

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

OF

DAWSON LANDING

THIS DECLARATION, made on the date hereinafter set forth by DAWSON LANDING, L.C., hereinafter collectively referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Prince William, State of Virginia, which is more particularly described on the legal description attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, Declarant hereby declares that all of the Property described on Exhibit "A" hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property described on Exhibit "A" hereto, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Dawson Landing Homeowners Association, Inc., a non-stock, non-profit corporation, its successors and assigns.

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

Section 3. "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean any real property (including any improvements thereon) owned or to be owned by the Association for the common use and enjoyment of the Owners including streets and roadways not dedicated to the County of Prince William or State of Virginia.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to Dawson Landing, L.C., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservation, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

Section 7. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage," as used herein, shall include deeds of trust. "First Mortgage," as used herein, shall mean a mortgage with priority over other mortgages. As used in this Declaration, the term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the term "holder" or "mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

Section 8. "Participating Builder" shall mean a person designated in writing by the Declarant as such.

ARTICLE II

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to, every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

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

(c) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and any facilities thereon;

(d) The right of the Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Area for display and exhibit purposes, which right Declarant hereby reserves, provided, however, that such use shall not be for a period of more than ten (10) years after the conveyance of the Common Area to the Association, or the sale of all the residential Lots within the Properties, whichever is the earlier; provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of the Common Area or any facilities thereon;

(e) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility which may be situated on the Common Area.

(f) The right of the Association to regulate parking on the Common Area through the granting of easements or promulgation of rules and regulations.

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

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

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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 (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; or

(ii) December 31, 2000.

Notwithstanding the foregoing, in the event of annexation of any additional properties, Class B membership shall be reviewed with respect to all Lots owned by the Declarant on the annexed property, which Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

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

(ii) Four (4) years from the date of recordation of the Deed of Dedication or Supplemental Declaration for such annexed property.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area and easement areas.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Five Hundred Forty Dollars (\$540.00) for Class A members, other than Participating Builders. The Class B member and Participating Builder shall pay 25% of the Class A member assessment and the Class B member covenants and agrees to fund any budget operating deficits until the Class B member (Declarant) has conveyed 75% of said Lots to Owners, (other than Declarant and Participating Builder). Notwithstanding the foregoing, Declarant and Participating Builder shall pay full assessments on all Lots owned by Declarant and Participating Builder upon which a dwelling unit has been completed and is occupied.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by the Board of Directors, without a vote of the Class A membership, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year plus the amount by which any ad valorem real estate taxes and insurance premium payable by the Association have increased over amounts payable for the same or similar items for the previous year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by vote of at least two-thirds (2/3) of each class of members who are voting, in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may from time to time fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the

preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as otherwise provided in Section 3 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected in advance on a monthly or quarterly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of any portion of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer for the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association with the status of assessments on the Lots shall be binding on the Association on the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be assessed a late fee and shall bear interest from the due date at a rate of ten percent (10%) interest per annum or such greater amount as may be determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot (and all improvements thereon). 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.

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 deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all properties dedicated to and accepted by a local public authority;

(b) the Common Area; and

(c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia, provided that no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Reserves for Replacements. The Association may establish and maintain a reserve fund for replacements of the Common Area by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association and may be deposited in any banking institution, the accounts of which are insured by any State or by an agency of the United States of America or may, In the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the Common Area may be expended only for the purpose of effecting the replacement of the Common Area, major repairs to or replacement of any equipment, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Area. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider being necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 12. Initial Working Fund. The Board of Directors shall levy an "initial" assessment against the Owner of a Lot other than a Participating Builder who is a Class "A" member at the time of conveyance. Such initial assessment shall be in an amount equal to two (2) months of the initial Annual Assessment, and shall be used for commencing the business of the Association or any other purpose established by the Board of Directors.

ARTICLE V

Architectural Control

Section 1. Building Restrictions. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alternation therein be made (including change in color) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board ("Review Board").

Section 2. Composition of Review Board. The Review Board shall be comprised of three (3) or more members appointed by the Board of Directors. Members shall serve staggered three (3) year terms as determined by the Board of Directors. Members of the Review Board may be removed by the Board of Directors with or without cause. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

Section 3. Officers. At the first meeting of the Review Board following each Annual Meeting of Members, the Review Board shall elect from among themselves a Chairman, a Vice Chairman and a Secretary who shall perform the usual duties of their respective offices.

Section 4. Duties of Review Board. The Review Board shall regulate the external design, appearance and locations of the Property and improvements thereon in such a manner so as to preserve and enhance values and to maintain harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Review Board shall:

(a) Review and approve, modify or disapprove, within forty-five (45) days, all written applications of Owners for improvements or additions to Lots or for modifications and changes to the improvements to the Lots. All applications not acted upon within forty-five (45) days shall be deemed approved;

(b) Periodically inspect the Property for compliance with architectural standards and approved plans for alteration;

(c) Adopt architectural standards subject to the confirmation of the Board of Directors;

(d) Adopt procedures for the exercise of its duties; and

(e) Maintain complete and accurate records of all actions taken.

Section 5. Appeal. Any aggrieved party may appeal to the Board of Directors.

Section 6. Declarant Exempt. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Article V shall not be applicable to the Declarant or any part of the Property owned by the Declarant, or to any Lot owned by a Participating Builder provided that the Declarant shall have first approved the plans of the Participating Builder in writing.

ARTICLE VI

Use Restrictions

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 1. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling. Nothing contained in this Article VI or elsewhere in this Declaration shall be construed to prohibit the Declarant or Participating Builder from the use of any Lot or dwelling, or improvement thereon, for promotional or display purposes, or as "model homes," a sales office, or the like.

Section 2. Except as may be permitted by Section 1 of this Article VI, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, except Declarant and Participating Builder may use the Property for model home sites and display and sales offices during the construction and sales period.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the Property or any Lot, except the permanent entrance sign and one (1) sign for each building site, of not more than eighteen inches (18") by twenty-four inches (24"), advertising the Property for sale or rent, except signs used by Declarant or Participating Builder to advertise the Property during the construction and sales period.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way unreasonably interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently. Except for Declarant's or Participating Builder's construction or sales purposes, no trailer, or similar equipment shall be permitted to remain upon the Property.

Section 6. No commercial, industrial or recreational vehicle (including boats) shall be parked on the Property without the written consent of the Board of Directors. No motorized vehicle may be used or maintained on the yards or sidewalks of any Lot or Common Area and no unlicensed vehicles are allowed on the Property. The Board of Directors shall have the right to tow any improperly parked vehicle or any vehicle, the keeping or parking of which in the Common Area violates this Declaration upon forty-eight (48) hours' notice.

Section 7. The Board of Directors shall have the right to tow any junk vehicle or other vehicle on which current registration plates are not displayed, which is within any Lot or on any part of the Common Area upon forty-eight (48) hours' notice. The repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out on any of the Lots or Common Areas.

Section 8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lot subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. Pets must be leashed while on the Property and all pet waste collected and disposed by the Owner.

Section 9. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining Lots and streets by a fence or appropriate screen approved by the Review Board. Nothing herein shall be deemed to apply to the storage on the Property by Declarant or Participating Builder of building materials during, and for use in, the construction of the improvements on the Property.

Section 10. No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot. Normal radio and television installations wholly within building are excepted.

Section 11. All Owners and occupants shall abide by the By-laws and any rules and regulations adopted by the Association. Rules and regulations shall be adopted and enforced pursuant to the Virginia Property Owners' Association Act. Any Owner, his tenants, guests or other invitee who violates the restrictions of this Declaration or the rules and regulations adopted by the Board of Directors shall be assessed a charge pursuant to Section SS-513 of the Virginia Property Owners' Association Act.

Section 12. Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration, and the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such leases shall be in writing and shall be for a term of not less than six (6) months.

Section 13. None of the foregoing restrictions shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property; or

(b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas and its facilities; or

(c) Any Participating Builder designated by the Declarant, its officers, employees, agents or assigns in their development, marketing and sale of Lots or other parcels within the Property.

Section 14. During reasonable hours the Declarant, any member of the Review Board, or member of the Board of Directors, or any other representative of any of them, shall have the right to enter upon and inspect any Lot for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

ARTICLE VII

Exterior Maintenance

Each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the improvements situated thereon, as provided in the Bylaws and approved by vote of the Board of Directors, the Association shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a lien upon such Lots and such lien may be enforced in the same manner as an annual assessment levied in accordance with Section 8, Article IV hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish any such lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Article VII shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby); recorded prior to the recordation of such amendment unless the holder thereof shall join in the execution of such amendment.

ARTICLE VIII

Management

Section 1. Management Agent. The Board of Directors may (but shall not be required to) employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Management Agent shall perform such duties and services as the Board of Directors shall authorize in writing.

Section 2. Duration of Management Agreement. In the event any management agent is employed, any management agreement entered into by the Association shall provide that such agreement may be terminated with or without cause by either party on thirty (30) days' written notice thereof to the other party. The term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

Section 3. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas or its facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or its facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or its facilities, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

General Provisions

Section 1. Enforcement. The Association, or any Owner, or any mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association. Failure by the Association or by any Owner or by any mortgagee of any Lot to enforce any covenant or restrictions herein contained or any provision of the Bylaws or Articles of Incorporation of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the Bylaws or Articles of Incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages.

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. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of the Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years each.

Section 4. Amendment. Subject to the other limitations set forth in this Declaration, this Declaration may be amended during the first twenty (20) years after it is recorded only by an instrument executed and acknowledged by not less than ninety percent (90%) of the Owners. After the first twenty (20) years this Declaration may be amended by an instrument executed and acknowledged by not less than seventy-five percent (75%) of the Owners. The amendment instrument shall be recorded among the Land Records for the jurisdiction in which this Declaration is recorded. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording; provided, however, that no amendment shall be effective unless it is executed by at least one Class A member, should there be any Class A members.

Section 5. Annexation. Additional lots or property described in Exhibit B attached hereto may be annexed to the Property within five (5) years of the date this Declaration is recorded without the consent of the Class A members of the Association, if any.

