



***ORANGE HUNT SQUARE  
HOMEOWNERS ASSOCIATION, INC.***

**GOVERNING DOCUMENTS**

**January 1, 2017**

**<http://orangehuntsquarehomeowners.com>**

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# PREFACE

Orange Hunt Square Homeowners Association, Incorporated (OHSHA) is a mandatory membership property owners association established as a not-for-profit corporation under the laws of Virginia.

This Manual provides Orange Hunt Square property owners with the primary legal documents that establishes the Association and also provides general information and guidelines concerning the authority, administrative structure, management procedures and practices of the Association. These documents include:

- The Declaration of Covenants Conditions and Restrictions
- The Articles of Incorporation
- The Bylaws
- Policy Resolutions
- Administrative Resolutions

General Resolutions are not published in this manual, but are available on our website, as they relate to specific expenditures, single task actions, or other such general matters of the Board which have no continuing, far-reaching, or precedent-setting implications. Special Resolutions are also not included in this manual due to concerns of privacy, as the special resolutions relate to actions relative to questions of compliance and enforcement hearings and involve specific individuals and/or Lots.

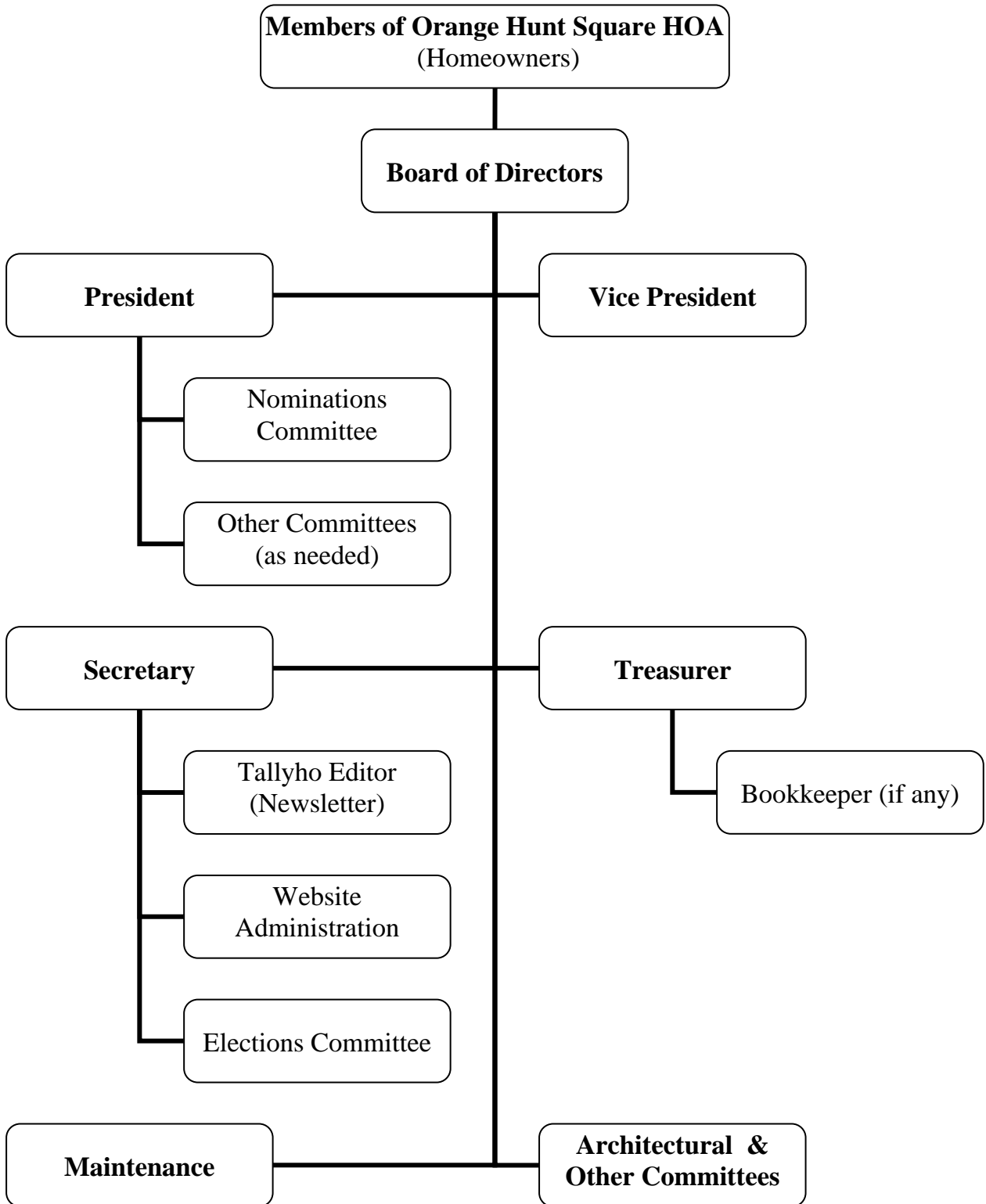
Homeowners should review all of these documents because they also contain the rights and obligations that homeowners have as members of the Association. It is important to the efficient functioning of the Association that homeowners understand the information contained within these documents and the concept of a community association.

This manual is only a means of publishing the governing documents to the membership, and is not intended to give legal, accounting, management or other professional advice. Although care has been taken to ensure that information in this manual is accurate and up-to-date, the governing documents are subject to changes and amendment. All owners should be aware of such possible changes, and that Virginia laws and regulations also have a bearing on the Association's activities.

The Association has also included copies of our design change request forms. These forms are used to request approval for exterior changes to your property. These forms are also available on our website.

Homeowners should also take a moment to visit our Association's web site at: **<http://orangehuntingsquarehomeowners.com/>** where all the Association's governing documents are available along with minutes of association meetings and various other resources and information.

**Orange Hunt Square Homeowners Association  
Organizational Chart**





***ORANGE HUNT SQUARE  
HOMEOWNERS ASSOCIATION, INC.***

**DECLARATION OF  
COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**Recorded May 5, 1993  
Deed Book 8545  
Page 226  
Fairfax County, VA**

Previous version recorded in deed book 5023, page 42  
Initial Version recorded in deed book 4791, page 785

**<http://orangehuntsquarehomeowners.com>**



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
DEFINITIONS**

**Section 1.** “**Association**” shall mean and refer to **ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

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

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

**Section 4.** “**Lot**” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

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

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

**ARTICLE II  
VOTING RIGHTS**

Each member shall be entitled to one vote for each Lot in which they hold the interest. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE III  
MEMBERSHIP**

Each person or entity who is a record owner of a fee or undivided interest in any lot which is subject to covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

## **ARTICLE IV ANNEXATION OF ADDITIONAL PROPERTIES**

Annexation of additional property shall require the assent of two-thirds (2/3) of the members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

## **ARTICLE V PROPERTY RIGHTS**

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

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities of any member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and guidelines.
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) in advance; and



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

**Section 3. Parking Rights:** Ownership of each Lot shall entitle the owner or owners thereof to the use of automobile parking spaces (not to exceed two per Lot) as designated by the Association. These parking spaces shall be as near and convenient to said Lot as reasonable, together with the right of ingress and egress in and upon said parking areas. Furthermore, the Association shall designate those areas within the subdivision as no parking zones, which could hamper access to and from the subdivision and endanger public safety. The Board will have the powers to remove illegally parked vehicles from the subdivision at the owners' expense after a reasonable attempt to notify the owner that the vehicle is illegally parked.

## **ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligations of Assessments:** Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agreed to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot, shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

**Section 2 Purpose of Assessments:** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties (including administrative and overhead expense) and in particular for the improvement and maintenance of the Common Areas, services and facilities devoted to this purpose and related to the use and enjoyment of the said Common Area and of the homes situated upon the properties and more particular the Association shall be responsible to carry out the following named functions in and about said Subdivision, known as **ORANGE HUNT SQUARE**.

- (a) To provide for the orderly collection and disposal of trash and garbage in and about said Subdivision.
- (b) To maintain, care for and preserve the Common areas in the subdivision including areas located between or adjoining the fences and alleys in said Subdivision and all sidewalks in said Subdivision including but not limited to maintenance of the lawns, pruning of trees and shrubs, hedges or other bushes, raking and disposal of leaves or dead vegetation and any and all acts necessary to maintain an attractive appearance in and about the said townhouse subdivision.
- (c) To provide for the care, maintenance and preservation of all streets and common walks in said Subdivision.

- (d) To maintain throughout said Subdivision at various places chosen by the Association lighting if selected by it, which lights shall be operated, if practicable, on one meter the cost of said lighting to be borne by the Association.
- (e) To maintain and preserve the identification signs and to pay all costs and expenses in connection therewith, or, if the Association deems it advisable, to construct such other identification signs as it desires and pay all costs and expenses in connection therewith.
- (f) To pay the real estate taxes and the premiums for liability insurance, if necessary or desirable.

**Section 3 Basis of Assessments:** After consideration of current maintenance costs and present and future needs of the Association, the Board of Directors shall fix and determine the amount of the annual assessment. The maximum annual assessment may be increased by the Board of Directors up to 5 percent per year without membership approval. Any additional assessment shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

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

**Section 5. Uniform Rate of Assessment.** Both annual and special assessments must be fixed, at a uniform rate for all lots and shall be collected on a monthly basis, unless the Board of Directors shall otherwise determine.

**Section 6 Quorum for any Action Authorized Under Sections 3 and 4:** At the meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty (60) percent of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one half (1/2) of the required quorum at preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Date of Commencement of Annual Assessments: Due Dates:** The annual assessments provided for herein shall commence as to any Lot on the first day of the month following conveyance of any Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto, provided that, if there is no change in the annual assessment, no such notice

shall be required. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 8 Effect of Nonpayment of Assessments: Remedies of the Association:** Any Assessments which are not paid when due shall be delinquent. Assessments are due on the first day of the month and must be paid not later than the last day of the month. When an account is in arrears, a charge of ten (10) percent of the unpaid balance per month will be assessed for each following month that the account is overdue. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment or foreclose the lien against the property and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for therein by non-use of the Common Area or abandonment of his/her Lot.

**Section 9 Subordination of the Lien to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first mortgages. Sale or transfer of any Lot shall not affect the assessments lien. However, the date of transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sales or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

**Section 10 Exempt Property:** The following property subject to this Declaration shall be exempt from assessments created therein:

- (a) all properties dedicated to and accepted by a local public authority
- (b) the Common Area; and
- (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia, unless such properties are used for dwelling purposes.

## **ARTICLE VII PARTY WALLS**

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

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

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

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

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

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

## **ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE**

The Board of Directors of the Association shall appoint an Architectural Control Committee composed of three (3) or more representatives. The Architectural Control Committee is to assure that the property shall always be maintained in a manner: (i) providing for visual harmony and soundness of repair; (ii) avoiding activities deleterious to the aesthetic or property values of the Property; and (iii) promoting the general welfare and safety of the owners, such owners' tenants and such owners' (or tenants') households or companies, guests, employees, customers, agents and invitees. The Architectural control Committee is responsible for approving or disapproving proposed design changes submitted by the Homeowners. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted with written notification of receipt by the Architectural Control Committee, approval will not be required and this Article will be deemed to have been fully complied with.

## **ARTICLE IX SPECIAL MAINTENANCE**

In the event that there is an obvious need for maintenance or repair of the Properties referred to in Article 1, Section 2, including the Common Areas, which is caused through the willful or negligent act of the Owner, his family or guests or invitees, and if such maintenance or repair is not made within thirty (30) days after notice to maintain or repair is sent by the Board of Directors, the Board of Directors may cause such maintenance or repair to be performed. The cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject. The Board of Directors, through its officers or agents, have the right to enter upon such Lot to perform maintenance or repairs without incurring any liability therefor.

## **ARTICLE X USE RESTRICTIONS**

**Section 1** No Property shall be used except for residential purposes.

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

**Section 3** no fence, wall or walls or other similar type structure shall be allowed except those approved by the Association or its assigns.

**Section 4** No exterior clothes line or clothes hanging device shall be allowed upon any property.

**Section 5** No exterior radio or television antennas are permitted.

**Section 6** No noxious or offensive activities shall be carried on upon property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

**Section 7** No animals, livestock, or poultry of any kind shall be raised, bred or kept on said lots except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and all such household pets, when outdoors, shall be restricted to the rear yards of the dwelling except when walked on a leash or exercised in an area designated by the Association.

**Section 8** Neither the Common Area nor any Lot shall be used; or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such material shall be kept in sanitary covered containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No material or refuse or any container for same shall be placed or stored in front of the house, or on the front patio or stoop at any time. All trash and garbage shall be placed in proper trash receptacles. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this Paragraph.

**Section 9** No trucks (pick-up trucks, vans and blazer-type trucks free from a commercial license plate are excepted), trailers of any kind, boats, buses, commercial vehicles of any kind, abandoned or junk vehicles, or any vehicle which does not have a current license placed displayed thereon, or vehicle used for storage of unsightly or hazardous materials such as construction debris, oil drums, motor fuel, wheelbarrows, etc. shall be permitted to be kept parked overnight on the individual Lots, parking areas, or within the subdivision Common Areas or streets except in areas that may be designated by the Association for such parking. Vehicles which could be classified as campers (i.e., containing sleeping and/or eating facilities) cannot exceed 19 feet by 6 feet 6 inches by 9 feet 10 inches in size. Vehicles which exceed this size shall not be parked in the subdivision.

**Section 10** No repairing of automobiles will be permitted or allowed on the parking areas. The parking facilities are for private automobiles only. The Association shall have the right, after twenty-four (24) hours written notice to the owner of any lot whereon any vehicle other than a private automobile is placed, to remove the same and the owner of the said Lot shall be responsible for the expense thereof and shall be a lien as set forth under Article VI, Section 1.

**Section 11** No baby carriages, velocipedes, bicycles or other articles of personal property shall be permitted, when not in use, to remain outside the enclosed rear area of the premises. All such articles when left outside the enclosed area, will be impounded and a charge will be made for their return.

## **ARTICLE XI EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the recorded plat of the project or as may be or may have been required, necessary or desirable to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or access to the property subject to such easements. Such easements may contain rights of ingress and egress.

## **ARTICLE XII GENERAL PROVISIONS**

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

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

**Section 3 Amendment:** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. These covenants may be changed or amended in whole or in part at any time by the Association or its successors or assigns; provided however that at all times the open space shall remain as such and approval of fifty-one percent (51%) of all Class A members is obtained.

**Section 4 Deeds of Trust:** The use herein of the word "mortgage" shall be deemed to mean "deed or deeds of trust" where such security instruments are used in lieu of or instead of a mortgage or mortgages.

**Section 5 Non-applicability to Other Property:** The covenants, and restrictions set forth herein shall apply only to the property described as Orange Hunt Square, recorded among the land records of Fairfax County, Virginia, containing 130 Lots and a total of 27.03238 acres.

IN WITNESS WHEREOF, we, being all of the directors of the ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 9<sup>th</sup> day of March, 1993.

John M. Bayne  
Director

Mary B. Straub  
Director

Robert T. Newman Jr  
Director

Mary L. Davis  
Director

Margaret L. Bayne  
Director

STATE OF VIRGINIA COUNTY OF FAIRFAX  
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of MARCH  
1993, by JOHN M. BRAYAN  
(name of person seeking acknowledgement)

[Signature]  
Notary Public

My commission expires: 6/30/95

STATE OF VIRGINIA COUNTY OF FAIRFAX  
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of MARCH  
1993, by MARY A. STAVA  
(name of person seeking acknowledgement)

[Signature]  
Notary Public

My commission expires: 6/30/95

STATE OF VIRGINIA COUNTY OF FAIRFAX  
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of MARCH  
1993, by MALCOTT T. NEWMAN  
(name of person seeking acknowledgement)

[Signature]  
Notary Public

My commission expires: 6/30/95

STATE OF VIRGINIA COUNTY OF FAIRFAX  
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of MARCH  
1993, by GARY L. DAVIS  
(name of person seeking acknowledgement)

[Signature]  
Notary Public

My commission expires: 6/30/95

STATE OF VIRGINIA COUNTY OF FAIRFAX  
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of MARCH  
1993, by GERBANE R. BOYD  
(name of person seeking acknowledgement)

[Signature]  
Notary Public

My commission expires: 6/30/95





*ORANGE HUNT SQUARE  
HOMEOWNERS ASSOCIATION, INC.*

**ARTICLES OF INCORPORATION**

<http://orangehuntsquarehomeowners.com>



**RESTATED ARTICLES OF INCORPORATION**  
**OF**  
**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**

The corporation was established on December 7, 1977 by virtue of the provisions of Chapter 10, Title 13.1, Code of Virginia 1950 and acts amendatory thereof, for the purpose of and in the corporate name hereinafter mentioned, and to that end, do by these Restated Articles of Incorporation, set for the as follows to-wit:

**ARTICLE I**

The name of the corporation is **ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**, hereinafter called the "Association".

**ARTICLE II**

The principal office of the Association is located at:

**P.O. Box 2118, Springfield, Virginia 22152 (Fairfax County)**

**ARTICLE III**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Lots and Common Areas within that certain tract of property described as:

**Orange Hunt Square, Sections 1 and 2, subdivision  
Described as containing 130 lots  
located in Fairfax County, Virginia, and  
recorded in Deed Book 5023 Page 44**

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereafter called the "Declaration", applicable to the property and to be recorded in the office of the Clerk of the Circuit Court, Fairfax County, Virginia, and as

the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

- (b) fix, levy, collect and enforce payment by lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the lawful assent of each class of members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, for such purposes and subject to such conditions as may be lawfully agreed to by the members; provided, however, that at all times the open space shall remain as such;
- (f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the lawful assent of each member;
- (g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Virginia Property Owners Act of the Commonwealth of Virginia by law may now or hereafter have or exercise.

#### **ARTICLE IV MEMBERSHIP**

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

## **ARTICLE V VOTING RIGHTS**

The Association shall have one class of voting membership, Class A. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Any Class A member who is in violation of the Declaration, or remains more than thirty (30) days delinquent in payment of assessments, as determined by the Board of Directors in accordance with the provisions thereof and regulations established thereunder, shall not be entitled to vote during any period in which such violation or delinquency continues.

## **ARTICLE VI BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of not more than five (5) nor less than three (3) Directors. The number of Directors may be changed by amendment of the Bylaws of the Association.

The Directors shall be elected by a majority vote of the membership and shall serve a term of one (1) year. Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. There shall be no ex-officio Directors.

## **ARTICLE VII OFFICERS**

The Officers of the Association shall consist of a President, Vice-President, and a Secretary-Treasurer, who shall serve for a term of one (1) year and who shall be elected by the Board of Directors at their annual organizational meeting, which shall be held within 10 days of the annual meeting.

## **ARTICLE VIII PURPOSE**

The Association shall be operated on a non-profit basis. In the event of dissolution of the Association, the assets shall not be distributed to the members, but shall be transferred to another organization having the same purpose as the Association. No part of net earnings of the Association shall inure to the benefit of any member or individual. No substantial part of the activities of the Association shall consist of the carrying on of propaganda or otherwise attempting to influence legislation. The Association shall not participate in or intervene in any political campaign on behalf of any candidate for public office.

**ARTICLE IX  
DISSOLUTIONS**

The Association shall exist in perpetuity unless dissolved as provided herein.

The Association may be dissolved at an Annual or Special Meeting b a vote of seventy-five percent (75%) of the Members of each Class as provided in Section 13.1-902, Code of Virginia, 1950 as amended. Written notice of such proposed action shall be sent to all Members no less than twenty-five (25) nor more than fifty (50) days prior to a meeting called for such purpose. Upon dissolution of the Association, the assets, both real and personal, of the Association shall be (i) granted, conveyed and assigned to any non-profit corporation, association or trust or other organization in activities substantially similar to those of the Association and which are qualified as exempt organizations under the Internal Revenue Code of 1954, or the corresponding provisions of any future United State Internal Revenue law, or (ii) dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association; provided, however, that nay such dedication shall require the affirmative vote of seventy-five percent (75%) of the votes then held by all Class A Members.

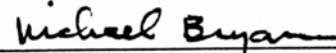
**ARTICLE X  
DURATION**

The duration of the Association shall be perpetual.

**ARTICLE XII  
AMENDMENTS**

Amendment of these articles shall required the affirmative vote of fifty-one percent (51%) of the votes then entitled to be cast by all Class A Members.

IN WITNESS WHEREOF, the undersigned, President of Orange Hunt Square Homeowners Association, Inc. has set his hand and seal as of this 26 day of February, 1993.

  
Michael Bryan, President



***ORANGE HUNT SQUARE  
HOMEOWNERS ASSOCIATION, INC.***

**BYLAWS**

<http://orangehuntsquarehomeowners.com>





RESTATEMENT OF THE BYLAWS  
of the  
ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.

**ARTICLE I**

**NAME AND LOCATION:** The name of the corporation is **ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the “Association”. Principal offices of the Association shall be located at **P.O. Box 2118, Springfield, Virginia 22152** (Fairfax County). The meetings of members and directors may be held at such places within the Commonwealth of Virginia, county of Fairfax, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

**Section 1.** “**Association**” shall mean and refer to ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

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

**Section 4.** “**Lot**” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

**Section 5.** “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 6.** “**Declaration**” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Circuit Court, Fairfax County, Virginia.

**Section 7.** “**Member**” shall mean and refer to those persons entitled to membership as provided in the Declaration.

**Section 8.** “**Costs of Collection**” shall include, but shall not be limited to, administrative charges; notice charges; process service charges; legal fees; release fees; copy charges; postage and mailing charges; return check charges or any charge incurred by the association or its agents, contractors, or management in the collection of

a lien, any assessment, as authorized in any judgment, by foreclosure or judgment action, regardless of whether the dispute is settled by agreement or by legal action.

### **ARTICLE III MEETING OF MEMBERS**

**Section 1. Annual Meetings.** The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held at least once each year thereafter, preferably in the third week of October, date, time and place to be designated by the President or Board of Directors of the Association.

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

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

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

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

**Section 6. Agenda.** The Agenda for all Annual Meetings of the Association shall include (A) Proof of Notice; (B) Quorum; (C) Approval of Minutes of Last Annual Meeting; (D) Old Business; (E) New Business; (F) Election of Directors; (G) Adjournment.

**ARTICLE IV  
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

**Section 1. Number.** The affairs of this Association shall be managed by a Board of not more than five (5) nor less than three (3) directors.

**Section 2. Term of Office.** At the annual meeting, the members shall elect five directors for a term of one (1) year each.

**Section 3. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association provided the Director is given ten (10) days notice and an opportunity to be heard. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

**ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members of the Association.

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

## **ARTICLE VI MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held as frequently as determined by the Board of Directors but not less than Quarterly by providing written notice to the Board members and membership of not less than ten (10) days.

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

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

## **ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association including the following:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, The Declaration, or the Virginia Property Owners Association Act of 1989 as amended from time to time;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents and employees of the Association and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration to:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
  - (3) failure or delay of the Board of Directors to adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an owner's obligation to pay his allowable share of common expenses;
  - (4) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be set by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association; procure and maintain Directors and Officers Liability Insurance; procure and maintain Fidelity Bond Insurance at a minimum of \$50,000; and provide any additional insurance required by the secondary mortgage market;
- (f) cause all officers, directors or employees having fiscal responsibilities to be bonded against misappropriation of Association funds;
- (g) cause the Common Area to be maintained.

## ARTICLE VIII OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Officers.** The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary-Treasurer, and such other officers as the Board may from time to time, by resolution, create.

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

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

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

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

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

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

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

**President:**

- (a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and promissory notes.

**Vice-President:**

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

**Secretary:**

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

**Treasurer:**

- (d) As treasurer, the treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign promissory notes of the Association; keep proper books of account; cause a financial review of the Association books to be made by a public accountant at the completion of every second fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting and deliver a copy of each to the members.

**ARTICLE IX  
COMMITTEES**

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the President shall appoint other ad hoc committees as deemed appropriate in carrying out it's purpose.

**ARTICLE X  
BOOKS AND RECORDS**

The books, records and papers, as defined by the Virginia Property Owners Act of 1989 as amended, of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The books and records of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

## **ARTICLE XI ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments scheduled payment which is not paid when due shall be delinquent. As more fully provided in the Declaration, any account that is delinquent shall be subject to charges and costs of collection. The Association may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the property and/or accelerate the payment for the balance of the fiscal year. Charges, costs of collection and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

## **ARTICLE XII CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: **ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**

## **ARTICLE XIII AMENDMENTS**

**Section 1** These Bylaws may be amended, at a regular or special meeting of the members, by approval of 51 percent (51%) of members present in person or by proxy, Provided That, the proposed amendment has been delivered to the membership, or published in the community newsletter, at least 15 days before the vote on the amendment.

**Section 2** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## **ARTICLE XIV MISCELLANEOUS**

**Section 1 Fiscal Year** The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.


**Section 2 Check Signature Requirements** All checks issued by the Association shall be signed by two (2) officers of the Association.

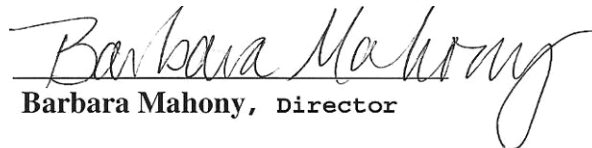



**Section 3 Grandfather Clause** Any design change (past, present or future) to a Lot located within the Orange Hunt Square Homeowners Association that was approved, in writing, or identified as being in compliance on any past, current or future disclosure packet properly issued under the Virginia Property Owners' Act, is hereby considered in compliance with current or future Architectural Guidelines providing the item identified in the design change or as reported on a Disclosure Statement is kept in proper repair and appearance and if replaced, the replacement must adhere to the current guidelines adopted and in force by the Association at the time of replacement.

**CERTIFICATION**

IN WITNESS WHEREOF, we, the undersigned, do hereby certify THAT we are the duly elected and acting Directors of The Orange Hunt Square Homeowners Association, Inc., a Virginia corporation, and THAT the foregoing Restatement of the Bylaws of said Association are an accurate and true restatement incorporating the text of the amendments that were duly adopted by Class A members present at meetings of the General Membership held on November 2, 2009, on October 27, 2010 and on October 26, 2011 thereof, have hereunto set our hands this 10<sup>th</sup> day of November 2011.

  
\_\_\_\_\_  
Tim Brannon, Director

  
\_\_\_\_\_  
Barbara Mahony, Director

  
\_\_\_\_\_  
Michael Whittredge, Director

  
\_\_\_\_\_  
Emerson Ellis, Director

\_\_\_\_\_  
Vacant, Director

IN WITNESS WHEREOF, I do hereby certify that I am the duly appointed and acting Secretary of the Orange Hunt Square Homeowners Association and have hereunto subscribed my name and affixed the seal of said Association this 10<sup>th</sup> day of November, 2011.

