

Amberwoods Holly Knoll III Homeowners Association Bylaws are subject to the  
Virginia Property Owners' Association Act of 1991.

BYLAWS  
OF  
AMBERWOODS THIRD HOLLY KNOLL  
HOMEOWNERS ASSOCIATION

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## ARTICLE I. NAME and LOCATION

The name of the corporation is THIRD HOLLY KNOLL HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at the address of the incumbent president, but meetings of members and directors may be held at such places within the Commonwealth of Virginia as may be designated by the Board of Directors.

## ARTICLE II. DEFINITIONS

**Section 1.** "Association" shall mean and refer to Third Holly Knoll Homeowners Association, its successors and assigns.

**Section 2.** "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 the Circuit Court of Fairfax County, Virginia.

**Section 3.** "Properties" shall mean and refer to that certain real property described in the "Declaration" and such additions thereto, which, from time to time, may be brought within the jurisdiction of the Association.

**Section 4.** "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association. At this time, the Common Area consists of Parcels D, E, and F, Section 11A HOLLY KNOLL.

**Section 5.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area and streets dedicated to public use.

**Section 6.** "Member" shall mean and refer to every person or entity who holds a membership in the Association.

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

**Section 8.** "Declarant" shall mean and collectively refer to Holly Knoll III and its successors and assigns, if such successors or assigns should acquire from the Declarant (*including by foreclosure or*

*deed in lieu of foreclosure*) two (2) or more undeveloped Lots for the purpose of development, any person or entity that may dedicate, subdivide and submit to the Declaration all or a portion of the real property described in Deed Book 5636, at page 1958, among the land records of Fairfax County.

**Section 9.** “*Mortgage*” shall mean and refer to any person or entity secured by a first mortgage or first deed of trust on any Lot or the Common Area and who has notified the Association of this fact.

### **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 of record to assessment by the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. A Mortgagee in possession of a Lot shall be entitled to exercise the Owner’s rights in the Association with regard thereto.

### **ARTICLE IV. VOTING RIGHTS**

Members shall be all those Owners as defined herein 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.

### **ARTICLE V. PROPERTY RIGHTS**

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

- a.) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b.) The right of the Association to limit the number of guests of members at such recreational facility;
- c.) The right of the Association, in accordance with the Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, with the assent of more than two-thirds (2/3) of each class of the members who are voting in person or by proxy, at a meeting duly called for this purpose, to mortgage said property, subject to the Declaration and the easement of enjoyment created hereby, and to acquire property encumbered by the lien or liens of the deed or deeds of trust securing improvements on said property, *provided that* any such mortgage of the Common Area must state that it is subject to the Declaration and the easement of enjoyment created hereby and shall not be in conflict with its designation as “*open space*”;

- d.) The right of the Association to suspend the voting rights and right to the use of any recreational facilities constructed on the Common Area by a member for any period during which any assessment against his/her Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- e.) The right of the Association at any time and consistent with the then existing zoning ordinances of Fairfax County and its designation as “*open space*,” or upon dissolution 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, *provided that* any such dedication or transfer shall have the assent of more than two-thirds (2/3) of each class of the 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 twenty-five (25) days or more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. Upon such assent and in accordance therewith, the officers of the Association shall execute the necessary documents;
- f.) The right of the Association to grant any public utility with or without payment of damages to the Association, and consistent with the “*open space*” designation thereof, easements for the construction, reconstruction, installation, repair, and/or necessary maintenance of utility lines through or over any portion of the Common Areas. The foregoing shall not be construed, however, to permit any such public utility to acquire or damage any improvements situate upon the Common Areas, or other structures or installations situate thereon which would otherwise be deemed to be part of the realty, without the payment of damages, including severance or resulting damages, if any to the Association, all in amounts and in a manner now or hereafter governing proceedings for the acquisition of private property for public use by condemnation in this Commonwealth; and
- g.) The right of the Association to lease Common Area, provided, however, that such lease(s) must:
  - 1.) be only to non-profit organizations;
  - 2.) such organizations must give preference to members of the Association with regard to membership and use of facilities;
  - 3.) prohibit assignment and subleasing;
  - 4.) require approval by the Association of uses of the Common Area and the facilities which must be in accordance with the Declaration;
  - 5.) be consistent with the then existing ordinances of the County; and
  - 6.) be consistent with the open space designation thereof.
- h.) In accordance with the Fairfax County leash law, dogs are required to be leashed when not on homeowner’s own property.

