

2018 Willowbrook Handbook



Rules and Regulations, By-Laws, Incorporation and Declaration

Willowbrook Homeowners Association

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Rules and Regulations, By-Laws, Incorporation and Declaration

Table of Contents

Executive Summary 1

Section 1 Rules and Regulations..... 1-1

 1.1 Trash Rules..... 1-1

 1.2 Recycle Customers 1-2

 1.3 Parking Rules..... 1-3

 1.4 Architectural Rules 1-5

 1.5 WHOA Architectural Change Request Form 1-7

 1.6 Common Grounds 1-8

 1.7 Portable Basketball Equipment Rules 1-8

 1.8 Willowbrook Security 1-8

 1.9 Pets 1-9

 1.10 Swimming Pool Rules 1-10

 1.11 Misc. Rules..... 1-12

Section 2 By-Laws of Willowbrook Homeowners Association 2-1

 ARTICLE I - NAME AND LOCATION..... 2-1

 ARTICLE II - DEFINITIONS 2-1

 ARTICLE III - MEMBERSHIP 2-2

 ARTICLE IV - PROPERTY RIGHTS: RIGHTS OF ENJOYMENT 2-2

 ARTICLE V - BOARD OF DIRECTORS..... 2-2

 SELECTION: TERM OF OFFICE..... 2-2

 ARTICLE VI - MEETINGS OF DIRECTORS..... 2-3

 ARTICLE VII - NOMINATION AND ELECTION OF DIRECTORS 2-4

 ARTICLE VIII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS 2-5

 ARTICLE IX - COMMITTEES..... 2-6

 ARTICLE X - MEETINGS OF MEMBERS..... 2-7



Rules and Regulations, By-Laws, Incorporation and Declaration

Table of Contents

ARTICLE XI - OFFICERS AND THEIR DUTIES2-7

ARTICLE XII - ASSESSMENTS.....2-9

ARTICLE XIII - BOOKS AND RECORDS2-11

ARTICLE XIV - CORPORATE SEAL2-11

ARTICLE XV - AMENDMENTS.....2-11

ARTICLE XVI - MISCELLANEOUS.....2-11

Section 3 Declaration of Covenants, Conditions and Restrictions..... 3-1

ARTICLE I - DEFINITIONS3-1

ARTICLE II - ANNEXATION OF ADDITIONAL PROPERTIES3-1

ARTICLE III - MEMBERSHIP3-2

ARTICLE IV - VOTING RIGHTS3-2

ARTICLE V - PROPERTY RIGHTS3-3

ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS3-4

ARTICLE VII - PARTY WALLS3-6

ARTICLE VIII - ARCHITECTURAL CONTROL3-7

ARTICLE IX - EXTERIOR MAINTENANCE3-7

ARTICLE X - USE RESTRICTIONS.....3-7

ARTICLE XI - EASEMENTS3-8

ARTICLE XII - GENERAL PROVISIONS3-8

Section 4 Incorporation of Willowbrook Homeowners Associations 4-1

ARTICLE I - NAME OF ASSOCIATION4-1

ARTICLE II - INCORPORATION ADDRESS4-1

ARTICLE III - INITIAL AGENT4-1

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION4-1

ARTICLE V - MEMBERSHIP4-2

ARTICLE VI - VOTING RIGHTS4-2

BOARDS OF DIRECTORS.....4-3



Rules and Regulations, By-Laws, Incorporation and Declaration

Table of Contents

ARTICLE VIII - LIABILITIES.....4-3
ARTICLE IX - ANNEXATION OF ADDITIONAL PROPERTIES.....4-4
ARTICLE X - MERGERS AND CONSOLIDATION4-4
ARTICLE XI - AUTHORITY TO MORTGAGE4-4
ARTICLE XII - AUTHORITY TO DEDICATE.....4-5
ARTICLE XIII - DISSOLUTION4-5
ARTICLE XIV - DURATION4-5
ARTICLE XV - MEETINGS FOR ACTIONS GOVERNED BY ARTICLES VIII THROUGH XIII4-5
ARTICLE XVI - AMENDMENTS.....4-5

List of Figures

Figure ES-1 Willowbrook CommunityES-2



Rules and Regulations, By-Laws, Incorporation and Declaration

Executive Summary

Executive Summary

The Willowbrook Community was built by National Homes Construction Company in 1971.

Before it was Willowbrook, the Featherstone area on the waterfront also held a huge dairy farm. Historical records indicate that a 440-acre farm was established there in the early 1900s by a New Yorker named Frank Chambers. One legend provides that the name “Featherstone” derived from the two ponies Chambers bought for his children - one named Feather and the other named Stone. Other sources dispute this legend, claiming the ponies were named after the existing Featherstone area. Chamber’s dairy produced “Kumiss”-- a fermented milk drink that was popular in its day and sold in tall green bottles. Other sources report that the milk drink was delivered in a fancy Model-T Ford panel truck, with all of the employees dressed in white uniforms.

The land was farmed until the early 1940’s when the land started to be subdivided for development. From this land Featherstone Shores, Featherstone Terrace, Willowbrook, Marumsco Woods and the industrial park were formed.

Willowbrook Homeowners Association (WHOA) became an association in 1972. From the beginning they were self-managed until 2005 when Abode Management began managing the property. In July of 2016, Abode Management was purchased by Sentry Inc. who currently manage the property.

WHOA is governed by a set of Declaration of Covenants, Conditions and Restrictions; By-Laws of the Willowbrook Homeowners Association; Bylaws and a set of Rules and Regulations.

The Homeowners Association consists of five (5) Board Members: President, Vice President, Treasurer, Secretary and one (1) Director Directors at Large. .

The Property Owners Association Act 55-513, which is state law gives the Board the right to adopt and enforce rules. The Board also has the power to assess charges against any member for any violation of the Declaration of Covenants, Conditions and Restrictions for which the member or his family members, tenants, guests, or other invitee are responsible.



Rules and Regulations, By-Laws, Incorporation and Declaration

Executive Summary

**Figure ES-1
Willowbrook Community**



Willowbrook consists of 314 townhouses which reside on the following street names:

Candlewood Court	Tamarack Place
Featherstone Road	Fir Court
Hackwood Street	Balsam Street
Redbud Court	Ironwood Street
Ponderosa Court	Cottonwood Court
Pinon Court	



Rules and Regulations, By-Laws, Incorporation and Declaration**Rules and Regulations**

Section 1 Rules and Regulations**1.1 Trash Rules**

(Approved 04/01/2018)

Willowbrook has a contract with American Disposal to pick up trash on Monday and Thursday. Trash will be picked up in front of each house at the curb or behind each house at the curb.

Recycling will be picked up on **Thursday**. Enclosed you will find a list of items that can be recycled and how to prepare them.

Large items such as bedding, large furniture, etc., will be picked up on Thursdays **but you need to call 703-368-0500 by Tuesday** before the item is to be picked up so American Disposal knows that they need to schedule another truck for our community. Bulk items may not be placed out at the curb earlier than dusk of the evening prior to pick up.

Trash and recycling must be out for pick-up by **5:00 A.M. on Monday and Thursday**.