SEAL

  
\_\_\_\_\_  
Julie Brannon, Secretary



***ORANGE HUNT SQUARE  
HOMEOWNERS ASSOCIATION, INC.***

**POLICY RESOLUTIONS**

- PR-1 - Book of Resolutions**
- PR-2 - Procedures to Adopt Policy Resolutions**
- PR-3 - Procedures to Adopt Administrative Resolutions**
- PR-4 - Procedures to Adopt General Resolutions**
- PR-5 - Procedures to Adopt Special Resolutions**
- PR-6 - Design Review Procedures**
- PR-6 Addendum - Architectural Design Guidelines**
- PR-7 - Vehicle Policies**
- PR-8 - Pet Policies, General**
- PR-8.5 – Use of Common Areas with Pets**
- PR-9 - Use of Lots, Living Units and Common Area**
- PR-10 - Repealed November 1, 2010**
- PR-11 - Common Area Parking Plan**
- PR-12 – Complaint Procedure for Alleged Violations of Virginia Laws**

**<http://orangehuntsquarehomeowners.com>**



**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**  
**POLICY RESOLUTION NO. 1**  
**BOOK OF RESOLUTIONS**

Relating to types of Board resolutions and  
manner of recording

WHEREAS, Article VII, Section 1 of the Bylaws states that "The Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association" and

WHEREAS, there is a need for the Board of Directors to keep a record of the actions and decisions taken in the performance of its duties; and

WHEREAS, it is the intent of the Board of Directors to maintain a record of its decisions in addition to the customary Book of Minutes;

NOW, THEREFORE, BE IT RESOLVED THAT the Board shall create a Book of Resolutions which shall be an orderly and indexed record of the Rules and Regulations of the Association and of the resolutions that are adopted by the Board, specifically Policy Resolutions, Administrative Resolutions; Special Resolutions, and General Resolutions as described below.

**I BOOK FORMAT**

The Book of Resolutions shall be composed of four main sections, one for Policy Resolutions, One for Administrative Resolutions, one for Special Resolutions, and one for General Resolutions, such resolutions to be arranged in each section in order of their adoption. These resolutions shall be classified as follows:

- A. **"Policy Resolutions"** shall mean and refer to resolutions adopted by the Board of Directors which specifically relate to the long-term governance of the Association, including, but not necessarily limited to, actions affecting Owners' property rights, actions affecting Owners' obligations, and protection of the equity of the Association and Owners. All Policy Resolutions shall be recorded in Part One of the Book of Resolutions of the Association and attached to the Minutes of the meeting at which they were adopted.
  
- B. **"Administrative Resolutions"** shall mean and refer to those resolutions adopted by the Board which deal with the internal operation and structure of the Association, including but not limited to, financial procedures, committee terms of reference, etc. All Administrative Resolutions shall be duly recorded in Part Two of the Book of Regulations and attached to the Minutes of the meeting at which they were adopted.

- C. **"Special Resolutions"** shall include those resolutions adopted by the Board of Directors involving actions relative to questions of compliance by an Owner with the provisions of the Association's governing legal documents, or the Book of Resolutions. Special Resolutions shall be duly recorded in Part Four of the Book of Resolutions and attached to the Minutes of the meeting at which they were adopted.
- D. **"General Resolutions"** shall mean and refer to those resolutions adopted by the Board which relate to specific expenditures, single task actions, and other such general matters of the Board which have no continuing, far-reaching, or precedent-setting implications. General Resolutions shall be recorded in Part Three of the Book of Resolutions and attached to the Minutes of the meeting at which they were adopted.

## **II DEFINITIONS**

This Book of Resolutions shall incorporate by reference all definitions contained in the governing legal documents for the Association. The terms defined below are also used in this Book of Regulations:

- A. "Board" refers to Board of Directors.
- B. "Association" refers to Orange Hunt Square Homeowners Association, Inc.
- C. As the context may require, the terms "Owner" or "Lot Owner" shall refer to Lot Owners, members of their families, their guests, tenants, employees and invitees, as well as the owners association of any residential or non residential condominium or owners association which may be created within the property.

## **III FORMAT OF RESOLUTIONS**

The format of resolutions shall conform to the format set out on the attached Exhibit A.

## **IV RESPONSIBILITY**

The secretary shall be responsible for maintaining the Book of Resolutions and providing to the Owners appropriate and prompt notice of any additions or changes.

## **V INSPECTION**

The Book of Resolutions shall be made available for inspection by any Owner or representative of one of the project's Mortgagees upon request, during normal business hours.

## **VI CONFLICTS**

If the Book of Resolutions conflicts with the Virginia Non-Stock Corporation Act or the Association's legal documents, those documents shall prevail, according to the following hierarchy; the Non-Stock Corporation Act, the Declaration, the Articles of Incorporation, the Bylaws, the Book of Resolutions.

## **VII SEVERABILITY**

The invalidity of any portion of the Book of Resolutions shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Book of Resolutions.

## **VIII APPLICABILITY**

Wherever in this Book of Resolutions reference is made to the Association, such reference shall include the Association and the Managing Agent where such authority is delegated by the Association to the Managing Agent.

## **IX COMPLIANCE**

All Owners shall comply with the provisions of the Book of Resolutions.

## **X ENFORCEMENT**

The Association, or any Owner shall have the right to enforce, by any proceeding set forth herein or at law or in equity, all provisions of the Book of Resolutions as well as the Association's governing legal documents. Failure by the Association, or any Owner to enforce any of the provisions of this Book of Resolutions shall in no event be deemed a waiver of the right to do so thereafter. A waiver of such rights shall be effective only pursuant to an instrument in writing signed by the party to be charged with such waiver and shall be limited to the particular provision contained herein which is expressly set forth as being waived.

## **XI VIOLATION AND NUISANCE**

Every act or omission whereby any provision of the Book of Resolutions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, the Association, or any Owner.

All Owners must observe and abide by all Resolutions posted by the Association and/or local authorities. If any Owners violate any of these Resolutions, they will hold the Association harmless for any and all damages or losses that may ensue, and waive any and all rights and notices in connection herewith that they may have under the provisions of any applicable governmental laws and ordinances.

## **XII VIOLATION OF LAW**

Any violation of any applicable governmental law, ordinance or regulations, pertaining to the ownership, occupation, or use of any portion of the Property is hereby declared to be a violation of this Book of Resolutions and is subject, at the discretion of the Board, to any or all of the enforcement procedures set forth herein.

## **XIII REMEDIES CUMULATIVE**

Each remedy set forth in this Book of Resolutions shall be in addition to all other remedies whether available at law or in equity, and all such remedies, whether or not set forth in this Book of Resolutions shall be cumulative and not exclusive.

## **XIV REFERENCE OF PRONOUNS**

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of the person or persons or entities may require.

## **XV METHOD OF ADOPTION**

All resolutions shall contain an indication of whether they were adopted at a regular or special meeting of the Board, or by written consent, as well as the date of adoption.

## **XVI AMENDMENT**

The Association reserves the right to amend, modify, delete, or replace any provisions set forth in this Book of Resolutions at any time by a majority vote of the Board of Directors and recorded by resolution of the Board of Directors, unless specifically stated otherwise.



**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**

**RESOLUTIONS ACTION RECORD**

Resolution Type Policy No. 1

Pertaining to: Types of Board Resolutions and manner of recording

Duly adopted at a meeting of the Board of Directors of Orange Hunt Square Homeowners Association, held October 6, 1992

Motion by: Mike Bryan Seconded by: Mary James

OFFICER	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>Mike Bryan</u> , President	X	___	___	___
_____ , Vice President	___	___	___	___
<u>Mary James</u> , Secretary	X	___	___	___
<u>Charlie Riley</u> , Director	X	___	___	___
<u>Mary Straub</u> , Director	X	___	___	___

ATTEST:

Mary C. James  
Secretary

6 Oct 1992  
Date

FILE:

Book of Minutes – 1992

Resolution Effective, Immediately

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**  
**RESTATEMENT OF**  
**POLICY RESOLUTION NO. 2**  
**POLICY RESOLUTIONS**

Relating to the process of considering  
and adopting Policy Resolutions

WHEREAS, Article VII, Section 1 of the Bylaws states that "The Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association" and

WHEREAS, there is a need for the Board of Directors to establish appropriate procedures for adopting and recording Policy Resolutions of the Board; and

WHEREAS, it is the intent of the Board of Directors to institute such rules and procedures;

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures for the adoption of Policy Resolutions be adopted:

**I FIRST READING**

The Board member introducing the resolution(s) shall provide the proposed resolution(s) to each Board member at least seventy-two (72) hours prior to the Board meeting at which it is to be introduced and shall present the proposed resolution(s) at the Board meeting. The proposed resolution(s) shall be set forth in or attached to the minutes of the Board meeting. Unless otherwise noted in the minutes, all Board members shall be deemed to be aware of the contents of the resolution by virtue of such prior distribution. At that meeting the Board shall set a time, date, and place, such time to be no less than fifteen (15) days thereafter, for a hearing on the proposed resolution(s).

**II PUBLICATION**

The proposed Policy Resolution or a reasonable summary thereof shall be printed in the Association newsletter, or shall be distributed to all Owners with notice of the time, date, place, and agenda of the hearing as set by the Board

**III CONSISTENCY**

The secretary shall be responsible for reviewing the proposed resolution for consistency with previously adopted resolutions and shall submit a report at the hearing. Legal counsel, when deemed necessary by a majority of the Board, shall be consulted as to

compliance with applicable law and consistency with the Association's governing legal documents.

#### **IV HEARING**

Printed copies of the agenda, which shall include consideration of the proposed resolution, shall be available at the hearing. Copies of the full resolution shall be available at the hearing. Owners or their representatives shall have an opportunity to comment on the proposed resolution, subject to the guidelines announced at the beginning of the hearing. The Board may delegate to an appropriate committee the authority to conduct the meeting.

#### **V BOARD ACTION**

At a meeting of the Board, to be held not later than its next regularly scheduled meeting from the date of the hearing, the Board shall take action on the proposed Policy Resolution. To be adopted, the resolution must be approved by a majority vote of the Board of Directors. If the resolution is adopted, the Board shall announce the adoption in the official newsletter or mail or deliver to each owner a special announcement. The full resolution or a summary of the resolution shall be included in the newsletter or special announcement. An executed copy of the full resolution shall be placed in the Book of Resolutions. Any modifications, adoptions or annulments will require a republication by the Board within seven (7) days after the meeting, but are not subject again to the hearing process.

#### **VI WAIVER**

Policy Resolutions adopted by the initial Board of Directors appointed by the Declarant shall not be subject to procedures I through IV above. The Board shall provide prompt and adequate notice to Owners of the existence of such resolutions and their content.

#### **VII DURATION**


The effective date of resolutions adopted by the Board shall be fourteen days after the day of publication to the community. Policy Resolutions shall remain in effect until such time as repealed or amended by the Board of Directors.

#### **VIII AMENDMENT**


To substantively amend a Policy Resolution, the Board will follow the procedures for adoption of a Policy Resolution.

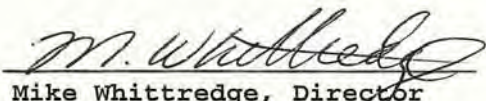
**CERTIFICATION**

IN WITNESS WHEREOF, we, the undersigned, do hereby certify THAT we are the duly elected and acting Directors of The Orange Hunt Square Homeowners Association, Inc., a Virginia corporation, and THAT the foregoing Restatement of Policy Resolution 2 of said Association are an accurate and true restatement incorporating the text of the amendments that were duly adopted by the Board of Directors on May 10, 2010 thereof., have hereunto set our hands this 24<sup>th</sup> day of June 2011.

  
\_\_\_\_\_  
Tim Brannon, Director

*ABSENT*  
\_\_\_\_\_  
Emerson Ellis, Director

  
\_\_\_\_\_  
Chris Everett, Director

  
\_\_\_\_\_  
Mike Whittredge, Director

\_\_\_\_\_  
Vacant, Director

IN WITNESS WHEREOF, I do hereby certify that I am the duly appointed and acting Secretary of the Orange Hunt Square Homeowners Association and have hereunto subscribed my name and affixed the seal of said Association this 24<sup>th</sup> day of June, 2011.

**SEAL**

  
\_\_\_\_\_  
Julie Brannon, Secretary

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.  
RESTATEMENT OF  
POLICY RESOLUTION NO. 3  
ADMINISTRATIVE RESOLUTIONS**

Relating to the process of considering  
and adopting Administrative Resolutions

WHEREAS, Article VII, Section 1 of the Bylaws states that "The Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association" and

WHEREAS, there is a need for the Board of Directors to establish appropriate procedures for adopting and recording Administrative Resolutions of the Board; and

WHEREAS, it is the intent of the Board of Directors to institute such rules and procedures;

NOW, THEREFORE, BE IT RESOLVED THAT the following procedures for the adoption of Administrative Resolutions be adopted:

**I PROCEDURE FOR ADOPTION**

The Board member introducing the resolution(s) shall provide the proposed resolution(s) to each Board member at least seventy-two (72) hours prior to the Board meeting at which it is to be considered and shall present the proposed Administrative Resolution(s) at the Board meeting. The proposed resolution(s) shall be set forth in or attached to the minutes of the Board meeting. Unless otherwise noted in the minutes, all Board members shall be deemed to be aware of the contents of the resolution by virtue of such prior distribution.

The secretary will review the proposed resolution for consistency with previously-adopted resolutions and make a report to the Board. Legal counsel, when deemed necessary by a majority of the Board, shall be consulted as to compliance with applicable law and consistency with the Association's governing legal documents. The proposed resolution may be amended and/or adopted by a majority vote of the Directors at a meeting at which a quorum is present. If the resolution is adopted, it shall be placed in the Book of Resolutions.

## **II DURATION**

Administrative Resolutions shall remain in effect until repeal or any subsequent amendment by the Board, unless a lesser period is stated in the resolution. The secretary shall place on the agenda of the Board consideration of any resolution due to expire forty-five (45) days prior to its stated expiration, if such is the case. If the resolution is not reviewed prior to expiration, the resolution shall remain in effect until reviewed.

## **III AMENDMENT**


Administrative Resolutions may be amended by the Board of Directors with a majority vote of Directors at a meeting at which a quorum is present.

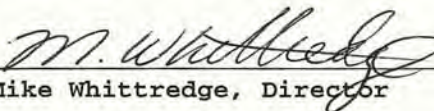
**CERTIFICATION**

IN WITNESS WHEREOF, we, the undersigned, do hereby certify THAT we are the duly elected and acting Directors of The Orange Hunt Square Homeowners Association, Inc., a Virginia corporation, and THAT the foregoing Restatement of Policy Resolution 3 of said Association are an accurate and true restatement incorporating the text of the amendments that were duly adopted by the Board of Directors on May 10, 2010 thereof., have hereunto set our hands this 24<sup>th</sup> day of June 2011.

  
\_\_\_\_\_  
Tim Brannon, Director

*ABSENT*  
\_\_\_\_\_  
Emerson Ellis, Director

  
\_\_\_\_\_  
Chris Everett, Director

  
\_\_\_\_\_  
Mike Whittredge, Director

\_\_\_\_\_  
Vacant, Director

IN WITNESS WHEREOF, I do hereby certify that I am the duly appointed and acting Secretary of the Orange Hunt Square Homeowners Association and have hereunto subscribed my name and affixed the seal of said Association this 24<sup>th</sup> day of June, 2011.

**SEAL**

  
\_\_\_\_\_  
Julie Brannon, Secretary

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.  
POLICY RESOLUTION NO. 4  
GENERAL RESOLUTIONS**

Relating to the process of considering  
and adopting General Resolutions

WHEREAS, Article VII, Section 1 of the Bylaws states that "The Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association" and

WHEREAS, there is a need for the Board of Directors to establish appropriate procedures for adopting and recording General Resolutions of the Board; and

WHEREAS, it is the intent of the Board of Directors to institute such rules and procedures;

NOW, THEREFORE, BE IT RESOLVED THAT the following guidelines for General Resolutions be adopted:

**I PROCEDURE FOR ADOPTION**

The proposed General Resolution shall be read and acted upon in any regular or special meeting of the Board. To be adopted, a General Resolution shall have the approval of the majority of the Directors present at a meeting at which there is a quorum.

**II BOOK OF MINUTES**

General Resolutions adopted by the Board of Directors shall appear in Part III of the Book of Resolutions and shall be attached to the Minutes of the meeting at which they were adopted.



**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**

**RESOLUTIONS ACTION RECORD**

Resolution Type Policy No. 4

Pertaining to: the process of considering and adopting General Resolutions

Duly adopted at a meeting of the Board of Directors of Orange Hunt Square Homeowners Association, held October 6, 1992

Motion by: Mary James Seconded by: Mike Bryan

OFFICER	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>Mike Bryan</u> , President	X	___	___	___
_____ , Vice President	___	___	___	___
<u>Mary James</u> , Secretary	X	___	___	___
<u>Charlie Riley</u> , Director	X	___	___	___
<u>Mary Straub</u> , Director	X	___	___	___

ATTEST:

Mary C. James  
Secretary

6 Oct 1992  
Date

FILE:

Book of Minutes – 1992

Resolution Effective, Immediately

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**  
**POLICY RESOLUTION NO. 5**  
**SPECIAL RESOLUTIONS**

Relating to due process procedures

WHEREAS, Article VII, Section 1 of the Bylaws states that "The Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association" and

WHEREAS, Article XII, Section 1 of the Declaration of Covenants, Conditions and Restrictions establishes procedures and requirements whereby the Association may take appropriate action(s) to enforce the provisions of the Governing Documents; and

WHEREAS, Article IX of the Bylaws stipulates that the Board of Directors shall establish a Architectural Control Committee, which Committees' responsibilities shall include the enforcement of the Association's Governing Documents; and

WHEREAS, for the benefit and protection of the Association and of the individual Members, the Board deems it necessary and desirable to establish and operate by a procedure to assure due process in cases where there is a question of compliance by a Member with provisions of the Code of Virginia, the Founding Documents, or the Book of Resolutions, thereby attempting to minimize the necessity of seeking action in or through a court of law;

NOW, THEREFORE, BE IT RESOLVED THAT Special Resolutions dealing with enforcement of provisions of the Code of Virginia, the Founding Documents and the Book of Resolutions shall be adopted in accordance with the following procedures:

**I VIOLATIONS OF THE FOUNDING DOCUMENTS  
OR THE BOOK OF RESOLUTIONS**

- A. Actions Prior to Initiation of Formal Special Resolutions Process. Any Member, Tenant, officer, or management agent of the Association has the authority to request that a Member or Tenant cease or correct any act or omission which appears to be in violation of the aforementioned documents. Such informal requests should be made before the formal process is initiated.

Other than alleged covenant violations or alleged violations of the Design Guidelines, disputes between owners regarding activities within the private lots or living units or the appurtenant common areas, the Association will generally not become involved in the disputes or act on a complaint unless two or more persons have complained in writing.

The Managing Agent, if any, may suspend the right of a Member to use any facility which is part of the Common Areas if such Member's use of the facility is in violation of the rules and may endanger life, limb or property or equity of the Association, and a verbal request to cease or correct the violation has not been heeded.

The Association may make initial attempts to secure compliance through correspondence to the offending parties which states the time, date, place and nature of the violation and which sets forth the time period in which the violation must be corrected. If the offending party is a Tenant, the record owner of the Unit shall also be notified at this time. Copies of such correspondence shall be maintained in the Association files, and a copy shall be sent to counsel for the Association.

- B.** Written Complaint. If the actions described in Section A prove unsuccessful, the Enforcement Procedures shall be initiated upon the filing of a written complaint by any Member, tenant, officer, director or management agent of the Association (the Complainant) with a Board member or, if any, the Managing Agent who shall forward the Complaint to the Architectural Control Committee. The complaint shall include a written statement of charges which shall set forth in clear and concise language the acts or omissions with which the offending party (the Respondent) is charged, to the end that the Respondent will be able to prepare a defense. The complaint shall specify the specific provisions of the Governing Documents which the respondent is alleged to have violated and shall contain supporting facts. The complaint must be as specific as possible as to times, dates, places and persons involved.
- C.** Preliminary Investigation. Upon receipt and consideration of the written complaint, the Architectural Control Committee may request the Managing Agent, if any, or a member of the Architectural Control Committee to make a preliminary investigation as to the validity of the complaint and promptly report the findings to the committee. If the condition has been corrected or the complaint is invalid for any reason, the committee shall determine the appropriate disposition of the matter and respond in writing to the Complainant. If preliminary investigation indicates the need for further action, the Architectural Control Committee may proceed as appropriate with the steps set forth below.
- D.** Service of Complaint. If preliminary investigation indicates further action is necessary, the Architectural Control Committee shall serve a copy of the complaint on the Respondent by either of the following means: (1) personal services, or (2) by certified mail, return receipt requested, and addressed to the Respondent at the address appearing on the books of the Association. Service by mailing shall be deemed effective two days after such mailing in a regular depository of the United States mail. The complaint shall be accompanied with a postcard or other written form as described in Section F below entitled "Notice of Defense" which constitutes a notice of defense hereunder. No order adversely affecting the rights of the

Respondent may be made in any case, unless the Respondent has been served as provided herein. If the Respondent is a Tenant, a copy of the complaint and accompanying notices provided for below, shall also be sent to the record owner of the Unit.

- E.** Notice of Hearing. Along with service of the complaint, the Architectural Control Committee shall serve a Notice of Hearing on all parties at least fifteen days prior to the hearing. The Notice of Hearing sent to the parties shall be substantially in the following form but may include other information.

"You are hereby notified that a hearing will be held before the Architectural Control Committee at \_\_\_\_\_ on \_\_\_\_\_ 19\_\_\_\_\_ at the hour of \_\_\_\_\_, upon the charges made in the complaint served upon you. You may be present at the hearing and may, but need not be, represented by counsel, may present any relevant evidence, and will be given full opportunity to examine and cross-examine all witnesses. You are entitled to request the attendance of witnesses and the production of books, documents, or other items by applying to the Board of Directors of the Association."

If any parties can promptly show good cause as to why they cannot attend the hearing on the scheduled date and indicate times and dates on which they would be available, the Committee may reschedule the hearing and promptly deliver notice of the new hearing date.

- F.** Notice of Defense. Service of the Notice of Hearing and complaint shall be accompanied by a Notice of Defense.

The Notice of Defense shall state that the Respondent may:

1. Attend the hearing before the Architectural Control Committee;
2. Object to the complaint on the grounds that it does not state the acts or omissions upon which the Architectural Control Committee may proceed;
3. Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare proper defense; or
4. Admit to the complaint in whole or in part. In such event, the Architectural Control Committee shall meet to determine appropriate action or penalty, if any.

Any objections to the complaint based on paragraphs 2 or 3 above shall be provided in writing to a member of the Architectural Control Committee or the Managing

Agent, if any, within five days of service of the complaint. The Architectural Control Committee shall consider the objection and make its determination within ten days of its receipt of the objection. The Architectural Control Committee shall make its determination and notify all parties within such ten-day period. If the complaint is found insufficient, the Complainant shall have ten days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Board of Directors that the complaint is still insufficient, then the matter shall be dismissed by the Board.

- G.** Cease and Desist Request. The Architectural Control Committee may, at its own discretion, issue a Cease and Desist request along with the complaint, Notice of Hearing and Notice of Defense. Such cease and desist request shall be subsequently in the following form:

The Architectural Control Committee has received the attached complaint.

The Architectural Control Committee hereby requests that you CEASE AND DESIST such acts or actions until such time as this order is abrogated by a ruling of the Architectural Control Committee, Board of Directors or a court of law.

Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation.

- H.** Amended or Supplemental Complaints. At any time prior to the hearing date, the Architectural Control Committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner provided herein. If the amended or supplemental complaint presents new charges, the Board of Directors shall afford the respondent a reasonable opportunity to prepare proper defense thereto.

- I.** Discovery. Upon written request to the other party, made prior to the hearing and within fifteen days after service of the complaint by the Architectural Control Committee or ten days after service of any amended or supplemental complaint, either party is entitled to: (1) obtain the names and addresses of witnesses to the extent known to the other party and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product. Any party claiming a request for discovery has not been complied with shall submit a petition to request discovery to the Architectural Control Committee. The Architectural Control

Committee shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

**J.** Statements. Sworn statements may be introduced into evidence by a party if a copy of the statement is mailed or delivered to the opposing party at least seven days prior to the introduction of the statement. The sworn statement, if introduced in evidence, shall be given the same effect as if the author had testified orally unless the opposing party, within five days after receipt of the statement, mails or delivers to the party seeking to introduce the statement a request to cross-examine the statement's author. If an opportunity to cross-examine the statement's author is not afforded after request is made as herein provided, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.

**K.** Constraints on the Architectural Control Committee. It shall be incumbent upon each member of the Architectural Control Committee to make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of objective consideration of the case shall disclose this fact to the Committee and shall not participate in the proceedings. (Any member of the Committee has the right to challenge any other member if such member believes they are unable to function in a disinterested and objective manner.)

Prior to the hearing, the Complainant and the Respondent may challenge any member of the Architectural Control Committee for cause. In the event of such a challenge, the Board shall meet within ten days to determine the sufficiency of the challenge. If the Board sustains the challenge, the President shall, at that time, require the challenged Board member to refrain from participation. All decisions of the Board in this regard shall be final.

**L.** Hearing. Hearings shall be held before all members of the Architectural Control Committee:

1. The Architectural Control Committee shall select one of its members to serve as hearing officer and preside over the hearing. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Architectural Control Committee may determine the manner in which the hearing will be conducted, so long as the rights set forth in this Resolution are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make the admission of such evidence improper. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding.

2. It is not required that a Complainant or Respondent be in attendance at the hearing. At the request of either the Complainant or the Respondent, the Architectural Control Committee may agree to conduct the hearing in private session.

3. Each party shall have the right to do the following, but may waive any or all of these rights:

- (a) make an opening statement;
- (b) introduce evidence, testimony and witnesses;
- (c) cross-examine opposing witnesses;
- (d) rebut evidence and testimony;
- (e) make a closing statement.

Even if a Complainant and/or the Respondent does not testify in his own behalf, each may still be called and questioned; however, if a party wishes to take advantage of this provision, the opposing party to be called must be notified at least five days in advance.

4. Whenever the Architectural Control Committee has commenced to hear the matter and a member of the Board withdraws prior to a final determination, the remaining members shall continue to hear the case.

5. The Architectural Control Committee may rule upon the complaint at the time of the hearing, including the levy of a charge or other actions authorized in Article XII of the Declaration. In any event, the Architectural Control Committee shall prepare a written decision disposing of the matters raised in the complaint, and shall serve a copy of the decision upon the Complainant and Respondent within ten days of the hearing, by either of the following means: (1) personal service, or (2) certified mail, return receipt requested.

**M.** Suspension of Privileges and Levying of Charges. Disciplinary action imposed by the Architectural Control Committee or Board of Directors may include suspending or conditioning the respondent's right to use any recreational facilities or imposing a charge not to exceed one hundred dollars (\$100.00) for any one violation. A violation which continues after the provision of written notice shall be treated as a continuing violation and shall result in a charge of ten dollars (\$10.00) per day until the violation ceases. Such charges shall be considered as an assessment against the lot owned by the member in violation. Such charges shall not be imposed for the nonpayment of assessments. For any non-continuing infraction, suspension of the right to use any or all recreational facilities shall be for a period of not more than sixty (60) days. For a continuing infraction (including nonpayment of any assessment after the same becomes delinquent), suspension may be imposed for so long as the violation continues.

## **II INTERPRETATIVE RULINGS**

**A.** Purpose of Rulings. Rulings of the Architectural Control Committee may serve to: (1) clarify the intent of provisions of the Founding Documents, Rules and Regulations or Book of Resolutions, (2) decide on the consistency of any such provisions with the other provisions of the Founding Documents, Rules and Regulations or the Book of Resolutions or (3) decide whether or not Resolutions and Rules and Regulations were duly adopted. The purpose is not to amend, expand or limit the provisions of the Governing Documents, although the Architectural Control Committee may propose such amendments, expansions or limits in the statements accompanying a ruling.