**Section 2.** Delegation of Use. Any member may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, his/her tenants, or contract purchasers who reside on the member’s Lot.

## **ARTICLE VI. BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

**Section 1.** Number. The affairs of this Association shall be managed by a Board of Directors who need not be members of the Association. Unless the Articles are amended the maximum number of

Directors shall be seven (7). The initial and minimum number of Directors shall be three (3) which may be increased to as many as seven (7) by amendment of these Bylaws.

**Section 2.** Election. At the first annual meeting the member shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and as the term of such directors expires new directors shall be elected for terms of three years.

**Section 3.** Removal. Any directors may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

**Section 4.** Compensation. No director shall receive compensation for any service s/he may render to the Association in his/her capacity as a director. However, any director may be reimbursed for his/her actual reasonable expenses incurred in the performance of his/her duties as a director.

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

**Section 6.** Indemnification. Each director of the Association, in consideration of his/her services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him/her in connection with the defense of any action, suit, or proceeding, civil or criminal, to which s/he may be a party by reason of his/her past or present role in the Association unless such action was as a result of gross neglect or willful misconduct.

## **ARTICLE VII. MEETINGS OF DIRECTORS**

**Section 1.** Regular Meetings. Regular meetings of the Board of Directors shall be held at least once per calendar year at such place and hour as may be fixed from time to time by resolution of the Board. 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 directors, after not less than three (3) days notice to each director.

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

## ARTICLE VIII. NOMINATION AND ELECTION OF DIRECTORS

**Section 1.** Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors sixty (60) to ninety (90) days prior to 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 or non-members.

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

## ARTICLE IX. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- a.) To 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.) To suspend the voting rights and right to the use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and;
- c.) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- d.) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- e.) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- f.) In compliance with the Virginia State Property Owners' Association Act §55-514, authority to levy special assessments.
  1. In addition to all other assessments which are authorized in the declaration, the Board of Directors of an Association shall have the power to levy a periodic special assessment against its members if the purpose in so doing is found by such Board to be in the best interests of the Association and the proceeds of such assessment are used primarily for the maintenance and upkeep, including capital expenditures, of the Common Area. Any such special assessment may be rescinded by majority vote of the members attending a meeting of the membership convened in accordance with the provisions of the

Association's declaration within sixty (60) days of receipt of the notice of such assessment.

2. The failure of a member to pay the special assessment allowed by subsection 1. shall entitle the association to the lien provided by §55-516 as well as any other rights afforded a creditor under law.
  3. The failure of a member to pay the special assessment allowed by subsection 1. will provide the association with the right to deny such member access to any or all of the Common Areas. Notwithstanding the immediately preceding sentence, direct access to such member's lot over any road within the development which is a Common Area shall be denied said member. (1989, c. 679.)
- g.) The Board shall be required to hold a meeting seventy-five (75) days prior to the levying of any special assessment against the homeowners and two-thirds (2/3) vote of the attendees and proxies at that meeting will constitute a majority.

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

- a.) To cause to be kept a complete record of all its acts and corporate affairs and to represent a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- b.) To 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:
  - 1.) to fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of annual assessment period, as hereinafter provided in Article XIV; and
  - 2.) to send written notices of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- d.) To issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.
- e.) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;
- f.) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- g.) To cause the Common Area to be maintained in accordance with the standards adopted by the Board; and
- h.) To authorize expenditure to accomplish the foregoing up to a \$500.00 cap, (the cap shall increment at \$100 every 5 years from 1985) for each line item. If the expenditure exceed the current Cap, a special meeting of the association will be called by the President to vote on the issue. It requires two-thirds (2/3) of the attending members and proxies to carry.