In the event of inclement weather and American Disposal does not show up, Willowbrook HOA requests that you take your trash cans back to your back yard and put out on the next scheduled trash day. This is to prevent the animals from spreading the trash through the neighborhood.

American Disposal **will not pick up:** Rocks, oil, paint, dead animals, construction materials, dirt, toxic or flammable items, batteries, tires, Styrofoam 'packing peanuts' that are not secured in bags, tree stumps or logs, containers/bundles weighing more than 50 pounds or longer than 4 feet. Tree, bush and shrub cuttings must be cut no longer than 4 feet long and tied into bundles. They also do not want diapers, nuts and bolts, hangers (small scrap metals) chains and cables, holiday lights, wires, metal chains or plastic/wire cables

White goods such as dishwashers, refrigerators, stoves computer monitors and television sets will be picked up on an as needed basis twice monthly and **need to be scheduled with American Disposal at 703-368-0500. Do not place these items out for regular trash pick-up.**

The Prince William County Landfill is located at 14811 Dumfries Road in Manassas, VA and can be reached at 703-792-5750. The Landfill is open Monday - Saturday: 6:00 a.m. to 6:00 p.m. Sunday: 8:00 a.m. to 5:00 p.m. **It is open to all county residents for proper disposal of all items that American Disposal will not take.**

Batteries and oil can be taken to Advanced Auto Parts at 2000 Daniel Stuart Square, Woodbridge, VA 22191 (703.494.1155).

You as a resident of Willowbrook have the responsibility to see that the above items are disposed of properly and not placed out for trash collection.

Do not place trash outside earlier than 6:00 P.M. the day before the trash is scheduled for pick-up or after the trash has been picked up. This means Sunday evening and Wednesday evening only. Trash put out at **times other than these** will be subject to **fines of \$50**. This is meant to keep the area clean and rat free.

Use either **trash bags** that are tied (**not small grocery store bags**), **reusable trashcans** that are **covered** or **trash carts**.

Store trash and containers in your **BACK YARD ONLY**. Trashcans are not to be stored in the front yard or on the front porch. Trashcans left out on the common ground will be removed.



Rules and Regulations, By-Laws, Incorporation and Declaration**Rules and Regulations**

Trash Carts are available from American Disposal for \$80.00. The Trash Carts can be ordered by calling customer services at 703-368-0500.

Holidays

American Disposal will pick-up trash and recyclables on all holidays that fall on a regular scheduled pick-up days, with the **exception of Thanksgiving Day, Christmas Day and New Year's Day**. When designated pick-up day falls on one of these holidays, uncollected trash or recyclables will be removed on the **next regular pick-up day**.

1.2 Recycle Customers

American Disposal would like to thank you for your business. Below you will find information regarding our recycling services.

GLASS BOTTLES & JARS

Clear, green and brown bottles/jars are accepted. Rinse and remove lids. Labels on bottles/jars are acceptable. Do not include dishes, mugs, mirrors, glasses, light bulbs and windows.

METAL FOOD & BEVERAGE CONTAINERS

Aluminum and steel cans are acceptable. Rinse and drain all cans. Labels on these cans are acceptable. No aerosol cans, foil, paint cans or scrap metals.

PLASTIC BOTTLES

Soda, milk, water, laundry detergent and softener bottles are acceptable.

Number 1 and 2 only, rinse and remove lids. Labels on these containers are acceptable. Do not include any other plastics, toys, cups or flowerpots. Please crush the plastic.

NEWSPAPER

Save only newspaper and all that comes in it (except color magazines/advertisements). Place in a brown paper bag or stack and tie in bundles. Do not use plastic bags. Do not include magazines, junk mail, telephone books or any type of cardboard. (These items are considered trash.)

Note: Cokesbury Methodist Church on Reddy Road has recycle bins for the newspapers, telephone books and magazine.

CELL BATTERIES

Cell batteries can be disposed of at Batteries Plus located at 14224 Jefferson Davis Hwy, Woodbridge, VA 22191

CAR BATTERIES AND CAR OIL

Car batteries and car oil can be taken to Advanced Auto Parts at 200 Daniel Stuart Square, Woodbridge, VA 22191 (703.494.1155) for disposal.

YOUR RECYCLING DAY IS: THURSDAY ONLY

Questions may be directed to American Disposal at 703-368-0500.



Rules and Regulations, By-Laws, Incorporation and Declaration

Rules and Regulations

1.3 Parking Rules

(Approved 4/01/2018)

Residents and their guests may park on the streets and parking lots, owned by the Willowbrook Homeowners Association, under the following conditions. Any vehicle, trailer or equipment parked in violation of these rules will be towed without warning (unless otherwise specified) at the owner's risk and expense.

For information about towing call:

Dominion Wrecker
P.O. Box 6711
Woodbridge, VA 22195
703-730-6610

1. No parking in a fire lane.
2. No parking in a space reserved for another resident (Residents are encouraged to call Dominion Wrecker to have the vehicle removed from their assigned space, presenting the driver with a form of identification is required).
3. No parking in other areas not designated, as a parking space is allowed for a period no greater than 10 minutes, provided that the vehicle's emergency flashers are being used. *Example: A guest parking behind your own designated space.*
4. No parking in more than one space, except in cases where the two spaces are assigned to the same member's household.
5. **VISITOR Parking:** Definition of a **VISITOR:** Guest(s)/person(s) that **DO NOT** live in Willowbrook.
 - a. Visitors' parking spaces are **not** for resident to park in.
 - b. A visitor may park in a visitor's parking space for a maximum of 72 hours (leaving a visitor parking space does not restart the clock).
6. Parking a vehicle that has no clearly visible license plates, inspection sticker or a license plate or inspection sticker that has been expired for over 30 days. Covered vehicles must also meet these requirements.
7. Equipment or trailers that are stored on any portion of the parking lot or other common ground will be posted with a notice to remove within 10 days.
8. Any vehicle that hinders the usage of adjacent common ground or disrupts the flow of traffic (as determined by the association) will be posted with a notice to remove the vehicle from the property within 10 days. *Examples: Large vehicles or RVs that significantly impair the ability of passengers in vehicles located in adjacent parking spaces to get into and out of their vehicles. Vehicles that have ladders, which, extend out into the parking lot or sidewalk.*
9. Any vehicle that is inoperable, badly damaged, or an abandoned vehicle, as determined by the association, will be posted with a notice to remove the vehicle from the property within 10 days.
10. Any vehicle that is parked in a space assigned to an owner who is more than 60 days late with their homeowner dues.



Rules and Regulations, By-Laws, Incorporation and Declaration

Rules and Regulations

11. Only oil, tire and batteries may be changed in your assigned parking space. No major car repair (i.e. brakes, engine, transmission or rear differential work) may be performed. If performed, a \$50.00 charge will be levied to the homeowner per infraction
 - a. Oil, tires and batteries are to be disposed of properly and not in our local trash pickup or storm water drains.
12. Assigned parking spaces are to be free of trash and any fluids (brake fluid or oil). Failure to do so will result in a \$50.00 charge to pay for removal of trash and fluids.