**B.** Petitions.

1. Any Owner, Tenant, Officer, Director or Agent of the Association may petition the Architectural Control Committee for an interpretative ruling by filing a petition directed to the Architectural Control Committee.

2. The petition must be legibly written in substantially the following form:

The undersigned requests the Architectural Control Committee to issue an interpretative ruling on the following provisions of the [indicate document] \_\_\_\_\_ . The issue in questions is: \_\_\_\_\_ .  
Response should be sent to \_\_\_\_\_

**C.** Decisions. To be effective, a decision of the Architectural Control Committee shall be by majority vote. The Architectural Control Committee shall have forty-five days from receipt of such petition to issue an interpretive ruling. This time period may be extended by the Architectural Control Committee at its discretion, by providing notice of the extension and the reasons to the party submitting the petition. Copies of the ruling shall be distributed to the parties and shall be included in the Book of Resolutions. A summary of the ruling will be placed in the Association newsletter. All rulings shall state the authority for such ruling and the basis of the decision.



### **III ACTION OF THE BOARD OF DIRECTORS**

A. No Architectural Control Committee. If the Board of Directors has not appointed an Architectural Control Committee then the Board shall perform the duties of the Architectural Control Committee in accordance with the procedures set forth herein.

B. Appeals

1. Rights of Owners. Final decisions of the Architectural Control Committee may be appealed by any party. The Board may make a preliminary review of the case and make a determination as to whether it will hear the appeal. The Board may, on the basis of the preliminary review, elect not to hear the appeal, in which case the Board will so inform the appealing party in writing and the Architectural Control Committee decision stands.

2. Appeals Petitions. Appeals petitions must be written and be submitted to the Board within ten days of receipt of the Architectural Control Committee's decision, in substantially the following form:

(I)(We) , hereby petition the Board of Directors to hear an appeal of the decision of the Architectural Control Committee (Application) (Case) No. \_\_\_ . (I)(We) further understand that within the Association, the decision of the Board of Directors on this issue is final.

3. Notice of Hearing. Notice of Hearing shall be as in Section I-E of this Resolution except that it is served by the Board.

4. Procedures. All of the rights and procedures established in Part I of this Resolution shall apply to appeals.

5. Effect of Decision. The Board may modify, reverse or uphold the Committee's decision in its entirety.

6. Further Action. An individual must exhaust all available remedies of the Association prescribed by this resolution before resorting to a court of law for relief with respect to an alleged violation by another Owner of any provision of the Governing Documents. The foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board.

#### **IV INTERPRETATION**

This resolution is intended to ensure that due process is provided to Owners and Tenants in proceedings before the Architectural Control Committee and Board of Directors.

The Board of Directors, as appropriate, may determine the specific manner in which the provisions of this resolution are to be implemented, provided that due process is protected.

Any inadvertent omission or failure to conduct proceedings in exact conformity with this resolution shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth in this resolution.

"Due process," as used in this resolution, refers to the following basic rights:

- (a) The charges shall be provided to the Respondents.
- (b) A hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced.
- (c) Basic principles of fairness shall be applied.

#### **V MISCELLANEOUS**

The use of the masculine gender includes the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context so requires.

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**

**RESOLUTIONS ACTION RECORD**

Resolution Type Policy No. 5

Pertaining to: Special Resolutions relating to due process procedures

Duly adopted at a meeting of the Board of Directors of Orange Hunt Square Homeowners Association, held October 6, 1992

Motion by: Mike Bryan Seconded by: Mary James

OFFICER	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>Mike Bryan</u> , President	X	___	___	___
_____ , Vice President	___	___	___	___
<u>Mary James</u> , Secretary	X	___	___	___
<u>Charlie Riley</u> , Director	X	___	___	___
<u>Mary Straub</u> , Director	X	___	___	___

ATTEST:

Mary C. James  
Secretary

6 Oct 1992  
Date

FILE:

Book of Minutes – 1992

Resolution Effective, Immediately

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**  
**POLICY RESOLUTION NO. 6**  
**DESIGN REVIEW PROCEDURES AND GUIDELINES**  
**As Amended**

Relating to changes to Lots, Living Units, or Common Elements

WHEREAS, Article VII, Section 1 of the Bylaws states that "The Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association" and

WHEREAS, Article IX of the Bylaws requires the appointment of a Architectural Control Committee by the Board of Directors, to execute such powers and duties as set forth in the Association's Legal Instruments, including the review and approval, disapproval or modification of requests for alterations to the exterior appearance of Lots or Living Units or Common Areas; and

WHEREAS, the Board deems it necessary to establish further guidelines and procedures for Unit Owners wishing to make changes to their Lot or Living Unit; and

WHEREAS, on November 10, 2011 the Board of Directors voted to amend Article V, Item 3 of this Resolution;

NOW, THEREFORE, BE IT RESOLVED THAT the following is a Restatement of Policy Resolution 6 as amended:

**I GENERAL**

- A. No exterior alteration, addition, or change may be made to Lots or Living Units without prior application to and approval of the Architectural Control Committee, except as noted in this Resolution.
- B. Certain changes and additions are prohibited by this Resolution.
- C. All Owners are responsible for assuring that changes and additions are made only in accordance with the provision of this Resolution.

## II APPLICATION PROCEDURES

### A. Requirements For All Applications

1. Owners wishing to make any of the changes must submit the proper written application to the Architectural Control Committee with all appropriate sections completed, including required submissions.
2. Oral requests will not be considered.
3. Each alteration or addition must be specifically approved even though the intended alteration or improvement conforms to the Association's Founding Documents or this Resolution, and even when a similar or substantially identical alteration or addition has been previously approved.
4. Approval of any project by the Association does not waive the necessity of obtaining the required governmental permits.
5. Obtaining a governmental permit does not waive the need for Association approval.
6. The Association will not knowingly approve a project which is in violation of the local building or zoning codes.
7. Burden rests with applicant to demonstrate the acceptability of the proposal. Applicant must submit any submissions required by the Architectural Control Committee for an alteration or improvement of the type proposed. Applicant may submit with the application any additional materials such as exhibits, petitions, photographs, experts' statements and the like that applicant deems appropriate. Applicant may request an opportunity to appear before the Architectural Control Committee, along with any witnesses applicant desires to have testify.

### B. Administrative Requirements

1. The Architectural Control Committee, shall act on the application and give notice to the applicant within thirty (30) days from receipt of a complete application, including all submissions required. The Architectural Control Committee shall notify an applicant, in writing, of any deficiencies in the application which preclude consideration of the application and the commencement of the thirty (30) day review period.

2. The Architectural Control Committee may delegate to a managing agent the responsibility for receiving applications and notifying applicants of the decisions of the Committee. In such case, the review period shall commence upon the date of receipt of a complete application by the Managing Agent.
3. Applicant must inform the Architectural Control Committee in writing of the-date on which construction starts.
4. If applicant desires to make changes during construction a revised application must be submitted to the Architectural Control Committee, which shall promptly act upon the revised application.
5. Applicant must provide the Architectural Control Committee with notice of completion.
6. Upon completion, the Architectural Control Committee may, at the request of the owner, inspect the living unit, lot or Common Areas and, if satisfied that construction is in compliance with approved plans, will issue a Certificate of Compliance.

### **III RESULTS OF REVIEW**

- A. The applicant shall be informed in writing of the decision.
- B. If the applicant fails to receive a reply indicating a decision by the Architectural Control Committee or Board of Directors within thirty (30) days from receipt by the committee of a completed application and submissions, the request shall be deemed in compliance with Section VIII of the Declaration of C C & R.
- C. If a proposal is rejected or approved with modifications, the reason(s) for disapproval or modifications shall be stated as part of the written decision. Notice of such decisions shall be sent to applicants by certified mail.
- D. The applicant may request reconsideration if new or additional information which might clarify the request or demonstrate its acceptability can be provided. A request for reconsideration must be submitted in writing within ten (10) days following a decision by the Architectural Control Committee. Applicant must request such reconsideration by the Architectural Control Committee before applicant may appeal a decision to the Board of Directors. The Architectural Control Committee shall respond to a request for reconsideration of a decision within thirty (30) days from the date of receipt of such request.

- E. If the application is denied again upon reconsideration by the Architectural Control Committee, applicant may appeal the decision to the Board of Directors, pursuant to the procedures for appeal set forth in part IV of this Policy Resolution.
- F. Copies of all Requests for Review will be filed according to unit number, along with the written decision and a statement of action taken, if any. There will be a cross-index which categorizes cases into types, for future reference. This index shall be made available, upon request, to any Owner considering an alteration or improvement to his home or lot.
- G. All approvals shall expire six months after the date of approval if the item approved has not been started.
- H. Any approved modification must be substantially completed in accordance with the plans and specifications approved by the Architectural Control Committee within twelve (12) months after construction has commenced, except that the Committee may grant extensions where completion is impossible or is the result of matters beyond the control of the owner or builder, such as strikes, casualty losses, national emergencies or acts of God.

#### **IV APPEAL OF ARCHITECTURAL CONTROL COMMITTEE TO BOARD OF DIRECTORS**

- A. Rights of Owners. Final decisions of the Architectural Control Committee pertaining to a request for design changes may be appealed to the Board of Directors if such action is taken within fifteen (15) days of the receipt of the decision of the Architectural Control Committee.
- B. Appeals Petition. Appeals petitions must be in writing and in substantially the following form:

(I)(We) hereby petition the Board of Directors to hear an appeal of the decision of the Architectural Control Committee (Application) (Case No.) (I)(We) further understand that within the Association the decision of the Board of Directors on this issue is final.
- C. Board Decision. The Board of Directors shall act within thirty (30) days following receipt of an appeals petition and notify the applicant in writing of the Board's decision. The Board may sustain or reverse a decision of the Architectural Control Committee. Two-thirds of the Board of Directors shall be required in order to reverse a decision of the Architectural Control Committee.

## V. DESIGN GUIDELINES

### A. General

#### 1. Conditions for Architectural Control

No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or Living Unit, shall be made or done without the prior approval of the Architectural Control Committee. No structure (permanent or temporary) shall be commenced, erected, maintained, improved, altered, made or done on such property without the prior written approval of the Architectural Control Committee.

#### 2. Aesthetic Conditions

Nothing shall be kept or stored on the exterior of the lots or common areas which would create an unsightly condition. This includes, but is not limited to, refuse containers, trash or rubbish, machinery and equipment, building materials, etc.

#### 3. Design Guidelines Handbook

The Board of Directors may adopt design guidelines which will establish detailed guidelines and approval procedures related to permitted and prohibited changes to the Lots or Living Units. Such Guidelines shall be an addendum to this resolution and may be periodically updated and modified by the Board in accordance with the procedures set forth in Policy Resolution No.2.

The Board shall ensure that all current and future members of the Association receive a copy of said guidelines. Such copy may be in the form of the actual addendum or published in a different format **PROVIDING** that there are no changes to the actual wording of the guidelines as adopted in the addendum.

#### 4. Materials and Colors

- (a) Only the exterior materials existing on the parent structure or compatible with the architectural design character of the community will be approved.
- (b) All exterior color changes must be approved by the Architectural Control Committee. Exterior color changes will be approved only if the proposed color is in harmony with the existing homes in the community or if the color is similar to the colors originally employed in the community. Approval is not required to repaint or re-stain a home using the same color originally employed.



- (c) In general, only those areas that are painted may be repainted; only those areas that are stained may be re-stained; unpainted surfaces and unstained areas, such as brick, shall remain unpainted and unstained.

## **VI. PROCEDURES FOR MONITORING COMPLIANCE**

### **A. Inspection**

The Architectural Control Committee shall periodically survey the Community for compliance with design standards.

### **B. Alleged Violations**

1. All reports of alleged violations of this Resolution must first be submitted to the Managing Agent (or Association staff) or Architectural Control Committee who will inspect, to determine whether a violation actually exists.
2. If the Managing Agent (or Association staff) or Architectural Control Committee determines that a violation exists, the Agent (staff) or Architectural Control Committee shall attempt informally to obtain compliance. If that fails, then the Agent shall inform the Owner in writing with a copy to the Architectural Control Committee, giving the owner thirty (30) days in which to correct the violation. This notice period may be reduced in the event of an emergency situation or in cases where the violation will increase or enhance with the passage of time. In such cases, notice shall be sent by certified mail.
3. If the violation continues for thirty days after notification to the resident in violation (or if no substantial progress is made in curing the violation, where such remedy would require more than thirty days) a letter will be sent by certified mail to the resident in violation.

This letter will provide notice that the violation must be remedied within fifteen days from the date of mailing of the letter (or alternatively, that the resident in violation must submit to the Architectural Control Committee a written plan, *including timing*, for the abatement of such violation within a reasonable period of time, where such violation cannot be cured within fifteen days.

4. If the violation is not abated within fifteen days from the date of mailing of the certified letter (or if progress is not being made to abate such violation in accordance with a plan agreed to by the resident in violation and the Architectural Control Committee) the Committee will send the resident in violation a certified letter informing them of the time and place of a hearing by the Architectural Control Committee. Such notification and hearing shall be conducted in

accordance with the procedural and due process requirements set forth in Policy Resolution No. 5.

5. The Architectural Control Committee's actions may include any or all of the following:
  - a. Issuing a cease and desist request.
  - b. Requesting the Owner to remove the unacceptable improvement or restore the affected area to its condition before the change.
  - c. Notifying the Mortgagee of the violation.
  - d. Suspending privileges for use of the common areas or levying a charge in accordance with the provisions set forth in Policy Resolution No. 5.

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**

**RESOLUTIONS ACTION RECORD**

Resolution Type: **Policy**

Resolution Number: **6 as Amended**

Pertaining to: Design Guidelines and their publication

Duly adopted at a meeting of the Board of Directors of the Orange Hunt Square Homeowners Association, held on November 10, 2011:

Motion by: **Tim Brannon**      Seconded by: Mike Whittredge

Directors	VOTE			
	Yea	Nay	Abstain	Absent
<u>Tim Brannon</u> Tim Brannon, Director	<u>X</u>	—	—	—
<u>Barbara Mahony</u> Barbara Mahony, Director	<u>X</u>	—	—	—
<u>Michael Whittredge</u> Michael Whittredge, Director	<u>X</u>	—	—	—
<u>- Absent -</u> Emerson Ellis, Director	—	—	—	—
_____ , Director	—	—	—	—

ATTEST:

Julie Brannon  
Julie Brannon, Secretary

Nov. 10, 2011  
Date

File:  
Book of Resolutions  
Minutes of Meeting

Resolution Effective: **November 10, 2011**

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**  
**Addendum to Policy Resolution Six (6)**  
**DESIGN GUIDELINES**

*As Amended on November 29, 2016*

**WHEREAS:** The Board of Directors, in accordance with Article V, A.3. of Policy Resolution No. 6, Design Review Procedures and Guidelines relating to changes to Lots, Living Units, or Common Elements, desire to update and modify the existing Design Guidelines;

**WHEREAS:** The Architectural Control Committee (ACC) is appointed by the Board of Directors (BOD), as mandated in Article VIII of the Declaration of Covenants, Conditions and Restrictions, and is charged with ensuring the homes and common property within Orange Hunt maintain their attractiveness and value to the homeowner and the association;

**WHEREAS:** It is the intent of the Board of Directors that the Architectural Control Committee (ACC) is to work constructively, and communicate with, individual homeowners who wish to make design changes to ensure their needs are met while ensuring the integrity and appearance of each home and the community.

**WHEREAS:** The Board of Directors, in accordance with Policy Resolution No. 1, Procedures to adopt, modify policy resolutions, published a draft of these guidelines and held a hearing of the general membership on May 3, 2010 to discuss the proposed guidelines;

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:** the ACC shall design, and modify as needed, a Design Review Application to be available to the members via the Associations' web site or by individual request and this application shall replace the Design Review Application in Policy Resolution 6.

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:** the BOD do hereby adopt these design guidelines which abolished previous guidelines known as Addendum to Policy Resolution 6, Additional guidelines (adopted in 1995), Policy Resolution 10, Satellite Dish Policies and that these guidelines shall replace the previous guidelines found in the Orange Hunt Square Homeowners Manual.

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:** This Addendum to Resolution 6 shall be known as the Orange Hunt Square Homeowners Association Design Guidelines

# DESIGN GUIDELINES

## ADDRESS DISPLAYS

See House numbers.

## ANTENNAS, DISH STYLE:

This guideline replaces Orange Hunt Square Homeowners Association Policy Resolution 10.

In accordance with Federal Communications Commissions' ruling of Over the Air Reception Devices (OTARD), the following guidelines exist concerning dish style antennas:

**Size:** Dish size may not exceed 1 meter (39.37") in size.

**Location:** In order to maintain a colonial style to the property, the Board of Directors has established a hierarchy of locations when installing dish style antennas to obtain an acceptable signal quality.

1. Devices shall be installed solely within such individual Lot and shall not be installed on Common Area, and are to be placed at the rear roof portion or rear yard, or yard area, within the lot. Ideally, the device should not be visible from the street unless acceptable signal quality is unavailable.
2. To the maximum extent possible, Devices shall be located in a place shielded from view when standing on the street and from the view of other lots; provided, however, that nothing in these Rules would require installation in a location from which an acceptable quality signal cannot be received. This section does not permit installation on Common Area, even if an acceptable quality signal cannot be received from the individual Lot.
3. If acceptable signal quality still cannot be obtained dish antennas may be installed within the front of the property. Notification of this type of installation should be sent to the ACC along with a statement from the installer that this is the only location that could be used to receive acceptable signal quality.
4. The Association shall not be required to alter or remove any landscaping on common property for reception purposes.

**No antenna may be mounted on the common areas of the Association.**

**Cabling:** Cables associated with the installation and use of dish style antennas should be bundled together and, if required to run outside of the home, attached to the home so it does not detract from the appearance of the property or community.

**Installation:** Homeowners are responsible for ensuring that antennas are securely installed and they in no way affect the safety of others.

**ANTENNAS, STICK STYLE** (FOR USE OF RECEIVING LOCAL TELEVISION BROADCAST SIGNALS ONLY):

In accordance with Federal Communications Commissions' ruling of Over the Air Reception Devices (OTARD), the following guidelines exist concerning stick style antennas:

**Location:**

1. If acceptable quality signals can be received by placing Devices inside a Living Unit, without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.
2. If acceptable quality signals can not be received within a living unit, devices shall be installed solely within such individual Lot and shall not be installed on Common Area, and are to be placed at the rear roof portion or rear yard, or yard area, within the lot.
3. To the maximum extent possible, Devices shall be located in a place shielded from view when standing on the street and from the view of other lots; provided, however, that nothing in these Rules would require installation in a location from which an acceptable quality signal cannot be received. This section does not permit installation on Common Area, even if an acceptable quality signal cannot be received from the individual Lot.
4. The Association shall not be required to alter or remove any landscaping on common property for reception purposes.

**No antenna may be mounted on the common areas of the Association.**

**Cabling:** Cables associated with the installation and use of stick style television antennas should be bundled together and, if required to run outside of the home, attached to the home so it does not detract from the appearance of the property or community.

**Installation:** Homeowners are responsible for ensuring that antennas are securely installed and they in no way affect the safety of others.

**ANTENNAS, OTHER:** (AMATURE RADIO, ETC.):

Installation of antennas used for AM/FM radio, amateur ("HAM") radio, Citizens Band ("CB") radio, and Digital Audio Radio Services ("DARS") signals requires prior approval from the Architectural Committee and may not always be approved.

**No antenna may be mounted on the common areas of the Association.**

## **ATTIC EXHAUST FANS**

Attic exhaust fans and/or attic ventilators (wind turbines) are permitted. If mounted on a gable end, it must be painted to match the color of the gable. New installation of exhaust fans and/or attic ventilators require ACC approval and are restricted to the rear slope of the roof (if roof mounted) or may be mounted on a gable end. Roof mounted attic exhaust fans and/or ventilators should not extend above the roof ridge line.

## **AUTOMOBILE, REPAIR:**

Per the Declaration of Covenants, Conditions and Restrictions, Article X Section 10, the repair of automobiles on the parking areas of the association is prohibited.

## **AWNINGS**

Awnings are not permitted.

## **CHIMNEYS AND METAL FLUES.**

Chimneys must be masonry and enclosed in the same finish material as the exterior of the home to which attached. Any flue or vent protruding through the roof may not extend above the ridge line. Metal flues, vents and chimney caps must be properly maintained. The installation of new flues, chimneys, chimney caps or vents require ACC approval.

## **CLOTHES LINES**

Per the Declaration of Covenants, Conditions and Restrictions, Article X, Section 4, No exterior clothes line or exterior clothes hanging device shall be allowed on any property.

## **DECKS, ABOVE GROUND:**

**Townhomes with walk-out basements are not permitted above ground decks. Homes with walk-out basements that had written approval and decks installed prior to October 1992 are grandfathered and applications for repair/modification to decks on those homes will be considered.**

**Approvals:** Installation, rebuilding or removal of all above ground decks must receive approval from the ACC. This approval is required in addition to any required county permits.

**Location:** All decks must be in the rear yard of the property.

**Size:** Standard deck dimensions are approximately 10' x 16'. All dimensions include steps. Actual width of deck may vary but must meet county building code. In all cases, decks will abut only one common property line and will not extend closer than 4' from the opposite property line. Maintenance of common fences should be considered when deciding the size and location of the deck.

**Materials:** Decks must be constructed of redwood, cedar or high-quality pressure treated lumber. Currently, alternative decking products, like the Trex brand is not being approved. However, with expected continued improvements in the industry, the committee is free to consider this type of product on its own merits.

**Color:** Decks may be left to naturally age. Clear, wood-colored or other colored stains will be considered. Repair and/or revision of existing decks will be stained/painted to match existing deck unless approval for color change is requested and approved.

**Under Deck Storage:** Elevated decks that have an under deck area may have a negative visual impact when used as an informal storage space. Therefore, for any under deck space that is used for storage, that space shall have screening or landscaping around it to minimize adverse visual impacts. Requests to add this screening shall be submitted to the Architectural Control Committee to ensure a consistent application of uniformity of the screening material.

**Privacy Screening:** Privacy Screening, if used, must be approved by the Architectural Committee prior to installation. Any installed privacy screening must be properly maintained.

## **DECKS, ENCLOSED**

Enclosing decks are prohibited. Homes that had approval and enclosed decks prior to October 1992 are grandfathered and applications for repair/modification to decks on those homes will be considered.

## **DECKS, GROUND LEVEL:**

Installation, rebuilding or removal of all ground level decks must receive approval from the ACC. This approval is required in addition to any required county permits.

**Location:** All decks must be in the rear yard of the property. Side yard ground level decks may be considered on their own merit.

**Size:** Ground level decks may be of any size. Maintenance of common fences should be considered when deciding the size and location of the deck



**Materials:** Decks must be constructed of redwood, cedar or high-quality pressure treated lumber. Currently, alternative decking products, like the Trex brand is not being approved. However, with expected continued improvements in the industry, the committee is free to consider this type of product on its own merits.

**Color:** Decks may be left to naturally age. Decks which are painted or stained must match the trim or dominant color of the applicant's house. Clear or wood-colored stains will be considered. Repair and/or revision of existing decks will be stained/painted to match existing deck unless approval for color change is requested and approved.

### **DOG HOUSES:**

Dog houses will be approved if compatible with the applicant's house in terms of color and material and are located in the rear yard. Dog houses may not exceed sixteen (16) square feet of floor space and may not exceed four (4) feet in height at the highest point. They should be located where visually unobtrusive to neighbors and the use of appropriate screening is encouraged, and may be required in some cases, in order to minimize any negative visual impacts.

### **DOG RUNS:**

Dog runs are prohibited

### **DOORS, FRONT:**

Front doors must be constructed of heavy metal or fiberglass and have either six solid panels with no windows, or four solid panels with windows as top panels or a fan window in place of the top panels. Etched windows in a colonial style will be considered on its own merits. Door windows must be clear or beveled glass. Tinted or stained glass is prohibited. Front doors must be painted the same color as the shutters. Trim on the windows in the door must be the color of the door.

### **DOORS, STORM/SCREEN**

Storm/Screen Doors are optional. However, when installing or replacing a storm/screen door, prior approval from the Architectural Committee is required. When applying for approval, the following should be considered:

- New or Replacement storm/screen doors must be full view or self-storing full view (no panels). Variations to this style will not be approved.
- All full view or self-storing full view (no panels) storm/screen doors are to be painted to match the approved front door color or the approved trim color on the home.

Properties that received earlier approval for other styles of storm/screen doors are grandfathered providing the door is properly maintained. When replaced, the replacement door will require approval and must comply with current guidelines. Additionally, the following applies to all storm/screen doors that are not full view:

- Doors having panels, or are not full view, must be painted the same color as the front door and the shutters.

### **ENCLOSED DECKS OR PATIOS**

See Decks, Enclosed or Patios, Enclosed

### **EXTERIOR DECORATIVE OBJECTS.**

An application for approval must be submitted to and reviewed by the Architectural Committee prior to the installation or erection of any oversized exterior decorative objects, natural or man-made. Oversized decorative objects are defined as any object exceeding 12 inches in height and 12 inches in either width or depth and includes, but is not limited to, such items as sculptures, fountains, driftwood, free standing poles of any type. Oversized decorative objects will be considered based on their size, color, scale, location, compatibility with architectural and environmental design qualities and their visual impact of adjoining lots.

Smaller exterior objects do not require a prior application for approval to be submitted to the Architectural Committee but must remain in good condition and repair

Garden flags using poles that do not exceed 36 inches in height and 24 inches in either width or depth do not require prior approval providing the pole and flag are kept in good condition and repair.

Signs are not considered exterior decorative objects and are covered elsewhere within these guidelines.

Holiday decorations are generally exempt from this requirement, but shall not be displayed more than 45 days before or 15 days after the holiday has occurred.

### **EXTERIOR HEATING/COOLING UNITS:**

Exterior air conditioning, heat pump or gas units may be relocated or added if there is no adverse visual impact to adjoining properties. Such relocation or addition must be approved by the Architectural Control Committee in addition to any required county permits.

## **EXTERIOR LIGHTING**

All exterior lighting fixtures require prior approval from the Architectural Committee. This approval is in addition to any county required county permits. Proposed replacement or additional fixtures must be in a colonial style and compatible in scale with the applicant's house.

No exterior lighting shall be directed outside of the applicant's property. Proposed additional lighting shall not be approved if it will result in an adverse visual impact to adjoining neighbors due to location, wattage or other features. Floodlights will be considered for the rear yard if attached to motion sensors and not aimed outside of the rear enclosed yard.

## **EXTERIOR PAINT:**

In accordance with the Declaration of Covenants, Conditions and Restrictions, Article X section two:

Changing of the approved external color scheme for any lot requires approval from the Architectural Committee. Re-painting or re-staining an item the existing approved color does not require ACC approval.

This guideline applies to all exterior painted or stained surfaces to include, but is not limited to, siding, doors, shutters, trim, roofing, decks, sheds and other exterior structures.

