI.2.b.17 of the Reston Association's Deed of Dedication, the Ridgewood Cluster Board of Directors reserves the right to judge the suitability of home-based businesses (including those that may be permitted by the County) that may affect the residential character and curb appeal of the Cluster. Factors include but aren't limited to noise, pedestrian and vehicle traffic, and improper use of Cluster parking spaces.

I. Trash and Recycling

Trash and recycling are not to be put out before sunset or 6:00PM on the day preceding the scheduled pickup (see Section VII for scheduled pickup days).

Trash placed outside for pickup must be in containers or in heavy duty black trash bags capable of withstanding normal climatic conditions and scavenging animals. Scattered trash must be picked up by the responsible homeowner no later than the day of the scheduled pickup.

After pickup, trash containers, recycling containers, and loose items are to be removed promptly, but no later than 6:00PM the day of the scheduled pickup.

Trashcans and similar storage containers must be kept in the garage or rear of the townhouse when not at curbside for trash collection.

Trash Collection: Mondays, Wednesdays (yard waste only), and Thursdays, except Thanksgiving Day, Christmas Day, and New Year's Day.

- a. Place curbside before 6:00AM but not before sunset or 6:00PM the previous evening.
- b. Large items can be picked up by special arrangement with the trash company.
- c. Yard waste (organic only) must be bundled and/or in paper bags and is picked up on Wednesdays. Do not place these materials on the grass or sidewalk; place on the street, adjacent to the curb.

Recyclable Collection: Mondays.

- a. Place curbside by 6:00AM but not before sunset or 6:00PM the previous evening.
- b. Recycling of newspapers, aluminum, certain plastics, and metal cans is mandatory in Fairfax County. For more information on what can and cannot be recycled, please visit the Association's website.
- c. To order a replacement recycling bin, please contact the Association's recycling provider (listed in these documents).
- d. Glass is not accepted for curbside recycling. Instead, please use the large purple bin in Baron Cameron Park (nearest the Wiehle and Baron Cameron intersection) or one of the other drop-off points around Fairfax County.
- e. Trash cans are not provided by the Association and must be covered with secure lids at all times.

J. Power Equipment

Power equipment (e.g., power lawnmowers, edgers, and saws) is not to be operated between the hours of 9:00 PM and 8:00 AM.

K. Pods and Dumpsters

Prior written approval from the Ridgewood Board of Directors is required for portable storage units (pods) and dumpsters. Contact the TWC Association Manager at (703) 437-5800 and allow two-four (2-4) business days for a response. Provide your name and address; the reason for using a pod or dumpster; and the number of days the pod or dumpster would be in the cluster. If approval is sought to use a pod longer than four days, include an explanation.

Once approved, a pod may be placed in an owner's designated parking space only, and for a maximum of four (4) days. During this time, residents aren't allowed to park in visitors' spaces. Pods may be used only when the user is actively involved in moving items to and from the property, not for general storage. If another temporary use is envisioned, first check with the TWC Association Manager.

Dumpsters may be placed in an owner's designated parking space only, must fit into that single space, and may remain for the pre-approved number of days. Dumpsters may be used exclusively for renovation/waste removal projects. Hazardous waste (paint, pesticides, etc.) may not be placed in dumpsters.

Any damage to the paving, striping, or curbs will be the responsibility of the resident to repair with one of Ridgewood's approved vendors.

L. Open House and Home Sale Signage

Open House signs in common areas of the cluster are to be removed by the end of the day of the Open House. Post-mounted signs (For Sale, Under Contract, etc.) are allowed only on your lawn.

M. Enforcement of Articles, Rules and Regulations

The Board of Directors may assess charges against any member who violates the Articles of Incorporation or the Rules and Regulations of the Association. The Board of Directors may also assess charges against any member who is responsible for a family member, tenant, guest, or invitee that violates the Articles of Incorporation or the Rules and Regulations of the Association. The amount of any charges so assessed shall not exceed fifty dollars (\$50.00) for a single offense or ten dollars (\$10.00) per day for any offense of a continuing nature and shall be treated as an assessment against the homeowner for purposes of any right of the Association to assert a lien against the homeowner's property. Such charges are in addition to any costs incurred by the Association in taking corrective actions.