13. Commercial Vehicles:

Definition of Commercial Vehicle: A commercial vehicle is any vehicle that meets one or more of the following physical conditions:

- Greater than 21 feet in length. This includes any load on the vehicle or tagalong equipment/trailer hitch to the vehicle greater than 21 feet and /or greater than 102 inches wide.
 - Weighted at 8,000 lbs. or greater gross vehicle weight and not licensed as a recreational vehicle (RV).
 - Vehicles with printed or written advertisements/signs.
 - **NO BOX TRUCKS**
- a. Commercial vehicles are not allowed on the property between the hours of 7:00 p.m. to 7:00 a.m.
 - b. If a Commercial vehicle is parked on HOA property between 7:00 p.m. to 7:00 a.m. the advertisement that is printed on the commercial vehicles must be covered with a magnetic sign or a canvas cover, including; taxis, etc.



Rules and Regulations, By-Laws, Incorporation and Declaration

Rules and Regulations

1.4 Architectural Rules

(Approved 04301/2018)

1. No building, accessory building, or structure, ornament, shed, awning, porch or porch covering, trailer, tent, back fence, hedge screens or other structures shall be allowed, constructed, or altered upon any lot or house thereon without the plans and specifications of such having been approved by the Architectural Control Committee (ACC) as to quality of workmanship, design colors and materials, and harmony of same to the project as a whole.
2. All applications to the ACC should be in writing, and include plans, specifications, color samples and whatever else may be necessary to give the members of the committee a clear understanding of the proposed project. The committee has 30 days in which to act on a request. Any disapproval of the committee can be appealed within the next 30 days. The committee cannot approve any project specifically prohibited by the Declaration. In the event that the committee does not act on a request within 30 days, approval of the request is automatic, except again in the case of those areas prohibited by the Declaration.
3. The exterior of a member's property must be maintained.
4. Rear fences and gates can be made from the following materials and all rear fences will have a height of roughly 6 feet with 4" X 4" posts and post caps installed. Made from 1" x 6" wooden boards placed in a horizontal position. All wood must be pressure treated or made from composite boards with the color of rustic cedar tone, or made from vinyl fence materials, cedar color.
5. FENCES
 - a. The fences may be basket weave or plain.
 - b. All wooden fences must be painted barn red or left natural wood color utilizing a clear wood sealant to preserve the wood.
 - c. No fence may show any green color from the growth of mold.
 - d. All fences must not be leaning or need a support to stay upright.
 - e. Gates must be whole and upright.
 - f. Only end units may extend rear fence to incorporate side yards up to 50% length of house. End units may have a round or split rail fence and are to be no more than 3-feet in height with no gate.
6. Interior units may have a hedge, no more than 3 feet high with no gate, Front yard fences are not allowed at interior units.
7. Painted structures such as fences, sheds and siding must not have any unpainted sections or have peeling paint.
8. If a house has a storm door, it must have either glass, or whole screen, or both.
9. Where the builder originally placed gutters, the gutters, spikes, straps, down pipes and splash blocks must be maintained, or, if down, replaced.
10. The sides of any house must be free of any stains, green or black mold.
11. Where the builder originally placed shutters, they must remain for the appearance of the community. Shutters must be kept in a whole condition, anchored and also clean and painted.



Rules and Regulations, By-Laws, Incorporation and Declaration**Rules and Regulations**

12. Grass must be kept void of bare ground and weed free.
13. No sheets, towels or blankets may be hung in or out of any windows.
14. No shrub, hedge or tree may be planted on any lot located at the intersection of two streets that would obstruct the view of the intersection.
15. Shrubs and trees must be maintained, not allowed to touch the house, trimmed away from sidewalks and roots not allowed to deteriorate concrete sidewalks, steps or home foundation.
16. Volunteer trees shall not be allowed to grow in yards and must be removed.
17. Vines shall not be allowed to grow on the house siding, mortared brick, over sidewalks or on fences.
18. Clothesline or hanging devices may be used temporarily. Not as a permanent fixture.
19. No lot may be used for commercial activity unless permission is given by the Board of Directors.
20. No sign of any kind shall be allowed on any lot, except for one sign advertising a property for sale or rent.
21. All individual homeowner storage sheds/pergola (one per property) must be kept within the backyard privacy fence and properly maintained. All sheds are to be in the form of a “shed kit” whether wooden, aluminum, vinyl or resin. All drawings must be approved by the Architectural Control Committee (ACC). Shed/pergola must not exceed 8 feet in height from the ground, 8 feet wide and 8 feet in length. Any existing shed/pergola above 8 feet in height will be grand fathered until April 2017, or whenever the property is sold (whichever occurs first), provided they are properly maintained. Items are not allowed to be stored on top of sheds so as can be seen by the neighborhood.
 - a. **Sheds/Pergolas are not for human inhabitation**
22. The front yards must be kept clear.
23. All lots and the improvements situated therein must be kept in a clean and sanitary condition.
24. Every house must have clearly marked house numbers on it.
25. Concrete sidewalks steps and porches within your yard must be kept in good condition and horizontal. Gaps caused by the dirt being removed shall be refilled so rodents cannot live under the concrete areas. They must not be a safety hazard.
26. Railings must be attached to the concrete so that they do not move when held, rust free and must be painted black. (ACC approval of color is needed other than black.).
27. Window air conditioner units are only permissible in the rear windows of homes from Memorial Day to Labor Day. The units must be removed on or before Labor Day or residents will be charged \$10.00 per day, for up to 90 days until removed.

The Association has the right to restore any Lot and charge the cost of such renovation to the homeowner.



Rules and Regulations, By-Laws, Incorporation and Declaration

Rules and Regulations

1.5 WHOA Architectural Change Request Form

Willowbrook Homeowners Association Architectural Change Request Form	
Name:	_____
Address:	_____ _____ _____
Description of Change:	_____
Plans and Specifications:	
Include drawing, materials to be used, color samples, and additional Information to describe the change (s) you are requesting.	
Signature: _____	Date: _____
Return to:	Sequoia Management Company Inc. 13998 Parkeast Circle Chantilly, VA 20151-2283 Attention Lisa M. or Jackie J.



Rules and Regulations, By-Laws, Incorporation and Declaration

Rules and Regulations

1.6 Common Grounds

(Approved 09/24/1980)

1. No loitering anywhere in Willowbrook on the common grounds, as defined by the Prince William County Code.
2. No commercial activity of any kind unless prior written permission has been given by the Willowbrook Board of Directors.
3. No discharging of any type of weapon within Willowbrook except in cases of legally defined self-defense. This includes BB Guns and Paint Pellet Guns.
4. No vandalism, graffiti or destruction of public or private property within Willowbrook.

1.7 Portable Basketball Equipment Rules

(Approved 11/18/2004)

Whereas Willowbrook HOA provides a community basketball court; and whereas playing basketball using portable basketball equipment on the streets of Willowbrook is dangerous to players, a disruption to traffic flow, scratches and dents vehicles and a nuisance to the community and to homeowners near such activity. Portable Basketball Equipment is not allowed on Willowbrook HOA common areas (sidewalks, streets and/or grass areas). Residents may have and use portable basketball equipment in their back yards and not in the front yard.