## **FENCES AND GATES:**

Fences and gates are the responsibility of the owner or owners involved and must be properly maintained. The approved style for fencing is "Stockade" which must be installed to give a straight line appearance. Current widths of individual pickets vary and are between 2 5/8 and 3 3/4 inches in width. Replacement of any individual broken slats or of a fence section must be of the same size, shape and material of the existing fence and gate.

Replacement of the fence and/or gate with the same style and picket width do not require Architectural Committee Approval. However, replacements of the fence and/or gate with the same style but a different picket width require ACC approval.

Similar to common walls, fences or fence sections that share a common property line with an adjacent lot owner is the shared responsibility of both lot owners. Fences, gates or fence sections that share the same property line as the Association's common property is the sole responsibility of the lot owner.

New latches on the gate or fence may be installed provided they are black and compliment the hinge style.

Fences and gates will not be painted or stained but may have a clear water sealant applied.

## **FIREWOOD**

Firewood stored on a lot shall be kept neatly stacked and shall be located to the rear of the residence and in such a manner as to avoid adverse visual impact for adjoining properties.

Residents whose lot backs up to wooded common land may store firewood in a well maintained stack in the wooded common areas directly behind the owner's house. This stack shall not exceed eight feet in length and four feet in height. Additionally, it must be kept neatly stacked as to avoid adverse visual impacts for adjoining properties.

Other than firewood intended for immediate use, firewood shall not be stacked on above ground decks.

## **FLAGPOLES**

Permanent, free standing flagpoles are prohibited.

Temporary flagpole staffs which do not exceed six feet in length and are attached at an incline, parallel or perpendicular to the wall or pillar of the dwelling unit do not require approval by the Architectural Control Committee. The traditional rules with respect to the display of the American Flag should be followed.

## **FLAGPOLES, GARDEN:**

See Exterior Decorative Objects

## **GAZEBOS:**

Gazebos must be approved by the Architectural Control Committee. This approval is required in addition to any required county permits.

**Location:** Gazebos should be located in rear yards.

**Color:** Gazebos may be left to naturally age. Gazebos which are painted or stained must match the trim or dominant color of the applicant's house. Clear or wood-colored stains will be considered. Repair and/or revision of existing gazebos will be stained/painted to match existing gazebo unless approval for color change is requested and approved.

## **GREENHOUSES**

Greenhouses that follow the same guidelines as permanent sheds will be considered by the Architectural Committee on a case by case basis. Impact on adjacent lots will be a key factor and signature of adjacent lot owners will be required on the application.

## **GRILLS (Permanent)**

Permanent grills must be placed on the *ground (e.g., not on any elevated deck)* in the rear yard of the house and as far as practical from the adjacent property lines. Prior approval from the Architectural committee is required. This approval is in addition to any required county permits.

## **HOT TUBS/SPAS:**

Exterior hot tubs or spas must be located in the rear yard. The exterior finish of an elevated hot tub should blend with the exterior finish of the home, deck or patio to which attached or most closely related. Impact on adjacent lot owners should also be considered when locating the hot tub or spa. Prior approval from the ACC is required. This approval is in addition to any required county permits.

## **HOUSE NUMBERS:**

House Numbers must be visible from the street. Missing numbers can be replaced with Colonial/Georgian style numbers of similar material without prior approval. The re-location, use of a different style or material of house numbers, requires ACC approval.

## **LANDSCAPING, FRONT/SIDE YARDS:**

Minor landscape changes do not need prior approval from the Architectural Committee. These would include the planting of flowers, replacing existing plants with the same type, adding ground plants that do not form a hedge or reach a height of 2 feet or more, adding mulch, etc.

Major landscape changes require prior approval from the Architectural Committee. A major landscape change would be a proposed improvement that is of such a scale or type as to be inconsistent with the existing design features of the home, adjacent units and the surrounding area will require approval. Examples include the substantial or total removal of turf and replacement with another material, such as mulch or gravel and the adding or removing of trees or anchoring plants within the lots existing design.

The following items also apply:

- Approval is required for plantings intended to form a hedge or natural screen and which will attain more than two feet in height
- An application is required for the installation of landscape timbers or similar structures which will form a wall over 12 inches high and 8 feet long.
- The use of railroad ties in any landscape design is prohibited.
- Vegetable gardens are not permitted in the front yard or common areas.
- All portions of a lot which are not improved by an impervious surface or a structure must be maintained with grass (or other vegetation installed by a builder or approved by the Architectural Control Committee). No bare earth may be exposed on a lot (except for flower beds or vegetable gardens with appropriate approvals as required).
- Turf areas should be kept as weed free as possible. At no time should weed cover exceed more than twenty-five percent (25%) of the total turfed area.
- All hedges, trees and shrubs must be neatly trimmed and maintained and their size maintained in proportion to the lot and home through pruning.
- All turf areas on a lot must be kept neatly mowed during the growing season. Grass should not be permitted to exceed six (6) inches in height.

## **LANDSCAPING, REAR YARDS:**

If a rear yard is not fenced, the guidelines for landscaping front/side yards apply. If the rear yard is fenced, the following apply:

The owner of a lot with a fenced yard is given more latitude in the use of that lot. Still, major landscape changes require prior approval from the Architectural Committee. A major landscape change would be a proposed improvement that is of such a scale or type as to be inconsistent with the existing design features of the home, adjacent units and the surrounding area will require approval. Examples include the substantial or total removal of turf and replacement with another material, such as mulch or gravel and the adding or removing of trees or anchoring plants within the lots existing design, the addition of water features, etc.

The following items also apply:

- Vegetable Gardens are permitted in the enclosed rear yard.
- All portions of a lot which are not improved by an impervious surface or a structure must be maintained with grass (or other vegetation installed by a builder or approved by the Architectural Control Committee). No bare earth may be exposed on a lot (except for flower beds or vegetable gardens with appropriate approvals as required).
- All hedges, trees and shrubs must be neatly trimmed and maintained.
- The use of railroad ties in any landscape design is prohibited.
- All turf areas on a lot must be kept neatly mowed during the growing season. Grass should not be permitted to exceed six (6) inches in height.

## **LANDSCAPING, TOOLS:**

As with other personal property, all tools used for landscaping (shovels, rakes, extension cords, etc.) are to be stored within the rear of the property or within the home itself when not in use. However the following exception applies:

**Garden Hoses:** A single (1) garden hose may be stored, when not in use, within a commercial hose caddy or neatly coiled on the front of the property providing it is concealed from view or neatly stored near the house.

## **MAILBOXES**

**Section 1:** Homes located in section one (Hunt Square Court) have individual mailboxes mounted or installed on their lot that are the sole responsibility of the owner to repair, maintain or replace. Replacement mailboxes must be of the same basic type and structure as the original mailbox. Should a resident desire to use a different style, that mailbox must be approved by the Architectural Control Committee.

**Section 2:** Homes located in section two have individual mailboxes grouped and mounted in an enclosure on the common area. Homes located in section two may not have individual mailboxes mounted or installed on their individual lot.

Responsibility for the repair or replacement of the enclosure housing the individual mailboxes belongs to the Association. Responsibility for the repair or replacement of the individual mailbox and address numbers on the mailbox is the individual lot owner.

Replacement mailboxes must be of the same basic type, size, color and structure as the original mailbox. Should a resident desire to use a different style, that mailbox must be approved by the Architectural Control Committee.

## **PARKING:**

Per the Declaration of Covenants, Conditions and Restrictions, Article V Section 3; each lot is assigned two (2) parking spaces for the sole use by the owners, their residents or their personal guests. The location of each assigned space is available on the association web site.

The Declaration of Covenants, Conditions and Restrictions, Article X Section 9 limits the type of vehicle that may be parked within the Orange Hunt Square Development. Specifically it states:

“No trucks (pick-up trucks, vans and blazer-type trucks free from a commercial license plate are excepted), trailers of any kind, boats, buses, commercial vehicles of any kind, abandoned or junk vehicles, or any vehicle which does not have a current license plate displayed thereon, or vehicle used for storage of unsightly or hazardous materials such as construction debris, oil drums, motor fuel, wheelbarrows, etc. shall be permitted to be kept parked overnight on the individual Lots, parking areas, or within the subdivision Common Areas or streets except in areas that may be designated by the Association for such parking. Vehicles which could be classified as campers (i.e., containing sleeping and (or eating facilities) cannot exceed 19 feet by 6 feet 6 inches by 9 feet 10 inches in size. Vehicles which exceed this size shall not be parked in the subdivision.”

**Additional guidelines and restrictions on vehicles and parking are contained within Policy Resolution Number 7, available on our website or within your owners’ manual.**

Additionally, Policy Resolution 7 also specifies the use of un-assigned parking spaces (guest parking) which in part says:



1. Owners and their guests are entitled to use common area parking spaces on a first-come, first-served basis, except that the Board of Directors reserves the right to assign parking spaces for owners and visitors at the Board's discretion.

2. Vehicles must be parked so as not to obstruct other parking spaces, sidewalks or ingress and egress areas.

## **PATIOS**

All patios require approval. This approval is in addition to any required county permits.

Patios should generally be located in rear yards. Side yard applications will be evaluated on their individual merit subject to the following criteria:

Consideration will be given to patios for end-unit townhomes which "wraparound" the side of the unit a maximum of six feet from the rear facade of the home.

Any adverse drainage requirements which might result from the construction of a patio should be considered and remedied. The use of a partially porous patio surface, or the installation of mulch beds adjacent to the patio, are ways to eliminate drainage concerns.

## **PATIOS, ENCLOSED**

Enclosed patios are prohibited

## **PERSONAL PROPERTY:**

Per the Declaration of Covenants, Conditions and Restrictions, Article X Section 11:

No baby carriages, velocipedes, bicycles or other articles of personal property shall be permitted, when not in use, to remain outside the enclosed rear area of the premises.

## **PORTABLE STORAGE UNITS.**

Portable commercial storage units that are designed to occupy a vehicle parking space are approved providing they only occupy a parking space assigned to that lot and are in place for no longer than 14 days without ACC approval. The use of any other parking area or space other than one assigned to the lot owner is prohibited.

## **PROPANE TANKS (PERMANENT OR FIXED)**

The installation of a propane tank requires ACC approval.

Propane tanks can only be placed inside the back fence line of the town home. Installation must be done by a licensed professional and required inspections by the appropriate governmental agency(s) must be done. A copy of the governmental approval is to be provided to the Homeowners Association within thirty (30) days.

## **RADON MITIGATION EQUIPMENT:**

The installation of any radon mitigation equipment, e.g. discharge pipe or radon mitigation fan, must first be approved by the Architectural Control Committee.

The installation of such equipment on the back (non-street side) of the unit is preferred but not required. The design review application accompanying a plan to install a radon mitigation fan on the front or side of a property must include plans for foundation plantings that are intended to hide the radon mitigation fan and electrical disconnect from street view.

Radon discharge pipes must extend at least 12 inches above the roof line of an adjacent townhouse unit.

Approval of an application does not eliminate the responsibility of the homeowner to assure that the equipment is installed in accordance with all applicable codes and regulations.

## **RECREATION AND PLAY EQUIPMENT:**

In general, recreation and play equipment that is not in use must be stored within the rear enclosed lot or within the home.

**Basketball Backboards.** Permanent backboards are not permitted. Any portable or free-standing backboard must be stored within the rear yard and out of the sight-line of other lots. Portable or free-standing backboards are not permitted on homeowner association streets.

**Skateboard Ramps:** Permanent Skateboard ramps are not permitted. Any portable ramps must be stored within the enclosed rear property or within the house. Due to the echo of noise generated when skate board ramps are used, the use of skate board ramps is limited to the hours between 9:00 A.M. and 6:00 P.M.

**Temporary Play Equipment:** Temporary, moveable plastic play houses, sliding boards, sand boxes, etc., do not require the prior application for approval to be submitted to the Architectural Committee; however, as with all personal property, they must be stored out of the common area, front yard, side yard or adjacent lot view when not in use.

## **Permanent and Semi-permanent Play Equipment:**

**ACC approval is required for any permanent or semi-permanent play equipment.**

Semi-permanent play equipment constitutes a structure, is visible from the street, or is appurtenant to an existing structure requires approval. Examples include wooden/metal play-houses, swing-sets, etc. The following factors will govern approval of such equipment.

**Location.** Generally, such equipment should be placed in rear yards.

**Scale and Design.** The equipment should be generally compatible with the lot size. The design and any visual screening are additional considerations in evaluating whether or not there will be an adverse visual impact.

## **ROOF, REPLACEMENT:**

Replacing an existing roof with the same shingle style and color does not require Architectural Approval. Architectural approval is required if a color or style change is desired or if the existing shingle color or design is no longer manufactured.

## **ROOF, REPAIR:**

Replacing missing shingles with the same style and color of shingle does not require Architectural Approval.

If replacement shingles of the same style and color is no longer available OR if the owner replaces missing shingles with those of a different style and color, Architectural approval will be required.

## **SATELLITE DISHES**

See Antennas, Dish Style

## **SECURITY BARS**

In general, the use of security bars or grates on windows and doors will be prohibited. Exceptions may be made where the security apparatus will not be visible from the street and from adjoining properties. Homeowners concerned about the security of their residence are advised to consider alternatives, including alarms and sophisticated lock systems.

## **SHUTTERS**

Replacement shutters must match existing style and color. No additional shutters may be installed unless approved by the Architectural Control Committee.

### **SIGNS, CONSTRUCTION:**

If the owner wishes, one (1) sign, no larger than 3 feet by 2 feet, may be displayed in the front of a residence advertising a contractor working within or on the residence. This sign may be displayed beginning the day work actually begins and must be removed within seven (7) days after work has been completed or stopped.

### **SIGNS, POLITICAL:**

Signs supporting or opposing any candidate, party or issue are prohibited on the common area.

### **SIGNS, REAL ESTATE:**

Only one sign advertising a property for sale or rent may be displayed on a lot. Such signs must meet applicable County regulations with respect to size, content and removal. Signs obtained from a licensed Real Estate agent are considered to meet these requirements.

Only "Open House" signs may be placed on common areas.

### **SIGNS, SECURITY**

Security signs, each not exceeding a total of sixty-four (64) square inches may be posted on the property. One exterior sign may be posted forward of the front plane of the home. The approved location shall be at the front door or in shrubbery within six (6) feet of the front door. A second sign may be posted in the rear yard. Small decals provided by the company may be placed in the corner of windows.

### **SIGNS, WARNING:**

At the owners discretion, or if required by law, an owner may display an appropriate warning sign (example: Beware of Dog) on the property. One sign may be posted on the gate or fence in the rear of the property and one sign may be posted on the front door of the property.

### **SKYLIGHTS**

Approval from the Architectural Committee is required for the installation of skylights. This approval is in addition to any required county permits. In general Skylights may only be located on the rear of the house and shall not extend above the ridge line

## **SOLAR PANELS**

Prior Approval from the Architectural Committee for the installation of Solar Power or Solar Hot Water Panels is required. This approval is in addition to any required county permits. The following guidelines should be considered when submitting a request for approval:

- Placement of Solar panels used for the benefit of individual lots on Common Property is prohibited. The Association may place solar panels on common property for the benefit of the entire community (solar powered street lighting as an example).
- Large solar panels may only be placed on the rear slope of the lots roof and may not extend above the ridge line. The Association is aware that this will limit the effectiveness of these panels for some lots but believes that communities visual appearance as a Colonial Style mandates this requirement.
- Small solar panels, such as those used for landscape lighting, will be considered for placement in the front or side of the house on a case by case basis and judged on it's own merits as to the visual harmony of a Colonial Style community.

The Association shall not be required to alter or remove any landscaping on common property to increase the efficiency of any solar panel.

## **STORAGE SHEDS, PERMANENT:**

Permanent storage sheds require approval from the Architectural Committee. This approval is in addition to any required county permits. Permanent storage sheds are considered to be larger than two (2) feet in depth and four (4) feet in width or are sheds of any size which are expected to convey with the property when sold.

The following should be considered when requesting approval for a permanent shed:

- Storage sheds shall be restricted to rear yard locations and should not be visible from the front of the dwelling unit or from a street.
- The color and material of proposed sheds shall be approved by the Architectural Committee
- Sheds should not exceed 48 square feet of floor space
- Sheds may not exceed 7 feet in height when installed and measured from the ground. This height measurement would include the physical height of the shed and the height of any foundation the shed is built on.
- The roof of the shed should either be flat or sloped, toward the property it is installed on.

## **STORAGE SHEDS, TEMPORARY**

Temporary storage sheds are considered to be those products made of heavy vinyl or plastic that are less than two (2) feet in depth and four (4) feet in width and are not expected to convey with the property when sold. Temporary storage sheds do not require Architectural Approval providing the following criteria is adhered to:

- Storage sheds shall be restricted to rear yard locations and should not be visible from the front of the dwelling unit or from a street
- Sheds may not exceed 7 feet in height when installed and measured from the ground. This height measurement would include the physical height of the shed and the height of any foundation the shed is built on.
- The roof of the shed should either be flat or sloped inward, toward the property it is installed on, with a pitch similar to that of the dwelling unit.

## **TRASH CONTAINERS:**

All residents should be aware of the fact that animals and weather conditions can easily spread trash/garbage around the neighborhood. Household trash/garbage not only detracts from the look of the neighborhood but encourages the spread of disease and/or the population of household pests. Additionally, animals within this area appear to favor the white or clear plastic bags over the black ones to investigate and possibly spread any trash.

Residents must take steps to minimize any issues associated with the collection of trash from the neighborhood. To address any issues, the Association has adopted the following guidelines:

- Per the Declaration of Covenants, Conditions and Restrictions, Article X section 8: Neither the Common Area nor any Lot shall be used; or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such material shall be kept in sanitary covered containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No material or refuse or any container for same shall be placed or stored in front of the house or on the front patio or stoop at any time. All trash and garbage shall be placed in proper trash receptacles. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this Paragraph.
- Solid trash containers (trash cans) or black plastic bags are the only approved containers for placing normal household trash/garbage out on the curb for collection.
- Yard debris may be placed in clear or paper containers.
- All trash containers must be stored within the rear fenced area of the lot or within the home itself.

- Trash should be placed on the curb no earlier than 6 p.m. the night before the day of pick-up.
- Trash containers must be returned to its proper storage location by 8 a.m. the following day after collection.

### **WINDOW MOUNTED DEVICES:**

Window mounted devices, to include, but not limited to, individual air conditioning units and window fans, are prohibited.

### **WINDOWS, REPLACEMENT:**

Except for the repair of a broken window pane, replacement of windows requires prior approval from the Architectural Committee. The following should be considered when requesting approval to replace windows:

- Requests for approval must include a complete description of the appearance of the windows and, if possible, a photograph or manufacturer flyer should also be provided.
- All sashes, sills, headers and other trim around the windows must be the color of the existing house trim.
- All windows must have grids.
- Replacement window grids must be the color of the existing trim color; however, exceptions to this requirement may be considered for replacement windows with grids permanently installed between fixed glass panes where only white grids are available. A manufacturer's flyer or a statement from the supplier is required for this waiver.

Vinyl wrapping will be considered providing a sample of the vinyl is provided with the application to ensure proper color matching.

### **WINDOWS, STORM/SCREEN**

Storm/Screen Windows are optional. However, the installation, replacement or removal of storm/screen windows requires prior approval from the Architectural Committee. When requesting approval to install or replace storm/screen windows the following should be considered:

- Where appropriate, storm/screen windows should have frames which match the color of the exterior window trim. If this color is not available, white frames are acceptable.
- A manufacturer's flyer should be attached to the application.

**WIND TUBINES AND WIND GENERATED ENERGY DEVICES:**

Wind turbines and/or wind generated energy devices are prohibited.



**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.  
POLICY RESOLUTION NO. 7  
VEHICLE POLICIES**

Relating to the use, parking and storage of vehicles

WHEREAS, Article VII, Section 1 of the Bylaws states that "The Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association" and

WHEREAS, in order to assure safe and attractive parking areas, the Board wishes to establish a comprehensive policy with respect to the parking and storage of vehicles.

NOW, THEREFORE, BE IT RESOLVED THAT the following parking policies be adopted by the Board:

**I. RESTRICTIONS ON THE PARKING AND STORAGE OF VEHICLES**

**A. GENERAL**

1. The types of vehicles listed in subsections (a) through (i) below may not be parked or stored in open view on residential lots, common area parking spaces, or on common area open space or public rights-of-way within the boundaries of the Orange Hunt Square community, except in such areas, if any, designated for such purpose by the Board of Directors.

Any such vehicle owned by guests of residents may be parked in open view for a temporary period not to exceed five days without prior approval from the Board of Directors.

- a. Any boat or boat trailer;
- b. Any motor home or self-contained camper; however, any vehicle of this nature cannot exceed nineteen feet by six feet six inches by nine feet nine inches in size cannot be parked in the subdivision at any time;
- c. Any camper slip-on where the back of the camper is higher than the roof line of the cab of the truck;

- d. Any mobile home, trailer or fifth wheel vehicle;
  - e. Any pop-up camp/tent trailer or, similar recreation oriented portable vehicle or transportable facility or conveyance;
  - f. Any other vehicle not defined above which is not normally or regularly used for daily transportation, including dune buggies, non-operational automobile collections or other automotive equipment not licensed for use on the highways of Virginia;
  - g. Any vehicle defined as a commercial vehicle by the code of Virginia.
  - h. Any vehicle with commercial signs, advertising or visible commercial equipment;
  - i. Private or public school or church buses.
2. Junk or derelict vehicles may not be parked or stored in open view on common area parking spaces, streets or on common area open space within the boundaries of the Orange Hunt Square community.
- a. A vehicle shall be deemed to be a derelict vehicle if it is missing any necessary parts, such as, but not limited to, tires, wheels, engine, etc., that are necessary for operation of the vehicle on public streets.
  - b. A vehicle which does not have a current license plate, current inspection sticker, or County sticker, (if required) displayed thereon.

A. COMMON AREA PARKING SPACES

- 1. Owners and their guests are entitled to use common area parking spaces on a first-come, first-served basis, except that the Board of Directors reserves the right to assign parking spaces for owners and visitors at the Board's discretion.
- 2. Vehicles must be parked so as not to obstruct other parking spaces, sidewalks or ingress and egress areas.
- 3. No vehicles other than those clearly indicated as operated by or for a handicapped person shall be parked in spaces reserved for handicapped parking.
- 4. Vehicles may be parked only in designated parking spaces. All vehicles must comply with "No Parking" areas as posted or designated.
- 5. The performance of major repairs to vehicles, including painting and the drainage, of automobile fluids, is not permitted anywhere in open view on residential lots or common areas within the boundary of the property.

6. Vehicles may not be parked or stored unattended in a hazardous condition, including, but not limited to, vehicles on jacks or blocks.

### **ASSOCIATION NOT RESPONSIBLE**

Nothing in this resolution shall be construed to hold the Association or the Board of Directors responsible for damage to vehicles or the loss of property from vehicles parked on the common areas.

### **ENFORCEMENT**

- A. The Managing Agent, if any, Architectural Control Committee or Board of Directors shall have the authority to issue a warning notice to vehicles which are in violation of this parking policy. The notice (Exhibit A of this resolution) shall be placed on the vehicle and a carbon copy retained by the Association or Managing Agent.
- B. Vehicles parked on common area parking spaces are subject to being towed at the owner's risk and expense, seventy-two (72) hours from the date of tagging, except that any vehicle previously posted for violation of any of these regulations shall be subject to towing without notice for a repetition of said violation.

**EXHIBIT "A" Pertaining to Vehicle Violation Notice**

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**

YOU ARE IN VIOLATION OF THE DULY ADOPTED  
VEHICLE POLICY OF  
ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION,  
INC.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Desc: \_\_\_\_\_ ID: \_\_\_\_\_

PROHIBITED VEHICLE TYPE: Vehicle type not permitted to be parked on lots or common area parking spaces.

PROHIBITED VEHICLE TYPE: JUNK, DERELICT OR ABANDONED VEHICLE: Vehicle not in operating condition.

PROHIBITED VEHICLE TYPE: Occupies more than one marked space, parked in a "No Parking" area, blocking sidewalk, parked on any Common Area or Lot which is not designated for parking, improperly parked in a reserved parking space.

PROHIBITED VEHICLE TYPE: Vehicle left unattended in a visibly disassembled condition.

PROHIBITED VEHICLE TYPE: OTHER:

VIOLATORS ARE SUBJECT TO BEING TOWED AFTER SEVENTY-TWO (72) HOURS FROM THE DATE OF THIS NOTICE AT OWNER'S RISK AND EXPENSE.  
The Association assumes no responsibility whatsoever for any damage to vehicles towed.

ANY VEHICLE PREVIOUSLY POSTED FOR A VIOLATION OF ANY OF THESE REGULATIONS SHALL BE SUBJECT TO TOWING WITHOUT NOTICE FOR ANY SECOND VIOLATION OF ANY OF THESE REGULATIONS.

**FOR FURTHER INFORMATION – CONTACT**

Location Parked: \_\_\_\_\_ Date Towed: \_\_\_\_\_

Posted By: \_\_\_\_\_ Time Towed: \_\_\_\_\_

Signature

Towed By: \_\_\_\_\_

Vehicle Description:

The above vehicle was received by and towed to the above location on the above stated date.

By: \_\_\_\_\_

Signature of Towing Agent

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**

**RESOLUTIONS ACTION RECORD #7**

Resolution Type Policy      No. 7  
Pertaining to: design review. Vehicle Parking

Duly adopted at a meeting of the Board of Directors of Orange Hunt Square Homeowners Association, held October 6, 1992

Motion by: Mary Straub      Seconded by: Mike Bryan

OFFICER	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>Mike Bryan</u> , President	X	___	___	___
_____ , Vice President	___	___	___	___
<u>Mary James</u> , Secretary	X	___	___	___
<u>Charlie Riley</u> , Director	X	___	___	___
<u>Mary Straub</u> , Director	X	___	___	___

ATTEST:

Mary C. James  
Secretary

6 Oct 1992  
Date

FILE:

Book of Minutes – 1992

Resolution Effective, Immediately

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.  
POLICY RESOLUTION NO. 8**

**GENERAL PET POLICIES**

**WHEREAS**, Chapter 26 of Title 55 of the Code of Virginia specifies that “the board of directors shall have the power to establish, adopt, and enforce rules and regulations with respect to use of the common areas and with respect to such other areas of responsibility assigned to the association by the declaration”; and

**WHEREAS**, Fairfax County Code Section 41-1 address animal control and care; and

**WHEREAS**, Article VII, Section 1 of the Bylaws states that "The Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association" which includes “adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof”; and

**WHEREAS**, for the health, safety, welfare, comfort, and convenience of all Owners, the Board desires to update and restate uniform regulations for the keeping of pets upon their lot and within their living unit; and

**WHEREAS:** The Board of Directors, in accordance with Policy Resolution No. 1, Procedures to adopt, modify policy resolutions, published a draft of this resolution and held a hearing of the general membership on October 27, 2016 to discuss this resolution;

**NOW, THEREFORE BE IT RESOLVED THAT:** The Board of Directors duly adopts the following rules and regulations:

**This policy clarifies and establishes general policies regarding pets on individual lots.**

**Additional rules and regulations when using the common areas with pets are established under Policy Resolution 8.5**



## ARTICLE I

### DEFINITIONS

For the purpose of this Policy, the following words and phrases have the following meanings unless otherwise defined within this Policy:

**Section 1** “**Leash**” - a strap or cord for restraining, leading and guiding a dog or other animal. An electronic device does not qualify as a leash.