## ARTICLE X. COMMITTEES

The Association shall appoint an Architectural Review Board as provided in the Declaration and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes. 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 of 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.

## ARTICLE XI. MEETING OF MEMBERS

**Section 1.** Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held within ten (10) to fourteen (14) months but at least once in each calendar year, at such day and time as set by the Board of Directors. 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 upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

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

**Section 4.** Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of all of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5.** Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be delivered to the community secretary (signature affixed) via electronic image/e-mail, mail, or by personal delivery prior to the annual meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot.

## ARTICLE XII. OFFICERS AND THEIR DUTIES

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

**Section 2.** Election of Officers. The election of officers shall take place at the annual meeting of the members.

**Section 3.** Term. The officers of this Association shall be elected annually by the Board. The normal period of service for the President is three (3) years, the Treasurer two (2) years, and all other board members one (1) year.

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

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

**Section 6.** Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer s/he replaces.

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

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

- a.) *President:* the President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds, and other written instruments.
- b.) *Vice President:* the Vice President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- c.) *Secretary:* the Secretary shall record the votes, and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board 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; and
- d.) *Treasurer:* the Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.



## ARTICLE XIII. ARCHITECTURAL REVIEW BOARD

**Section 1.** Composition. The Architectural Review Board shall be comprised of three or more members. Members shall serve staggered three (3) year terms, as determined by the Board of Directors.

**Section 2.** Method of Selection. The Board of Directors shall appoint the Architectural Review Board.

**Section 3.** Vacancies. Appointments to fill vacancies in unexpired terms shall be made in the same manner as the original appointment.

**Section 4.** Officers. At the first meeting of the Architectural Review Board following each Annual Meeting of Members, the Architectural Review Board shall elect from among themselves, a Chairman, Vice Chairman, and Secretary who shall perform the usual duties of their respective offices.

**Section 5.** Duties. The Architectural Review Board shall regulate the external design, appearance, and locations of the Properties and improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. In furtherance thereof, the Architectural Review Board shall:

- a.) Review and approve, modify or disapprove, within thirty (30) days, all written applications of Owners and of the Association for improvements or additions to Lots or Common Areas;
- b.) Periodically inspect the Properties for compliance with architectural standards and approved plans for alteration;
- c.) Adopt architectural standards subject to the confirmation of the Board of Directors;
- d.) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions; and
- e.) Maintain complete and accurate records of all actions taken.

## ARTICLE XIV. COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1.** Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- a.) Annual assessments or charges; and
- b.) Special assessments for capital improvements, or other specified items, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collections thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, also shall be the personal obligation of the person who was the Owner of such Lot

at the time when the assessment fell due and shall not pass to his/her 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 payment of taxes and improvements and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

**Section 3.** Basis and Maximum of Annual Assessments.

- a.) From and after January 1 of the year immediately following the conveyance of the first Lot, 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 (*All Items Index*) for the Washington, D.C. standard metropolitan area (*published by the Department of Labor, Washington, D.C.*) for the year ending the preceding July 1, or five percent (5%), whichever is greater;
- b.) From and after January 1 of the year immediately following the conveyance of the first Lot, the maximum annual assessment may be increased above that established by subparagraph (1), for the next succeeding three (3) years, provided that any such change shall have the assent by a vote of more than two-thirds (2/3) of each class of the 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 twenty-five (25) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.
- c.) After consideration of current maintenance costs and further 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. 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 repair or replacement of a capital improvement upon the Common Area, including the fixtures and personal property related thereto, or other specified purpose.

**Section 5.** Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots not owned by the Declarant. Any unoccupied Lot or Lots owned by the Declarant so long as the Declarant has Class B membership status. As long as the Declarant retains the right to pay only partial assessments for the unoccupied Lots in any section, he agrees that the Association shall not permit deficit spending and he agrees to fund any deficit spending that may occur. Thereafter, such Lots will be assessed at the rate for those Lots not owned by the Declarant.

