

**BYLAWS
OF
HARPERS SQUARE CLUSTER ASSOCIATION**

Revised November 1, 2016

ARTICLE I - OFFICES

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

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

ARTICLE II - MEMBERS

Section 1. Membership in the Corporation. The following shall be members of the corporation: All persons owning of record any dwelling unit on the property shown within Harpers Square Cluster on the present or any subsequently recorded plat attached to the Deed of Dedication for land within Block 2, Section 24A, Reston, for which the Cluster common area is conveyed to the Cluster Association (the said land shown on any such Deed of Dedication being hereinafter referred to as the "Property"). A person taking title to any dwelling unit or lot as security for the payment of money or the performance of an obligation shall not be a member of the corporation.

No person shall be a member of the corporation after s/he ceases to be the owner of record of any dwelling unit on the Property.

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

Each member of the corporation, by becoming such, agrees that s/he shall be personally responsible for the payment of the charges created under the Deed of Dedication with respect to the dwelling unit s/he owns and for compliance by him or herself, his/her family, guests, and invitees, with the provisions of the said Deed and the rules and regulations adopted by the corporation with respect to the Property.

Each member of the corporation who rents his/her unit shall include in the lease a requirement that the tenant agrees to abide by the Association Bylaws and any rules and regulations just as the tenant would if s/he were an owner and member of the corporation and further agrees to pay any costs of enforcement of said Bylaws or rules and regulations should same become necessary, including reasonable attorney's fees.

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

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

(A) Any person owning more than one dwelling unit shall have the number of votes equal to the number of dwelling units owned.

(B) When any dwelling unit on the Property is owned of record in joint tenancy or tenancy-in-common, or in any other manner of joint or common ownership, such owners shall collectively be entitled to only that number of votes to which one person would be entitled were s/he the owner of such dwelling unit. Such vote shall be exercised only by the unanimous action or consent of the owners of record of such dwelling unit who are entitled to vote with respect thereto.

(C) Voting by proxy is expressly prohibited.

Section 3. Complaint resolution. The members shall follow the complaint procedure as outlined in Annex B.

ARTICLE III - MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the membership shall be held annually on the first Saturday in November at the hour of 9 a.m. for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the date fixed for the annual meeting shall be a legal holiday in the place where the meeting is to be held, such meeting shall be held on the next succeeding Saturday. If the election of directors shall not be held on the day designated herein for the annual meeting or at any adjournment thereof, or pursuant to Section 5 hereof, the Board of Directors shall cause the election to be held at a special meeting of the members held as soon thereafter as conveniently may be. If a majority of the Board of Directors cannot be present for the date fixed for the annual meeting, such meeting shall be held on the closest Saturday to the fixed date as possible, so that a majority of the Board of Directors can be present.

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

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

Section 4. Notice of Meetings. The corporation shall publish notice of any annual or special meeting of members in the manner provided by law. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall also be mailed or delivered not less than ten (10) or more than fifty (50) days before the date of the meeting, except as otherwise specified by law, either personally or by mail or by electronic means, including posting on the Association website, by or at the direction of the President or the Secretary or the person calling the meeting, to each member of the corporation at his/her address as shown on the records of the corporation. A member may, in a writing signed by him or her, waive notice of any meeting before or after the date of

meeting stated therein. Failure to mail or deliver any notice to any member shall not affect the validity of the published notice.

Section 5. Informal Action by Members. Any action required or permitted by law to be taken at a meeting of the members of the corporation may be taken without a meeting, if a consent in writing setting forth the action so taken shall be signed by all of the members of the corporation.

Section 6. Quorum and Manner of Acting. Members holding one-fifth of the total votes shall constitute a quorum at any meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the members, unless the act of a greater number is required by law, or by the Articles of Incorporation of the corporation, or by these Bylaws.

Section 7. Conduct of Meetings. The directors may make such regulations as they deem advisable for any meeting of members in regard to proof of membership in the corporation, evidence of the right to vote, the appointment and duties of inspectors of votes, and such other matters concerning the conduct of the meeting as they shall deem fit. Such regulations shall be binding upon the corporation and its members.

ARTICLE IV - DIRECTORS

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

Section 2. Number and Tenure. The number of directors shall be five. The length of the initial term of each of the directors constituting the initial Board of Directors shall be set forth in paragraph 6 of the Articles of Incorporation. After the designation of the initial Board of Directors, the first election of directors by the members of the corporation shall be held at the annual meeting of the members in 1979. The directors elected by the members at the first election of directors and thereafter, shall be elected for a term of three (3) years, or for the unexpired term of any resigning director, and until their respective successors are elected. Any vacancy occurring in the initial or subsequent Board of Directors may be filled at any meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director and if not previously so filled, shall be filled at the next succeeding meeting of the members of the corporation. Any director elected to fill a vacancy shall serve as such until the expiration of the term of the director, the vacancy in whose position s/he was elected to fill.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held within thirty (30) days of the annual meeting of members at such time and place, within or without the State of Virginia, as may be specified in the notice thereof. If the date fixed for the regular annual meeting shall be a legal holiday in the place where the meeting is to be held, such meeting shall be held on the next succeeding business day. The Board of Directors may provide by resolution the time and place, either within or without the State of Virginia, for the holding of additional regular meetings of the Board of Directors without other notice than such resolution. The ranking officer of the Board of Directors shall preside over the meeting.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within or without the State of Virginia, as the place for holding any special meeting of the Board of Directors called by them.