**Section 2** “**Member**” - shall mean and refer to every person or entity who holds membership in the Association.

**Section 3** “**Ordinary House Pets**” - shall include dogs, cats, caged domesticated birds, hamsters, gerbils, and guinea pigs, aquarium fish, small turtles and tortoises, domesticated rabbits, rats, and mice, and creatures normally maintained in a terrarium or aquarium.

**Section 4** “**Owner**” – refers to the principal owner of pet

**Section 5** “**Responsible Person**” – means the owner of the pet or any individual who has assumed responsibility for the pet with the permission of the owner.

**Section 6** “**Tether**” – shall include a rope, cord, chain or other device that is used to tie an animal to a post, wall, etc., so that it will stay in a particular area

**Section 7** “**Unattended**” – shall mean when a responsible person is not physically present with the animal; the animal is outside and the responsible person is inside.

**Section 8** “**Unusual House Pets**” - shall include, without limitation, those animals not generally maintained as pets including, anthropoids, felines other than domesticated cats, canines other than domesticated dogs, rodents, mammals, birds, and other creatures other than those listed in Subsection 3 above, or not maintained in a terrarium or aquarium.

## ARTICLE II

### General Pet Guidelines

- Section 1** Ordinary house pets, as defined in this resolution, are permitted.
- Section 2** Unusual house pets, as defined in this resolution, are prohibited.
- Section 3** All pets shall be registered and inoculated as required by law.
- Section 4** Display of registration shall be required as specified within the Fairfax County Code.
- Section 5** All pets, when not within the home or enclosed rear yard, are to be on a leash as required by County Code and Article X, Section 7 of the Declaration of Covenants, Conditions and Restrictions.
- Section 6** Pets may not be tethered in the front or side of any Lot and left unattended.
- Section 7** The owner of any animal or animals may not keep pets in such a manner as to cause unsanitary conditions.

## ARTICLE III

### NUISANCES

The following shall be grounds for complaint and finding of a community nuisance as outlined within Article X, Section 6 of the Declaration of Covenants Conditions and Restrictions when pets are involved:

- Section 1** **Noise** - Complaints to the Board, and to the Board determination, about animal noise of sufficient volume or at an inappropriate time to interfere with other residents' rest or peaceful enjoyment of the Property.
- Section 2** **Threatening Animals, Attacks or Bites** - Causing or allowing any pet to molest, attack, or otherwise interfere with the freedom of movement of persons or other pets on common areas.
- Section 3** **Breeding** – In accordance with Article X, Section 7 of the Declaration of Covenants, Conditions and Restrictions, Commercial breeding of pets is prohibited.



Additionally, every female animal, while in heat, shall be kept confined in the home or enclosed rear yard by its Owner in such a manner that she will not be in contact with another dog nor create a nuisance by attracting other animals.

**Section 4** **Animals causing unsanitary conditions** – Failing to remove, or failure of a responsible person to remove, excreta deposited by such dog on their own property or the property of another within the Association.

## ARTICLE IV

### GENERAL ENFORCEMENT

**Section 1** Permission is hereby extended, and the Director of Animal Control and the Fairfax County Animal Wardens have been instructed, to enforce any and all applicable animal control ordinances of Fairfax County Code on the Common Areas of Orange Hunt Square.

**Section 2** The Board of Directors shall have the right to assess monetary charges for violations of this Policy as more fully described in Policy Resolution 5 and Chapter 26 of Title 55 of the Code of Virginia.

**Section 3** Violations of this policy that are also violations of applicable County ordinances may be enforced by the Association without regard to any remedies pursued by the County.

## ARTICLE V

### PROCEDURES FOR SOLVING AND REPORTING PET PROBLEMS

**Section 1** **Informal Attempt** - Any resident concerned with a pet-related problem should first attempt to arrive at a solution to the problem directly with the pet owner in a courteous and helpful manner. If the resident is concerned about approaching the owner of the pet directly, they may forego this section.

**Section 2** **Reporting the incident to the Association** - If the initial attempt to resolve the issue fails, or if the resident is concerned about approaching the pet owner directly, the resident may:

- A) File a complaint with Fairfax County Animal Control for violations of County Animal regulations, animal bites, dogs running at large, injured or stray animals, cruel treatment of an animal, vicious animals, or wild animal problems.
- B) File a written complaint with the Association, including a copy of the complaint made to the appropriate Fairfax County Authority when applicable. The complaint should document this problem as thoroughly as possible

The written complaint to the Association should include the date, approximate time and location of the reported violation along with a description of the animal and, if possible, the address where the animal resides and a brief description of informal attempts (if any) to resolve the problem.

- C) **Actions by the Association for violation of this policy** – In addition to any action taken by Fairfax County, the Association shall follow established procedures to enforce all restrictions, conditions, covenants, reservations, liens and charges as imposed by the Declaration of Covenants, Conditions and Restrictions.

## ARTICLE VI

### MISCELLENOUS

**Section 1 Responsibility to inform** - Members are responsible for informing their tenants and guests regarding the adoption of this Policy Resolution. The Association accepts no responsibility for the failure of Members to inform their tenants about this or any other provision of the Association's governing documents.

**Section 2 Amendments** – The Board of Directors may amend this resolution, in whole or in part, under the procedures set forth in Policy Resolution 2

**Section 3 Repeals** – Policy Resolution No. 8, Pet Policies, adopted October, 6, 1992, is repealed.

**Section 4 Policy Resolution 6 addendum** – Policy Resolution 6 addendum, adopted October 10, 2010, is hereby amended to remove the section on PETS.



ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.

RESOLUTIONS ACTION RECORD

Resolution Type: **Policy**

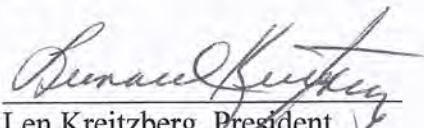
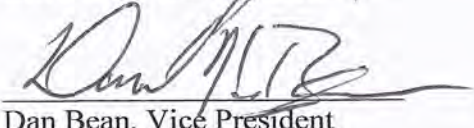

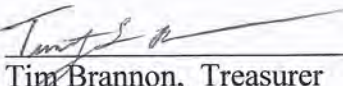
Resolution Number: **8**

Pertaining to: **General Pet Policies**

Duly adopted at a meeting of the Board of Directors of the Orange Hunt Square Homeowners Association, held on:

Motion by: Tim Brannon

Seconded by: Len Kreitzberg

OFFICER	VOTE			
	Yea	Nay	Abstain	Absent
 Len Kreitzberg, President	<u>X</u>	—	—	—
 Dan Bean, Vice President	<u>X</u>	—	—	—
 Cliff Harbourt, Secretary	<u>X</u>	—	—	—
 Tim Brannon, Treasurer	<u>X</u>	—	—	—
_____ VACANT, Director	—	—	—	—

**ATTEST:**

  
Cliff Harbourt, Secretary

11-29-16  
Date

File:  
Book of Resolutions  
Minutes of Meeting

Resolution Effective: **1 January 2017**

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.  
POLICY RESOLUTION NO. 8.5**

**Rules and Regulations  
When using Common Areas  
With Pets**

**WHEREAS**, Chapter 26 of Title 55 of the Code of Virginia specifies that “the board of directors shall have the power to establish, adopt, and enforce rules and regulations with respect to use of the common areas and with respect to such other areas of responsibility assigned to the association by the declaration”; and

**WHEREAS**, Fairfax County Code Section 41-1 address animal control and care; and

**WHEREAS**, Article VII, Section 1 of the Bylaws states that "The Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association" which includes “adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; and

**WHEREAS**, for the health, safety, welfare, comfort, and convenience of all Owners, their family, guests and tenants when using common areas the Board wishes to establish uniform regulations for the use of common areas with pets; and

**WHEREAS:** The Board of Directors, in accordance with Policy Resolution No. 1, Procedures to adopt, modify policy resolutions, published a draft of this resolution and held a hearing of the general membership on October 27, 2016 to discuss this resolution;

**NOW, THEREFORE BE IT RESOLVED THAT:** The Board of Directors duly adopts the following rules and regulations:

**This policy clarifies and establishes rules and regulations when using the common areas with pets**

**General policies regarding pets on individual lots are established under Policy Resolution 8.**



## ARTICLE I

### DEFINITIONS

For the purpose of this Policy, the following words and phrases have the following meanings unless otherwise defined within this Policy:

**Section 1** “**CC&Rs**” – means the Declaration of Covenants, Conditions and Restrictions of Orange Hunt Square Homeowners Association.

**Section 2** “**Leash**” - is a strap or cord for restraining, leading and guiding a dog or other animal. An electronic device does not qualify as a leash.

**Section 3** “**Member**” - means every person or entity who holds membership in the Association

**Section 4** “**Owner**” – refers to the principal owner of pet

**Section 5** “**Responsible Person**” – means the owner of the pet or any individual who has assumed responsibility for the pet with the permission of the owner.

**Section 6** “**Tether**” – includes a rope, cord, chain or other device that is used to tie an animal to a post, wall, etc., so that it will stay in a particular area

**Section 7** “**Unattended**” – refers to an animal that does not have a responsible person physically present. e.g. the animal is outside and the responsible person is inside.

## ARTICLE II

### General Guidelines

**Section 1** **Responsibility** - Members remain responsible for any actions or inaction of their family members, guests or tenants even, in accordance with Article V section 2 of the CC&Rs, when they have delegated their use of common areas to their family, guests or tenants.

**Section 2** **Compliance with County Code** - All household pets are to be in compliance with Fairfax County Code

**Section 3** **Damage** – Members are responsible for any property damage their pet, their tenants pet or their guests pet may cause.

## ARTICLE III

### Rules for Using Common Areas with Pets

The following rules must be complied with when members, the members' family, guests or tenants are using common areas with their pets:

**Section 1** **Waste Removal** - In accordance with Fairfax County Code, the responsible person of any dog must remove the excreta deposited by such dog on common areas of the Association and properly dispose of same.

**Section 2** **Leash Requirement** – In accordance with Fairfax County Code, pets on the Common Areas are to be walked on a leash by a responsible person or be carried.

**Section 3** **Tethering** - No pet may be tethered to any stationary object on the common areas and left unattended.

**Section 4** **Muzzling** – Animals deemed dangerous by any State, County or Municipality must wear a muzzle when on the common area.

**Section 5** **Confinement** – No pet may be confined within a vehicle upon the common roadway or parking areas of Orange Hunt Square and left unattended.

## ARTICLE IV

### GENERAL ENFORCEMENT

**Section 1** Permission is hereby extended, and the Director of Animal Control and the Fairfax County Animal Wardens have been instructed, to enforce any and all applicable animal control ordinances of Fairfax County Code on the Common Areas of Orange Hunt Square.

**Section 2** The Board of Directors, in accordance with Article IX of the CC&Rs, has the right to assess a Member for any extraordinary costs of maintaining the Common Area or the Community Facilities caused by a pet.

**Section 3** The Board of Directors, in accordance with Chapter 26 of Title 55 of the Code of Virginia, Article VII of the Bylaws and Policy Resolution 5, has the right to assess monetary charges for violations of this policy.



**Section 4** Violations of this policy that are also a violation of applicable County ordinances may be enforced by the Association without regard to any remedies pursued by the County.

## ARTICLE V

### **PROCEDURES FOR SOLVING AND REPORTING PET PROBLEMS**

**Section 1** **Informal Attempt** - Any individual concerned with a pet-related problem should first attempt to arrive at a solution to the problem directly with the pet owner in a courteous and helpful manner. If the individual is concerned about approaching the owner of the pet directly, they may forego this section.

**Section 2** **Reporting the incident to the Association** - If the initial attempt to resolve the issue fails, or if the individual is concerned about approaching the pet owner directly, the individual:

- A) Is encouraged to file a complaint with Fairfax County Animal Control for violations of County Animal regulations. These regulations include, but are not limited to, animal bites, animals running at large, injured or stray animals, cruel treatment of an animal, vicious animals, or wild animal problems.
- B) May file a written complaint with the Association. The complaint should document this problem as thoroughly as possible

The written complaint to the Association should include the date, approximate time and location of the reported violation along with a description of the animal and, if possible, the address where the animal is kept and a brief description of informal attempts (if any) to resolve the problem. A copy of any report to Fairfax County officials should also be included.

**Section 3** **Actions by the Association for violation of Article III of this policy** – In addition to any action taken by Fairfax County, the Association may take the following actions after receiving a report as outlined in Section 2, above:

- A) First reported violation – the Association will send a formal warning letter.
- B) Second reported violation – if received within 6 months of the first reported violation and after following procedures outlined in policy resolution 5, the Association may charge an assessment of \$25 to the homeowner of where the pet is kept or visiting.

- C) Third and subsequent reported violation – if received within 6 months of the last reported violation, the Association may take the same action as in section 3, B.

## ARTICLE VI

### MISCELLENOUS

**Section 1** **Responsibility to inform** - Members are responsible for informing their tenants and guests regarding the adoption of this Policy Resolution. The Association accepts no responsibility for the failure of Members to inform their tenants about this or any other provision of the Association's governing documents.

**Section 2** **Amendments** – The Board of Directors may amend this resolution, in whole or in part, under the procedures set forth in Policy Resolution 2



ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.

RESOLUTIONS ACTION RECORD

Resolution Type: **Policy**

Resolution Number: **8.5**

Pertaining to: **Rules and Regulations when using Common Areas with Pets**

Duly adopted at a meeting of the Board of Directors of the Orange Hunt Square Homeowners Association, held on:

Motion by: Tim Brannon

Seconded by: Dan Bean

OFFICER	VOTE			
	Yea	Nay	Abstain	Absent
 Len Kreitzberg, President	<u>X</u>	—	—	—
 Dan Bean, Vice President	<u>X</u>	—	—	—
 Cliff Harbourt, Secretary	<u>X</u>	—	—	—
 Tim Brannon, Treasurer	<u>X</u>	—	—	—
_____ VACANT, Director	—	—	—	—

**ATTEST:**

  
Cliff Harbourt, Secretary

11-29-16  
Date

File:  
Book of Resolutions  
Minutes of Meeting

Resolution Effective: **1 January 2017**

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**  
**POLICY RESOLUTION NO. 9**  
**USE OF LOTS, LIVING UNITS, AND COMMON AREAS**

Relating to general rules of conduct and use

WHEREAS, Article VII, Section 1 of the Bylaws states that "The Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association" and

WHEREAS, the Board deems it necessary and desirable to establish certain general Rules and Regulations for the use of the Lots, Living Units, and Common Areas;

NOW, THEREFORE, BE IT RESOLVED THAT the following be adopted:

**I. USE OF LOTS AND LIVING UNITS**

- A. All Living Units are to be used for residential purposes only. Home professional offices may be maintained only in accordance with the provisions of The Declaration, any requirements of applicable Fairfax County law and any rules and regulations enacted by the Board of Directors with respect to the use of Lots for home professions.
- B. No Lots or Living Units shall be further subdivided, conveyed, transferred, or separated into smaller lots by any owner.
- C. All trash receptacles shall be removed from the streets, walkways, or exterior portions of the lots following pickup on the day of the scheduled trash removal. Trash receptacles may be put out for pick-up no earlier than the evening before the day of the scheduled removal.
- D. Trash, leaves, and other articles may not be burned on the lots or common areas.
- E. Accumulation or storage of building materials, litter, refuse, bulk materials, or trash of any kind may not be placed upon any lot. Owners that are doing alterations or work to their property as approved by the Architectural Control Committee, may store a limited amount of materials in the rear portion of their lot providing that these materials remain on the lot only for the duration of the approved construction period.

## **II. TRANSFERS AND LEASES**

Owners may transfer or lease their homes subject to the following requirements:

- A. No Living Unit shall be rented for any period of less than twelve (12) months.
- B. Owners may use any lease form as long as the lease shall provide the right of the lessee to use and occupy the Lot and Living Unit subject and subordinate in all respects to the provisions of the Articles of Incorporation, Declaration, Bylaws and the Book of Resolutions.
- C. An Owner who leases his Lot or Living Unit shall, promptly following the execution of any lease, forward a conformed copy thereof to the Board of Directors at least ten (10) days prior to occupancy by the Lessee. The Board of Directors must be notified of any continuation, extension, renewal or termination of the lease at least fifteen (15) days prior thereto.
- D. Any sale or lease of any Lot and Living Unit must conform fully to applicable local laws and ordinances.

## **III. USE OF COMMON AREAS**

- A. The Common Areas shall be used only for the purposes intended. Storage of anything is prohibited on the Common Areas. Pedestrian and vehicular ways shall not be obstructed.
- B. No motorized vehicles shall be operated on any of the Common Area open spaces except for those vehicles used by the Association for maintenance purposes.
- C. Owners shall not place litter or debris on any Common Areas.

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**

**RESOLUTIONS ACTION RECORD**

Resolution Type Policy No. 9

Pertaining to: design review. General Rules of Conduct and Use of Lots, Homes and Common areas

Duly adopted at a meeting of the Board of Directors of Orange Hunt Square Homeowners Association, held October 6, 1992

Motion by: Mary Straub Seconded by: Mike Bryan

OFFICER	VOTE:			
	YES	NO	ABSTAIN	ABSENT
<u>Mike Bryan</u> , President	X	___	___	___
_____ , Vice President	___	___	___	___
<u>Mary James</u> , Secretary	X	___	___	___
<u>Charlie Riley</u> , Director	X	___	___	___
<u>Mary Straub</u> , Director	X	___	___	___

ATTEST:

Mary C. James  
Secretary

6 Oct 1992  
Date

FILE:

Book of Minutes – 1992

Resolution Effective, Immediately

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.  
POLICY RESOLUTION NO. 10  
SATELLITE DISH POLCIES**

Relating to the installation of such devices

This Resolution was Abolished by the adoption of the Addendum to Policy Resolution Six (6) - Design Guidelines, which included guidelines for satellite dishes and became effective November 1, 2010.

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.  
POLICY RESOLUTION NO. 11**

**COMMON AREA PARKING PLAN**

Relating to assignment and use of parking spaces

WHEREAS, Article V, Section 3 of the Declaration of Covenants, Conditions and Restrictions states that "Ownership of each Lot shall entitle the owner or owners thereof to the use of automobile parking spaces (not to exceed two per Lot) as designated by the Association." and

WHEREAS, Article V, Section 3 of the Declaration of Covenants, Conditions and Restrictions states that " These parking spaces shall be as near and convenient to said Lot as reasonable, together with the right of ingress and egress in and upon said parking areas." and

WHEREAS, Article VII, Section 1 of the Bylaws states that "The Board of Directors shall have all of the powers necessary for the administration of the affairs of the Association" and

WHEREAS, The Board of Directors issued a parking plan to the membership and residents on the 16<sup>th</sup> day of February in the year 1987 and

WHEREAS, the Board deems it necessary and desirable to formalize said parking plan in a resolution;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors duly adopts the following assignment and use of common area parking spaces:

:

**ARTICLE 1  
PARKING PLAN**

**Section 1 Creation:**

- a) The Board of Directors will create a common area parking plan in accordance with Article V, Section 3 of the Declaration of Covenants, Conditions and Restrictions and attach it to this resolution as EXHIBIT A

**Section 2 Publication:**

- a) The board of Directors will publish the parking plan in the following manner:

- (1) Initial publication will be in a newsletter or flier delivered to each member of the Association.
- (2) A copy will be included in each Disclosure package issued.
- (3) As soon as practical, the plan will be incorporated within the Associations Owners Manual.
- (4) The Plan shall be placed on a secured section of the Associations Website (if such website exists), accessible only to members of the Association.

## **ARTICLE II COMMON AREA PARKING SPACES**

### **Section 1 Assigned Spaces**

- a) Each lot is assigned 2 common area parking spaces, located as near and convenient to said Lot as reasonable, for the exclusive use of the lots owners, their family, guests or tenants.

### **Section 2 Unassigned Spaces**

- a) Owners and their guests are entitled to use unassigned common area parking spaces on a first-come, first-served basis, except that the Board of Directors reserves the right to assign parking spaces for owners and visitors at the Board's discretion.

### **Section 3 General**

- a) Vehicles must be parked so as not to obstruct other parking spaces, sidewalks or ingress and egress areas.
- b) Vehicles may be parked only in designated parking spaces. All vehicles must comply with "No Parking" areas as posted or designated.
- c) Vehicles may not be parked or stored unattended in a hazardous condition, including, but not limited to, vehicles on jacks or blocks.

## **ARTICLE III ENFORCEMENT**

### **Section 1 Responsibility**

- a) The Association shall have the responsibility of enforcement of this parking plan

**Section 2 Remedies for Violation**

- a) The Association may use fines or any remedy identified within the Declaration of Covenants, Conditions and Restrictions, The Bylaws and various Policy Resolutions of the Orange Hunt Square Homeowners Association and/or authorized by law for violations of the Association Parking Plan.
- b) Vehicles parked on common area parking spaces are also subject to being towed, at the owner's risk and expense, seventy-two (72) hours from the date of tagging, except that any vehicle previously posted for violation of any of these regulations shall be subject to towing without notice for a repetition of said violation.

**Section 3 Procedures of Enforcement**

- a) Enforcement procedures will be consistent as those identified within the Declaration of Covenants, Conditions and Restrictions, The Bylaws and various Policy Resolutions of the Orange Hunt Square Homeowners Association.
- b) The Managing Agent, if any, the Architectural Control Committee or the Board of Directors shall have the authority to issue a warning or violation notice for vehicles which are in violation of this parking policy.

**ARTICLE IV  
ASSOCIATION NOT RESPONSIBLE**

Nothing in this resolution shall be construed to hold the Association or the Board of Directors responsible for damage to vehicles or the loss of property from vehicles parked on the common areas.

**ARTICLE V  
AMENDMENT**

This Resolution may be amended or restated in it's entirety in accordance with the procedure specified in Article vIII of Orange Hunt Square Homeowners Association Policy Resolution 2, Policy Resolutions.



ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.

RESOLUTIONS ACTION RECORD

Resolution Type: **Policy**

Resolution Number: **11**

Pertaining to: **Common Area Parking Plan**

Duly adopted at a meeting of the Board of Directors of the Orange Hunt Square Homeowners Association, held on 10<sup>th</sup> day of November 2011:

Motion by: **Tim Brannon**

Seconded by: Barbara Mahony

Directors	VOTE			
	Yea	Nay	Abstain	Absent
<u>Tim Brannon</u> Tim Brannon, Director	X	—	—	—
<u>Barbara Mahony</u> Barbara Mahony, Director	X	—	—	—
<u>Michael Whittredge</u> Michael Whittredge, Director	X	—	—	—
<u>- Absent -</u> Emerson Ellis, Director	—	—	—	—
_____ Vacant, Director	—	—	—	—

ATTEST:

Julie Brannon  
Julie Brannon, Secretary

Nov. 10, 2011  
Date

File:  
Book of Resolutions  
Minutes of Meeting

Resolution Effective: **November 10, 2011**

## EXHIBIT A: Parking Plan

Since the parking plan exhibit (a drawing of the parking area) shows the assigned parking spaces, there could be a security issue associated with posting these maps in an unsecured area of our web site. Therefore, to minimize this security issue, this electronic version does not contain exhibit A.

A complete version of this plan is available at on our website at  
[http://orangehuntsquarehomeowners.com/Members\\_Only/Parking\\_Plan/pr-11.pdf](http://orangehuntsquarehomeowners.com/Members_Only/Parking_Plan/pr-11.pdf)

If you only like to view the maps, they can be found on our website at:  
[http://orangehuntsquarehomeowners.com/Members\\_Only/Parking\\_Plan/maps.pdf](http://orangehuntsquarehomeowners.com/Members_Only/Parking_Plan/maps.pdf)

Note: You will need a password to access this area. It is the same login and password you use to view the minutes of the Association. If you do not have a password, request one at:  
[http://orangehuntsquarehomeowners.com/access\\_request.php](http://orangehuntsquarehomeowners.com/access_request.php)

The complete resolution was delivered to each member in 2011. It is also included in the Associations current printed version of the Owners Manual.

If you prefer that a copy of the maps be mailed to you contact  
[president@orangehuntsquarehomeowners.com](mailto:president@orangehuntsquarehomeowners.com) and provide your name, address and lot number (if you are a non-resident member). There are fees associated with getting a printed copy.

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION  
POLICY RESOLUTION 12**

**ASSOCIATION COMPLAINT PROCEDURE  
FOR ALLEGED VIOLATIONS OF  
APPLICABLE VIRGINIA LAWS AND REGULATIONS**

**WHEREAS**, Chapter 29 of Title 55 of the Code of Virginia specifies that a complainant may give notice to the Virginia Common Interest Community (CIC) Board for review and comment of any final adverse decision of the Association concerning a matter regarding the action, inaction, or decision by the governing board, managing agent, or Association inconsistent with applicable Virginia laws and regulations; and

**WHEREAS**, the Virginia Common Interest Community Board Ombudsman Regulations, Title 18, Agency 48, Chapter 70 of the Virginia Administrative Code (VAC) establishes the requirements for an Association to establish written process for resolving complaints; and

**WHEREAS**, the Board of Directors determines that there is a need to establish a procedure to address alleged Association actions, inactions or decisions that may be inconsistent with applicable Virginia laws and regulations.

**NOW, THEREFORE BE IT RESOLVED THAT:** the Board of Directors duly adopts the following Association complaint procedure for actions, inactions or decisions alleged to be inconsistent with applicable Virginia laws and regulations:

**ARTICLE I**

**DEFINITIONS**

**Section 1.** “Adverse Decision” – A determination issued by the Board of Directors of the Association that is opposite of, or does not provide for, either wholly or in part, the cure or corrective action sought by complainant.

**Section 2.** “Association” – Association shall mean the Orange Hunt Square Homeowners Association.

**Section 3.** “Complainant” – The complainant is the individual(s) who files the initial written complaint to the Association of an alleged violation of applicable Virginia laws and regulations.

**Section 4.** “Final Adverse Decision” - An adverse decision is where the complainant has exhausted all internal appeal processes.

## ARTICLE II

### **Submitting a Complaint of Alleged Violations of Virginia Laws and Regulations**

**Section 1.** All complaints of any action, inaction, or decision by the Board of Directors, committee thereof, by the managing agent, or Association that is alleged to be inconsistent with applicable Virginia laws and regulations shall be in writing.

**Section 2.** A form for submitting said complaint shall be created by the Association and be:

- a) Provided by the Association upon request
- b) Available on the Associations web site (if a site exists)
- c) Included along with this resolution whenever the resolution is published.

**Section 3.** For a complaint of alleged violations of Virginia laws and regulations to be complete, it should include:

- a) Contact information for the complainant
- b) Any documentation of the decision, action or inaction of the Association
- c) To the extent the complainant has knowledge of the law or regulation applicable to the complaint, the complainant shall provide that reference.
- d) The complainant shall provide the requested action or resolution to resolve the complaint.

**Section 4.** Complaints may be submitted to the Association by:

- a) Mailing the complaint to the Association at the Associations mailing address.
- b) E-mailing to the President of the Association.

## ARTICLE III

### **Process to Evaluate a Complaint of Alleged Violations of Applicable Virginia laws and regulations**

**Section 1.** The Board of Directors will endeavor to resolve or make a final determination within sixty (60) days of receipt of a complaint of any alleged violation of applicable Virginia laws and regulations.