**Section 6.** Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 herein, the presence at the meeting of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of 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 of herein shall commence as to all Lots, in any section, no later than thirty (30) days following the conveyance of the Common Area pertaining to that section. 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 in writing signed by an officer of the Association setting forth whether the assessments of 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.** Remedies of the Association in the Event of Default. If any 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 eight percent (8%) per annum. The Association at its discretion may:

- a.) Impose a penalty as previously established by rule;
- b.) Accelerate the required payment date of the entire remaining annual assessment; or
- c.) Bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

**Section 9.** Subordination of the lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first trust or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

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

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

## **ARTICLE XV. BOOKS AND RECORDS**

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principle office of the Association, where copies may be purchased at reasonable cost. This right may be exercised at a mutually convenient time and location and upon five (5) days written notice.

## **ARTICLE XVI. CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Third Holly Knoll Homeowners Association, a Virginia non-stock corporation.

## **ARTICLE XVII. AMENDMENTS**

These Bylaws may be amended, at a regular or special meeting of the members, by a vote of the majority of a quorum of members present in person or by proxy, except that if the Lots have been approved by FHA or VA financing, the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments so long as a Class B membership exists.

## **ARTICLE XVIII MISCELLANEOUS**

**Section 1.** The fiscal year of the Association shall begin on the first day of March and end on the 28<sup>th</sup> day of February of every year, except that the first fiscal year shall begin on the date of incorporation, provided that said dates fixing the fiscal year may be adjusted at the discretion of the Board.

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

# **ARCHITECTURAL REVIEW COMMITTEE GUIDELINES**

## **(Also Used by Holly Knoll II Association)**

The Architectural Review Committee (ARC) of the Third Holly Knoll Homeowners (Association) is charged with the preservation of the values and of the aesthetic character of the community. The ARC functions by reviewing plans and specifications for proposed external property modifications or new construction to assure compliance with the Declarations and the maintenance of a quality community. ARC approval of proposed construction is required prior to the initiation of any work. The ARC, with Association Board approval, may adopt and promulgate reasonable rules and regulations establishing criteria with respect to the administration, interpretation and enforcement of the provisions of the Declaration. The ARC, in addition, performs physical surveys of the Community and reviews complaints by individual property owners to determine if the standards and/or spirit of the Declaration have been violated.

ARC Guidelines are a supplement to the Declaration of Covenants, Conditions and Restrictions given each homeowner at settlement. These guidelines do not remove the homeowner's responsibility of meeting all provisions of said Declaration. The intent of these guidelines is to facilitate the homeowner in obtaining approval of any exterior alterations or additions to his/her property.

These Guidelines and subsequent ARC approval do not remove the homeowner's responsibility to meet all Fairfax County ordinances, regulations, or restrictions and obtain necessary permits.

All provisions of the Declaration and these Guidelines apply to both the owner and, if rented, to the occupant of the property. It is mandatory that this be added in the leasing agreements.

## **I. APPLICATION REQUIREMENTS**

### **A. Application Procedures**

1. The Covenants state each proposal must be specifically approved even though said improvement conforms to these guidelines.
2. Applications must be submitted in duplicate. Oral requests will not be considered. Obtain application forms from any member of the ARC.
3. Applications must be submitted via mail or in person to any member of the ARC.
4. Verification of applications received will be returned for each application received.
5. Applications will be reviewed by the ARC.
6. If a decision is not given by the ARC within 30 days after receiving the request, the applicant may proceed with the work and application is automatically approved.
7. A rejected proposal may be appealed in person or in writing to the ARC. If the appellant is still dissatisfied with the ARC's decision, s/he may then appeal to the Board of Directors of the Association. The decision of the Board shall be final.