Any annexations made pursuant to this Section, or otherwise, shall be made by recording a Supplementary Declaration among the land records of Prince William County, which Supplementary Declaration shall extend the scheme of this Declaration to such annexed property or by the recordation of a deed of dedication or deed of subdivision for such additional property or any portion thereof which shall by its terms subject such additional property to the operation of the provisions of this Declaration. Such annexations need not be made by the Declarant; provided, however, that any such annexation accomplished by persons other than the Declarant shall have the consent of the Declarant. On the first day of the month following recordation of the above described Supplementary Declaration, deed of dedication or subdivision, all lots described in the Supplemental Declaration, deed of dedication or subdivision shall be assessed a pro rata share of the annual assessments and any special assessments then due.

Except as otherwise provided herein, annexations to the Property shall require the consent of two-thirds (2/3) of the Class A members.

Section 6. FHA-VA Approvals. Provided that there are then Class B memberships of the Association outstanding, and should any Lot be encumbered by a deed of trust guaranteed by the Veterans Administration or Federal Housing Administration, then neither the members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent or approval of the Federal Housing Administration or the Veterans Administration.

(a) make any annexation or additions other than as provided for pursuant to Section 5 of Article IX of this Declaration; or

(b) abandon, partition, dedicate, subtitle, encumber, sell or transfer any of the Common Areas or its facilities directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and its facilities by the members of the Association shall not be considered a transfer within the meaning of this Section 6; or

(c) abandon or terminate this Declaration; or

(d) modify or amend any provisions of this Declaration, the Bylaws, or the Articles of Incorporation of the Association; or

(e) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association in any other entity.

Section 7. Consents by Lenders. Any other provision of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the Owners, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of not less than two-thirds (2/3) in number of the holders of the first mortgages of record on the Lots:

(a) abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or its facilities directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and its facilities by the members of the Association shall not be considered a transfer within the meaning of this Section 7; or

(b) abandon or terminate this Declaration; or

(c) modify or amend any substantive provision of this Declaration, or of the Bylaws or of the Articles of Incorporation of the Association; or

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in the Declaration; or

(f) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearances of buildings or structures on the Lots, the exterior maintenance of buildings or structures on the Lots, or the maintenance of the Common Area; or

(g) fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

(h) use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such Common Area.

Section 8. Additional Rights of Mortgagees -Notice. The Association shall promptly notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of the first mortgage on any Lot with respect to which any default in any other provision of this Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any Lot and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding. If the Association employs a management agent and then subsequently undertakes "self-management," it shall promptly give written notice of such occurrence to all of the holders of first mortgages of record on the Lots.

Any first mortgagees of any Lot may pay any taxes, utility charges or other charges levied against Common Area which are in default and which may or have become a charge or lien against Common Area and any such first mortgagees may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the Common Area. Any first mortgagee who advances any such payment shall be due immediately reimbursement of the amount so advanced from the Association.

Section 9. Casualty Losses. In the event of substantial damage or destruction to the Common Area, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the Lots. No provision of the Declaration or the Articles of Incorporation or these Bylaws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of the Common Area.

Section 10. Condemnation or Eminent Domain. In the event any part of the Common Area is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notices of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of the Common Area.

Section 11. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

ARTICLE X

Easements Etc.

Section 1. General Easement. The Declarant and Association reserve the right and easement to the use of all Common Area, and any Lot or any portion thereof, as may be needed for repair, maintenance or construction on such Lot or any Lot or on any Common Area.

Section 2. Crossover Easement. If the Owner (including the Declarant) of any Lot must, in order to make responsible repairs or improvements to a building on his Lot, enter or cross any Common Area, or a Lot of another Owner, such Owner shall have an easement to do so, providing that said Owner shall use the most direct, feasible route in entering and crossing over such an area and shall restore the surface so entered or crossed to its original condition, at the expense of said Owner, and further provided that such easement shall not exist on the land of any other Lot Owner if the purpose for the entrance or crossing is one requiring, by virtue of Article V of this Declaration, approval of either the Board of Directors or the Architectural Committee of the Association, unless such approval has been given.

Section 3. Blanket Easement. An easement is hereby retained in favor of Declarant and the Association over the Lots and any Common Area for installation of landscaping, construction of a common cable television system, a common sprinkler, entrance sign or features, or any other item for the common enjoyment and/or benefit of the owners. An easement is further granted for the purpose of the repair and maintenance of any item so constructed. Any entry upon any Lot or any Common

Area to effectuate the foregoing purposes shall not be deemed trespass. Each Owner covenants not to damage or destroy any portion of an item so constructed and shall hold the Association and/or Declarant harmless from the cost of repairing or replacing any portion damaged or destroyed by such owner, his family, his guests or invitee.

Section 4. Easement and Right of Entry of Law Enforcement Officials, Etc. An easement and right of entry through and upon the Property is hereby granted to law enforcement officers, rescue squad personnel, firefighting and other emergency personnel of the jurisdiction in which the Property is located, and to vehicles operated by said personnel while in the pursuit of their duties. Said emergency personnel shall also have the right of enforcement of cleared emergency vehicle access on roadways and driveways on the Property.

Section 5. Utility Easements. Easements over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, roof drains connected directly to storm sewer, drainage and sanitary sewer lines and facilities and the like are hereby reserved by Declarant, together with the right to grant and transfer the same. Declarant also reserves the right to enter onto the Common Area for the purpose of completing the improvements thereon, and on the Lots, and for the further purpose of carrying out repairs of any defects in workmanship or materials in the Property or the improvements thereon.

The rights and duties with respect to sanitary sewer and water, cable television, electricity, gas and telephone lines and facilities in favor of the Association shall be governed by the following:

(a) Whenever water, sanitary sewer, roof drains connected directly to storm sewer, electricity; gas, cable television or telephone connections, lines, cables or any portion thereof, are or have been installed within the Property, the Owner of any Lot, or the Association shall have the right, and are hereby granted an easement to the extent necessary thereof, to enter upon or have a utility company enter upon any portion of the Property in which said installation may lie, to repair, replace and generally maintain said installations.

(b) The right granted in Subparagraph (a), above, shall be only to the extent necessary to entitle the Owner or Association serviced by said installation to its full and reasonable use and enjoyment and provided further that any one exercising said right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(c) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

Section 6. Drainage Easement. Each Owner covenants to provide such easements for drainage and water flow as the contours of the Property and the arrangement of buildings by Declarant thereon requires. Declarant reserves an easement over all Lots and Common Area for the purpose of correcting any drainage deficiency.

Section 7. Encroachment Easement. Each Lot within the Property is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, sidewalks, draining of rain water from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 8. Storm Water Management Pond. If storm water management ponds exist on the Property, the Association will maintain such storm water management ponds.

ARTICLE XI

Dissolution of Association

The Owners of Lots shall not dissolve or disband the Association, nor shall the Association dispose of any Common Area by sale, or otherwise, except to an organization conceived and organized to own and maintain the Common Area, without first offering to dedicate the same to the jurisdiction in which the Property is located, or such other appropriate governmental agency.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein; has executed this instrument on the 14th day of September, 1994.

Dawson Landing, L.C.

By: Vernon D. Dawson, Manager

STATE OF VIRGINIA.

COUNTY OF , to wit:

The foregoing instrument was acknowledged before me this 14th day of September, 1994, by Vernon D. Dawson as Manager and authorized agent of Dawson Landing, L.C.

Notary Public

My commission expires: 7 - 31 - 95

dawsonla.cov

ARTICLES OF INCORPORATION

OF

DAWSON LANDING HOMEOWNERS ASSOCIATION. INC.

In compliance with the requirements of Chapter 10 of Title 13.1 of the 1950 Code of Virginia, as amended, the undersigned, who is at least twenty-one (21) years of age, has this day, by execution of these Articles of Incorporation, voluntarily declared himself to be an incorporator for the purpose of forming a non-stock, non-profit corporation pursuant to the general laws of Virginia, and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the Corporation is Dawson Landing Homeowners Association, Inc., hereinafter called the "Association."

ARTICLE II

REGISTERED OFFICE

The initial registered office of the Association is located in the County of Prince William, Virginia at 208 Commerce Street, Occoquan, Va. 22125, in the County of Prince William, Virginia.

ARTICLE III

REGISTERED AGENT

Vernon D. Dawson, who is a resident of Virginia, a member of the Board of Directors and whose business address is 208 Commerce Street, Occoquan, Va. 22125, in the County of Prince William, Virginia, (being the same address at the registered office) is hereby appointed the initial registered agent of this Association. .

ARTICLE IV

POWERS AND PURPOSES

This Association does not contemplate pecuniary gain or profit, direct or indirect, to the members thereof, and the specific purposes for which it is formed are to provide for or assure maintenance, preservation and architectural control of the Lots and Common Area within the Property known or to be known as Dawson Landing, in the County of Prince William, Virginia ("The Property"), including such additions thereto as may be hereafter

brought within the jurisdiction of the Association. For this purpose, the Association shall have the power and authority to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the Property and recorded or to be recorded among the Land Records of the County of Prince William, 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 and made a part hereof;

(b) Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including all office expenses, licenses, taxes or governmental charges levied or imposed against the property of the Association and all other expenses incident to the conduct of the business 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 assent of more than two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by all members entitled to vote. No such dedication or transfer shall be effective unless two-thirds (2/3) of each class of the then voting members agree to such dedication, sale or transfer at any special meeting of the members duly called for such purpose;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of more than two-thirds (2/3) of each class of members, unless the Declaration or Bylaws provides otherwise;

(g) Have and exercise any and all powers, rights and privileges which a non-stock, non-profit corporation organized under the laws of the State of Virginia by law may now or hereafter have or exercise.

ARTICLE V

NO CAPITAL STOCK

This Association is not authorized to issue any capital stock and shall not be operated for profit. The Association does not anticipate distributing dividends, gains or profits to its members. No member shall have any personal liability for the debts or obligations of the Association.

ARTICLE VI

MEMBERSHIP

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

Class A: Class A members shall be all Owners with the exception of the Declarant (with respect to any Lot for which the Declarant holds a Class B membership,) and Class A members shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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 (1) vote be cast by a Class A member with respect to any Lot.

Class B: The Class B member(s) shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership upon the happening of any of the following events, whichever occurs earliest:

- (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) December 31, 2000.

The members of the Association shall have no preemptive rights, as such members, to acquire any memberships of this Association that may at any time be issued by the Association except as may be specifically provided in these Articles of Incorporation or the Bylaws of the Association.