1.8 Willowbrook Security

(Approved 02/02/2012)

Prince William County Police continue to patrol Willowbrook on a daily basis. Security cameras have been placed in specific areas of the Willowbrook community.



Rules and Regulations, By-Laws, Incorporation and Declaration

Rules and Regulations

1.9 Pets

(Approved 02/20/1996)

1. Unit owners, tenants and all other persons who are owners and/or custodians of a dog shall not allow such dog to run at large in the common area of Willowbrook. *A dog shall be deemed to be "at large" when off the property or premises of its owner or custodian and not under control by either leash, cord or chain.* Prince William Code Sec. 4-23.
2. Decks, patios and all other Common and Limited Common Elements shall be kept free of pet waste.
3. Pet owners shall be responsible for immediate clean-up and proper disposal of pet waste deposited on any Common or Limited Common element in Willowbrook. Prince William County Code Sec. 4-11 reads, *"It shall be unlawful for any person knowingly or willingly to allow any animal belonging to that person to urinate or defecate on any public property, or the property of another without the consent of the owner of the property or his agent, provided that it shall not be unlawful to allow urination or defecation by such animal within the curb or gutter area of a public street or roadway, and provided further that defecation by an animal on public property shall not be unlawful if the owner of the animal removes the animal's excrement immediately and disposes of it in a public trash receptacle or in a public sanitary sewer or on the owner's own property in a lawful manner."*
4. All dogs and cats are required to be licensed in Prince William County.
5. No pet shall be kept, bred or maintained for commercial purposes within Willowbrook.
6. Cat litter should be disposed of by bagging it and placing it in your trash can. Do not dump it on common ground.
7. If a resident has a problem with a dog running loose and/or urinating or defecating within Willowbrook or on their property, the most effective thing to do is write out a warrant under Codes 4-11 and 4-23, at the Magistrates office, located at the Garfield substation, which is open twenty-four hours a day. You must know the dog owner's address and name.
8. No farm animals are allowed in Willowbrook. This includes but not limited to chicken, goats, ducks, pigs or turkeys.

An animal rescue group is working to spray/neuter the feral cats in the Willowbrook neighborhood. The cats will be vaccinated for rabies. They will be returned to the neighborhood as part of the TNR program (trap-neuter-return). The cats that are fixed will have their left ear tipped.

Please note: It is illegal to harm cats!



Rules and Regulations, By-Laws, Incorporation and Declaration

Rules and Regulations

1.10 Swimming Pool Rules

(Approved 04/01/2018)

Pool registration usually begins in mid-May. The pool season is from Memorial Day weekend to Labor Day weekend. Before you obtain a pool pass, your assessments must be current and you must have no outstanding fines levied against your Lot.

1. You must have a current pass with a current photo to enter the pool. If you do not have a pass and enter without permission, this will be construed as trespassing. You will be fined and prosecuted under the law.
2. No more than two (2) adult guest passes per resident per household will be allowed unless approved by the Willowbrook Homeowners Association.
3. Children under the age of 12 must be accompanied and supervised by an individual 16 years of age or older, at all times. The Association reserves the right to request proof of age.
4. The pool is not intended as a day care center for those between the ages of 12 and 16, as the lifeguards cannot divert their time to such activity. Please understand that the Association cannot be held responsible for accidents caused by the disregard of the pool rules.
5. If you or children for whom you are responsible have medical conditions that require the lifeguards to take extra care, such as diabetes, seizures, etc., we strongly suggest you inform at least one guard as you enter the pool areas, it also can be listed on your pool pass.
6. Threats of any kind, **abusive or obscene language** directed toward the Life Guards, Board Members, or Management by any member or other residents will result in suspension of pool privileges.
7. Violation of the pool rules will result in a suspension of two (2) days and/or banishment. Only Willowbrook Board of Directors can review your case for re-instatement.
8. No bullying of any kind will be tolerated and will result in automatic suspension. Only Willowbrook Board of Directors can review your case for re-instatement.
9. Proper bathing suit policy to enter the pool area is as follows:
 - a. Appropriate lined swimwear is required as defined by Willowbrook Homeowners Association Board and pool staff.
 - b. Swimwear must be colorfast, and of a low water absorbent, quick drying, and lightweight material.
 - c. No thongs or provocative swimwear permitted
 - d. "Street" clothing, cutoffs, gym shorts, basketball shorts and bras are not permitted as swimwear.
 - e. Swimwear should not be so loose, or contain so much extra fabric, that it endangers the safety of the wearer or other swimmers.
 - f. Under garments are allow to be worn with bathing suits for males only.
 - g. If it is found that you are not wearing proper swim attire, you will be asked to exit the water.
 - h. All pants and swimwear shall be pulled up and not sagging.
 - i. Only white t-shirts may be worn in the pool. No colored t-shirts allowed in the pool.



Rules and Regulations, By-Laws, Incorporation and Declaration

Rules and Regulations

10. Glass containers are **not** allowed in the pool area.
11. Food is allowed in designated areas of the pool. Only covered drinks in non-glass containers are allowed. No alcoholic beverages are allowed in the pool areas at any time.
12. During the 15-minute break period each hour, only those 18 and older may be in the pool. The only exceptions will be small children accompanied by a parent. This does not mean that children over the age of 6 should enter the baby pool.
13. No children over the age of 6 in the baby pool unless they are directly supervising younger siblings.
14. All children in the baby pool must be supervised by a responsible individual who assumes the responsibility for their safety.
15. “Untrained” babies must wear a swim diaper, (can be purchased at the office for \$1.00 each). No disposable diapers are allowed.
16. Rafts, balls of any kind or Frisbees will not be allowed in pool areas
17. Swim aides may be used by young children **only with direct adult supervision**. (i.e. adult must be in the pool with the child).
18. No small toys to be brought into pool as they get caught in the drains and filters.
19. No squirt guns of any kind are allowed in the pool area.
20. No running, horseplay or fighting is permitted in the pool area at any time.
21. The guard stations are for the guards only.
22. No one will be allowed to enter the pool with open sores, cuts, bandages, or plaster casts.
23. You must pass a swimming test if you’re under 16 yrs. old to swim in the deep end. Swim test consists of the following:
 - a. Swim 4 laps across the pool without touching the bottom
 - b. Trend waster for 30 seconds
24. No diving in the shallow end (under 6 feet).
25. Please deposit all trash in the containers provided.
26. Public display of affection is prohibited.
27. Please take a shower before entering the pool.
28. No personal music allowed in the pool areas except when using headphones.
29. No private use of the pool’s telephone, the phone is for guards and emergency.
30. No animals are allowed in the pool areas except Service dogs.
31. The pool will be closed for the following:
 - a. bad weather;
 - b. fighting;
 - c. any accident requiring both guards on duty;
 - d. any reason that would make it unsafe to swim.