## **B. Application Information**

1. All applications must include:
  - a. Plat plan showing location of new construction;
  - b. All dimensions (length, width, height, roof slope, etc.);
  - c. Detailed sketch of finished construction;
  - d. Description of construction materials;
  - e. Colors of finish of completed construction (indicate present colors).
2. In addition, fence applications will include a certified plat plan and a drawing showing the location of existing fences of adjacent neighbors. If connecting to a neighbor's fence, written permission from that neighbor shall be necessary.

## **C. Processing of Application**

1. The Architectural Review Committee, with the approval of the Board of Directors, is authorized to:
  - a. Approve or disapprove any application based on the ARC-approved Guidelines, or the Covenants, Conditions and Restrictions of the Association. The ARC shall also be authorized to disapprove any applicant in default of his/her obligations as set forth by the Declaration;
  - b. Report any possible violation in writing to the homeowner and recommend any corrective action to the Board;
  - c. Follow up on any application forwarded to the Committee for action and approve or disapprove any application in writing in a timely fashion;
  - d. Periodically review these Guidelines;
  - e. Consult when appropriate, the neighbors of any applicant whose application includes a structural modification to the applicant's existing dwelling;
  - f. Request that any objections encountered in said consultations be provided to the ARC, signed and in writing, prior to the ARC's consideration of the affected application (time and date to be set by the ARC) and that said objections be made a part of the permanent ARC record;
  - g. Keep and maintain minutes of all ARC meetings, noting specifically persons in attendance, issues discussed, and action taken;
  - h. Hear and rule on all Appeals brought before the ARC and make recommendations to the Association's Board of Directors on any existing violation.

## II. SPECIFIC PROJECT REQUIREMENTS

### A. Building Alterations, Additions

#### 1. General

- a. Any additions to an existing building, or exterior alteration, modification or change to an existing building, including changes in color, must have the approval of the ARC before any work is undertaken. Examples of such projects include a screened porch, greenhouse, fireplace, fence installation, patio/deck covers, etc.
- b. Any addition, exterior alteration, modification or change to an existing building shall be compatible with the design character of the original building.

#### 2. Materials and Color

- a. Only the exterior materials compatible with the parent structure or with the architectural design character of the community will be approved.
- b. No change in the exterior colors of any dwelling house shall be made without the express written authorization of the ARC.
- c. ARC approval is not required to repaint or restain structures to their original colors.
- d. ARC approval is required to paint or stain any originally unpainted areas (brick, concrete, etc.).

### B. Fences, Screens and Enclosures

#### 1. Height

- a. No property fence shall exceed 6 feet in height and shall be at least 50% open design except for those lots on which a swimming pool is located. On those lots the height will be the minimum required by Fairfax County.
- b. Screens and enclosures (such as those around patios) shall meet minimum standards as set forth in Section 10 of the restrictive covenants of the Association.

#### 2. Location

- a. Under no circumstances shall any fence extend forward of the front line of the dwelling house.
- b. When fences do not extend to the property line because of topography, the homeowner will be requested to erect a "false front" if his/her neighbor builds a fence to avoid an "alley" effect between fences.

3. Materials, Finish and Type
  - a. Chain-link, metal screening or other similar use of metal wire will not be approved for any structure or enclosure. Unobtrusive neutral colored fine wire mesh may be approved for pet containment purposes.
  - b. Stone or brick walls or entrance columns must have the approval of the ARC. Use of concrete or concrete building block walls will not be approved.
  - c. Acceptable finishes are trim colors, wood stain, base house colors, or natural.

**C. Swimming Pools**

1. Swimming pools must have the approval of the ARC before the work is undertaken.
2. Swimming pools will be approved by the ARC only after careful considerations of the effect such a pool will have on neighboring lots.
3. The ARC will not consider applications for the construction of swimming pools unless the applications are accompanied by applications for acceptable fences. The pool design shall conform to County regulations.

**D. Landscaping and Planting**

1. Landscaping work and planting in general do not require the approval of the ARC.
2. Trees, hedges and shrubs which restrict sight lines for vehicular traffic shall not be allowed.
3. Hedges located in front yards shall not exceed three feet in height.