ARTICLE VII

VOTING RIGHTS

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot forming a part of the Property including contract sellers, shall be a member of the Association; provided that any such person or entity who or which holds such interest

merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board initially consisting of three (3) Directors whose names and addresses are hereinafter listed. Commencing with the first annual meeting of the Association, the Board shall consist of not less than three (3) nor more than seven (7) Directors. The numbers of Directors shall be determined by a vote of the members at the first annual meeting of members and the number of Directors may be changed by a vote of the members at any subsequent annual or special meeting of the members; provided, however, that (a) the limitations of this Article VIII shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director. The Directors need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to initially act in the capacity of Directors until the selection of their successors are:

Vernon D. Dawson
208 Commerce Street
Occoquan, Va. 22125

Hazel W. Dawson
208 Commerce Street
Occoquan, Va. 22125

Robert W. Dawson
208 Commerce Street
Occoquan, Va. 22125

ARTICLE IX

DISSOLUTION

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

The Association may be dissolved at an Annual or Special Meeting by the vote of more than two-thirds (2/3) 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 not less than twenty-five (25) nor more than fifty (50) days prior to a meeting called for such purpose. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance by such a public agency, such assets shall be granted, conveyed and assigned to any non-profit association, trust or other organization to be devoted to such similar purposes in accordance with the wishes of more than two-thirds (2/3) of Members of each Class of Members.

ARTICLE X

AMENDMENTS

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

IN WITNESS WHEREOF, for the purpose of forming this Corporation, under the laws of the State of Virginia, the undersigned, incorporator of this Association, has executed these Articles of Incorporation this 15th day of February, 1995.

Incorporator

HOA\dawsonla.inc

BYLAWS
OF
DAWSON LANDING HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name and Principal Office of Corporation

The name of the corporation is Dawson Landing Homeowners Association, Inc., a Virginia non-stock corporation, hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 208 Commerce Street, Occoquan, Virginia, 22125, but meetings of members and directors may be held at such places within the State of Virginia as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to Dawson Landing Homeowners Association, Inc., a non-stock, non-profit Virginia corporation, its successors and assigns.

Section 2. "Property" 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 (including any improvements thereon) owned by the Association for the common use and enjoyment of the Owners including the streets and roadways not dedicated to the County of Prince William or State of Virginia.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property 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 a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6: "Declarant" shall mean and refer to Dawson Landing, L.C., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant are specifically assigned or transferred to such successors or assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded among the Land Records for the County of Prince William, Virginia, including amendments and supplements thereto.

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

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

ARTICLE III

Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within twelve (12) months from the date of the filing of the Articles of Incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held the same hour on the first day following which is not a legal holiday.

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

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days (but not more than sixty (60) days) before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of the 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 each class of 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 be represented.

Section 5. Voting. At every meeting of the Members, each Class A Member shall have the right to cast one (1) vote for each Class A membership which he owns on each question. Each of the Class B Members shall have the right to cast three (3) votes for each Class B membership which he owns on each question. The vote of the Members representing fifty-one percent (51%) of the total of the votes of all of the memberships at the meeting, in person or by proxy, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of law or of the Articles of Incorporation, or of the Declaration or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of the co-owners present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the votes for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 6. 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. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy.

Section 7. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the Members should be addressed. The Secretary of the Association shall maintain

a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article III for notice to the Members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

ARTICLE IV

Board of Directors Selection: Term of Office

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) natural persons who shall be designated by the Declarant and who shall hold office until the election of their successors at the first annual meeting of the Members of the Association.

Commencing with the first annual meeting of the Association, the Board of Directors shall consist of an uneven number of not less than three (3) nor more than seven (7) Members who shall be elected by the Members of the Association. The number of Directors shall be determined by a vote of the Members at the first annual meeting of Members and the number of Directors may be changed by a vote of the Members at any subsequent annual or special meeting of the Members; provided, however, that (a) the limitations of this Section 1 shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Director.

Members of the Board of Directors need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting, the Members shall elect one (1) Director for a term of three (3) years, one (1) Director for a term of two (2) years, and the remaining Director(s) for a term of one (1) year; and at each annual meeting thereafter, the Members shall elect a Director to each vacancy for a term of three (3) years.

Section 3. Removal. After the first annual meeting of the Members, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Prior to the first annual meeting of the Members, any Director may be removed from the Board, with or without cause, by the Declarant. 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 meeting which they could take at a meeting by obtaining the written approval of all the Directors and such approval is filed with the minutes of the proceedings of the Board of Directors. Any action so approved shall have the same effect as through 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, commencing with the first annual meeting of Members, shall be made from the floor at the annual meeting.

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

ARTICLE VI

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the date named for such meeting.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice of each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any two (2) of the Directors.

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.

Section 4. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner and subject to the same requirements and limitations, as are otherwise provided in this Article VI for notice to the Members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any meeting and may, upon his request made to the Chairman in advance of the meeting, address the Members of the Board of Directors present at any such meeting. Such representative shall be entitled to copies of the minutes of all the meetings of the Board of Directors upon request made in writing to the Secretary.

Section 5. Fidelity Bonds. The Board of Directors may require that all officers, Directors and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty. The premiums on such bonds or insurance shall be paid by the Association.

ARTICLE VII

Powers and Duties of the Board of Directors

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

(a) adopt and publish rules and regulations governing the use of the Common Area, and 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 Common Areas of a Member during any period in which such Member will be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

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

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

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

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

(b) supervise all officers, agents and employees of this 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; and

(3) 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 cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board 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;

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

(g) cause the Common Area to be maintained;

(h) otherwise perform or cause to be performed the functions and obligations of the Board and the Association as provided for in the Declaration and Articles of Incorporation and these Bylaws.

Section 3. Management Agent.

(a) The Board of Directors may but shall not be required to employ for the Association a management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. Any management agreement entered into by the Association shall provide inter alia, that such agreement may be terminated with or without cause by either party upon thirty (30) day's written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

(b) If a management agent is employed, the Association cannot then undertake self-management without the prior written consent of the Veterans Administration, Federal Housing Administration, FNMA or FHLMC should any of those agencies insure or guarantee a mortgage on any lot and provided that their regulations prohibit such self-management.

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 and a Treasurer, and such other officers as the Board may from time to time by resolution create, all of which officers are to be elected by the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members; provided that the initial Board of Directors shall elect the first group of officers at its first organizational meeting.

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

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

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

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

Section 7. Multiple Offices. No person shall simultaneously hold more than one (1) of any of the offices except in the case of special offices created pursuant to Section 4 of this Article VIII.

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

President

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

Vice President

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

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Association upon the Members and any others who are entitled to such notice; keep a roster of all Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall 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

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by, or imposed upon, an officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or Director of the Association, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Association or former officer or Director of the Association may be entitled.

ARTICLE X

Committees

The Association may appoint an Architectural Review Board, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

Insurance

Section 1. Insurance. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably available, at least the following:

(a) A comprehensive policy of public liability insurance with a "Severability of Interest Endorsement" or its equivalent in such amounts and in such forms as may be considered appropriate by the Board of Directors (but not less than One Million and No/100 Dollars (\$1,000,000.00) covering all claims for bodily injuries and/or property damage arising out of a single occurrence) including, but not limited to, legal liability, hired automobile liability, non-owned automobile liability, liability for property of others and, such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including any and all other liability incident to the ownership and

use of the Common Areas and facilities or any portion thereof; and

(b) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(c) A "Legal Expense Indemnity Endorsement," or its equivalent, affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his or her services as such; and

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by these Bylaws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written or reinsured with a company or companies licensed to do business in the State where the project is located and holding a rating of "A + AA" or better in the current edition of Best's Insurance Guide.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article XI be brought into contribution with insurance purchased by the owners of the Lots or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article XI shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all insured named thereon, including any mortgagee of any Lot who requests such notice in writing.

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the Members of the Association and their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

ARTICLE XII

Casualty Damage -- Reconstruction or Repair

Section 1. Use of Insurance Proceeds. In event of damage or destruction to the Common Area by fire or other casualty, the same shall be promptly repaired, replaced or reconstructed in substantial conformity with the original plans and specifications for the Common Area with the proceeds of insurance available for that purpose, if any. The Association shall not use the proceeds of casualty insurance received as a result of damage or destruction of the Common Area for purposes other than the repair, replacement or reconstruction of the Common Area without the prior written consent and approval of the holders of all first mortgages of record on the Lots.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction of the Common Area caused by fire or other casualty not insured against, then and in either of those events, upon resolution of the Board of Directors, the repair, replacement and reconstruction of the damage shall be accomplished promptly by the Association at its common expense.

ARTICLE XIII

Books and Records - Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin at the date of recordation of the Declaration among the Land Records for Prince William County, Virginia. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 2. Registered Office - Change of Same. The registered office of the Association shall be set forth in Article II of the Articles of Incorporation of the Association. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the registered office of the Association from time to time.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Secretary/Treasurer or in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Area, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditure or reserves of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Association may be audited by an independent Public Accountant whose report shall be prepared in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the Members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the Members and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Lot and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV

Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be assessed a late fee and bear interest from the date of delinquency at the rate of interest of ten percent (10%) per annum or such greater amount as may be determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against his Lot, and interest, costs, and reasonable attorneys' 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 XV

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: Dawson Landing Homeowners Association, Inc., a Virginia corporation.

ARTICLE XVI

Amendments

Section 1. These Bylaws may be amended, at regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that FHA or VA shall have the right to veto amendments while there is Class B membership but only if any Lot is encumbered by a deed of trust guaranteed by FHA or VA.

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

ARTICLE XVII

FHA-VA Approvals -- Rights of Lenders

Section 1. FHA-VA Approvals. Provided that any Lot subject to the Declaration is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration, and, provided further, that there are then Class B memberships of the Association outstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following action without the prior written consent or approval of the Federal Housing Administration and the Veterans Administration, as the circumstances may require:

(a) make any annexation or additions other than as provided for pursuant to Article X of the Declaration; or

(b) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Area directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area by the Members of the Association shall not be considered a transfer within the meaning of this Section 1; or

(c) abandon or terminate the Declaration; or

(d) modify or amend any provision of the Declaration, these Bylaws or the Articles of Incorporation of the Association; or

(e) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association in any other entity.