Rules and Regulations, By-Laws, Incorporation and Declaration

Rules and Regulations

1.11 Misc. Rules

1. No boarding houses are allowed in Willowbrook. No space or rooms may be rented. If in violation of this rule, you will be reported to the proper authorities.
2. No exterior antenna may be installed on any house or lot. Small dishes (under one meter) are allowed. The preferred positioning of dishes is the rear roof of the house, for aesthetic appearance. Antennas are not allowed to be placed on fences.
3. 1. No burning of any type in your yard in Willowbrook. Prince William County Law:
 - a. **NO** burning of leaves brush stumps branches ground cover and any other associated yard waste unless part of an allowable controlled burn (see definition for controlled burning above).
 - b. **NO** burning of trash.
 - c. Any other burning not approved by law and the County Fire Marshal is prohibited.



Rules and Regulations, By-Laws, Incorporation and Declaration

By-Laws of Willowbrook Homeowners Association

Section 2 By-Laws of Willowbrook Homeowners Association

(Approved October 19, 2004)

ARTICLE I - NAME AND LOCATION

The name of the corporation is Willowbrook Homeowners Association, hereinafter referred to as the "Association". The address of the Association is Post Office 580, Annandale, Virginia 22003, or any other address deemed appropriate by the board. Meetings of members and/or directors are to be held at the nearest such location open to the membership within the State of Virginia, County of Prince William, as designated by the Board of Directors.

ARTICLE II - DEFINITIONS

Section 1.

"Association" shall mean and refer to Willowbrook Homeowners Association, its successors and assigns.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

"Member" shall mean and refer to every person or entity that holds a membership in the Association.

Section 6.

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

Section 7.

"Declarant" shall mean and refer to NATIONAL HOMES CONSTRUCTION CORPORATION, its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of Development.

Section 8.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Clerk of Court, Prince William County, Virginia.



Rules and Regulations, By-Laws, Incorporation and Declaration**By-Laws of Willowbrook Homeowners Association**

ARTICLE III - MEMBERSHIPSection 1. Membership.

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

Section 2. Suspension of Membership.

During any period in which a member shall be in default in payment of an annual or special assessment levied by the Association, for more than sixty (60) days past the due date, as required by Article XII Section 9 of this document, the right to use of the recreational facilities, parking spaces and the voting rights of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of any member may also be suspended, after notice and hearing by the Board of Directors, for the violation of any rules and regulations established by the Board of Directors, for the time period of said violation.

ARTICLE IV - PROPERTY RIGHTS: RIGHTS OF ENJOYMENTSection 1.

Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his right of enjoyment of the common area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the member.

Section 2.

Irrespective of the fact that Section I (b) of Article V of the Declaration gives the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area, this right shall only be exercised upon written approval of two-thirds (2/3) of the entire members, which equals two hundred and nine (209) members.

ARTICLE V - BOARD OF DIRECTORS**SELECTION: TERM OF OFFICE**Section 1. Number.

A Board of five (5) directors, who must be members of the Association, or be residents of this community, shall manage the affairs of this Association.

Section 2. Election.

Effective at the time of the annual meeting in October 1994, all current directors shall be removed. At this October 1994 annual meeting the members shall elect five (5) directors. The top two vote totals shall receive a term of three (3) years, the next two highest vote totals shall receive two (2) years and the fifth



Rules and Regulations, By-Laws, Incorporation and Declaration

By-Laws of Willowbrook Homeowners Association

highest vote total shall receive a term of one (1) year. At each subsequent annual meeting, all available terms shall be for three (3) years.

Section 3. Removal.

A recall election of a board member shall be initiated by presenting to the Board of Directors a petition, which the board shall validate for accuracy. The validated petition must be signed by fifteen percent (15%) of the members, which equal forty-seven (47) members. A recall meeting must be held within thirty (30) days of a signed, valid petition being presented. Thereafter any director may be removed from the board, with or without cause, by a majority vote of members convened at a duly held meeting. A quorum for a recall election shall constitute at least one-fourth (1/4) of the members, which equals seventy-nine (79) members or their proxies in attendance. All concerned parties shall be allowed to speak and present their arguments. The ballots will be collected and counted by a third party(s). Any person leaving the board of directors due to removal or resignation may put himself or herself forward for re-election at any later date.

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. Emergency Action Taken Without a Meeting.

The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written majority approval of all the directors, available for the action in question in a reasonable time. Any action so approved shall have the same effect as though taken at a meeting of the directors. All actions so approved must then be disclosed to the membership at the next open board meeting.

Section 6. Non-payment of Association Fee.

Directors of the association who are sixty (60) days in arrears on payment of their annual assessment shall be immediately removed from their position on the board of directors for the remainder of their term.

Section 7. Directors from the same Family/Household. No two representatives of the same lot(s) may serve on the board of directors at the same time.

ARTICLE VI - MEETINGS OF DIRECTORS

Section 1. Regular Meetings.

Regular meetings of the Board of Directors shall be held monthly on the third (3rd) Tuesday of each month at 7:00 P.M. at a location available to Willowbrook residents and owners, with reminders no less than five (5) days prior to the meeting posted on the community bulletin board. In the event of a cancellation, the meeting will be held at the same time and location the following week. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings.

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



Rules and Regulations, By-Laws, Incorporation and Declaration

By-Laws of Willowbrook Homeowners Association

Section 3. Closed Meetings.

The board of directors may convene in closed session to consider personnel matters, consult with legal counsel, discuss and consider contracts, potential or pending litigation and matters involving violations of the declaration or rules and regulations adopted pursuant thereto for which a member, his family members, tenants, guest or other invitees are responsible; or discuss and consider the personal liability of members to the association upon the affirmative vote in open meeting to assemble in closed session. The motion shall state specifically the purpose for the closed session. Reference to the motion and stated in the motion. No contract, motion or other action adopted, passed or agreed to in closed session shall become effective unless the board of directors, following the closed session reconvenes in open meeting and takes a vote on such contract, motion or other action which shall have its substance reasonably identified in open meeting.

Section 4. 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 5. Proxies.

There is no provision for board members to have and use proxies at board meetings.

ARTICLE VII - NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination.

A Nominating Committee shall make nominations for elections to the Board of Directors. Any member may also make nominations from the floor at the annual meeting or special meeting with valid membership or who is a resident of Willowbrook. The nominated person(s) will be allowed to give a 5-minute biography. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members living in the Willowbrook Community.

Section 2. Election.

Election to the Board of Directors shall be by secret written ballot. The nominating committee or a neutral third party will conduct the election. However, no family member of a candidate may take part in the collecting and counting of the ballots. 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.



Rules and Regulations, By-Laws, Incorporation and Declaration**By-Laws of Willowbrook Homeowners Association**

ARTICLE VIII - POWERS AND DUTIES OF THE BOARD OF DIRECTORSSection 1. Powers.

The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.
- (c) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties.

It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) As more fully provided herein, and 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, as hereafter provided in Article XII, and
 - (2) Send written notice of each assessment to every Owner subject thereof at least thirty (30) days in advance of each annual assessment period;
- (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 the property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) Cause the Common Area to be maintained, and
- (h) 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, unless a majority of the other board members vote otherwise to retain the member.



Rules and Regulations, By-Laws, Incorporation and Declaration

By-Laws of Willowbrook Homeowners Association

ARTICLE IX - COMMITTEES

Section 1.