**E. Miscellaneous**

1. Driveways

Extensions, widening or rerouting of existing driveways shall have the approval of the ARC before any work is undertaken.

2. Play/Sport Equipment

- a. Semi-permanent children's play equipment such as sandboxes, pools, swings, slides, playhouses and tents shall not require the approval of the ARC provided that such equipment is not located forward of the rear house line and every reasonable effort has been made to shield such equipment from view of the street.
- b. Basketball backboards and supports should be made less obtrusive by staining or painting to match the house trim color.



3. Antennas/Satellite Dishes/Solar Panels

Installation of a solar panel or antenna that is not a standard household antenna is not allowed. Installation of a standard household antenna, or Satellite Dish that is less than 39 inches in diameter (1 meter), is allowed as long as it meets the requirements of the August 1996 FCC Telecommunications Act. Eighteen (18) inch dishes, or smaller, are preferred, and should not be placed in an area that could pose a safety issue. Every reasonable effort should be made to shield such equipment from view from the street.

### **III. ENFORCEMENT**

The ARC is charged with providing regulations regarding the enforcement of the provisions of the Declaration of Covenants, Conditions and Restrictions. The Association, the ARC, or any property owner has the right to enforce these Covenants and Restrictions by any proceeding at law or in equity, to require specific conformance to the Covenants, to recover damages, and the expense of such enforcement shall be chargeable to the owner of the property violating these Restrictions.

### **IV. RECOMMENDATIONS**

**A. Exterior Lighting**

Exterior lighting should not be directed in such a manner as to create an annoyance to neighbors. Walk and driveway lighting should be spaced far enough apart so as to preclude a "runway" effect.

**B. Pools**

The use of planting in the vicinity of the pool is recommended to soften the effect of sound on the adjacent lots.

**C. Trash and Refuse Containers**

Trash and refuse containers should be stored so that they cannot be seen from the street and adjacent properties. Such containers should not be placed on the street prior to the night before pick-ups and should be removed on the day of collection.

**D. Fences**

When proposing fence placement to the front house line, careful consideration should be given to the visual or aesthetic effect this may have on adjacent and surrounding properties. Recommended material for fence construction is wood.

**E. Vehicles**

Vehicles such as RV's, vans, pick-ups, etc., which are used infrequently should be parked in a manner which will not be unsightly.

**F. Equipment**

Equipment, e.g., lawnmowers, snowplows, etc. should be stored inside or hidden from view from the street or neighbor.

Prior to beginning any exterior home improvements (decks, additions, fences, pools, painting, etc.)

Please mail to:

Architectural Review Committee  
Third Holly Knoll Homeowners Association (Amberwoods),  
c/o Architectural Review Committee  
P.O. Box 328, Great Falls, VA 22066

**THIRD HOLLY KNOLL (AMBERWOODS)  
HOMEOWNERS ASSOCIATION**

ARCHITECTURAL REVIEW COMMITTEE  
APPLICATION FORM

\_\_\_\_\_ Date \_\_\_\_\_ Lot #

\_\_\_\_\_ Name

Address \_\_\_\_\_  
\_\_\_\_\_

Phone Home: \_\_\_\_\_ Work: \_\_\_\_\_

Subject of Request: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

Request:

Permission is hereby granted for members of the Architectural Review Committee of Amberwoods Homeowners Association Board Member to enter onto my property to make reasonable inspection of proposed construction locations.

OWNER SIGNATURE: \_\_\_\_\_

Amberwoods Holly Knoll III Homeowners Association Bylaws  
Record of Bylaws Modifications

Ver	Dated	Author	Date Approved	Approved by:	Brief
1	Original		1985	Developer	Original
2	8/1/2013	Becci Collier	9/1/2013	Board	First Electronic Copy (retyped)
3	4/17/2015	Philip Carruthers	4/17/2015	Board	Modifications Article IX and XI