Section 2. Consents by Lenders. Any other provision of the Declaration, these Bylaws or the Articles of Incorporation to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of two thirds (2/3) in number of the holders of the first mortgages of record on the Lots:

(a) abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Area directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area by the Members of the Association shall not be considered a transfer within the meaning of this Section; or

(b) abandon or terminate the Declaration; or

(c) modify or amend any substantive provision of the Declaration, or of these Bylaws or of the Articles of Incorporation of the Association; or

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or

(e) substantially modify the method of determining and collecting assessments against an Owner or his Lot as provided in the Declaration; or

(f) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearances of buildings or structures on the Lots or the exterior maintenance of the Common Area; or

(g) fail to maintain fire and extended coverage on insurable Association Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

(h) use hazard insurance proceeds for losses to the Common Area for other than the repair, replacement or reconstruction of such Common Area.

Section 3. Additional Rights of Mortgagees - Notice. The holder of the first mortgage on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of the first mortgage on any Lot with respect to which any default in any other provision of the Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first mortgage on any Lot and the Protection extended in the Declaration to the holder of any such mortgage shall

not be altered, modified or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration except after ten (10) days' written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding. If the Association employs a management agent and then subsequently undertakes "self-management," it shall promptly give written notice of such occurrence to all of the holders of first mortgages of record on the Lots.

Any first mortgagee of any Lot may pay any taxes, utility charges or other charge levied against the Common Area which are in default and which may or have become a charge or lien against any of the Common Area and any such first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the Common Area. Any first mortgagee who advances any such payment shall be due immediately reimbursement of the amount so advanced from the Association.

Section 4. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas or facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the Lots. No provision of the Declaration or the Articles of Incorporation or these Bylaws of the Association shall entitle any Member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Area.

Section 5. Condemnation or Eminent Domain. In the event any part of the Common Area is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of the Declaration or the Articles of Incorporation or these Bylaws of the Association shall entitle any Member to any priority over the holder of any first mortgage of record on his Lot with respect to the distribution to such Member of the proceeds of any condemnation or settlement relating to a taking of any the Common Area.

ARTICLE XVIII

Interpretation -- Miscellaneous

Section 1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall Control; and in the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these Bylaws and the Articles of Incorporation of the Association, the provisions of the

Articles of Incorporation shall control.

Section 2. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in these Bylaws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws or to aid in the construction thereof.

Section 6. Gender. Etc. Whenever in the Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, we being all of the Directors of Dawson Landing Homeowners Association, Inc., have hereunto set our hands this 14th day of September, 1994.

WITNESS:

Vernon D. Dawson, Director

Hazel W. Dawson, Director

Robert W. Dawson, Director

AMENDMENT TO THE BYLAWS
OF THE DAWSON LANDING HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT TO THE BYLAWS OF THE DAWSON LANDING HOMEOWNERS ASSOCIATION, INC. ("Amendment") is made effective as of the 9th day of November 1999.

WITNESSETH:

WHEREAS, the duly called and properly noticed regular annual meeting of the Members of the Dawson Landing Homeowners Association, Inc. ("Association"), was held on the 9th day of November 1999, at which a quorum of the members was present; and

WHEREAS, a motion was made from the floor of the meeting to amend Article III, Section 1 of the Bylaws of the Association to call for biannual meetings of the Members of the Association; and

WHEREAS, a second of such motion was made and the motion came to a vote of the Members of the Association; and

WHEREAS, such motion passed by a majority vote, without objection, it is hereby

RESOLVED that the Bylaws of the Association are hereby amended as follows:

Article III, Section 1 of the Bylaws is hereby repealed in its entirety and replaced with the following:

Section 1. Regular Biannual Meetings. Beginning May 2000, the Members shall hold a regular meeting twice each year, once during the month of May and once during the month of Nov. The President and Secretary of the Association shall set the exact time, date, and place of such meetings and shall notify the Members of the time, date, and place of such meeting, all in accordance with the provisions of these Bylaws and the applicable provisions of the laws of the Commonwealth of Virginia. Notwithstanding anything in these Bylaws to the contrary, the Members shall hold elections for any vacant, expired, or otherwise open seat on the Board of Directors at the November meeting of the Members.

IT IS HEREBY FURTHER RESOLVED that, except as specifically set forth above, the Bylaws shall remain in full force and effect, as if unmodified.

(Signatures and Attestations Appear on the Following Page)

The foregoing Amendment to the Bylaws of the Dawson Landing Homeowners Association, Inc. was adopted on the 9th day of November 1999 by the Members as set forth above by:

 X voice vote in which a majority voted in favor, or
 show of hands, with voting for, voting against, and abstaining, or
 ballot, with voting for, voting against, and abstaining.

President

ATTEST:

Secretary

Dawson Landing Homeowners Association, Inc.
Architectural Review Board's
Criteria and Standards
May 11, 2021
Supersedes August 1, 2020

1 INTRODUCTION

The purpose of this document is to provide the procedures and rules the Architectural Review Board uses to maintain and enhance Dawson Landing's appeal with a consistent architectural style. These procedures and rules address the criteria and standards to be followed by all homeowners in the maintenance, alteration and improvement of one's property and those specific standards to be considered when requesting prior approval by the Architectural Review Board. This document is not intended to be all-inclusive or exclusive, but rather to serve as a guide.

Please note – With this revision, it is not the intent of the Architectural Review Board, to make non-approved, that which was previously approved by application to home owner's improvements, but to clarify, where identified, concerns of the community's residences or address non-previously addressed criteria and standards for these improvements.

Please remember that compliance with these procedures and rules does not relieve the homeowner from also complying with any applicable federal, state or local laws, ordinances or regulations. In addition, obtaining a license, permit or other approval from a governmental entity does not relieve the homeowner from also complying with these procedures and rules.

Suggestions for change or addition to this document are encouraged. You may send them to either the Architectural Review Board or directly to the Board of Directors by either the web site (www.dawsonlanding.com) or by mailing to: P.O. Box 4401, Woodbridge, VA 22194.

2 OBJECTIVES

The primary objective of this document is to explain the procedures the Architectural Review Board will be using to maintain and enhance Dawson Landing's quality of living and property values. Any of the documents listed below are available from the Secretary of the ARB, the Board of Directors, or from the Association's web site.

The specific objectives of this document are to:

- Increase homeowners' awareness and understanding of the Declaration of Covenants, Conditions and Restrictions of Dawson Landing;
- Describe the organization and procedures of the Architectural Review Board;
- Assist homeowners in preparing applications for exterior alterations, improvements or additions to be submitted to the Architectural Review Board;
- Provide the standards to be used by the Architectural Review Board in reviewing applications as outlined in Article V and in reviewing compliance with the use restrictions and maintenance standards in Articles VI and VII of the Declaration of Covenants, Conditions and Restrictions of Dawson Landing;

- Explain basic design principles that will aid homeowners in developing exterior improvements that are in harmony with their immediate neighborhood and the community as a whole.

Related documents are listed below and can be obtained either by requesting them from the Board of Directors or by going to the web site: www.dawsonlanding.com.

- Declaration of Covenants, Conditions and Restrictions of Dawson Landing
- Bylaws of Dawson Landing Homeowners Association
- Assessment Resolution
- Covenant and Rule Enforcement Resolution
- Request for Change, Modification, or Addition

3 DEFINITIONS AND ACRONYMS

Architectural Review Board (ARB). The committee appointed by the Board of Directors that regulates the external design, appearance, maintenance, and use of homeowners’ Lots and improvements on the Lots to preserve and enhance the general neighborhood environment and property values.

Articles of Incorporation (The Articles). The Articles are filed with the Virginia State Corporation Commission and provide basic information about the formation and structure of the Homeowners Association.

Board of Directors, Dawson Landing Homeowners Association (the Board of Directors/the Board). The Board of Directors refers to the elected governing body of the Association.

Bylaws of Dawson Landing Homeowners Association (The Bylaws). The Bylaws contain provisions governing the operation and management of the Homeowners Association.

Covenant and Rule Enforcement Resolution. This resolution provides the Board of Directors with the authority and procedures for enforcing the covenants and rules of the Association.

Declaration of Covenants, Conditions and Restrictions of Dawson Landing (The Covenants). The Covenants are recorded as public records in the county’s land records and govern the respective rights and obligations of the Association and lot owners, regarding, among other things, the use and enjoyment of the common area and the individual lots.

Homeowners Association (HOA or the Association). The HOA or the Association refers to the Dawson Landing Homeowners Association, Inc., which is a “property owners’ association” as that term is used in the Virginia Property Owners’ Association Act.

Request for Change, Modification, or Addition (Application). The form to be used in requesting prior approval from the ARB for any changes, modifications, or improvements to a homeowner's property.

Virginia Property Owners' Association Act (the Act). The Virginia law regarding the responsibility and authority of homeowners' associations (or property owners' associations) within the Commonwealth of Virginia.

Web site. The Dawson landing web site (www.dawsonlanding.com) has two components. The first is open to the general public and maintains information about Dawson Landing. The second contain specific information for the residents of Dawson Landing and requires an access password to gain access. This component contains the listing of residents, Board Meeting minutes, the Budget, and other information to which only current residents should have general access. An access password may be obtained by contacting webmaster@dawsonlanding.com.

Immediate Neighbors. Those Dawson Landing Homeowners Association residents who are in adjacent/adjoining properties, including those directly across the street (when improvement impacts them).

Affected Neighbors. Those Dawson Landing Homeowners Association residents who may be able to see a change from their Lot and therefore be affected by it.

4 AUTHORITY

The authority for maintaining the quality of design and maintenance in the community is founded in the Declaration of Covenants, Conditions and Restrictions of Dawson Landing, which are a part of the deed to every property in Dawson Landing and available from any Board member or on the web site: www.dawsonlanding.com. The Covenants establish the Dawson Landing Homeowners Association and the Architectural Review Board.

As a homeowner, you have been made aware of and likely received a copy of the Declaration of Covenants, Conditions and Restrictions of Dawson Landing in the homeowners' document package at least by settlement. These Covenants "run with the land," and are binding on all homeowners whether or not they received a copy of them prior to settlement. Thus, each homeowner should fully understand and comply with the Covenants, and the Association's rules and regulations adopted pursuant to the Covenants and the Act. In addition, please remember that homeowners are responsible for making sure that their tenants or other lawful occupants of their Lot are familiar with, and comply with, the Covenants and the Association's rules and regulations.