**Section 2. President's Actions** Upon receipt of a complaint, the President shall:

a) Acknowledge Receipt: Within 7 days of receipt, regardless if the complaint is complete, provide written acknowledgment of receipt of the complaint to the complainant.

- i. Such acknowledgment shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the complainant at the address provided, or delivered by electronic means.
- ii. If delivered by electronic means, the Association shall retain sufficient proof of the electronic delivery.

b) Review for Completeness: The President, or other Officer appointed by the President, shall review a complaint for completeness, as described in Article II Section 3 of this resolution, and, if needed, request, in writing, any additional information that is required for the Association to process the complaint.

- i. Such request may be combined with the written acknowledgement of receipt of the complaint providing the acknowledgement is still given within 7 days of receipt of the complaint.
- ii. If the requested information is not provided prior to the meeting where the complaint will be considered, the Board shall proceed to consider the complaint based upon the information available at that time.

c) Schedule the complaint to be considered by the Board: Place the item on the agenda of the next scheduled meeting of the Board of Directors, which allows for a minimum of a 14 day notice to the complainant of the meeting, or, at the Presidents discretion, schedule a special meeting of the Board prior to the next scheduled meeting, for the sole purpose of resolving the complaint.

d) Provide Notice of meeting to Complainant: The President shall notify the complainant, in writing and at least 14 days in advance, of the meeting date, time and location where the complaint will be discussed by the Board and to invite the individual(s) to attend, offering to reschedule the agenda item if the complainant desires to attend but is unable to attend that specific meeting.

- i. Such notice may be combined with the written acknowledgement of receipt of the complaint providing the acknowledgement is still given within 7 days of receipt of the complaint.
- ii. Such notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the complainant at the address provided, or delivered by electronic means.
- iii. If delivered by electronic means, the Association shall retain sufficient proof of the electronic delivery.

e) Provide Notice of Final Determination to the Complainant: Within seven (7) days of the Boards final decision, the President shall provide a written notice of final determination, as more fully described in Article V of this resolution, to the complainant.

- i. Such notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the complainant at the address provided, or delivered by electronic means.
- ii. If delivered by electronic means, the Association shall retain sufficient proof of the electronic delivery.

f) Document Complaint in the Association Records: The President shall forward the following to the Secretary of the Association for recordkeeping purposes:

- i. The original written complaint
- ii. A copy of any request for additional information
- iii. A copy of the written acknowledgement
- iv. A copy of the written notice of meeting (if not part of the written acknowledgement)
- v. Any correspondence or copies of any correspondence between the complainant and the Association.
- vi. A copy of the written notice of final determination sent to the complainant.
- vii. Copies of any proof of delivery of electronic communications.

**Section 3. Secretary's Actions:** The Secretary shall file and retain the following in the Associations files for the individual Lot for a period of one (1) year or until the Lot is sold, whichever is longer:

- a) All documentation forwarded by the President and identified under Article III (2) (f) of this resolution.
- b) A copy of the minutes of the Board Meeting/s where the complaint was considered or mentioned.

## ARTICLE IV

### APPEALS

**Section 1.** The Decision of the Board of Directors is considered final and can only be subject to further review within the Association by following the process outlined in sections 2 and 3 of this Article.

**Section 2.** If the complainant identifies additional material that they believe the Board did not consider, or the complainant initially failed to provide when requested, the complainant is free to submit a new complaint for the same alleged violation.

**Section 3.** The number of resubmissions to initiate a new complaint for further review of the same occurrence is limited to one.

## ARTICLE V

### NOTICE OF FINAL DETERMINATION

**Section 1.** Within 7 days of the Boards decision on the complaint, the President shall provide written notice of final determination to the complainant.

**Section 2.** The Notice of Final Determination shall:

- a) Be dated as of the date of issuance.
- b) Contain the Board of Director's final determination to the complaint.
- c) Include specific citations to applicable association governing documents, laws, and regulations that led to the final determination
- d) Include the Associations Virginia Common Interest Community Board's registration number.
- e) If applicable, include the name and license number of the common interest community manger for the Association.
- f) Include the following statement:

If you still believe that the Association failed to comply with applicable Virginia laws and regulations in reaching this decision you have a right to file a Notice of Final Adverse Decision with the Virginia Common Interest Community Board for their review and comment. For your convenience we have included a copy of that form with this decision. You may find out more information about filing the notice at the Common Interest Community Ombudsman's website:

**<http://www.dpor.virginia.gov/CIC-Ombudsman/>**

- g) Include a copy of the CIC Board Notice of Final Adverse Decision submission forms.

## ARTICLE VI

### RIGHT TO FILE NOTICE OF ADVERSE DECISION

**Section 1.** A Complainant, after receiving a notice of final determination from the Association, has the right to file a Notice of Adverse Decision with the Office of the Common Interest Community Ombudsman.

**Section 2.** Said Notice of Adverse Decision must be filed within 30 days of the date of the Associations Notice of Final Determination.

**Section 3.** The procedures and regulations regarding filing a Notice of Adverse Decision are contained within Title 18, Agency 48, Chapter 70 of the Virginia Administrative Code.

**Section 4.** At the time this resolution was adopted and initially published, the contact information for the Office of the Common Interest Community Ombudsman is:

Phone (804) 367-2941  
FAX (866) 490-2723  
Email [CICombudsman@dpor.virginia.gov](mailto:CICombudsman@dpor.virginia.gov)  
Website <http://www.dpor.virginia.gov/CIC-Ombudsman/>

## ARTICLE VII

### MISCELLANEOUS

**Section 1. Amendments** The Board of Directors may amend this resolution under the procedure set forth in Policy Resolution 2.

**Section 2. Updates** The Board of Directors may update this resolution to correct contact information or comply with requirements set forth in Virginia laws or codes by majority vote at a meeting of the Board where the update is listed in the agenda.

The latest update shall be identified in Article VII Section 3 of this resolution.

**Section 3. Date of Last Update:** The last update of this resolution was 11/04/2013

**Section 4. Publication:** A copy of this resolution when adopted shall:

- a) Be delivered to each member of the Association
- b) Be included in all disclosure packages issued by the Association
- c) Be available on the Associations web site, if any.

A copy of this resolution when updated shall:

- a) Be included in all disclosure packages issued by the Association
- b) Be available on the Associations web site, if any.



ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.

RESOLUTIONS ACTION RECORD

Resolution Type: **Policy**

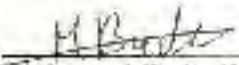

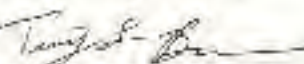
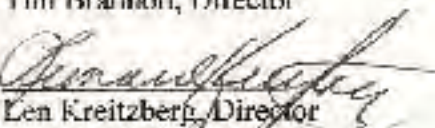

Resolution Number: **12**

Pertaining to: **Association Complaint Procedure for Alleged Violations of VA laws/Regs**

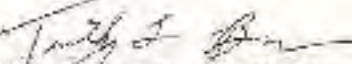
Duly adopted at a meeting of the Board of Directors of the Orange Hunt Square Homeowners Association, held on fourth day of November 2013.

Motion by: **Tim Brannon**

Seconded by: Dan Bean

Directors	VOTE			
	Yea	Nay	Abstain	Absent
 Mohamed Badr, Director	✓			
 Dan Bean, Director	✓	—	—	—
 Tim Brannon, Director	✓	—	—	—
 Len Kreitzberg, Director	✓			
 Barbara Mahony, Director	✓			

ATTEST:

  
Tim Brannon, Secretary

4 NOV 2013  
Date

File:  
Book of Resolutions  
Minutes of Meeting

Resolution Effective: **Immediately**



***ORANGE HUNT SQUARE  
HOMEOWNERS ASSOCIATION, INC.***

**ADMINISTRATIVE RESOLUTIONS**

- AR-1 Procedures relative to collection of Assessments**
- AR-2 Association Records (document retention policy)**
- AR-3 Disclosure Packages and Statements**
- AR-4 Stormwater Management Committee**
- AR-5 Contingency Line Item Within Reserves**



**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION**

**ADMINISTRATIVE RESOLUTION NO. 1**

**RESTATED PROCEDURES RELATIVE TO ASSESSMENTS**

Relating to collection of Assessments and Delinquent Accounts

WHEREAS, Article VI, Section 1 of the Declaration of Covenants, Conditions and Restrictions, Article XI of the Bylaws of Orange Hunt Square Homeowners Association, Inc. and the Virginia Property Owners Association Act (§55-508 et se . Code of Virginia) create an assessment obligation for Owners; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions and the Virginia Property Owners Association Act ("Act") empower the Board of Directors to make assessments against Owners to defray common expenses, establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payment of the annual assessment: and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions, the Bylaws and the Virginia Property Owners Act specify the types of relief the Association, through its Board, Managing Agent or legal counsel may seek when an Owner is in default in the payment of assessments under the terms of the Governing Documents or Act; and

WHEREAS, there is a need to define various terms associated with the collection of assessments; and

WHEREAS, the Board determines that there is a need to establish orderly procedures for the billing and collection of said assessments.

NOW, THEREFORE, BE IT RESOLVED THAT: this restated resolution when adopted shall replace the previous resolution known as Administrative Resolution #1 adopted on October 6, 1992

NOW, THEREFORE, BE IT RESOLVED THAT: the Board of Directors duly adopts the following procedures relative to assessments:

**ARTICLE 1  
APPLICABILITY**

All Unit Owners shall be subject to the provisions of this resolution and to the provisions of the Declaration, the Bylaws and the Virginia Property Owners Association Act with respect to assessments.

## **ARTICLE II DEFINATIONS**

**Section 1**      “**Account**” shall mean the tracking of all financial transactions between the Association and the member as it applies to a specific lot.

**Section 2**      “**Act**” shall mean and refer to Title 55, Chapter 26 of the Code of Virginia as amended commonly referred to as the Virginia Property Owners Association Act.

**Section 3**      “**Costs of Collection**” shall include, but shall not be limited to administrative charges; notice charges; process service charges; legal fees; release fees; copy charges; postage and mailing charges; return check charges or any charge incurred by the association or its agents, contractors, or management in the collection of a lien, any assessment, as authorized in any judgment, by foreclosure or judgment action, regardless of whether the dispute is settled by agreement or by legal action.

**Section 4**      “**Declaration**” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Circuit Court, Fairfax County, Virginia.

**Section 5**      “**Lot**” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area

**Section 6**      “**Member**” shall mean and refer to every person or entity who holds membership in the Association

**Section 7**      “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

## **ARTICLE III ROUTINE COLLECTIONS**

### **Section 1 – Assessment Payment Due Dates**

- A. All monthly installments of the annual assessments shall be due and payable in advance on the first day of the applicable month;
- B. All Special Assessments shall be due as specified in the Notice of Special Assessment provided that the first due date is no less than thirty (30) days after delivery of the Notice of Special Assessment.

## **Section 2 – Communications between the Association and Member**

- A. All documents, correspondence, and notices relating to Assessments or the charges associated with the Assessments shall be mailed or delivered to the address which appears on the books of the Association or to such other address as is expressly designated, in writing, by an Owner as his or her official address.
- B. Nonresident Owners shall furnish the Board of Directors with an address where mail will be promptly received by the Owner.
- C. Non-receipt of any payment coupons shall in no way relieve the Owner of the obligations to pay the amount due by the due date.

## **Section 3 – Financial Accounts for each lot**

- A. The Association shall maintain an accounting of financial transactions for each lot
- B. The Association shall track the transactions of Annual assessments separate from the transactions of Special Assessments for each lot.

## **Section 4 – Delinquent Accounts**

- A. If a scheduled payment is not received by the last day of each month (or the first working day thereafter if such day is a Saturday, Sunday or legal holiday) that the payment is due, the account shall be deemed delinquent.
- B. Once an account is deemed to be delinquent, the account will continue to be considered delinquent until such time that the total balance of all scheduled assessment payments, scheduled special assessment payments, any accelerated payments, accrued charges and costs of collection equals zero or produces a credit balance.
- C. The Association may use one or more of the Remedies for Nonpayment of Assessment identified within this Resolution, the Declaration, the Bylaws and/or authorized under the law for any account determined to be delinquent.

## **ARTICLE IV APPLICATION OF PAYMENTS**

### **Section 1 - Payments toward Annual Assessments.**

- A. Any funds received from a member shall be first be applied to any charges, costs of collections, legal fees or court costs, if any, on their account unless the funds are identified as a payment toward a special assessment.

- B. Any funds remaining after satisfying any charges, costs of collections, legal fees or court costs, if any, shall be applied to past due assessments prior to being applied to a current monthly assessment.
- C. (As amended on November 1, 2014) Any funds remaining from a regular assessment payment shall be applied towards future payments.

**Section 2 - Payments toward Special Assessments**

- A. Any funds received by a member identified as a payment toward a special assessment shall first be applied to any charges, costs of collections, legal fees or court costs associated with any special assessment on the account.
- B. Any funds remaining after satisfying any charges, costs of collections, legal fees or court costs, if any, associated with any special assessment shall be applied to past due special assessment payments prior to being applied to the current or future payment of a special assessment.
- C. Any funds received by a member identified as a payment toward a special assessment in excess of satisfying any special assessment on their account, shall be applied toward the annual assessments of the account in accordance to the procedures of Article IV, Section 1 of this resolution.

**ARTICLE V  
REMEDIES FOR NONPAYMENT OF ASSESSMENT**

**Section 1 – Charging 10 percent (10%) of the balance of unpaid assessments**

- A. Delinquent accounts will be charged on the first day of the month an amount equal to ten percent (10%) of the balance of unpaid assessments from the previous month as authorized in Article VI, Section 8 of the Declaration.
- B. This charge and any costs of collection shall not be used when determining the balance of unpaid assessments that is to be used when calculating charges authorized in Article VI, Section 8 of the Declaration for future months. See EXHIBIT A for an example of calculating this charge.
- C. This charge shall be applied and tracked separately for Annual Assessments and Special Assessments.

**Section 2 – Administrative Charge**

- A. Any account that is considered delinquent for three consecutive months will accrue an Administrative Charge of twenty dollars (\$20.00) on the first day of the fourth consecutive month that the account is delinquent. Once an Administrative fee is applied to an account a new three month period for determining future Administrative charges will begin.

- B. Administrative charges shall be applied and tracked separately for Annual Assessments and Special Assessments.

### **Section 3 – Charge for Returned Checks**

- A. A \$20.00 charge for any check issued to the Association as payment toward an account that is not accepted and returned by the bank for any reason shall be made to the member of the lot responsible for payment of the assessment.
- B. If the Association receives from any Owner, in any fiscal year, two or more returned checks for payment toward an account, the Board may require all future payments to be made by certified check, cashier's check or money order for the remainder of fiscal year.

### **Section 4 – Acceleration of Payments**

- A. The Board of Directors may accelerate the remaining installments due dates for any annual or special assessment balance of the fiscal year that an account is delinquent.

### **Section 5 – Actions at Law**

- A. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment and/or foreclose the lien against the property. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.
- B. The Association shall be entitled to use any other rights afforded a creditor under law

### **Section 6 – Suspension of Voting Rights**

- A. The voting rights of any member whose account is determined to be delinquent shall automatically be suspended until such account is brought back to a zero balance. This authority is authorized in Article V, Section 1 of the Declaration and Article VII, Section 1 of the Bylaws.

## **ARTICLE VI NOTICES RELATED TO NONPAYMENT OF ASSESSMENT**

### **Section 1 – Initial Notice**

- A. When an account is initially determined to be delinquent, a late notice shall be generated, similar to Exhibit B, indicating that the account is considered delinquent.
- B. An accounting of the transactions that occurred on the account for the delinquency period, including any charges or collection costs will be included in the notice.
- C. The initial notice shall be sent by first class mail or delivered in person.



## **Section 2 – Second Notice**

- A. If payment in full, including charges and cost of collections, is not received by the Association by the thirtieth (30th) day after the initial notice is sent or delivered, a second notice shall be generated, similar to Exhibit C, indicating that the account is still delinquent and that additional charges and/or cost of collections have occurred.
- B. An accounting of the transactions that occurred on the account for the delinquency period, including any charges or collection costs will be included in the notice.
- C. The second notice shall be sent by first class mail.

## **Section 3 – Notice of Intent to Accelerate Installments and File a Memorandum of Lien**

- A. If payment in full, including late charges and costs of collection, is not received by the Association by the thirtieth (30th) day after the second notice is sent, a "Notice of Intent to Accelerate Installments and File a Memorandum of Lien" substantially in the form of Exhibit D to this Resolution shall be mailed to the Unit Owners. The Association shall simultaneously send a copy of such Notice to the Mortgagee of such Unit if known.
- B. An accounting of the transactions that occurred on the account for the delinquency period, including any charges or collection costs will be included in the notice.
- C. The Notice of Intent to Accelerate Installments and File a Memorandum of Lien shall be sent to the member via certified mail, return receipt requested and the cost of postage for the use of certified mail shall be a charge for the cost of collection. Additional copies of such notice, if sent to Mortgagee or others, shall be sent via first class mail.

## **Section 4 – Actions at Law**

- A. If payment in full, including late charges and costs of collections is not received by the Association within fifteen (15) days after the "Notice of Intent to Accelerate Installments and File Lien" has been issued, then the remaining installments of the annual assessment may be accelerated and a lien may be placed on the Unit.
- B. The decision to pursue any actions at law shall be by a majority vote of the Board of Directors at a meeting in which a quorum is present.
- C. Once a decision to pursue an action at law is made, Counsel will so notify the Owner with a copy of the lien, and the Association shall notify the Mortgagee, if known. Counsel may also file a civil suit against the Unit Owner on the basis of the personal obligation to pay the assessments. The cost of filing both the lien and the civil suit will be added to the account, plus accrued charges, any interest chargeable by law on the unpaid assessment, and all other costs incurred by the collection process as allowed by Article VI of the Declaration, Article XI of the Bylaws, this Resolution and the laws of the Commonwealth of Virginia.
- D. If, within ten (10) days of the filing of the Memorandum of Lien, the account still remains delinquent, counsel for the Association shall take other appropriate legal action as directed by the Board.

**ARTICLE VII  
WAIVING OF CHARGES AND COSTS OF COLLECTIONS**

**Section 1 – Right to seek a waiver of charges and/or costs of collections**

- A. Each owner of a lot shall have the right to petition the Association for a waiver of charges and costs of collection that have been applied to the Lots account.
- B. Requests of waivers sent to the Board shall be in writing.

**Section 2 – Authority to Waive Charges and Costs of Collections**

- A. The Board may grant a waiver for any provision herein upon receiving a request in writing by the Owner alleging a personal hardship. Any such relief granted an Owner shall be appropriately documented in the Association files. Such documentation shall include, without limitation, the basis for taking such action.
- B. Waivers of legal costs associated with the collection of unpaid assessments shall not be granted.
- C. The Board may delegate limited authority to waive charges and costs of collection to the Treasurer as outlined in Article VII, section 3 of this resolution.

**Section 3 – Delegation of Authority to Waive Charges and Costs of Collections**

- A. The Board of Directors may delegate limited authority to waive charges and cost of collections to the Treasurer.
- B. If authority is so delegated, the Treasurer may grant a waiver but shall be limited in that authority to the following:
  - Any charges of 10% of the unpaid assessment balance as authorized under Article VI, Section 8 of the Declaration that are applied during the first three month period that an account has been in delinquency.
  - The first Administrative fee, if applied, of any delinquent account.
- C. If authority is so delegated, such delegation of authority shall expire at the expiration of the term of office that the Treasurer is currently serving.
- D. The Treasurer shall not be authorized to further delegate authority for waivers of charges or costs of collections.

**ARTICLE VIII  
AMENDMENTS**

This Resolution may be amended or restated in its entirety in accordance with the procedure specified in Article III of Orange Hunt Square Homeowners Association Policy Resolution 3, Administrative Resolutions.

**EXHIBIT “A”**

Example of calculating ten percent (10%) charge as authorized in the Declaration of Covenants, Conditions and Restrictions.

Example: Assessments \$50 per month.

<u>Date</u>	<u>Item</u>	<u>Amount</u>	<u>Balance</u>
1/1	Jan Assessment	\$50	\$50
2/1	Charge (Jan - \$50 x .1)	\$5	\$55
2/1	Feb Assessment	\$50	\$105
3/1	Charge (Jan/Feb \$100 x .1)	\$10	\$115
3/1	Mar Assessment	\$50	\$165
4/1	Charge (Jan-Mar \$150 x .1)	\$15	\$180
4/1	Administrative Charge	\$20	\$200
4/1	Apr Assessment	\$50	\$250
5/1	Charge (Jan-Apr 200 x .1)	\$20	\$270
5/1	May Assessment	\$50	\$320
6/1	Charge (Jan-May 250 x .1)	\$25	\$345
6/1	June Assessment	\$50	\$395
7/1	Charge (Jan-June 300 x .1)	\$30	\$425
7/1	Administrative Charge	\$20	\$445
7/1	July Assessment	\$50	\$495

**EXHIBIT "B"**

Orange Hunt Square Homeowners Association  
P.O. Box 2118, Springfield, VA 22152

MM/DD/YYYY

Name  
Address  
City, State, Zip

Dear Homeowner:

**RE: YYYY Assessment – Lot address (Lot ###)**

Our records indicate that we have not received any assessment payments from you since MM/YYYY. This is to remind you that monthly assessments are due the 1<sup>st</sup> of each month and are considered delinquent on the last day of the month they are due. A charge of 10% of the balance of unpaid assessments is levied for each month an assessment is delinquent. Currently, you are in arrears for MMM

There are many reasons why your account balance could be incorrect, including an error on our part. We ask that you please check your records to determine if you have made the payment/s. If your records do indicate that you have paid these assessments, please contact the bookkeeper at xxx-xxx-xxxxx or via email, bookkeeper@orangehuntssquarehomeowners.com and arrange to provide a copy of proof of payment.

Including this month’s scheduled payment, the total due is shown below.

**Total due now is \$480.00** (billing detail listed below).

MMM Assessment	\$xx.xx
10% Charge	x.xx
MMM Assessment	\$xx.xx
Total	<u>\$xxx.xx</u>

To avoid any additional charges and costs of collection please remit the total balance overdue. If you have any questions, please contact the bookkeeper or myself. All discussions concerning financial matters are confidential.

Name, Treasurer  
Phone: xxx-xxx-xxxx  
Email: Treasurer@orangehuntssquarehomeowners.com

Cc: files

**EXHIBIT "C"**      Orange Hunt Square Homeowners Association  
P.O. Box 2118, Springfield, VA 22152

MM/DD/YYYY

Name  
Address  
City, State, Zip

**RE: SECOND NOTICE - Overdue Assessment, Lot address (Lot ###)**

Dear Name:

This letter serves as your second notice that you are in arrears with your monthly homeowner's assessment payments. As indicated in our MM/DD/YYYY letter to you, we have not received monthly assessments for the above property for since MM/YYYY. Charges and costs of collection as authorized in the Declaration of Covenants, Conditions and Restrictions have been applied. Including this months scheduled payment, the total due is shown below.

**Total due now is \$xxx.xx** (billing detail listed below).

MMM Assessment	\$xx.xx
10% Charge	x.xx
MMM Assessment	\$xx.xx
10% Charge	x.xx
MMM Assessment	<u>\$xx.xx</u>

**TOTAL DUE:                    \$xxx.xx**

Please remit the indicated total due as soon as possible. Failure to remit the outstanding balance in full can result in additional charges and costs of collection added to your account. If you have any questions, please call the bookkeeper at xxx-xxx-xxxx, email: bookkeeper@orangehunthouseowners.com or myself. All discussions concerning financial matters are confidential.

Name, Treasurer  
Phone: xxx-xxx-xxxx  
Email: Treasurer@orangehunthouseowners.com

Cc: files

**EXHIBIT “D”**

Orange Hunt Square Homeowners Association  
P.O. Box 2118, Springfield, VA 22152

MM/DD/YYYY

Name  
Address  
City, State, Zip  
Sent via Certified Mail   xxxx xxxx xxxx xxxx xxxx

**RE: NOTICE OF INTENT TO ACCELERATE INSTALLMENTS AND  
FILE A MEMORANDUM OF LIEN - Lot address (Lot ###)**

Dear Name:

This letter serves as **third and final notice** that you are in arrears with your monthly homeowner’s assessments. As indicated in our MM/DD and MM/DD letters to you, we have not received monthly assessments for the above property for since MM/YYYY. Charges and costs of collection as authorized in the Declaration of Covenants, Conditions and Restrictions have been applied. Including this months scheduled payment, the total due is shown below.

**Total due now is \$xxx.xx** (billing detail listed below).

MMM Assessment	\$xx.xx
10% Charge	x.xx
MMM Assessment	\$xx.xx
10% Charge	x.xx
MMM Assessment	\$xx.xx
10% Charge	x.xx
Administrative Fee	20.00
Cost of Certified Letter	x.xx
MMM Assessment	<u>xx.xx</u>

**TOTAL DUE IMMEDIATELY:           \$xxx.xx**

Please remit your total due within fifteen days of receipt or this letter or the issue may be turned over to our legal counsel for collection. This will result in additional charges, costs of collection, and legal fees assessed to your account. If you have any questions, please contact me. All discussions concerning financial matters are confidential.

Name, Treasurer  
Phone: xxx-xxx-xxxx  
Email: Treasurer@orangehuntssquarehomeowners.com

Cc: files

ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.

RESOLUTIONS ACTION RECORD

Resolution Type: **Administrative**

Resolution Number: **1**

Pertaining to: **Restated Procedures Relative to Assessments**

Duly adopted at a meeting of the Board of Directors of the Orange Hunt Square Homeowners Association, held on: 16 September 2011

Motion by: **Tim Brannon**

Seconded by: Chris Everett

OFFICER	VOTE			
	Yea	Nay	Abstain	Absent
<u>Tim Brannon</u> Tim Brannon, President	✓	—	—	—
<u>Chris Everett</u> Chris Everett, Vice President	✓	—	—	—
<u>Emerson Ellis</u> Emerson Ellis, Director	✓	—	—	—
<u>Mike Whittredge</u> Mike Whittredge, Treasurer	✓	—	—	—
<u>VACANT</u> , Director	—	—	—	—

ATTEST:

Julie Brannon  
Julie Brannon, Secretary

9/16/11  
Date

File:  
Book of Resolutions  
Minutes of Meeting

Resolution Effective: **January 1, 2012**



**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION 2  
ASSOCIATION RECORDS**

**WHEREAS**, the Bylaws of Orange Hunt Square Homeowners Association, Inc. (“Association”), the Virginia Non-Stock Corporation Act (§13.1-932 et seq. Code of Virginia) and the Virginia Property Owners Act (§ 55-510.1 et seq. Code of Virginia) provide the requirement to create and maintain various records of the Association.

**WHEREAS**, there is a need to establish procedures and instructions on the creation and keeping of Association records.

**NOW, THEREFORE BE IT RESOLVED THAT:** the Board of Directors duly adopts the following record keeping procedures and instructions:

**I. GENERAL**

**Section 1: Official Records**

- a) The custody and maintenance of the Official Records of the Association are the shared responsibility of the Associations officers and committee chairs as described within this resolution.
- b) In case of vacancies preventing all officers or committees positions to be filled, the responsibility of those duties shall be delegated as follows:
  - If the position of Maintenance Officer is vacant, the Vice-President shall be the custodian of the maintenance files and generate all associated reports. If the position of Vice-President is vacant, the President shall be the custodian.
  - If the position of Architectural Chair is vacant, the managing agent, if any, shall be the custodian of the architectural files and generate all associated reports. If there is no managing agent the Vice President shall be the custodian. If the position of Vice-President is vacant, the President shall be the custodian.
  - If the position of Secretary is vacant, the Treasurer shall become the custodian of the records and generate all associated reports.