The association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

- (a) A Recreation Committee, which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.
- (b) An Audit Finance Committee, which shall review the financial records of the association prior to the annual audit. Prepare and submit the annual budget to the board of directors for board approval or see that Management provide the annual budget for board approval and have an audit, by an independent auditor selected by the Board of Directors, of the association's records at the end of each yearly financial period. Prepare annual financial report, to be provided to each member annually, as provided in Article XI, Section 8(d). The Treasurer shall be an exofficio member of the Committee.
- (c) A Maintenance Committee, which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, and shall perform such other functions as the Board in its discretion determines. Including sub- committees are:
 - i. Streets and parking
 - ii. Architectural, as called for in the declaration
 - iii. Community appearance
- (d) A Community Service Committee which shall include;
 - i. Swimming pool and recreation
 - ii. Neighborhood safety and security
 - iii. Member information - Send notices of general interest, special events, and etc. to membership and

The board of directors may form temporary committees such as;

A Nominating Committee shall nominate individuals for seats on the board of directors for the annual meeting. Shall oversee the writing and collection of ballots for the annual meeting, by an independent party for counting and reporting the results. No person on the nominating committee who is a family member of a candidate may participate in the collection and reading of the ballots.

Section 2.

It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field or responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented. If requested the committee will respond in writing within five (5) business days of receiving the complaint giving an estimated time of response to the members complaint.



Rules and Regulations, By-Laws, Incorporation and Declaration**By-Laws of Willowbrook Homeowners Association**

ARTICLE X - MEETINGS OF MEMBERS**Section 1. Annual Meetings.**

The annual meeting of the members shall take place on the third (3rd) Tuesday at 7:30 o'clock, P.M. in the month of October. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings.

Special meetings of the members may be called at any time by the President or by the Board of Directors, or at least two board of directors, or upon written request of one-fourth (1/4) of the members who are entitled to vote, which equals seventy-nine (79) votes of the entire membership. The date for a special meeting must be convened within thirty (30) days of the request.

Section 3. Notice of Meetings.

Written notice of each meeting of the members, setting forth the purpose of the special meeting, shall be given to all members not less than fifteen (15) days nor more than twenty-five (25) days in advance of the meeting, for amendments, mergers or consolidations, and for all other purposes notice shall be not less than ten (10) days nor more than fifty (50) days in advance of the meeting. Such notice shall be addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting.

Section 4. Quorum.

The presence at the meeting of members entitled to cast, or of proxies entitled to cast one-tenth (1/10), which equals thirty-two (32) votes of the membership, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereafter shall have the power to adjourn the meeting from time to time, without notice other than announcement at the next meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies.

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

ARTICLE XI - OFFICERS AND THEIR DUTIES**Section 1. Enumeration of Officers.**

The officers of this Association shall be a president and vice-president, a secretary, and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers.

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



Rules and Regulations, By-Laws, Incorporation and Declaration

By-Laws of Willowbrook Homeowners Association

Section 3. Term.

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

Section 4. Special Appointments.

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

Section 5. Resignation and Removal.

The Board may remove any director from office with or without cause. Any director 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 directorship may be filled in the manner prescribed for regular election or appointed by the Board of Directors. The director elected or appointed to such vacancy shall serve for the remainder of the term of the director he/she replaces.

Section 7. Multiple Offices.

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

Section 8. Duties.

The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all (reserve account) 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 to the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The treasurer shall see that all funds receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all reserve account checks and promissory notes of the Association; keep or



Rules and Regulations, By-Laws, Incorporation and Declaration**By-Laws of Willowbrook Homeowners Association**

see that 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 cause preparation of an annual budget and a statement of income and expenditures to be presented and/or delivered to each member annually.

ARTICLE XII - ASSESSMENTS**Section 1. Creation of the Lien and Personal Obligation of Assessments.**

By the Declaration each member is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) Special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fee shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and 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 for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

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 ONE HUNDRED FORTY-FOUR and No/100 DOLLARS (\$144.00) per Lot.

- (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 effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.
- (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 that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years and at the end of each such period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.



Rules and Regulations, By-Laws, Incorporation and Declaration

By-Laws of Willowbrook Homeowners Association

Section 4. Method of Computation When using the Consumer Price Index.

The Consumer Price Index established the United States City Average numerical rating for the month of July 1970 as 116.7. This will be the base rating. To determine the percentage to be applied to the maximum annual assessment for each subsequent year, divide this base rating into the numerical rating established by the Consumer Price Index or the month of July preceding the proposed assessment year. This adjustment percentage, if in excess of 100 per centum is multiplied by the original maximum annual assessment to obtain the maximum assessment for the subsequent year.

Section 5. Special Assessments for Capital Improvements.

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

Section 6. Uniform Rate.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Quorum For Any Action Authorized Under Sections 3 and 5.

At the first meeting called, as provided in Sections 3 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%), of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 5, and required quorum at any such 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 8. Date of Commencement of Annual Assessments: Due Dates.

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

Section 9. Effect of Non-Payment of Assessments: Remedies of the Association.

Annual assessments are due on the first working day of the calendar year, and it is preferred that a homeowner pay this entire annual amount at this time. However, incremental payment plans will be offered to each homeowner on a form provided by the association. If a homeowner chooses an incremental plan, he/she will so indicate which plan when mailing the first payment of the year. Thereafter any incremental payment not received when due shall cause the entire remaining balance of the annual assessment to be delinquent. If payment of the late incremental payment is not made within thirty (30) days after its due date, the privilege of paying incrementally will be suspended and the entire remaining balance of the annual assessment will be due and payable under legal recovery remedies



Rules and Regulations, By-Laws, Incorporation and Declaration

By-Laws of Willowbrook Homeowners Association

available to the association. Added to this amount will be a late fee and six percent (6%) per annum against the unpaid balance and reasonable attorney's fees. No owner may waiver or otherwise escapes liability for the assessment provided for here within by non-use of the common area or abandonment of his/her lot.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgagee. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lots from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property.

The following property subject to the Declaration shall be exempt from the assessments created therein:

- (a) All properties dedicated to and accepted by a local public authority,
- (b) The Common Area, and
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE XIII - BOOKS AND RECORDS

The books, records and papers of the Association shall be sent within five (5) business days, at cost upon receipt of written request. This is in accordance of the Virginia Homeowners Act.

ARTICLE XIV - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Willowbrook Homeowners Association, Virginia", and the word "Seal."

ARTICLE XV - AMENDMENTS

Section 1.

These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control. In case of any conflict between Virginia Homeowners Act and these Bylaws, the Virginia Homeowners Act shall control.

ARTICLE XVI - MISCELLANEOUS

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



Rules and Regulations, By-Laws, Incorporation and Declaration

Declaration of Covenants, Conditions and Restrictions

Section 3 Declaration of Covenants, Conditions and Restrictions

(Approved December 3, 1970)

ARTICLE I - DEFINITIONS

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"Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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"Common Area" shall mean all property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

"Declarant" shall mean and refer to National Homes Construction Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II - ANNEXATION OF ADDITIONAL PROPERTIES

Section 1.