The Dawson Landing Homeowners Association, through its authorized officers, employees and agents have the right to periodically inspect the Property for compliance with architectural and maintenance standards and approved plans for alteration. Such persons shall not be deemed guilty of trespass by reason of such entry.

5 DISCLOSURE STATEMENT

When requested by a selling homeowner in accordance with Section 55-512 of the Act, a disclosure statement is required to be completed by the Association and issued to the seller of any property within the Association, who in turn must provide it to the buyer of this property prior to closing on the sale of the property. The disclosure statements are completed by the Association's property management company (currently, MJF) in coordination with the Chair of the ARB. The disclosure

statement provides the governing documents of the Association, the current status of the seller's assessment payments, and the status of any violations of the Criteria and Standards which have not been corrected. The disclosure statement helps protect the future buyer by providing full knowledge of the HOA and its governing documents, and specifically any problems with current owners compliance with the Criteria and Standards or delinquent assessments.

6 ARB COMPOSITION

The ARB shall be comprised of three or more members appointed by the Board of Directors. Members shall serve staggered three (3) year terms as determined by the Board of Directors. Members of the ARB may be removed by the Board of Directors with or without cause. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

At the first meeting of the ARB following the Fall Meeting of Members, the ARB shall elect from among themselves a Chairman, a Vice Chairman and a Secretary who shall perform the usual duties of their respective offices.

7 APPLICATION PROCESS

The policy for submitting an application for processing is as follows:

Permanent or temporary improvements, modifications, repairs, changes of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any lot or the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this declaration, may be made only after approval of the Architectural Review Board. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Property without the prior written approval of the Architectural Review Board.

Once an application is approved by the ARB, it must be followed or a modification must be submitted to, and approved by the ARB. This modified application must be submitted to the ARB using the same process as a new application if the original application is being changed. The ARB will do periodic inspections of Lots to ensure that only what was approved is done. Any modifications made to the approved plan without the approval of the Architectural Review Board will be treated as an unapproved request and follow the normal process for handling unapproved requests.

7.1 Where to Get an Application

A copy of the ARB Application for Change, Modification, or Addition, is attached at the end of this document. Copies may also be obtained through any member of the Board of Directors or by downloading it from the Dawson Landing web site:

www.dawsonlanding.com.

7.2 What to Include in an Application

The items listed below will be a part of every complete application. Two copies of the complete application must be submitted if the applicant wishes an approved copy of the request returned to them. Otherwise, the requestor will only receive the disposition letter from the ARB.

- **A completed application form** with the signatures and recommendations of immediate neighbors as defined below:
 - For projects that are visible from the back or side of the house, recommendations must be obtained from immediate neighbors.
 - For projects visible from the front of the house, recommendations must be obtained from immediate neighbors, to include those directly across the street.

Note: It is to the applicant's advantage to discuss the application and have both immediate and affected neighbors provide input on the application. The Architectural Review Board reserves the right to send a copy of the application to any affected neighbor beyond those mentioned above, who has not submitted comments with the application, asking for comments on the application.

- **A site plan (plat)** with all proposed changes indicated including dimensions and distances from adjacent property and houses.
- **A description of the materials and colors** to be used and an indication of the existing colors and materials must be provided. Where materials and/or colors are compatible but different from those of the existing structures, sample of color chips should be submitted for clarity.
- **A graphic description** should be provided. This description may be in the form of manufacturer's literature, photographs, free hand or mechanical drawings. The amount of detail should be consistent with the complexity of the proposal. Relationships of major architectural features such as existing and proposed roof lines, window sizes and alignment, building heights, roof slopes, height, latticework, exterior elevations for proposed structure, and if appropriate, plans or provision for landscaping, latticework, or grading, etc, should be shown as they affect the applicant's house, and as they relate to adjacent properties. In any case, the sketch, diagram, or photograph must be accompanied by a written description.
- **An estimate of the duration of construction time.** This is the time your neighbors may be impacted due to construction materials, noise, visual disruption, etc. Construction Time is to be less than sixty (60) days unless special conditions are described in the application and agreed to by the ARB.

7.3 Where to Submit a Complete Application

Complete applications must be submitted to the Chairperson of the ARB. There are multiple ways to submit an application:

Via email to: DawsonLandingARB@gmail.com

or

Send the application(s) by certified mail, return receipt requested, regular mail* to:

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P.O. Box 4401
Woodbridge, VA 22194

or

Hand-deliver the application(s) to the current ARB Chairperson. (Note that merely dropping off the application on the Chairperson's front porch or elsewhere is not proper submission; the application must be personally handed to the ARB Chairperson). You can find the name and address of the chairperson either by contacting a board member or visiting the association's web site: www.dawsonlanding.com.

***Note: Submitting applications by hand delivery or through regular mail (non-certified mail, return receipt requested) delivery methods authorizes the ARB to communicate to the applicant, at their discretion, through these methods as well.**

7.4 When to Expect a Letter of Disposition

The application will be reviewed for completeness by the ARB. If the application is incomplete, it will be returned to the homeowner for completion within ten (10) days after the next ARB meeting opportunity. The Architectural Review Board has forty-five (45) days after receipt to review a complete application.

The decision of the Architectural Review Board will be sent by certified letter, regular letter, or hand delivered to the applicant's address provided on the application, with a copy also being mailed or delivered to the Board. If application is received by the ARB by certified means, disapproved applications will be sent to the applicant by certified mail with a copy of both the application and the certified mail receipt sent to the Board of Directors. Otherwise, regular mail methods will be used.

In the event the ARB fails to act upon any application within forty-five days after receipt, the application shall be deemed approved as submitted. The Board of Directors, the applicant, and all immediate neighbors will be advised of the approval of any application through this forty-five day default rule.

7.5 Application Review Meetings

Meetings of the ARB are generally held monthly. All ARB meetings are open meetings and will be announced on the web site. Additionally, any applicants, immediate, or affected neighbors may request to be advised when the application will be processed so they may attend the meeting to answer questions or voice an opinion.

7.6 Homeowner Rights

Rights of the applicant:

- The applicant may expect the immediate neighbors to either give a timely recommendation (within 48 hours) or advise the applicant that they will submit their recommendation separately. The applicant should indicate the latter on their application.
- The applicant may request to be informed when the application will be processed by the ARB.

- The applicant may appeal to the Board of Directors an application that is disapproved by the ARB. Rights of the immediate and affected neighbor(s)
- Any immediate neighbor may submit their recommendation to an application separately.
- Any immediate neighbor may request to be informed when the application will be processed by the ARB or the decision of the ARB in the same manner as the applicant.
- Any immediate neighbor may appeal an application approved by the ARB.

8 APPEALING AN ARB DECISION

There are two types of appeals -those made to the ARB in order to suggest an update to the Criteria and Standards, and those made to the Board of Directors based on a decision made by the ARB.

8.1 Appeals to the ARB to Recommend Updates to the Criteria and Standards

An appeal may be filed with the ARB if the applicant, immediate, or affected neighbor feels that the Criteria and Standards do not represent the sensibilities of the community and should be modified. This appeal process will be done by submitting written notice of appeal, either by certified letter or hand delivery to the ARB Chairperson.

Once submitted, the ARB will discuss the issue at its next regular meeting. If, after a vote, the ARB agrees with the applicant, a revised Criteria and Standards will be submitted to the Board of Directors for review and possible approval. The applicant will be kept informed. If the Board of Directors approves the update, the status of the request will be changed from 'denied' to 'approved', providing it now complies with the revised Criteria and Standards, and is complete.

If the appeal is denied by the ARB, the applicant may submit an appeal to the Board of Directors.

8.2 Appeals to the Board of Directors

An appeal to the Board from any Architectural Review Board decision may be made if an applicant or immediate neighbor feels:

- proper procedures were not followed during the review process,
- the Architectural Review Board decision was arbitrary and had no rational basis, or;
- the ARB denied an appeal to modify the Criteria and Standards.

8.3 Appeals Process/ Timeline

All appeals will be in writing. Appeals to the Board of Directors must be sent to the Board, at the P.O. Box noted above, by certified mail within fourteen days of the ARB decision being mailed to the applicant. If an appeal is received from an immediate or affected neighbor within that same 14-day period, the Board of Directors will notify the applicant to cease all work until the appeal process has been completed. If the applicant, the neighbor, or the Board of Directors requests a hearing for the appeal, the process will follow that as defined in Section IV (Notice of Hearing), of the Covenant and Rule Enforcement Policy. In addition, the Board reserves the right to initiate an appeal on its own to review a decision by the ARB.

9 AMENDING THE CRITERIA AND STANDARDS

The Architectural Review Board may conduct an annual evaluation of these standards to determine if they need to be amended and then forward its recommendation to the Board for review.

10 ENFORCEMENT PROCESS

All owners and residents of Dawson Landing will comply with all of the provisions of the Covenants, Bylaws, and all rules and regulations, including these Architectural Criteria and Standards. Failure to comply with these documents is grounds for enforcement action, including but not limited to filing suit to recover damages or obtain injunctive relief, suspending voting rights, filing and foreclosure of liens, or any other administrative, legal or equitable relief deemed appropriate.

For a full description of the violations enforcements and process, please see the Covenants and the Covenant and Rule Enforcement Policy. These can be obtained through any Board of Directors member or on the web site: www.dawsonlanding.com.

Please note: failure of the Board or ARB to enforce any provision, covenant, restriction, rule or regulation will in no event be deemed a waiver of the right to do so in the future.

11 CRITERIA

The following criteria represent the general standards that will be used in reviewing and evaluating applications for change. The Architectural Review Board will evaluate all submissions on the individual merits of each application. The characteristics of the house type and the individual site will be considered when evaluating the particular design proposal.

- **Validity of Concept:** The change must be sound and appropriate to its surroundings.
- **Design Compatibility:** The proposed change must be compatible with the architectural characteristics of the applicant's house, the adjoining houses and the neighborhood setting. Compatibility is defined as similar in architectural style, quality of workmanship, similar use of materials, color, proportion, pitch, and construction details.
- **Location and Impact on Neighbors:** The proposed change should relate favorably to the landscape, the existing structure and the neighborhood. The primary concerns are access, view, sunlight, ventilation, and drainage.
- **Scale:** The size of the proposed change should relate favorably to adjacent structures and its surroundings. For example, a large addition to a small house may be inappropriate.
- **Color:** Color may be used to soften or intensify visual impact. Parts of the addition that are similar to the existing house such, as roofs, siding, and trim should be matching in color.
- **Materials:** Continuity is established by use of the same or compatible materials as were used in the original house. The options may be limited somewhat by the design and materials of the original house. For instance, horizontal siding on the original house should be reflected in an addition. On the other hand, an addition with siding may be incompatible with a brick house.
- **Workmanship:** Workmanship is another standard that is applied to all exterior modifications. The quality of work should be equal to or better than that of the community.