A homeowner, resident, or Board member may initiate the enforcement procedure by writing to the Board of Directors stating the nature of the complaint, the name and address of the responsible party, and the names of witnesses. The letter must include the name, address, and telephone of the person making the complaint and must be dated and signed. If the Board of Directors chooses to take action, the Board of Directors will send a letter to the responsible homeowner stating the nature of the complaint, corrective actions required, and the amount of any impending charges to be assessed. This letter may also include the notice of hearing.

Before any charges are assessed, the homeowner shall be given an opportunity to be heard and represented by counsel before the Board of Directors. Notice of a hearing shall be hand delivered or sent by registered mail to the homeowner at the address of record with the Association, at least fourteen days prior to the hearing. At the hearing, both the accused homeowner(s) and the person(s) lodging the complaint will have the opportunity to call witnesses and introduce and rebut testimony and evidence. If the homeowner fails to attend the hearing, the Board of Directors may proceed with the assessment of the charges for the violation. Charges levied by the Board of Directors for violation of the Articles and Rules and Regulations will be due and payable within thirty (30) days following the date of the hearing.

VII. USEFUL INFORMATION

Please note that much of the information in this section is subject to change and will be updated on a regular basis. Homeowners may obtain current information by visiting the Association's website.

A. Important Names, Addresses, and Phone Numbers

Website: www.ridgewoodcluster.org

Mailing Address: c/o TWC Association Management

397 Herndon Parkway, Suite 100

Herndon, VA 20170

TWC Telephone: 703-437-5800

Email Address: asmith@twcmanagement.com (Amanda Smith, Association Manager)

Reston Association: 12001 Sunrise Valley Drive,

Reston, VA 20191-3404

www.reston.org

Design Review Board: 703-435-6530

Landscape Maintenance: Blade Runners

Lawn care (in season), is provided to all properties whose accounts are in good standing. Care includes:

- Mowing (in season); typically weekly, weather permitting
- Edging (in season); typically bi-weekly, weather permitting
- Leaf collection twice annually in the late fall and early winter, weather permitting
- The fronts of all properties are serviced, along with the sides and rears of properties that are accessible. Fenced in properties are not serviced.
- Landscaping services do not include tree or hedge trimming, weeding or fertilization. Those services may be contracted independently through the landscaper of your choice, or through the Association's service provider.

Snow Removal: Blade Runners

Towing Service: Battlefield Towing and Storage

703-378-0059

www.battlefieldtow.com

Trash Company: Republic Services (AAA Disposal Service prior to 2014)

4619 West Ox Road, Fairfax, VA 22030

703-818-8222

<https://www.republicservices.com/locations/virginia/northern-virginia-trash-pickup-and-recycling>

B. Resale Certificates

Under Virginia law, only the owner or his/her authorized agent (such as a realtor) may purchase and receive a resale certificate. Go to www.homewisedocs.com to order the Ridgewood Cluster Association

resale certificate. Order the resale certificate before listing your home so you can address any issues that could delay a sale. Go to <https://www.reston.org/property-owner-resources> to order the Reston Association resale certificate.

C.Assessment Payment Schedule

The annual assessment is paid in quarterly increments.

Due Dates:	
1st Installment	Due No Later Than July 1st
2nd Installment	Due No Later Than October 1st
3rd Installment	Due No Later Than January 1st
4th Installment	Due No Later Than April 1st

Homeowners will receive a quarterly invoice. It is your responsibility to ensure that TWC has your correct mailing address (especially if you do not reside in the property). It is also your responsibility to pay all balances when due regardless of receipt of an invoice.

D.Assorted Fees, Interest and Charges

Resale Certificate	\$317.95 electronic copy
Review of Association Books and Records	cost of labor and material
Late Payment Charge	5% of installment (\$16.75 per quarter)
Returned Check Fee	\$45.00 per item; plus bank fees
Interest on Delinquent Balances	6.00% per annum
Transfer Fee	\$70.66 (\$141.32 in case of foreclosure)
Rush Fee	\$70.66

Charges related to the collection of assessments are the sole responsibility of the property owner and include, but are not limited to: \$75 for the first collection notice from the attorney; charges for filing a lien against the property; other collection fees such as court costs, foreclosure costs and any reasonable and customary fees regarding the collection of monies owed.