Annexation of additional property shall require the assent of two thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty-seven percent (67%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting. In the event that two thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.



Rules and Regulations, By-Laws, Incorporation and Declaration**Declaration of Covenants, Conditions and Restrictions**

Section 2.

If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Deed Book 555, Page 1, of the records of Prince William County, Virginia, such additional lands may be annexed to said Properties without the assent of the Class A members; provided however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional lands must have the assent of two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty seven percent (67%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such 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.

ARTICLE III - MEMBERSHIP

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

ARTICLE IV - VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A.

Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B.

The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:



Rules and Regulations, By-Laws, Incorporation and Declaration

Declaration of Covenants, Conditions and Restrictions

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.
- (b) On December 31, 1975.

ARTICLE V - PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment.

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

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

Section 2. Delegation of Use.

Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area.

The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

Section 4. Parking Rights.

Ownership of each Lot shall entitle the owner or owners thereon to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible,



Rules and Regulations, By-Laws, Incorporation and Declaration**Declaration of Covenants, Conditions and Restrictions**

together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one (1) vehicular parking space for each dwelling.

ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS**Section 1. Creation of the Lien and Personal Obligation of Assessments.**

The Declarant, for each Lot owned within the Properties, after the construction of improvements (townhouses) has been completed, hereby covenants, and each Owner of any Lot by acceptance of a deed thereafter, whether or not it shall be so expressed in any such deed or other conveyance, 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 fixed, established, and collected from time to time as hereinafter provided. During the period of construction of improvements (townhouses), the Declarant for each lot owned within the Properties, hereby covenants and agrees to pay to the Association Fifty (50%) percent of the annual assessments or charges and special assessments for capital improvements as provided immediately hereinabove. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest, costs and reasonable attorney's fee 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 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 for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

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 ONE HUNDRED FORTY FOUR and No/100..... Dollars (\$144.00) per Lot.

- (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 effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.
- (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 that established by the Consumer Price Index formula by a vote of the members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, provided that any such change shall have the assent of 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, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.



Rules and Regulations, By-Laws, Incorporation and Declaration

Declaration of Covenants, Conditions and Restrictions

- (c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4.

At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty-seven percent (67%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments.

Due Dates. The annual assessments provided for herein shall commence to all Lots on the first day of the month following the conveyance of the Common Area. 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 at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. . Effect of Non-Payment of Assessments: Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees on 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 Property or abandonment of his Lot.



Rules and Regulations, By-Laws, Incorporation and Declaration

Declaration of Covenants, Conditions and Restrictions

Section 9. Subordination of the Lien to Mortgagee.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof 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.

Section 10. Exempt Property.

The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to an 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 State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VII - PARTY WALLS

Section 1. General Rules of Law to Apply.

Each wall which is built as a part of the original construction of the home upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party wall and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing or Repair and Maintenance.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty.

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

Section 4. Weatherproofing.

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

Section 5. Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration.

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



Rules and Regulations, By-Laws, Incorporation and Declaration**Declaration of Covenants, Conditions and Restrictions**

ARTICLE VIII - ARCHITECTURAL CONTROL

No building, accessory building, or structure, shed, awning, porch, or porch covering, garage, trailer, tent, driveway, back fence, hedges, screens, barns, driveways, wall or other structures shall be allowed, constructed, or altered upon any Lot or house thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality of workmanship, design, colors, and materials and harmony of same to the project as a whole. No structure built upon any of the said Lots shall have the exterior painted without the proposed color thereof having been approved by the said Architectural Control Committee.

No front or side yard fence, wall or walls, or other similar type structures shall be allowed except those constructed by or on behalf of the Declarant.

No fence, wall, hedge, or shrub over 3 feet high shall be allowed to be erected, planted, or constructed upon any Lot which is located at the intersection of two (2) streets. The purpose of such covenant being to avoid obstruction of view at such intersections.

No exterior clothesline, or hanging device shall be allowed upon any Lot.

No roof top antenna may be installed or used except upon approval of the Architectural Control Committee.

The Architectural Control Committee shall be appointed by the Board of Directors and shall consist of three (3) or more members.

Applications for approval of any item covered above shall be made to the Architectural Control Committee in writing, accompanied by complete plans and specifications. The said committee is empowered to reject any plans and/or specifications which it does not deem adequate. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IX - EXTERIOR MAINTENANCE

In the event any owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the rights, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE X - USE RESTRICTIONS

No lot shall be used except for residential purposes, or for professional offices, or for a builder's construction or sales office during the construction and sale period.

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

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property



Rules and Regulations, By-Laws, Incorporation and Declaration

Declaration of Covenants, Conditions and Restrictions

for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

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 provided that they are not kept, bred, or maintained for a commercial purpose.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No individual sewage disposal system shall be permitted on any Lot.

No individual water supply system shall be permitted on any Lot.

ARTICLE XI - EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities, and access to all lots are reserved as shown on the recorded plat of the project. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities or access to other Lots. The easement area of each Lot and all improvements (if any) on it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XII - GENERAL PROVISIONS

Section 1. Enforcement.

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

Section 2. Severability.

Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment.

The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. FHA / VA Approval.

As long as there is a Class B membership the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties,



Rules and Regulations, By-Laws, Incorporation and Declaration

Declaration of Covenants, Conditions and Restrictions

dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

The original Declaration of Covenants, Conditions and Restrictions were dated and filed at:

December 3, 1970.

State of Virginia, City of Alexandria

Book No. 570, Page 454

Signed by John B. Conley, Vice President

National Homes Construction Corporation



Rules and Regulations, By-Laws, Incorporation and Declaration

Incorporation of Willowbrook Homeowners Associations

Section 4 Incorporation of Willowbrook Homeowners Associations

(Approved December 4, 1970)

This is to certify that we, the undersigned, do hereby associate ourselves to establish a corporation in and by virtue of the provisions of the Virginia Non-Stock Corporation Act (Chapter 2, 13.1, Code of Virginia 1950, and acts amendatory thereof) for the purposes and in the corporation name hereinafter set forth as follows:

ARTICLE I - NAME OF ASSOCIATION

The name of the corporation is WILLOWBROOK HOMEOWNERS ASSOCIATION, hereinafter called the "Association".

ARTICLE II - INCORPORATION ADDRESS

The registered office of the Association is located at 716 Jefferson Street in the City of Alexandria, Virginia.

ARTICLE III - INITIAL AGENT

Ronald L. Walutes, a resident of Virginia and a member of the Virginia State Bar, whose business address is 716 Jefferson Street, City of Alexandria, Virginia, is hereby appointed the initial registered agent of this Association.