Poor workmanship, besides causing the owners problems, can be visually objectionable to others. Poor workmanship can also create safety hazards.

- **Timing:** Once a project is started, it must be completed within a reasonable time frame for the scale of the project, generally within sixty days. Other than cases of hardship, progress must be shown, or demonstrable, on a weekly basis.

12 STANDARDS

In accordance with provisions of the Declaration of Covenants, Conditions, and Restrictions of Dawson Landing, the Architectural Review Board, with the advice and consultation of the Homeowners Association's Board of Directors, has adopted these Architectural Review Board Standards to interpret and implement the architectural control requirements of Articles V through VII of the Covenants by regulating the external design, appearance, maintenance, use and location of property and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. These standards are not intended to supersede the Covenants, but to enunciate the consensus of the Board and ARB as representatives of the community as a whole on the standards that should be followed by the ARB in discharging its duties and responsibilities.

These standards address a broad range of exterior modifications for which the homeowners frequently submit an application to the Architectural Review Board. It would be impossible to address each specific design condition. Thus, these standards present the principal factors that should be considered when developing a design. More specifically, these standards define the limits to size, quality of construction, location, materials and color based on the intended use and relationship to adjoining properties rather than focusing on a particular construction detail or a specific design alternative. The Standards that follow are divided into four categories. These categories are designed to clarify whether something requires prior ARB approval or not, and under what circumstances. The definitions and examples are given to help in the process, not as stand alone items. Please refer to the Standard item list for the full information. If you are unsure whether a particular alteration or improvement requires the ARB's prior approval, you are encouraged to contact the ARB for guidance before starting on your project. If an alteration or improvement is made without the required prior approval, you will be responsible for bringing your property into compliance by submitting an application for approval and then making (and paying for) any changes that are required by the ARB or the Board.

These categories and their descriptions are as follows:

Require ARB approval -These are items that require prior approval under all circumstances, regardless of the manner or location of installation or construction.

Examples of this category are: decks, in-ground swimming pools, and fences.

Do not require ARB approval -These items, while not requiring ARB approval, nevertheless have standards that must be met or are listed to explicitly separate them from other items. Examples of items in this category are:

- Animals -you can have a dog, cat, etc., but you cannot have horses or cows.
- Portable barbeque grills -permanent ones require approval. Portable ones are listed separately to clarify the difference.

Items not requiring ARB approval must be designed and implemented according to the criteria listed for that item. Items that are not installed, maintained, or otherwise do not comply with the standards listed for them will be considered in violation.

Approval may be required - In general terms, if you're planning on changing the appearance of something, it requires approval. If, however, you're maintaining or replacing something with one similar in design, color, and scale, approval is not required. Examples of items in this category are:

- Mailboxes -if the replacement mailbox is similar in color, design, and scale, it does not require ARB approval, but any other permanent changes to or replacement of mailboxes do require approval.
- Exterior Painting - approval is required for changing any exterior paint color, but repainting items in the same color do not.

Not applicable - ARB approval is never required, but there are still standards that must be met. These are generally maintenance issues such as mowing and compost piles.

Other - There are also two spots where one specific part of the item requires approval. These are:

- Security systems - do not require approval, but any outside lighting that accompanies an otherwise internal security system does require ARB approval.
- Clotheslines -do not require approval, but must be accompanied by appropriate screening. The screening requires ARB approval.

12.1: Major Exterior Changes -Require ARB approval

Major alterations are generally considered to be those that substantially change the existing lot either by subtraction and/or addition. Major exterior changes include, but are not limited to construction or modification of driveways, garages, porches, decks, swimming pools, greenhouses, rooms, fireplaces, sheds, gazebos, and chimneys, and other additions or changes to a home or property.

The design of major changes should be compatible in scale, materials, and color with applicant's house and adjacent houses. The location of changes should not impair the views, or amount of sunlight or natural ventilation on adjacent properties. The roof pitch should be architecturally compatible with the existing pitch of the roof on the applicant's house. New windows and doors should match the type used elsewhere in the applicant's house and should be located in a manner which will relate well to the rest of the house.

If changes in grade or other conditions affecting drainage are anticipated, they must be indicated. Approval will be denied if adjoining properties are adversely affected by changes in drainage.

Construction materials must be stored so that impairment of views from neighboring properties is minimized. Excess material should be immediately removed after completion of construction.

12.2: Exterior Appearance - Not applicable

Residents are responsible for maintaining the exterior of their dwelling, any other structures on their lots, such as decks, fences, sheds, playground equipment, swimming pools, spas, and landscaping such as trees, lawns, flowers, hedges, shutters, walkways, driveways, etc.

Holiday decorations, such as holiday specific lights, wreaths, etc., for Christmas, Halloween, Thanksgiving, or other holidays, should be removed within 30 days after the holiday.

Driveways shall not be used for storage of building materials, garden equipment and supplies, play equipment, trash cans or recycle containers, recreational vehicles such as boats, ATVs, motor bikes, water jets, etc., trailers for recreational vehicles, equipment, or supplies. Such items must be stored in the garage or in an approved shed. Construction equipment and supplies may be temporarily placed on the driveway while in the process of making home improvements.

12.3: Exterior Maintenance - Not applicable

Residents are responsible for keeping their lot and all improvements therein or thereon, in good order and free of debris, including but not limited to the seeding, watering and mowing of lawns, the pruning and cutting of shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, in a manner and with such frequency as is consistent with good property management. Residents are responsible for mowing the lawn and edging the sidewalk and driveway on their yards. This includes the narrow strip between the sidewalk and the street.

Homeowners are expected to maintain their property up to the street and up to adjoining Lots.

12.4: Animals - Do not require ARB approval

No animals, birds, fowl, property, or livestock, other than a reasonable number of generally recognized household pets shall be maintained on any property within Dawson Landing and then only if they are kept, bred, or raised thereon solely as domestic pets and not for commercial or profitable purposes (Declaration, Article VI, Section 2).”

12.5: Antennas and Satellite Dishes -Require ARB approval

Section 207 of the Federal Telecommunications Act of 1996 (“Section 207”) gives homeowners certain rights to install certain antennas, including satellite dishes, in order to receive video programming and broadcast signal reception, and to receive and/or transmit fixed wireless signals. Accordingly, the standards stated below are intended to comply with Section 207. For further information on Section 207, you are encouraged to visit the Federal Communications Commission’s website at www.fcc.gov.

Homeowners are not required to have prior approval from the ARB for antennas and dishes covered by Section 207. However, all antennas and satellite dishes are subject to the guidelines below, and homeowners will be required to correct any violations.

- Exterior satellite dishes larger than one meter (39.3 inches) in diameter, and any other exterior dishes or antennas not specifically covered by Section 207, are not permitted on any Lot or the common area. Examples of dishes or antennas not covered by Section 207

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include, but are not limited to, those that are used to transmit AM/FM radio, amateur ("HAM") radio, Citizens Band ("CB") radio, and Digital Audio Radio Services ("DARS") signals.

- Homeowners should place the permitted antenna or dish in the least conspicuous place possible. These devices are not to be installed in the front of the lot or on the front facade of a house if another location exists on the lot or house where the device can receive an acceptable quality signal and would not unreasonably increase the cost of installation, maintenance or use of the device. Whenever possible, the device should be placed to the rear of the house in the most non-conspicuous, least visible location that allows for proper operation. Under no circumstances shall a device (or its related equipment) be installed on the Association's common area or otherwise encroach upon the common area. Antennas shall be installed no higher than is absolutely necessary for reception of an acceptable quality signal.
- All antennas that transmit signals must meet all applicable FCC guidelines regarding radiofrequency (RF) exposure limits, and must be professionally installed due to safety concerns related to such exposure.
- No more than two antennas or dish for each type of service may be installed within a Lot.
- The device should be reasonably screened from view from any other lot or common area, and should be ordered in a color (to the extent available), or should be painted (in a manner that will not interfere with reception or void a warranty) so that it blends into the background against which it is mounted. Wires or cables shall be secured and screened as much as possible without unreasonably increasing the cost of installation, maintenance or use.

12.6: Attic Ventilators -Do not require ARB approval

Attic ventilators or other mechanical approaches requiring penetration of the roof should be as small in size as functionally possible, and should blend in as much as possible to their surroundings. They must be located on the least visible side of the roof and not extend above the ridgeline.

12.7: Barbecue Grills (permanent) - Require ARB approval

The definition of a permanent barbecue grill is one that is made of masonry, is permanently built or affixed to the Lot or a structure on the Lot, or that is otherwise designed not to be moved, such as built into a deck and permanently affixed to a gas supply (in lieu of being attached to a propane refillable bottle).

Permanent barbecue grills must be located in the rear of the house and as far from adjacent property lines as is practical.

12.8: Barbecue Grills (portable) - Do not require ARB approval

Barbecue grills should be located so as to not create a nuisance for other residents, and to comply with the County's fire code and/or regulations.

12.9: Clotheslines - Screening requires ARB approval

Clotheslines are prohibited upon any lot unless obscured from view of adjoining lots and streets by a fence or appropriate screen approved by the Architectural Review Board.

12.10: *Compost Piles - Not applicable*

Compost piles may be maintained on the resident's property if they are maintained at least eight feet from any property line and to the rear of the property. Active compost piles must have a six-inch layer of straw or leaves over top of them to prevent odors from escaping.

The Architectural Review Board will notify any residents whose compost pile has become a nuisance and ask them to rectify the problem or remove the compost pile.

12.11: *Dog Houses and Runs - Not applicable*

No structure for the care, housing, or confinement of any animal shall be maintained so as to be visible from neighboring properties (Declaration, Article VI, Section 2).

12.12: *Driveways – Approval may be required*

Driveways may be resurfaced using like materials. Driveway resurfacing does not require ARB approval. However, if resurfacing includes changes to the existing size and / or location of the driveway, then ARB approval is required.

Driveway modifications can include use of different materials (i.e., blacktop, concrete, other hard surface materials, and / or a combination of hard surfaced materials) and can be resized, however modifications of this nature require ARB approval.