**Section 2: Minutes**

- a) Minutes shall be taken and kept, in perpetuity, by the Secretary or, as further described in this document, the Committee Chair for:
  - Meetings of the General Membership
  - Meetings of the Board of Directors
  - Meetings of the Architectural Committee
  - Meetings of any other Association Committee

b) Contents of minutes shall, **as a minimum**, include:

- Date, start time and place of the meeting
- Type of meeting (open/closed)
- Attendees:
  - For meetings of the Board, the names of attendees.
  - For meetings of any committee, the names of attendees.
  - For meetings of the general membership the number of lots represented in person and the number of lots represented by proxy.
- Notation of a quorum as required
- Approval of previous meetings minutes
- Notations of any authorized actions by individuals taken without a meeting
- Summary and disposition of any item on the meetings agenda.
- Summary of verbal reports and, as an attachment to the minutes, copies of any written reports with an annotation of the written report being attached.
- All main motions (except such as were withdrawn) and motions that bring a main question again before the assembly, stating the wording as adopted or disposed of, and the disposition.
- Points of order, appeals and reasons the chair gives for the ruling.
- Dates/Times of future meetings if given.
- Time of adjournment.

c) Only minutes of open meetings may be published on the Associations Web Site.

### **Section 3: Correspondence**

a) Officers corresponding in an official capacity shall provide a copy of that correspondence to the Association Secretary, Treasurer, Maintenance Officer or Committee Chair, as appropriate, for proper filing.

b) Committee members corresponding in an official capacity shall provide a copy of that correspondence to the Committee Chair for proper filing.

c) Correspondence amongst members of the Board, officers of the Association, committee members and/or the bookkeeper are not generally considered official correspondence of the Association.

### **Section 4: Access to Records**

a) Any member, upon request and in accordance with the Virginia Property Owners Act, may review the records of the Association

## **II. SECRETARY OF THE ASSOCIATION**

### **Section 1: Custody of Association Records**

- a) The Secretary shall, as a minimum, maintain the following official Association records:

#### **In printed and electronic form:**

1. Governing Documents:
  - a. The Articles of Incorporation and all amendments to them currently in effect.
  - b. The Declaration of Covenants Conditions and Restrictions and all amendments to them currently in effect.
  - c. The Bylaws or restated Bylaws and all amendments to them currently in effect.
  - d. The Book of Resolutions
2. In perpetuity:
  - a. Minutes of all open and closed meetings of the Board of Directors
  - b. Minutes of all annual or special meetings of the general membership
  - c. Minutes of any committee that does not meet on a regular basis

#### **In written/printed form:**

3. Contracts/Insurance Policies:
    - a. Original signed copies of any contracts currently in effect and the two preceding.
    - b. Original policies of any insurance currently in effect.
  4. For the current and preceding five (5) years:
    - a. A list of the names addresses and contact information of directors, officers and committee members of the Association.
    - b. Copies of editions of the Tallyho
    - c. All written communications to the membership (flyers, notices, booklets, etc.)
    - d. Reports and certifications delivered to or received from the Commonwealth of Virginia.
    - e. All written communication, other than minutes, not maintained by other officers or committees
  5. For the period of one (1) year:
    - a. All proxy statements
    - b. All ballots
- b) Items published on the Associations Web site satisfy the electronic form requirement for that item.

## **Section 2: Membership Lists**

a) The Secretary shall cause to be maintained a record of its members, in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order.

## **Section 3: Minutes of Meetings:**

a) The Secretary shall record the minutes of all open and closed meetings of the Board of Directors and all annual or special meetings of the general membership

b) Publishing of minutes on the Association Web Site will satisfy the electronic form requirement.

## **III. TREASURER of the ASSOCIATION**

### **Section 1: Assessments**

a) The Treasurer shall cause to be maintained an accounting record of financial transactions between a member and the Association.

b) The Treasurer shall cause all electronic financial records to be backed up on removable media on a monthly basis or, if deemed necessary, more often.

c) The Treasurer shall cause to be kept and maintained individual financial files for each lot within the Association.

- With the exception of the annual notification of assessments and coupon book, all communications associated with the collection of annual assessments from the current owner of a lot.
- Such records may be disposed of as ownership of the lot changes.

### **Section 2: Tax Records and Audits**

a) In accordance with standard accounting practices, the Treasurer shall maintain tax filings and supporting documentation for the current year and preceding five (5) years.

b) The Treasurer shall maintain the financial audits of the Association for ten (10) years.

### **Section 3: General Financial Records**

a) In accordance with standard accounting practices, The Treasurer shall cause to be maintained appropriate accounting of financial transactions of The Association.

### **Section 4: Reports of the Treasurer**

a) For the Board of Directors:

- Annual Budget
  - The Treasurer shall prepare a budget for consideration by the Board.
- Monthly Accounting
  - The Treasurer shall prepare a written accounting of income and expenses, for the current year, by month, to be included in the minutes of meetings as an attachments

b) For the General Membership:

1. Annual Summary

- The Treasurer shall prepare an annual summary of income and expenses for the annual general membership meeting. This summary shall contain:
  - i. The budgeted and actual accounting summary for the current fiscal year.
  - ii. The actual accounting summary for the previous two (2) fiscal years.
  - iii. The proposed/programmed budget for the next fiscal year.

2. Monthly Accounting:

- The Treasurer shall prepare a written accounting of income and expenses, for the current and preceding year, by month, to be included in the minutes of meetings as an attachments

3. Statement of Reserves for Capital Improvements

- The Treasurer shall prepare a written statement in accordance with the Virginia Property Owners Association Act, as amended, § 55-514.1. Reserves for capital components.

## **IV. MAINTENANCE**

### **Section 1: Maintenance Files**

a) The Maintenance Officer shall, as a minimum, maintain in printed form, the following Association records:

- Street repair, maintenance and snow removal
- Sidewalk repair and maintenance
- Playground repair and maintenance
- Entrance sign repair and maintenance
- Landscaping repair, maintenance and tree trimming or removal
- Trash and recycling removal services

### **Section 2: Contracts**

a) Original, signed, contracts shall be maintained by the Secretary. The maintenance chair shall keep a copy of all signed contracts currently in effect.

b) The Maintenance Officer shall provide a copy of all signed contracts to the Treasurer for budgeting purposes

### **Section 3: Vendors**

a) The maintenance chair shall maintain a written directory of various vendors used by the Association on a continual or adhoc basis.

### **Section 4: Reports**

a) At the first meeting of each calendar year of the Board of Directors:

A listing of existing contracts with the following information:

- Type of contract
- Length of contract with start and end dates
- Name of vendor

b) The maintenance chair shall make a report, as needed, at all scheduled meetings of the Board of Directors.

- At a minimum, the report will contain the following:
  1. Identified maintenance issues and requirements within the Association.
  2. Estimates, from at least three (3) vendors when possible, to address the maintenance issues

## **V ARCHITECTURAL CONTROL COMMITTEE**

### **Section 1: Minutes of Meetings:**

- a) The Committee Chair is responsible to ensure that committee minutes will be kept and maintained in accordance with Article I, section 2 of this resolution.
- b) Publishing of committee minutes on the Association Web Site will satisfy the electronic form requirement.

### **Section 2: Records of Individual Lots**

- a) The Architectural Committee shall keep and maintain individual files for each lot within the Association.
- b) As a minimum, the Architectural Committee shall keep a written/printed copy of the following in each file:
  - The authorized exterior colors of paint, stain, brick or roof shingles used on the lot
  - Design change requests submitted by any owner of the lot.
  - The reply of the ACC to each submitted design change request.
  - The inspection report created for any disclosure package for the lot
  - Annual inspection reports for the current and past 10 years
  - All communications associated with any documented infractions by the current owner or their tenants.

### **Section 3: Reports of the Architectural Committee**

- a) The Architectural Committee shall provide a report at scheduled meetings of the Board of Directors summarizing the actions of the committee since the last report.

As a minimum, the report shall contain the following:

- The number of design change requests approved or disapproved by the Committee
- The date of the last meeting of the Committee.
- The lot number of any inspections completed for disclosure packages
- Any scheduled hearing of the Committee for infractions of the covenants or guidelines, and if held, the results of the hearing.

b) The Architectural Committee shall provide a written report at annual meetings of the general membership summarizing the actions of the committee since the last report. This written report shall become an attachment to the minutes of that meeting.

As a minimum, the report shall contain the following:

- The names of members of the committee.
- The number of design change requests approved or disapproved by the Committee
- The number of inspections completed for disclosure packages
- The number of infractions reported to, and investigated by, the Committee
- A listing of any future meetings already scheduled.

## **VI OTHER COMMITTEES**

### **Section 1: Minutes of Meetings:**

- a) The Committee Chair is responsible to ensure that minutes will be recorded in accordance with article I of this resolution.
- b) Upon dissolution of the committee the Committee Chair will turn over custody of all minutes to the Secretary of the Association.
- c) Publishing of minutes on the Association Web Site will satisfy the electronic form requirement.

### **Section 2: Reports**

- a) The Committee Chair shall make a report, as needed, at all scheduled meetings of the Board of Directors.



ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.

RESOLUTIONS ACTION RECORD

Resolution Type: **Administrative**

Resolution Number: **2**

Pertaining to: **Association Records**

Duly adopted at a meeting of the Board of Directors of the Orange Hunt Square Homeowners Association, held on: **January 11, 2010**

Motion by: **Tim Brannon**

Seconded by: Steve Sergio

OFFICER	VOTE			
	Yea	Nay	Abstain	Absent
Tim Brannon, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rich Peck, Vice President	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Len Kreitzberg, Secretary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steve Sergio, Treasurer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Everett, Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

Len Kreitzberg  
Len Kreitzberg, Secretary

1/11/2010  
Date

File:  
Book of Resolutions  
Minutes of Meeting

Resolution Effective: **February 1, 2010**



**EXHIBIT A**

**RESALE DISCLOSURE STATEMENT**

Orange Hunt Square Homeowners' Association  
P.O. Box 2118  
Springfield, VA 22152

Owner's Name: \_\_\_\_\_

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

Springfield, VA 22153

RE: Lot # \_\_\_\_\_

Pursuant to Section 55, Code of Virginia, as amended, we hereby certify that as of the date hereof:

A. The Association is incorporated in the Commonwealth of Virginia with the following name and address:

Orange Hunt Square Homeowners' Association  
P.O. Box 2118  
Springfield, VA 22152

B: The name and address of the Associations registered agent is:

Rees Broome, PC  
8133 Leesburg Pike, Ninth Floor  
Vienna, VA 22182

C. The Board is expected to address patching, milling/resurfacing and sealing of the community streets within the next several years.

D. The status of assessments with respect to the townhome unit identified above is as follows:

Assessments are paid through \_\_\_\_\_.

Assessments are due on the first of the month and must be paid not later than the last day of the same month to avoid interest and administrative fees.

The current monthly assessment is: \$\_\_\_\_\_.

E. There is no Master Association or other entity, other than Orange Hunt Square Homeowners Association, which the lot is liable for fees or other charges.

F. As of the date of this disclosure, there is a book balance in the reserve for replacement fund (reserve accounts) of approximately \$\_\_\_\_\_. On Dec 1, 2010 the Membership voted to increase assessments to an amount recommended by the Associations Reserve Study, completed on September 25, 2010, which should properly fund the Association Reserves.

G. Attached to this disclosure is a copy of the most current statement of financial condition of the Homeowners' Association.

H. There are no unsatisfied judgments against the Orange Hunt Square Homeowners Association.

I. The Orange Hunt Square Homeowners Association holds liability insurance policies required by the bylaws and the Commonwealth of Virginia. It is suggested that each townhome owner obtain

insurance covering property damage and personal property liability insurance covering his/her personal unit (it is not covered by Association Insurance).

J. The Board of Directors **are / are not** aware of any improvements or alterations made to the above townhome that violates the Association Bylaws, Covenants or Architectural Guidelines. See attached inspection report by the Architectural Committee.

K. The Association has the following guideline regarding “for sale” signs:

SIGNS, REAL ESTATE: Only one sign advertising a property for sale or rent may be displayed on a lot. Such signs must meet applicable County regulations with respect to size, content and removal. Signs obtained from a licensed Real Estate agent are considered to meet these requirements. Only “Open House” signs may be placed on common areas.

L. The Association has the following guideline regarding flagpoles:

Flagpoles: Permanent, free standing flagpoles are prohibited.

Temporary flagpole staffs which do not exceed six feet in length and are attached at an incline, parallel or perpendicular to the wall or pillar of the dwelling unit do not require approval by the Architectural Control Committee. The traditional rules with respect to the display of the American Flag should be followed.

M. The following are included as part of this package:

- Association Owners Manual which contains:
  - The Articles of Incorporation
  - The Declaration of Covenants Conditions and Restrictions
  - The Bylaws
  - Policy Resolution 6, Design Review Procedures and Guidelines
  - Policy Resolution 7, Parking Policies
  - Policy Resolution 8, Pet Policies
- Amendments to the Bylaws
- Approved meeting minutes for the previous six (6) months
- Inspection report of the lot by the Architectural Committee
- Association Financial Statement
- Copy of Common Interest Community Certification
- Cover Sheet developed by the Common Interest Community Board
- Trash Collection/Recycling Information Sheet
- Association Planned Unit Development (PUD) Information Sheet
- Latest Reserve Study

**Questions regarding this disclosure packet are to be directed to the Association.**

The information contained in this disclosure packet, issued pursuant to Section 55 of the Virginia Code, as amended, is based upon the best knowledge and beliefs of the Orange Hunt Square Homeowners' Association.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Name, Bookkeeper

Orange Hunt Square Homeowners' Association

Phone: 703-xxx-xxxx

## EXHIBIT B

### Orange Hunt Square Homeowners' Association Procedures for issuing a Disclosure Package

Note: Association must complete packet and notify requestor within 12 days

1. Homeowner, or their agent, requests packet and pays \$100.00 Fee and is advised that only printed versions of the package are available.

Name:

Lot #:

Address:

Phone Number:

2. Notify Architectural Chair that an inspection is due within one week (7 days).

Chair Notified:

3. Obtain Board Minutes of the last six months from web site.

4. Obtain from the Treasurer:

Copy of current Budget Summary (from most recent Annual Membership Meeting)

Copy of current Income/expenditure report (from most recent Board Meeting)

Current balance of reserve account: \$ \_\_\_\_\_

5. Determine status of the assessments for the lot.

Monthly Amount:

Paid Through:

6. Prepare coupon book for packet.

Remove pages of past months

Write lot number on front cover

7. Verify Contact Information on OSHA Disclosure Cover Sheet. Change as needed.

8. Obtain Inspection Report from ACC chair.

9. Complete, via pen and ink, the following sections of the Association Disclosure Statement:

First Page Current Owners Name, address of the property and lot number

Section D. Amount of monthly assessments

Section D. Date Assessments are paid through

Section F. Amount of Reserve Account

Section J. Circle one term and draw a single line through the other, as appropriate to indicate if any architectural issues are associated with the lot (refer to ACC inspection report). Example: ~~are~~/are not

Last Page: Date and Sign

10. Copy the completed Association Disclosure Statement (2 pages)

*Continued on reverse*

11. Assemble Disclosure Packet:

Association Receipt Acknowledgement Form  
Association Cover Page (1 page)  
CIC Disclosure Package Notice (1 double sided page)  
Association Disclosure Statement, annotated per step 9 (2 pages or 1 double sided)  
Association Budget Summary (1 page)  
Association Income and Expense report (1 page)  
ACC Inspection Report  
CIC Certification Form (1 page)  
Trash Collection/Recycling Information Sheet (1 page)  
Association Bylaw Amendments (1 double sided page)  
Association approved minutes of the Board for past 6 months  
Association latest Reserve Study  
Association Owners Manual (orange spiral booklet)  
Association Coupon Book

12. Complete top section of Association Receipt of Disclosure Packet form

13. Notify requestor that packet is ready (within 12 days of request)

Date Notified:

Via (e-mail/phone/etc):

14. Member or their agent signs acknowledgement form (retained by association)

15. Forward the following to the Secretary for filing:

- Association Disclosure Statement (copied in step 10)
- Associations acknowledgement form signed by member or their agent.

## EXHIBIT C

### ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION

#### Disclosure Packet Cover Sheet.

Welcome and congratulations on the purchase of your new home.

Orange Hunt Square Homeowners Association is a self-managed, covenanted community of 130 townhomes nestled within the Orange Hunt Estates community. As you settle in to your new home we hope that you will find time to assist in the affairs of the Association.

If you have questions about any of the information contained within this packet, please contact us at one of the following:

By mail: P.O. Box 2118  
Springfield VA 22152

By e-mail: [President@orangehuntsquarehomeowners.com](mailto:President@orangehuntsquarehomeowners.com)  
[Architectural@orangehuntsquarehomeowners.com](mailto:Architectural@orangehuntsquarehomeowners.com)

By telephone: Name, Bookkeeper 703-xxx-xxxx  
Name, President 703-xxx-xxxx

In an effort to keep our members informed, the Association publishes a quarterly newsletter, the Tallyho, and maintains a web site at <http://orangehuntsquarehomeowners.com>

Each townhome is assigned two unmarked parking spaces. Most of the stripped parking is assigned to a townhome and limited additional parking is available around the islands and streets of the Association. Please observe our no parking areas, identified by yellow paint on the curb.

Currently, trash collection is on Mondays and Thursdays. If a scheduled collection day is a Holiday, there will be no trash collection until the next scheduled collection day. Recycling is collected on Mondays. Trash should not be placed on the curb until after 6 p.m. the night before. It would be appreciated if you could use a container or dark colored trash bag as various animals tend to investigate refuse left in a white or light colored trash bags.

Our annual general membership meeting is usually held in October. Regularly scheduled meetings of the Board of Directors and the Architectural Committee are open to any member of the Association. Please check the Associations web site for dates and times.

As a covenanted community, there are certain rules and guidelines you are agreeing to abide by when you purchase your home. You can find these rules and guidelines within the Associations Owners Manual, included in this package. Additionally, all Association governing documents, guidelines and resolutions are also available on our website.

As a reminder, if you are planning on making any changes to the outside of your home, you must first request and receive approval for the change from our Architectural Committee. A design change request form, used for requesting this approval, is located in your owners' manual and is also available on our website.

The Board of Directors

## EXHIBIT D

### Orange Hunt Square Homeowners' Association

## Receipt of Disclosure Packet Form

Resale Disclosure Packet for:

Name (current owner): \_\_\_\_\_

Property Address: \_\_\_\_\_, Springfield, VA 22153 Lot #: \_\_\_\_\_

This Packet Includes:

Association Disclosure Packet Cover Sheet  
Common Interest Community Board Disclosure Packet Notice  
Association Disclosure Statement  
Association Budget Summary  
Associations' Treasurer Report of Income and Expenses  
Associations Architectural Committees inspection of property report  
Common Interest Community Development Board Certification  
Trash Collection/Recycling Information Sheet  
Association Bylaw Amendments  
Associations approved minutes of the Board of Directors Meetings for the past six months  
Association Latest Reserve Study  
Association Owners Manual which includes:  
    The Articles of Incorporation  
    The Declaration of Covenants, Conditions and Restrictions  
    The Bylaws  
    Architectural Guidelines  
Association Assessment Coupon Book

By signing below, I am acknowledging receipt of the complete resale disclosure packet for the owner, address and lot number indicated. I am also acknowledging that I am responsible for delivery of this packet, in a timely manner, to the prospective purchaser.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Contact Number: \_\_\_\_\_



**EXHIBIT E**

**RESALE DISCLOSURE STATEMENT**

**UPDATE**

Orange Hunt Square Homeowners' Association  
P.O. Box 2118  
Springfield, VA 22152

Owner's Name: \_\_\_\_\_

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

Springfield, VA 22153

RE: Lot # \_\_\_\_\_

Date of Initial Disclosure Package: \_\_\_\_\_

Pursuant to Section 55, Code of Virginia, as amended, we hereby certify that as of the date hereof:

A. The Association is incorporated in the Commonwealth of Virginia with the following name and address:

Orange Hunt Square Homeowners' Association  
P.O. Box 2118  
Springfield, VA 22152

B. The name and address of the Associations registered agent is:

Rees Broome, PC  
8133 Leesburg Pike, Ninth Floor  
Vienna, VA 22182

C. The Board is expected to address patching, milling/resurfacing and sealing of the community streets within the next several years.

D. The status of assessments with respect to the townhome unit identified above is as follows:

Assessments are paid through \_\_\_\_\_.

Assessments are due on the first of the month and must be paid not later than the last day of the same month to avoid interest and administrative fees.

The current monthly assessment is: \$\_\_\_\_\_.

F. As of the date of this disclosure, there is a book balance in the reserve for replacement fund (reserve accounts) of approximately \$\_\_\_\_\_. All, or a substantial portion, of the Association's reserve fund will be needed for street improvements.

G. Attached to this disclosure is a copy of the most current statement of financial condition of the Homeowners' Association.

H. There are no unsatisfied judgments against the Orange Hunt Square Homeowners Association.

I. The Orange Hunt Square Homeowners Association holds liability insurance policies required by the bylaws and the Commonwealth of Virginia. It is suggested that each townhome owner obtain insurance covering property damage and personal property liability insurance covering his/her personal unit (it is not covered by Association Insurance).

J. The Board of Directors **are / are not** aware of any improvements or alterations made to the above townhome that violates the Association Bylaws, Covenants or Architectural Guidelines. See attached inspection report by the Architectural Committee.

K. The Association previously issued an initial disclosure statement which included the following items that are not included with this update:

- A Statement concerning Association guidelines with respect to the right of a lot owner to place a sign on the owner's lot advertising the lot for sale
- Statement concerning Association guidelines on the right of a lot owner to display any flag on the owner's lot
- Association Owners Manual which contains:
  - The Articles of Incorporation
  - The Declaration of Covenants Conditions and Restrictions
  - The Bylaws
  - Policy Resolution 6, Design Review Procedures and Guidelines
  - Policy Resolution 7, Parking Policies
  - Policy Resolution 8, Pet Policies
- Amendments to the Bylaws
- Approved meeting minutes for the previous six (6) months
- Associations latest Reserve Study
- Initial Inspection report of the lot by the Architectural Committee
- Association Financial Statement
- Copy of Common Interest Community Certification
- Cover Sheet developed by the Common Interest Community Board
- Trash Collection/Recycling Information Sheet

L. The following are included as part of this package:

- Updated Inspection Report of the lot by the Architectural Committee
- Copies of any approved meeting minutes since the initial statement.

**Questions regarding this disclosure packet update are to be directed to the Association.**

The information contained in this disclosure packet update, issued pursuant to Section 55 of the Virginia Code, as amended, is based upon the best knowledge and beliefs of the Orange Hunt Square Homeowners' Association.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Name, Bookkeeper  
Orange Hunt Square Homeowners' Association  
Phone: 703-xxx-xxxx

**EXHIBIT F**

**Orange Hunt Square Homeowners' Association  
Procedures for issuing a  
Disclosure Package UPDATE**

Note: Association must complete packet and notify requestor within 12 days

1. Homeowner, or their agent, requests packet and is advised of any costs involved with the update and that only printed versions of the update are available.

Name:

Lot #:

Address:

Phone Number:

2. Notify Architectural Chair that an inspection is due within one week (7 days).

Chair Notified:

3. Obtain Board Minutes from the receipt of previous disclosure statement to present from web site.

4. Obtain from the Treasurer:

Copy of current Budget Summary (from most recent Annual Membership Meeting)

Copy of current Income/expenditure report (from most recent Board Meeting)

Current balance of reserve account: \$ \_\_\_\_\_

5. Determine status of the assessments for the lot.

Monthly Amount:

Paid Through:

7. Verify Contact Information on OHSHA Disclosure Update Cover Sheet.

Change as needed.

8. Obtain Inspection Report from ACC chair.

9. Complete, via pen and ink, the following sections of the Association Disclosure Statement:

First Page Current Owners Name, address of the property and lot number  
and date of initial disclosure package.

Section D. Amount of monthly assessments

Section D. Date Assessments are paid through

Section F. Amount of Reserve Account

Section J. Circle one term and draw a single line through the other, as appropriate  
to indicate if any architectural issues are associated with the lot (refer to  
ACC inspection report). Example: ~~are~~/are not

Last Page: Date and Sign

10. Copy the completed Association Disclosure Update Statement (2 pages)

11. Assemble Disclosure Packet Update:
  - Association Receipt Acknowledgement Form
  - Association Cover Page (1 page)
  - Association Disclosure Statement Update, annotated per step 9 (2 pages or 1 double sided)
  - Association Budget Summary (1 page)
  - Association Income and Expense report (1 page)
  - ACC Inspection Report
  - Association approved minutes of the Board from the initial statement to present
12. Complete top section of Association Receipt of Disclosure Packet form
13. Notify requestor that packet is ready (within 12 days of request)
  - Date Notified:
  - Via (e-mail/phone/etc):
14. Member or their agent signs acknowledgement form (retained by association)
15. Forward the following to the Secretary for filing:
  - Association Disclosure Statement (copied in step 10)
  - Associations acknowledgement form signed by member or their agent.

## EXHIBIT G

### ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION

#### Disclosure Packet Update or Financial Update Cover Sheet.

Welcome and congratulations on the future purchase of your new home.

This update to the Disclosure package already created is being made at your request. The Board hopes that it answers the questions you have. However if there are additional questions or concerns please contact us at one of the following:

By mail: P.O. Box 2118  
Springfield VA 22152

By e-mail: President@orangehuntsquarehomeowners.com  
Architectural@orangehuntsquarehomeowners.com

By telephone: Name, Bookkeeper 703-xxx-xxxx  
Name, President 703-xxx-xxxx

In an effort to keep our members informed, the Association publishes a quarterly newsletter, the Tallyho, and maintains a web site at <http://orangehuntsquarehomeowners.com>

When someone purchases a property within a covenanted community, there are certain rules and guidelines you are agreeing to abide by when you purchase your home. These rules and guidelines were included in the initial disclosure package. Additional information may be available on our Associations website: <http://orangehuntsquarehomeowners.com>

As a reminder, if you are planning on making any changes to the outside of your home, you must first request and receive prior approval for the change from our Architectural Committee. A design change request form, used for requesting this approval, is located in your owners' manual and is also available on our website.

The Board of Directors

**EXHIBIT H**

**Orange Hunt Square Homeowners' Association  
Receipt of Disclosure Package or Financial Update**

Resale Update for:

Name (current owner): \_\_\_\_\_

Property Address: \_\_\_\_\_, Springfield, VA 22153 Lot #: \_\_\_\_\_

Type of Update: \_\_\_\_\_

Date of Initial Disclosure Package delivery: \_\_\_\_\_

By signing below, I am acknowledging receipt of the disclosure packet update or the financial update for the owner, address and lot number indicated. I am also acknowledging that I am responsible for delivery of this packet, in a timely manner, to the prospective purchaser.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Contact Number: \_\_\_\_\_

**EXHIBIT I**

**TOWNHOME RESALE DISCLOSURE STATEMENT**

**FINANCIAL UPDATE**

Orange Hunt Square Homeowners' Association  
P.O. Box 2118  
Springfield, VA 22152

Owner's Name: \_\_\_\_\_

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

Springfield, VA 22153

RE: Lot # \_\_\_\_\_

Date of Initial Disclosure Package: \_\_\_\_\_

Pursuant to Section 55, Code of Virginia, as amended, we hereby certify that as of the date hereof:

A. The Association is incorporated in the Commonwealth of Virginia with the following name and address:

Orange Hunt Square Homeowners' Association  
P.O. Box 2118  
Springfield, VA 22152

B. The Board is expected to address patching, milling/resurfacing and sealing of the community streets within the next several years.