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control as permitted by law, of the residence, Lots and Common Area within that certain tract of property located in Prince William County, Virginia, and described as:

Beginning at an iron pipe found in the northerly right-of-way line of Featherstone Road, State Route #636, said pipe being the southeast corner of Dowson; thence with the lines of Dowson, N 22° 22' 14" E. 199.65 feet, and N 67° 48' 29" W. 99.57 feet to an iron pipe found in the easterly line of Sycamore Street, Featherstone Terrace; thence with the easterly line of Sycamore Street, N 22° 31' 40" E. 123.89 feet; thence through the land of National Homes Construction Corp., along a curve to the left, with a radius of 580.00 feet, and a chord bearing and chord of N 84° 49' 50" E. and 213.03 feet, respectively, a distance of 214.24 feet to a point; N 74° 14' 56" E. 81.53 feet to a point; along a curve to the right, with a radius of 720.00 feet, and a chord bearing and chord on N 81° 08' 19" E. and 172.74 feet, respectively, a distance of 173.16 feet to a point; N 01° 58' 18" W. 15.87 feet to a point; along a curve to the left, with a radius of 125.00 feet, and a chord bearing and chord of N 43° 21' 01" E. and 156.77 feet, respectively, a distance of 169.44 feet to a point; N 04° 31' 00" E. 18.87 feet to a point; S 85° 29' 00" E. 7.52 feet to a point; along a curve to the right, with a radius of 21 0.00 feet, and a chord bearing and chord of S 51° 05' 29" E. and 237.24 feet, respectively, a distance of 252.11 feet to a point; S 16° 41' 58" E. 116.06 feet to a point; S 61° 36' 10" W. 80.95 feet to a point; S 28° 23' 50" E. 369.01 feet to a point; along a curve to the right, with a radius of 527.17 feet, and a chord bearing and chord of S 23° 30' 49" E. and 89.76 feet, respectively, a distance of 89.86 feet to a point; S 18° 37' 49" E. 165.71 feet to a point; along a curve to the right, with a radius of 320.00 feet, and a chord bearing and chord of S 10° 05' 30" E. and 95.02 feet,



Rules and Regulations, By-Laws, Incorporation and Declaration

Incorporation of Willowbrook Homeowners Associations

respectively, a distance of 95.38 feet to a point; and S 01° 33' 12" E. 17.15 feet to a point in the northerly line of Featherstone Road, State Route #636; thence along said line, N 67° 54' 56" W. 1118.78 feet to the beginning, containing 11.9678 acres.

And to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article IX herein, and for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and restrictions, hereinafter called the "Declaration", applicable to the property and to be recorded in the office of the Clerk of the Circuit Court of Prince William County, Virginia, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and endorse payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
- (e) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Virginia by law may now or hereafter have or exercise.

ARTICLE V - MEMBERSHIP

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

No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE VI - VOTING RIGHTS

The association shall have two classes of voting membership;

Class A:

Class A members shall be all those Owners as defined in Article V with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article V. When more than one person holds such interest in any Lot, all such persons



Rules and Regulations, By-Laws, Incorporation and Declaration

Incorporation of Willowbrook Homeowners Associations

shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B:

The Class B member(s) shall be the Declarant (as defined in the Declaration). The Class B member(s) shall be entitled to three (3) votes for each lot in which it hold the interest required for membership by Article V. provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in Class A. membership equal the total votes outstanding in the class B membership; or
- (b) on December 31, 1975.

BOARDS OF DIRECTORS

The affairs of this Association shall be managed by a board of nine (9) Directors, who need not to be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

William E. Snapp
4716 Dolphin Lane
Alexandria, VA

Ronald L. Walutes
3809 Moore Place
Alexandria, VA

Joseph A. Stover
8505 Washington Avenue
Alexandria, VA

Clement J. Wall
3219 Highland Lane
Fairfax, VA

Aileen Newton
5704 Norton Road
Alexandria, VA

Annie L. Torbik
6704 Hallwood Ave.
Falls Church, VA

Shirley Wahab
6210 the Parkway
Alexandria, VA

Carol Logan
8119 Rolling Road
Springfield, VA

Helen Walutes
3809 Moore Place
Alexandria, VA

At the first annual meeting the directors shall be divided into three classes as nearly equal as possible and one-third of the directors shall be elected for a term of one year, one-third of the directors shall be elected for a term of two years and one-third of the directors shall be elected for a term of three years. Thereafter, all directors shall be elected for three year terms.

ARTICLE VIII - LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed FIVE THOUSAND DOLLARS (\$5,000.00) while there is a Class B membership, and thereafter shall not exceed 150 percent of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the membership.



Rules and Regulations, By-Laws, Incorporation and Declaration**Incorporation of Willowbrook Homeowners Associations**

ARTICLE IX - ANNEXATION OF ADDITIONAL PROPERTIESSection 1.

The Association may, at any time, annex additional residential properties and common areas to the Properties described in Article IV, and so add to its membership under the provisions of Article V, provided that any such annexation shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any.

Section 2.

If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in the Deed recorded in Deed Book 555, at page 1, of the land records of Prince William County, Virginia, such additional lands may be annexed to said Properties without the assent of the Class A members, provided however, that the development of the additional land shall be in accordance with a general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant the development of the additional lands must have the assent of the membership authorized to vote two-thirds (2/3) of the total authorized votes of the class A members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

At this meeting the presence of members or of proxies entitled to cast sixty-seven percent (67%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such 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.

ARTICLE X - MERGERS AND CONSOLIDATION

To the extent permitted by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of more than two thirds any such merger or consolidation shall have the assent of more than two-thirds (2/3) of the entire Class A membership and more than two-thirds (2/3) of the entire Class B membership, if any.

ARTICLE XI - AUTHORITY TO MORTGAGE

Any mortgage by the Association of the Common Area defined in the Declaration shall have the assent of more than two-thirds (2/3) of the entire Class A membership and more than two-thirds (2/3) of the Class B membership, if any.



Rules and Regulations, By-Laws, Incorporation and Declaration

Incorporation of Willowbrook Homeowners Associations

ARTICLE XII - AUTHORITY TO DEDICATE

The association shall have power to 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 the members. No such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast more than two-thirds (2/3) of the votes of the entire Class A membership and more than two-thirds (2/3) of the entire Class B membership, if any, agreeing to such dedication, sale or transfer.

ARTICLE XIII - DISSOLUTION

The Association may be dissolved at a duly held meeting as provided in 13.1-248 of the Code of Virginia. Upon dissolution of the Association, the assets, both real and personal of the Association shall be dedicated to any appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association, provided that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE XIV - DURATION

The corporation shall exist perpetually.

ARTICLE XV - MEETINGS FOR ACTIONS GOVERNED BY ARTICLES VIII THROUGH XIII

In order to take action under Articles VIII through XIII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting, for amendments, mergers or consolidations, and for all other purposes notices shall be not less than ten (10) days nor more than fifty (50) days in advance of the meeting. The presence of members or of proxies entitled to cast sixty-seven percent (67%) of the votes of each class of membership shall constitute a quorum.

ARTICLE XVI - 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, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 20th day of November, 1970.



Rules and Regulations, By-Laws, Incorporation and Declaration

Incorporation of Willowbrook Homeowners Associations

The Witnesses that signed the original Article of Incorporation were:

William E. Snapp

Ronald L. Walutes

Joseph A. Stover

The original Articles of Incorporation were filed with the Commonwealth of Virginia at Richmond on December 4, 1970.

The original Articles of Incorporation were filed with the Corporation Court City of Alexandria in book 48 page 263 on the 16th December, 1970.