Gravel or other loose material driveways, in whole or in part, will not be approved. Lawn surfaces are not considered acceptable driveways or driveway extensions.

12.13: *Electronic Insect Traps -Do not require ARB approval*

Electronic insect traps may only be utilized in such a way as to not cause discomfort or annoyance to adjacent owners from the noise or light and then only during those times when the immediate area protected by the trap is occupied by the owner or guests. Under no circumstances will electronic traps be permanently installed or maintained.

12.14: *Erosion Control -Not applicable*

Each resident is responsible for seeing that their lot area is protected from erosion and that storm drain structures are not blocked so as to cause erosion problems. It is the responsibility of each homeowner not to create or allow an erosion problem. As a reminder, installation of new structures requires prior ARB approval.

12.15: *Exterior Portable Unit Air Conditioners - Not applicable*

Portable air conditioning units such as those normally designed to extend from windows are prohibited, except that the Board may grant a waiver on a case-by-case basis to the extent required for a reasonable accommodation under federal or state law.

12.16: *Exterior Decorative Objects - Approval may be required*

Items that fall under this category include representative items such as birdbaths, wagon wheels, sculptures, fountains, non-recreational pools, stumps, driftwood piles, freestanding poles of all types, and items attached to approved structures.

Approval is required for all introduced exterior decorative objects that will be put forward of the rear foundation. Approval is not required for items in this category that are located towards the rear of the house.

12.17: Exterior Lighting - Approval may be required

Approval is not required if the new item is replacing an existing one and is similar in color, design, and scale.

Approval is required to replace existing lighting where replacement is not similar in color, design, or scale, or if the homeowner is introducing new lighting. This includes lighting associated with security systems.

Approval is required for landscape lighting.

12.18: Exterior Painting - Approval may be required

Approval is required for exterior painting where color changes are made. Color changes apply to the house siding, doors, shutters, trim, roofing, gutters and other approved structures such as a deck or shed.

12.19: Fences - Require ARB approval

Fences are used to separate property, provide security, visual privacy, or to architecturally define space. In achieving any one of these goals, a barrier is created which has both a visual and a physical impact on the boundaries of common land and property of adjacent homeowners. Careful consideration should be given to the basic fencing concept and the manner in which the concept is executed. Standards are an addendum to Prince William County (PWC) regulation and requires a PWC permit.

In the absence of any specific aesthetic or safety-oriented considerations, the Architectural Review Board will not approve the installation of any fence forward of the midpoint of the side foundation walls of any structure in Dawson Landing. If a homeowner plans to install a fence forward of the rear foundation wall to the midpoint of the side foundation wall or adjacent to another homeowner's front yard, that side of the fence must be landscaped so it is hidden from view, and a landscaping plan must accompany the application.

Approved fencing must be constructed of the following materials: pressure treated natural wood, composite, vinyl fencing with UV inhibitors, black anodized aluminum or wrought iron. Guidelines that must be used in the design of fences include:

- Design and style must be compatible with the community.
- Fence posts must be located to the interior of the fence (style permitting) with finished side facing out.

- Picket spacing will be consistent and should be three to six inches apart. (if picket style fencing is used).
- Will not exceed forty-eight (48) inches in height, **or** seventy-two (72) inches for metal picket fences.
- Double fencing is not permitted. Double fencing refers to a fence within a fence. Fences around pools and fences containing gardens and compost piles (see Landscaping and Vegetable Gardens) are exceptions, which are allowed and are within these guidelines.
- Chain link, chicken wire, or similar styled metal fencing is not permitted unless it is temporary and falls within the restrictions of the section referring to Landscaping and Vegetable Gardens.
- Solid Fencing (i.e., concrete, block, stone, or other similar hard surface or simulated material) is not permitted. Fencing around swimming pools will be approved on a case-by-case basis. The color of the fence must be included in the application.

12.20: Firewood -Approval not required

Firewood maintained for wood-burning fireplaces must be kept to the rear of the house, neatly stacked, and within the resident's property. As with clotheslines, screening may be required to minimize visual impact. Firewood piles should not exceed four feet in height for safety. Firewood piles must contain firewood only, no storage of debris. Note -it is strongly recommended that firewood piles not be kept near or in the residence because of insect infestation. Any firewood that is infested or rotted shall be considered rubbish and must be disposed of accordingly.

12.21: Flagpoles -Approval may be required

One temporary flagpole staff, which does not exceed six feet in length and is attached at an incline to the front of the residence, does not require approval of the Architectural Review Board. All other requests for flagpoles require approval.

12.22: Greenhouses -Require ARB approval

Requests for approval of Greenhouses will be reviewed under the same criteria as storage sheds with consideration for the special requirements of sun orientation. Greenhouses will have special attention given to visibility of interior activities and appearance.

12.23: In-Home Business -Not Applicable

No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes (Declaration, Article VI, Section 2).

Residential businesses are not prohibited by Dawson Landing Declarations. The Declaration reference pertains to non-residential businesses.

12.24: Landscaping and Vegetable Gardens -May require ARB approval

Landscaping timbers, pavers, and other similar landscaping containment materials that are greater than one foot high and are installed forward of the rear foundation require ARB approval.

Landscaping and materials done in the back yard do not require ARB approval, but must meet the criteria listed below.

Care should be exercised in the planting and maintenance of trees and shrubs to prevent obstruction of sight lines required for vehicular traffic, and that any landscaping materials used to surround these are confined within the property. It is the responsibility of the homeowner to ensure that all vegetation is neatly maintained throughout the growing season. Flowerbeds will be maintained throughout the year.

Removal of native trees more than six inches in diameter must have approval of the Architectural Review Board unless there is a risk of imminent collapse, in which case, removal may be done prior to approval, but a request must be submitted to keep property records up-to-date. Trees being removed adjacent to Neabsco Creek may require special requirements from either the County or the Chesapeake Bay Authority. Ornamental trees planted by the homeowner may be removed without board approval.

An active and thriving vegetable garden or compost pile is the exception to the 'no metal fencing' rule. These gardens may be immediately enclosed by a fence in order to provide a barrier to pests. These fences must comply with the Fences standard except:

- Cannot exceed 36 inches in height unless it matches the height of its immediately surrounding fence
- Must be a dark color, such as hunter green or black, and must be externally landscaped to hide most of the fencing. Surrounding the outside of this fence with a wood or wood-like material is encouraged.

12.25: *Mowing -Not applicable*

Grassed areas are required to be maintained and mowed at regular intervals with reasonable frequency, so that the height of the grass does not exceed six inches.

12.26: *Mailboxes -Approval may be required*

Replacing the standard builder mailbox does not need approval. The standard builder mailbox is a brown wooden post, black metal mail receiver over an open wooden newspaper receiver. The house number is displayed on the side of the box as approached by the postal carrier, but numbers may be displayed on both sides.

Replacing a previously approved mailbox with one that is similar in color, design, and scale does not need approval.

Any other permanent changes to or replacement of mailboxes require approval from the Architectural Review Board and will be based on postal regulations and ARB Criteria and Standards section 11 & 12. Upgrades which are visually appealing and enhance value are encouraged. Those which are whimsical in nature, abstract, or otherwise distracting will not be approved.

12.27: *Patios, Porches, and Decks -Require ARB approval*

Decks, porches and patios must be designed and constructed so as to minimize any visual impact from neighboring properties. Patios and decks should be located toward the rear of the houses. Side yard locations will be evaluated on their individual merits.

If patio and deck schemes include other exterior changes, such as fencing, lighting, landscaping, latticework, etc., other appropriate sections of these standards must be addressed in the application.

Decks are to be constructed of natural or wood tone, pressure treated wood, or acceptable alternatives such as simulated wood materials, and may have either a natural wood stain or a color compatible with the house. The application must include the height of deck off the ground.

Porches will be constructed of material so as to match the existing structure in color, style, and texture. Porch roofs must complement the rooflines of the existing structure.

Porch and Patio top surfaces, including but not limited to slate, flagstone, brick, concrete, blacktop, etc., must be addressed in the application.

12.28: Recreation and Play Equipment -Does not require ARB approval

Playground equipment: including but not limited to swing sets, trampolines, gym sets, sand boxes, etc. must be maintained in the rear of the house.

Portable playground equipment, such as street hockey, soccer goals, skate ramps, etc., must be put away or stored in the rear of the house when not in use. Portable basketball backboards are authorized to remain in owners' driveway during the season of daylight savings time; otherwise they must follow the guidelines for other portable equipment.

In the interest of safety and maintaining the aesthetic quality of our community, it is strongly recommended that portable basketball backboards and all other recreational or play equipment not be placed or used in the roads or streets of the community or placed in such a manner where the participants using them would be in the roads or streets.

The most desirable material for recreational and/or play equipment is wood in its natural color. If the recreational and play equipment becomes a nuisance to neighboring properties, or the equipment falls into a state of disrepair to include rusting, the Architectural Review Board in their discretion will require removal of the equipment from the property.

12.29: Retaining Walls or Other Hard Surface Free Standing Walls require ARB approval

Retaining walls can be used to control erosion or enhance the physical characteristics of landscaping and/or garden designs; however, they require approval from the Architectural Review Board. If changes in grade or other conditions affecting drainage are anticipated, they must be indicated.

Retaining walls or walls of a similar nature, (concrete, block, pavers, brick, timber, etc.), used to separate property boundaries will not be approved or considered. See the section labeled Fencing.

12.30: Security Systems -Exterior Systems and Lighting require ARB approval

Exterior security systems and security lighting require ARB approval. Internal security systems do not.

Security systems must meet all local and state statutes and must not be of the type that creates a noise nuisance for the residents of Dawson Landing, such as exterior alarms that can only be turned off by the residents from inside the house. Security lighting systems must be such that they do not shine directly into the home of a neighbor. Any security device that can possibly create a safety hazard for the residents of Dawson Landing, or any utility personnel with access to property through easements, are absolutely prohibited.

12.31: Sidewalks and Pathways -Require ARB approval

Sidewalks or pathways including but not limited to flagstone, brick, concrete, black-top, etc. require approval from the Architectural Review Board if located, in whole or in part, forward of the front foundation of the house.