C. The status of assessments with respect to the townhome unit identified above is as follows:

Assessments are paid through \_\_\_\_\_.

Assessments are due on the first of the month and must be paid not later than the last day of the same month to avoid interest and administrative fees.

The current monthly assessment is: \$\_\_\_\_\_.

D. As of the date of this update, there is a book balance in the reserve for replacement fund (reserve accounts) of approximately \$\_\_\_\_\_. All, or a substantial portion, of the Association's reserve fund will be needed for street improvements.

E. Attached to this disclosure is a copy of the most current statement of financial condition of the Homeowners' Association.

F. There are no unsatisfied judgments against the Orange Hunt Square Homeowners Association.

G. The Orange Hunt Square Homeowners Association holds liability insurance policies required by the bylaws and the Commonwealth of Virginia. It is suggested that each townhome owner obtain insurance covering property damage and personal property liability insurance covering his/her personal unit (it is not covered by Association Insurance).

H. The Association previously issued an initial disclosure statement which included the following items that are not included with this update:

- A Statement concerning Association guidelines with respect to the right of a lot owner to place a sign on the owner's lot advertising the lot for sale
- Statement concerning Association guidelines on the right of a lot owner to display any flag on the owner's lot
- Association Owners Manual which contains:
  - The Articles of Incorporation
  - The Declaration of Covenants Conditions and Restrictions
  - The Bylaws
  - Policy Resolution 6, Design Review Procedures and Guidelines
  - Policy Resolution 7, Parking Policies
  - Policy Resolution 8, Pet Policies
- Amendments to the Bylaws
- Approved meeting minutes for the previous six (6) months
- Associations latest Reserve Study
- Inspection report of the lot by the Architectural Committee
- Association Financial Statement
- Copy of Common Interest Community Certification
- Cover Sheet developed by the Common Interest Community Board
- Trash Collection/Recycling Information Sheet

**Questions regarding this disclosure packet financial update are to be directed to the Association.**

The information contained in this disclosure packet update, issued pursuant to Section 55 of the Virginia Code, as amended, is based upon the best knowledge and beliefs of the Orange Hunt Square Homeowners' Association.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Name, Bookkeeper  
Orange Hunt Square Homeowners' Association  
Phone: 703-xxx-xxxx



**EXHIBIT J**

**Orange Hunt Square Homeowners' Association  
Procedures for issuing a  
Financial Update**

1. Homeowner, or their agent, requests packet and is advised of any costs involved with the update and that only printed versions of the update are available.

Name:

Lot #:

Address:

Phone Number:

2. Obtain from the Treasurer:

Copy of current Budget Summary (from most recent Annual Membership Meeting)

Copy of current Income/expenditure report (from most recent Board Meeting)

Current balance of reserve account: \$\_\_\_\_\_

3. Determine status of the assessments for the lot.

Monthly Amount:

Paid Through:

4. Complete, via pen and ink, the following sections of the Association Financial Update:

First Page Current Owners Name, address of the property and lot number and date of initial disclosure package.

Section C. Date Assessments are paid through

Section C. Amount of monthly assessments

Section D. The balance of the Lots account

Section F. Amount of Reserve Account

Last Page: Date and Sign

5. Assemble Disclosure Packet Update:

Association Receipt Acknowledgement Form

Association Cover Page (1 page)

Association Disclosure Statement Update, annotated per step 9 (2 pages or 1 double sided)

Association Budget Summary (1 page)

Association Income and Expense report (1 page)

6. Complete top section of Association Receipt of Disclosure/Financial Update form

7. Notify requestor that packet is ready (within 12 days of request)

Date Notified:

Via (e-mail/phone/etc):

8. Member or their agent signs acknowledgement form (retained by association)

9. Forward the following to the Secretary for filing:

- Association Disclosure Statement (copied in step 10)
- Associations acknowledgement form signed by member or their agent.

**EXHIBIT K**

Orange Hunt Square Homeowners Association, Inc.  
P.O. Box 2118  
Springfield, VA 22152

**Escrow Instructions for Settlement Agents**

Settlement Agents Name  
Address  
City, State, Zip code

Date

RE: Escrow Instructions for \_\_\_\_\_ (Lot \_\_\_\_)  
address

With a settlement date of   mm/dd/yyyy  , the following monies should be collected at settlement to bring the lots account balance to zero:

\$ \_\_\_\_\_

If the settlement date is delayed, an **additional** amount of \_\_\_\_\_ will be due on the 1<sup>st</sup> of the month, the scheduled monthly payment toward the annual assessment.

Any money collected for assessments should be sent via check or money order along with a copy of the HUD 1 statement to:

Orange Hunt Square Homeowners Association  
P.O. Box 2118  
Springfield, VA 22152

If you have any Questions, please feel free to contact me at 703-xxx-xxxx

Name, bookkeeper  
Orange Hunt Square Homeowners Association  
E-mail: bookkeeper@orangehuntssquarehomeowners.com

**EXHIBIT L Orange Hunt Square Homeowners Association  
Planned Unit Development (PUD) Statement**

This is our standard PUD questionnaire statement and is provided free of charge by the Association. It should provide information typically required by mortgage companies. Should you require additional written information, we will be happy to provide it on your form for a \$25 administrative fee.

Specific financial information for buyers is contained in our disclosure package.

Property Name: **Orange Hunt Square Homeowners Association**  
**P.O Box 2118**  
**Springfield, VA 22152**  
**Property located in Springfield, VA 22153**

1. Type of Property: **PUD**
2. Is the control of the Owner's Association turned over to the unit purchasers? **YES**  
Date of transfer: [month yyyy]
3. Is there more than one association for the project? (Such as what is called Master or Umbrella Association) **NO**.
4. Total number of units in the project: **130**
5. Total number of units sold and closed: **130**
6. Sold but not closed: **0**
7. Total number of units within project occupied as:  
Owner Occupied (mm/yyyy) ###  
Investment/rental: ## are known to be rented
8. Rental Restrictions: **None – Rentals are between owner and tenant, not the HOA**
9. Does the Association provide any rental assistance or hotel type amenities – **No**
10. Does any one person own more than one unit? **Yes (2 units owned by one entity)**
11. Is ownership in the project fee-simple? **YES - (not leasehold)**
12. Do the projects recorded legal documents allow the project to be expanded by additional phases or units not yet constructed? **NO**
13. Are the units, common areas and facilities completed? **YES**
14. What amenities are included in the common areas?  
**Playgrounds (2), Roads/Parking Areas, Sidewalks, Street Lighting**

**The Association does not own or operate any non-incidentual business operations.**

15. Do the unit owners have sole interest in & rights to use of all recreational facilities, common areas & limited common elements? **YES**
16. Is the project a conversion of a building? **NO**
17. Are the units attached or detached? **Attached**
18. Is the Project made up of modular or manufactured homes? **NO**
19. Who is the contact for insurance information? **Travelers Insurance, 800-328-2189**

**The Orange Hunt Square Homeowners Association holds liability insurance policies required by the Bylaws and the Commonwealth of Virginia. It is suggested that each townhome owner obtain insurance covering property damage and personal property liability insurance covering his/her personal unit (it is not covered by Association Insurance).**

20. Any special assessments? **No and none planned.**
21. Is the project professionally managed? **NO**
22. What percentage of the total square footage of the project is used for non-residential or commercial purposes? **0%**
23. Any litigation against the Association? **NO**

I hereby certify that to the best of my knowledge and belief, the information above is true and correct.

**Name, President**  
**Orange Hunt Square Homeowners Association**  
**E-mail: [president@orangehuntingsquarehomeowners.com](mailto:president@orangehuntingsquarehomeowners.com)**

**Last updated mm/dd/yyyy**

**EXHIBIT M**

**LIST OF FEES FOR DOCUMENTS/SERVICES  
PROVIDED BY  
THE ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION**

The Board of Directors, on dd/mm/yyyy and in accordance with administrative resolution three, has adopted the following fees for certain documents or copies of documents:

Preparing and Issuing a Disclosure Package . . . . .	\$ 100.00
Preparing and Issuing a Disclosure Package Update . . . . . (one that requires a re-inspection by the Architectural Committee)	\$ 50.00
Preparing and Issuing a Disclosure Package Financial Update . . . . .	\$ 10.00
Preparing and Issuing Escrow Instructions . . . . .	No Charge
Providing a copy of the Planned Unit Development Statement . . . . .	No Charge
Completing any forms required by a lender . . . . .	\$ 25.00
Providing an additional printed copy of the Owners Manual . . . . . (Note: an electronic version is available on the web site)	\$ 50.00
Providing copies of documents . . . . . (Note: most documents are available to members on the web site)	\$ 0.10 per page

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION**

**ADMINISTRATIVE RESOLUTION NO. 4**

**STORM WATER MANAGEMENT COMMITTEE**

Relating to Responsibilities, Authority and Procedures

WHEREAS, Article III of the Articles of Incorporation of Orange Hunt Square Homeowners Association, Inc., in part, specifies that the purposes of the Association is “to provide for maintenance and preservation of the Lots and Common Areas”: and

WHEREAS, Article VI of the Articles of Incorporation, and Article IV, Section 1 of the Bylaws of Orange Hunt Square Homeowners Association, Inc. specify that the affairs of the Association shall be managed by a Board of Directors; and

WHEREAS, Article IX of the Bylaws of Orange Hunt Square Homeowners Association, Inc. authorizes the President to appoint committees as deemed appropriate in carrying out the purpose of the Association; and

WHEREAS, the President deemed it appropriate to create a Storm Water Management Committee; and

WHEREAS, the Board determines that there is a need to define various terms associated with storm water management, specify the responsibilities, authority and procedures for committees.

NOW, THEREFORE, BE IT RESOLVED THAT: a Storm Water Management Committee was established and initial members appointed at a meeting of Board of Directors properly noticed and held on November 6, 2014.

NOW, THEREFORE, BE IT RESOLVED THAT: the Board of Directors duly adopts the following Responsibilities, Authority and Procedures relative to that committee:

**ARTICLE 1  
DEFINITIONS**

Section 1.1     **Association** shall mean and refer to the Orange Hunt Square Homeowners Association, Inc.

Section 1.2     **Committee** shall mean and refer to the Stormwater Management Committee

Section 1.3 **Stormwater Management** is the process of controlling the runoff from precipitation (i.e., rain or snow) that primarily flows off of impervious surfaces like parking lots, driveways, sidewalks, and roof tops.

Section 1.4 **VPOAA** shall mean and refer to Title 55, Chapter 26 of the Code of Virginia, as amended, commonly referred to as the Virginia Property Owners Association Act.

## **ARTICLE II PURPOSE**

Section 2.1 The purpose of the Stormwater Management Committee (SMC), is to evaluate existing stormwater management practices, identify where and how stormwater can be better managed, identify damage caused by under-management and advise the Board on the priority and options to repair damage caused by, and improve management of, stormwater within Orange Hunt Square.

## **ARTICLE III MEMBERSHIP**

Section 3.1 The committee shall consist of a minimum of three (3) members or residents of the Association and a maximum of five (5) members or residents of the Association who shall be appointed by the Board. Members of the Board and of other Committees may also serve as members of the SMC. Members of the Committee serve at the pleasure of the Board.

Section 3.2 The initial members of the Committee are Steve Sergio, Barbara Mahony and Joe Kimball.

## **ARTICLE IV RESPONSIBILITIES**

Section 4.1 **Identify Stormwater Management Areas** - The Committee shall be responsible for identifying existing stormwater management areas, and those areas that require stormwater management, within the Association.

Section 4.2 **Identify Damage Caused by Stormwater** - The Committee is responsible for identifying damage to common areas caused by stormwater within the Association.

Section 4.3     **Recommend Solutions** – The Committee shall identify solutions to the Board of Directors to repair damage caused by storm water. The Committee shall also recommend improvements to stormwater management for all common areas, while considering the latest technological solutions and the cost of implementation and maintenance

Section 4.4     **Implementation of Solutions** - The Board of Directors shall be responsible for deciding, based on available resources, which option to actually implement, when to implement said option to better manage stormwater or repair damage caused by stormwater and the awarding of contracts for said implementation.

Section 4.4     **Supervision of Solution Implementation** - The Committee and the Board of Directors shall work together to oversee the implementation of upgrades to stormwater management or repair to damage caused by stormwater management.

## **ARTICLE V STRUCTURE of the COMMITTEE**

Section 5.1     **Committee Chair** - In January of each year, the SMC shall elect a chair from amongst the members of the committee who will be the liaison with the Board. Members of the SMC who also serve on the Board of Directors are not eligible to serve as the SMC Chair.

Section 5.2     **Committee Secretary** - The Committee shall also elect a Secretary from amongst it's members to keep the minutes and records of the Committee.

Section 5.3     **Meetings, Notice and Frequency** - Regular meetings of the Committee shall be held as frequently as determined by the Committee but not less than quarterly. Meetings of the Committee, in accordance with the VPOAA, shall be open to the membership and announced in advance through the Board of Directors.

Section 5.4     **Committee Minutes** – Approved Minutes of SMC meetings shall be forwarded to the Website Administrator, if one exists, and the Secretary of the Board of Directors.



**ARTICLE VI  
FUNDING and EXPENSES**

- Section 6.1    **Authority** – The Committee does not have the authority incur any expense to the Association without prior approval by the Board of Directors.
- Section 6.2    **Administrative Expenses** – Committee administrative expenses will be considered as administrative expenses of the Association unless otherwise determined by the Board.
- Section 6.3    **Other Expenses** – Expenses, other than administrative expenses, approved by the Board and incurred by the Committee will be considered as expenses to the Stormwater Management line item in the Reserves unless otherwise determined by the Board.

ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.

RESOLUTIONS ACTION RECORD

Resolution Type: **Administrative**

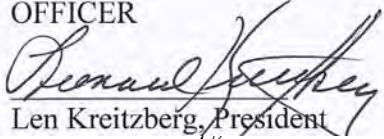
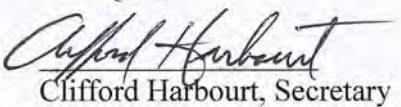
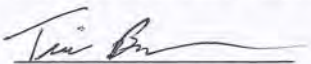
Resolution Number: **4**

Pertaining to: **STORM WATER MANAGEMENT COMMITTEE**

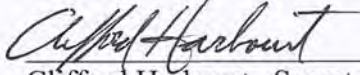
Duly adopted at a meeting of the Board of Directors of the Orange Hunt Square Homeowners Association, held on April 9, 2015:

Motion by: **Tim Brannon**

Seconded by: **Len Kreitzberg**

OFFICER	VOTE			
	Yea	Nay	Abstain	Absent
 Len Kreitzberg, President	<u>X</u>	—	—	—
<u>ABSENT</u> Dan Bean, Vice President	—	—	—	<u>X</u>
 Clifford Harbourt, Secretary	<u>X</u>	—	—	—
 Tim Brannon, Treasurer	<u>X</u>	—	—	—
<u>VACANT</u> , Director	—	—	—	—

ATTEST:

  
Clifford Harbourt, Secretary

4-9-15  
Date

File:  
Book of Resolutions  
Minutes of Meeting

Resolution Effective: **May 1, 2015**

**ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION NUMBER 5**

**CONTINGENCY LINE ITEM WITHIN RESERVES**

WHEREAS: Article VII, Section 1, of the Bylaws specifies that the Board have all of the powers necessary for the administration of the affairs of the Association; and

WHEREAS: the Board is concerned of providing proper maintenance to the asphalt surfaces of Orange Hunt Square, when addressing the removal of snow and controlling ice when weather creates conditions that exceed the annual amount budgeted for snow removal and ice control; and

WHEREAS, the Board desires to affirm and formalize the creation of the contingency line item within the Reserve funds; and

WHEREAS, the Board also desires to affirm and formalize decisions made by past boards concerning transferring additional funds into the contingency line item of the Reserves.

NOW, BE IT RESOLVED THAT, the Board of Directors hereby affirms and establishes the following regarding the contingency line item within the Reserves:

**Article 1**

**Creation and Purpose of the Reserve Contingency Line Item**

**Section 1 Creation** - As outlined in the 2010 reserve study, a line item identified as Contingencies shall be created within the Reserves.

**Section 2 Purpose** – As outlined within the 2010 and 2015 reserve studies, the contingency line item in the Reserves shall be utilized for the following purposes:

- a) Supplement funds within all Reserve line items that have expenses exceed cost estimates utilized within reserve studies.
- b) Supplement funds that provide proper maintenance of the asphalt surfaces regarding snow removal and ice control when the weather creates conditions that exceed the annual amount budgeted for this purpose.
- c) Supplement the repayment of inter-line item loans that occur within the Reserves.

## **Article II**

### **Funding**

**Section 1 Balance** – The balance goal of the contingency line item is \$25,000. Once this goal is obtained, funding outlined in sections 2 and 4 below should only be utilized when the balance drops below \$25,000.

**Section 2 Annual Contribution** – An annual amount, agreed upon by the Board, is to be deposited into the Reserves and allocated to the contingency line item. This amount may be adjusted from time to time during the annual review of the Associations Reserve Study.

**Section 3 Interest Earned** – Interest earned on Reserve funds shall be allocated to the contingency line item of the Reserves. This allocation shall continue even when the balance amount identified in section 1 is reached.

**Section 4 Additional funds** – The Treasurer is hereby directed to transfer end of year funds, realized when actual expenses within the operating funds are less than the budget anticipated, into the Reserves and allocate them to the contingency line item. This transfer may be less than the full amount of available end of year funds if the balance of the contingency line item is at or would exceed the amount specified within section 1. When the amount of end of year funds transferred is less than the full amount available, the remaining funds will be utilized to offset the annual assessment in the following years' budget.

## **Article III**

### **Authorization Requirements**

**Section 1 Authorization to use funds to supplement Reserve expenses** – Any use of the contingency funds to supplement Reserve line items that have expenses exceed available allocation of funds require prior approval of the Board of Directors.

**Section 2 Authorization to use funds to supplement snow removal and ice control** – The treasurer may utilize contingency line item funds to supplement the maintenance of asphalt surfaces with regard to snow removal and ice control without board approval when expenses exceed the budgeted amount for this purpose.

**Section 3 Authorization to supplement the repayment of inter-line item loans** – Any use of the contingency funds to supplement the repayment of inter-line item loans within the Reserves require prior approval of the Board of Directors.

## **Article IV**

### **Miscellaneous**

**Section 1** **Amendments** – The Board of Directors may amend this resolution, in whole or in part, under the procedures set forth in Policy Resolution 3

ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.

RESOLUTIONS ACTION RECORD

Resolution Type: **Administrative**

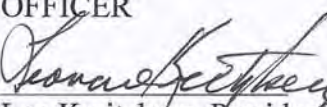
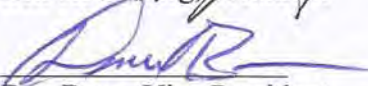
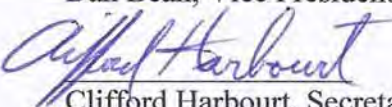
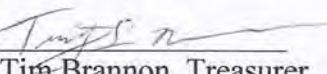
Resolution Number: **5**

**Pertaining to: CONTINGENCY LINE ITEM WITHIN RESERVES**

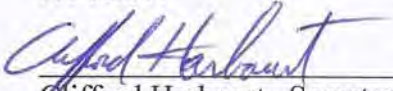
Duly adopted at a meeting of the Board of Directors of the Orange Hunt Square Homeowners Association, held on June 17, 2016:

Motion by: **Tim Brannon**

Seconded by: **Dan Bean**

OFFICER	VOTE			
	Yea	Nay	Abstain	Absent
 Len Kreitzberg, President	<u>X</u>	—	—	—
 Dan Bean, Vice President	<u>X</u>	—	—	—
 Clifford Harbourt, Secretary	<u>X</u>	—	—	—
 Tim Brannon, Treasurer	<u>X</u>	—	—	—
<u>VACANT</u> , Director	—	—	—	—

ATTEST:

  
Clifford Harbourt, Secretary

8-16-16  
Date

File:  
Book of Resolutions  
Minutes of Meeting

Resolution Effective: **Immediately**



***ORANGE HUNT SQUARE  
HOMEOWNERS ASSOCIATION, INC.***

**FORMS**

**Alleged Violation of VA Laws Complaint Form  
Design Change Request (2 copies)**

**<http://orangehuntsquarehomeowners.com>**





Orange Hunt Square Homeowners Association  
PO Box 2118 Springfield VA 22152  
<http://orangehuntsquarehomeowners.com>

**ORANGE HUNT SQUARE HOA COMPLAINT FORM**  
**For Alleged Violations of VA Laws and Regulations**

Pursuant to Chapter 29 of Title 55 of the Code of Virginia, the Board of Directors (BOD) of the Orange Hunt Square Homeowners Association (Association) has established this complaint form for use by persons who wish to file written complaints with the Association regarding the action, inaction or decision of the BOD or Association which they believe are inconsistent with applicable Virginia laws and regulations.

Legibly describe the complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Please include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, please attach a separate sheet of paper to this form. Also, attach any supporting documents, correspondence and other materials related to the complaint.

Sign, date and print your name and address below and submit this completed form along with any supporting documentation to the Association at the address listed above.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_

Lot Number: \_\_\_\_\_ Lot Street Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

If, after the BOD's consideration and review of the complaint, the BOD issues a final decision adverse to the complaint, you have the right to file a Notice of Final Adverse Decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 4000  
Richmond, VA 23233  
Phone: 804-367-2941  
Email: [CICombudsman@dpor.virginia.gov](mailto:CICombudsman@dpor.virginia.gov)

**Approved at the 11/04/2013 Orange Hunt Square HOA BOD meeting.**

ACC only: date received:

Approved/Disapproved:

Date of decision:

**DESIGN REVIEW APPLICATION  
ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Lot Number: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Proposed Start Date: \_\_\_\_\_ Proposed Completion Date: \_\_\_\_\_

Owners Signature: \_\_\_\_\_

***By signing and submitting this application for review, you are certifying that you have read, understood and will abide by the "Important Information for Design Reviews" found on the last page of this application.***

**Note: Approval from the ACC is in addition to any approval or permits required by the County.**

Describe proposed change to include the rationale for the change, type and color of materials to be used, location on the property and any other pertinent information required to evaluate the proposed change. Include samples when possible.

Proposed Changes:

**Please mail to: Orange Hunt Square Homeowners Association, Attn: Architectural Committee  
PO Box 2118, Springfield, VA 22152**

## REQUIRED SIGNATURES OF ADJACENT LOT OWNERS

A homeowner submitting a Design Review Application is required to provide notice of the application to all lot owners whose lots immediately abut the applicants' lot **or** for whom the proposed improvement will be visible from the adjacent lots.

Adjacent lot owners acknowledge that:

- You have been informed that plans, identified above, will be submitted to the Architectural Control Committee for the following:
- You have the right to make known, in writing, any comments or concerns to the ACC.
- You have the right to comment in person at the next ACC meeting
- Your signature is not an approval or disapproval of the project but an acknowledgement that plans are being submitted and your right to offer comments to the ACC about the plan.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Lot Number/Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Lot Number/Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Lot Number/Address: \_\_\_\_\_

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Lot Number/Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Lot Number/Address: \_\_\_\_\_

## IMPORTATION INFORMATION FOR DESIGN REVIEWS

**I) Required Exhibits and Supporting Documentation:** The supporting exhibits or documentation listed below must accompany this review application as applicable. An Application submitted without all required submissions will be considered incomplete and be disapproved. The ACC has 30 days from the date OHSHA receives your application in which to review and respond.

- **Paint or Stain Colors** — a sample and manufacturer and model number of the color(s) to be used must be provided, both for repainting or restaining existing improvements and for structural additions.
- **Finish Materials** — a description and/or sample of all finish materials to be used for the exterior surface of proposed improvements.
- **Site Plan** — A site plan, drawn to scale, showing the location and dimensions of the proposed improvement, including orientation with respect to the property lines, unit, and adjacent dwelling units must be provided for decks, patios, walls, storage sheds, fences, major landscape changes and structural additions.
- **Architectural Drawings and Landscape** — Detailed architectural drawings or plans must be provided for decks, storage sheds, and structural additions to the home and any major landscape improvements which would change the topography of the lot or landscape plan originally provided by builder
- **Photographs** — the inclusion of photographs is appropriate and encouraged for exterior lighting fixtures, decorative objects and similar cosmetic additions to the unit or lot
- **Other Exhibits** — other exhibits may be required in order to permit adequate evaluation of the proposed change. Homeowners are advised to seek guidance from the Committee or the OHSHA web site at [www.orangehuntssquarehomeowners.com](http://www.orangehuntssquarehomeowners.com)

### II) The homeowners acknowledge that he/she is aware and understands the following:

- Nothing contained herein shall be construed to represent that alteration to lots or buildings, in accordance with these plans, shall not violate any of the provisions of local building and Zoning Codes to which the above property is subject. Further, nothing contained herein shall be construed as a waiver or modification of any said restrictions.
- Where required, building permits shall be obtained prior to the start of any construction. Nothing contained herein shall be construed as a waiver of said requirement.
- Owner understands and agrees that no work on this request will commence until written approval has been obtained from the Architectural Committee.
- Owner further understands and agrees that any exterior alterations undertaken before written approval is obtained is not permitted and that the Owner may be required to restore the property to its former condition at Owner's own expense if such alterations are made and subsequently disapproved in whole or part.
- Owner understands that any legal expense associated therewith may be the responsibility of Owner.
- Owner agrees to give the Architectural Control Committee and/or the Managing Agent, express permission to enter on the Owner's property at a reasonable time to inspect the proposed project, the project in progress and the complete project.
- Owner understands that any approval is contingent upon the completion of alterations in a workmanlike manner and in accordance with the approved plan and specifications for said alterations
- Owner acknowledges that he/she is familiar with the design review requirements and procedures for the Orange Hunt Square Homeowners Association.
- Owner understands that the authority to perform an alteration granted by this application will automatically expire if work is not commenced within 180 days following approval and completed with 360 days, or other time frame authorized by the Architectural Control Committee.
- The homeowner has the right to be present at the meeting of the ACC when the design change will be reviewed by the Architectural Committee and that it is the homeowner's responsibility to contact the Committee Chair to identify when this meeting will take place.



ACC only: date received:

Approved/Disapproved:

Date of decision:

**DESIGN REVIEW APPLICATION  
ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Lot Number: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

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Lot Number/Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Lot Number/Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Lot Number/Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Lot Number/Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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- The homeowner has the right to be present at the meeting of the ACC when the design change will be reviewed by the Architectural Committee and that it is the homeowner's responsibility to contact the Committee Chair to identify when this meeting will take place.





## **NOTES**





**Don't forget to  
Visit Our Website**

**<http://orangehuntingsquarehomeowners.com>**