12.32: Signs -Real Estate Sales/Rent Signs -Not applicable

One sign of not more than eighteen inches (18") by twenty-four inches (24"), advertising the Property for sale or rent is permitted (Declaration of Covenants, Conditions, and Restrictions Article VI, Section 3).

12.33: Solar Panels -Require ARB approval

Solar panels require approval from the Architectural Review Board. Panels must be mounted to the rear side of the dwelling's roof and may be flush or extended. If extended they may not extend above the roof peak such that they are visible from the street (or pipe-stem). No other mounting locations are acceptable.

12.34: Storage Sheds -Require ARB approval

Storage sheds must be compatible with both the architecture and the landscaping surrounding the house and constructed of materials so as to match the existing home in color, style, and texture. They will only be approved as a stand-alone object and if landscaped in such a manner as to have minimum visual impact. A landscaping plan must accompany the application.

The shed must be designed to respect the visual rights and aesthetic interests of neighborhood properties. Sheds may not exceed one hundred fifty square feet in size nor exceed ninety-six inches in height unless they are the lower part of a raised deck and totally enclosed for storage. Approved storage sheds must be placed upon a solid masonry foundation floor or concrete footings, or other approved structural system that is of sufficient design to accommodate all loads.

12.35: Storm and Screen Doors -Approval may be required

The color of storm doors must conform to the existing color scheme surrounding the door. Only plain full view storm and screen doors will be permitted. Full view is defined as having total view from top to bottom, either with glass or screen or both with a middle bar allowed for support of the top and bottom sections. Variances must be requested and may be considered on a case-by-case basis.

The Architectural Review Board on a case-by-case basis will consider requests for installation of rear and/or side security doors.

12.36: Storm and Screen Windows -Require ARB approval

Requests for storm windows must be submitted to the Architectural Review Board for approval. No plastic covering will be permitted on the exterior doors or windows of any houses in Dawson Landing.

12.37: Sun Control Devices -Require ARB approval

Sun control devices include but are not limited to latticework or awnings. Applications for exterior sun control devices require a site plan showing the location of the devices; sketches and or photographs of the house and adjacent homes as appropriate; sketches, photograph, or manufacturer's product information of proposed sun control devices including indication of dimensions, construction details, showing how the devices are to be attached to the house, materials, and color. In the case of fabric awnings, submission of material and color must be included.

12.38: Swimming Pools, Spas, and Hot Tubs -Require ARB approval

In-ground swimming pools, spas, and hot tubs are allowed but require ARB approval.

All such structures approved must be located to minimize sight and noise impact on neighboring properties. A minimum of ten feet from the property lines will be reserved for landscaping. A landscaping plan must accompany the application. The application for a swimming pool, spa, or hot tub must include the fencing requirements required by local statute. See the section regarding fences when submitting this portion of the application.

No above ground pools will be considered, except that above-ground swimming pools designed to hold less than 24" of water depth are allowed, but must be maintained toward the rear of the house and be stored out of site when not in current use. Above ground swimming pools that meet these standards do not require ARB approval.

Above ground swimming pools designed to hold more than 24" of water depth are not allowed.

12.39: Trashcans -Not applicable

Beginning September 2, 2016, trash removal and recycling will be contracted by the Dawson Landing Board of Directors. HOA support trash collection reduces the number of trucks in the community, which in turn reduces noise, increases safety, and provides a group discount to homeowners. This service is included in the annual assessment

Trash containers are provided by the contracted service provider. Homeowners can purchase additional bins through the contractor or use personal containers provided they are covered. Open trash containers are prohibited in order to prevent windblown debris. Homeowners are responsible for picking up litter on their property.

Trash receptacles and yard waste must not be placed out for pick-up before 5:00 pm the night before pick up and be retrieved the day of service. Trashcans are to be stored out of sight, such as in the garage or behind the house and obscured from view by an approved fence or screening.

12.40: Vehicles -Not applicable

No commercial, industrial or recreational vehicle (including boats) shall be parked on the Property without the written consent of the Board of Directors (see Declaration, Article VI, Section 6).

Dawson Landing Homeowners Association Governing Documents Matrix

	Homeowner Association <small>(Articles of Incorporation Art VI-VII) (Declaration of Covenants Conditions and Restrictions)</small>	Board of Directors <small>(Articles of Incorporation Art VIII) (Declaration of Covenants Conditions and Restrictions) (ByLaws Section IV)</small>	Architecture Review Board <small>(Declaration Section V) (ByLaws, Section) (ARB Concept of Operations)</small>
Members / Directors	Class A - (1) vote for each Lot owned Class B – Expired December 31, 2000 <small>(Articles, Art VI) (Declaration, Art III)</small>	Minimum – 3 / Maximum – 7 (always uneven) Need not be Members of the Association <small>(Articles, Art VIII) (ByLaws, Art IV, Section 1)</small>	Minimum – 3 / Maximum – NA Appointed by the Board of Directors. <small>(Dec, Art V, Section 2)</small>
Director Term	By secret written ballot. <small>(ByLaws, Art V, Section 2)</small>	3 Year – staggered <small>(ByLaws, Art IV, Section 2)</small> Removal. 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. <small>(ByLaws, Art IV, Section 3)(NOTE: Legal counsel clarified those appointments by the BOD serve to the next annual election.)</small>	3 Year – staggered <small>(Dec, Art IV, Section 2)</small>

Officer Elections	NA	<p><u>President</u> and <u>Vice President</u>, who shall be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create, all of which officers are to be elected by the Board of Directors.</p> <p>(ByLaws, Art VIII, Section 1)</p> <p>At the first annual meeting.</p> <p>(ByLaws Art VIII Section 2)</p> <p>Annually by the Board and each shall hold office for one (1) year or until his successor is duly elected and qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.</p> <p>(ByLaws, Art VIII, Section 3)</p> <p>Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. The acceptance of such resignation shall not be necessary to make it effective.</p> <p>(ByLaws, Art VIII, Section 3)</p> <p>Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.</p> <p>(ByLaws, Art VIII, Section 6)</p> <p>Multiple Offices. No person shall simultaneously hold more than one (1) of any of the offices.</p> <p>(ByLaws, Art VIII, Section 7)</p>	<p>At the first meeting of the Review Board following each Annual Meeting of Members, the Review Board shall elect from among themselves a <u>Chairman</u>, a <u>Vice Chairman</u> and a <u>Secretary</u></p> <p>(Dec, Art V, Section 3)</p>
Officer Removal & Replacement	NA	<p>Majority vote of the Members of the Association.</p> <p>(ByLaws, Art III, Section 3)</p>	<p>BOD</p> <p>(Dec, Art V, Section 2)</p>

Meetings	<p>Annual (ByLaws, Art III, Section 1)</p> <p>Regular Biannual Meetings. Beginning May 2000, the Members shall hold a regular meeting twice each year, once during the month of May and once during the month of Nov.</p> <p>(Amendment to the ByLaws as of Nov 9, 1999)</p>	<p>Regular Meetings – Min twice year. Notice shall be given to each Director at least six (6) days prior to the date named for such meeting.</p> <p>(ByLaws, Art VI, Section 1)</p>	<p>The Thursday before each BOD meeting. (ARB Concept of Operations)</p>
Voting	<p>One (1) vote for each Lot owned (Dec, Art III, Section 2)</p> <p>Quorum . 1/10 entitled present and proxy, except as otherwise provided (ByLaws, Art III, Section 4)</p> <p>Decision. 51% of quorum in person or by proxy shall be necessary to decide any question brought before such meeting (ByLaws, Art III, Section 5)</p> <p>Eligibility. No Class A Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association. (ByLaws, Art III, Section 5) (ByLaws, Art VII, Section 1b)</p> <p>Proxies. At all meetings of Members. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy. (ByLaws, Art III, Section 6)</p>	<p>Quorum. Every act or decision done or made by a majority of the Directors <i>present</i> at a duly held meeting <i>at which a quorum is present</i> shall be regarded as the act of the Board. (ByLaws, Art VI, Section 3)</p> <p>Action Taken Without a Meeting. Obtain <u>written approval</u> of <i>all</i> the Directors and such approval is filed with the minutes of the proceedings of the Board of Directors. (ByLaws, Art IV, Section 5)</p> <p>Proxy. Clarification provided by attorney that voting by proxy is allowed at Association meetings, not at Board meetings or committee meetings. (Chadwick, Washington, Moriary, Elmore & Bunn, June 13, 2017, BOD Training)</p>	<p><i>See procedures.</i></p>

Amendments	<p><u>Declarations.</u> 75% HOA (Articles of Incorporation, Art X) (Dec, Art IX, Section 4)</p> <p><u>ByLaws.</u> May be amended, at regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy. (ByLaws, Art XVI, Section 1)</p> <p>In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. (ByLaws, Art XVI, Section 2)</p>		<p>ARB Criteria and Standards. A revised Criteria and Standards will be submitted to the Board of Directors for review and possible approval. (ARB C&S, Section 8.1, para 2)</p>
	Standards	<p>(Articles of Incorporation, Art VI-VII) (Declaration of Covenants Conditions and Restrictions)</p>	<p>(Articles of Incorporation, Art VIII) (Declaration of Covenants Conditions and Restrictions) (ByLaws Section IV)</p>
Procedures	<p>(Articles of Incorporation Art VI-VII) (Declaration of Covenants Conditions and Restrictions)</p>	<p>(Articles of Incorporation Art VIII) (Declaration of Covenants Conditions and Restrictions) (ByLaws Section IV)</p>	<p>Adopt procedures for the exercise of its duties (Dec, Art V, Section 2)</p>
Property	<p>Transfer any part of the Common Area requires two-thirds (2/3) voting members (Dec, Art II, Section 1.b.)</p> <p>Use Restrictions (Dec, Art VI)</p> <p>Exterior Maintenance (Dec, Art VII)</p> <p>Management (Agent) (Dec, Art VIII) (ByLaws, Art VII, Section 1e & Section 3)</p>		
Assessments (Declaration Art IV) (ByLaws Art XIV)	<p>Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. (Dec, Art III, Section 1)</p> <p>Each Owner of any Lot by acceptance of a deed is deemed to covenant and agrees to annual assessments (Dec, Art IV, Section 1)</p>		

Duties		<p><u>Directors</u> (ByLaws, Art VII, Section 2) Have power to 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. (ByLaws, Art VII, Section 1d)</p> <p><u>Officers</u> (ByLaws, Art VIII, Section 8)</p>	(Dec, Art V, Section 4)
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