Section 5. Notice. Notice of any meeting of the Board of Directors for the holding of which notice is required shall be given at least two (2) days previous thereto by written notice delivered personally or sent by mail or electronic mail to each director at his/her address as shown on the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If such notice be given by electronic mail, such notice shall be deemed to be delivered immediately unless a notification is received by the sender indicating otherwise. Any director may, in a writing, signed by him or her, before or after the time of meeting stated therein, waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, by the Articles of Incorporation of the corporation, or by these Bylaws.

Section 6. Quorum. Except as otherwise provided by law or by the Articles of Incorporation of the corporation, or by these Bylaws, a majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Action. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, or by the Articles of Incorporation of the corporation, or by these Bylaws.

Section 8. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors; but nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Informal Action by Directors. Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors.

ARTICLE V - OFFICERS

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

Section 2. Election, Term of Office, and Vacancies. The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. Each officer shall hold office until his/her successor shall have been duly elected, except when the President's term as Director expires as of the date of the annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interest of the corporation will be served thereby.

Section 4. Powers and Duties. The officers of the corporation shall, except as otherwise provided by law, by the Articles of Incorporation, by these Bylaws, or by the Board of Directors, each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the corporation.

ARTICLE VI - COMMITTEES

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

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

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

ARTICLE VII - DISTRIBUTION OF BYLAWS

Section 1. Distribution to Homeowners. It shall be the responsibility of the Secretary or other official designated by the Board of Directors to provide a copy of these Bylaws through the disclosure packet to homeowners at settlement or within thirty (30) days thereafter.

Section 2. Notification of Bylaws Provisions to Non-owner Residents. It shall be the responsibility of any non-resident homeowner, or his/her designated agent, to provide non-owner residents with pertinent information contained in these Bylaws relative to such matters as parking, as well as any other rules and regulations adopted by the Board of Directors with respect to Harpers Square Cluster Association.

Section 3. Notification of Changes. It shall be the responsibility of the Secretary or other official designated by the Board of Directors to notify all homeowners of any changes made in these Bylaws within thirty (30) days of the effective date of such changes.

ARTICLE VIII - CORPORATION FISCAL YEAR

The fiscal year of the corporation shall be from January 1 to December 31, and all financial plans, dues, assessments, etc. shall be based on this period.

ARTICLE IX - DUES

Section 1. Assessment and Billing of Dues. Dues shall be assessed against each member of the corporation for each unit owned by that member. Annual dues for the coming year shall be established at the monthly meeting of the Board of Directors prior to the annual meeting of the corporation members, taking into consideration the anticipated forthcoming expenses based on existing contracts and expenses for the prior year. The annual dues for the coming year shall be confirmed at the annual meeting of the corporation members. Dues shall be billed quarterly and are payable on January 1, April 1, July 1, and October 1. If the installment is not paid within six (6) months, the entire balance of the year's assessment may be accelerated.

Section 2. Late Fee. Dues not paid by the due date shall be subject to a late fee of twenty percent (20%).

Section 3. Collection Action. Dues which have not been paid within thirty (30) days of the due date shall be subject to the following action: The Treasurer of the Board of Directors or his/her authorized agent shall send the member a demand letter stating that the amount due is accruing interest at the rate of 18% per annum. Dues which have not been paid within sixty (60) days of the due date shall be subject to the following action: The Treasurer of the Board of Directors or his/her authorized agent shall send the member a demand letter by certified mail stating that if the account is not made current within thirty (30) days of the date of the letter, the account will be turned over to an attorney for collection, or other action taken as deemed necessary and appropriate if the dues are not paid within the thirty (30) days, unless acceptable alternative arrangements are approved by the Board of Directors. For dues that continue to remain unpaid, a memorandum of lien affecting the homeowner's property may be recorded pursuant to the Virginia Homeowner's Association Act of the Code of Virginia.

Demand letters shall be delivered or mailed to the intended recipient at his/her address of record with the Association. In the absence of a known name or address, a notice may be addressed to "Owner" or "Occupant" at the subject property, and the fact that the owner may not reside thereat shall not invalidate such notice. If a demand letter is sent by registered or certified mail, return receipt requested, it shall be deemed given when mailed.

Note: Harpers Square Cluster resolution dated 25 February 2011, regarding procedure for collection of fees associated with the collection of delinquent accounts shall apply (see Annex A).

Section 4. Returned Check Fee. A \$20.00 returned check fee will be applied to all checks returned by the Member's bank for whatever reason. In addition, a returned check will not be considered as meeting the payment due date, and late charges, as listed above, will apply.

Section 5. Payment of Collection Costs. Any accounts referred for collection under Section 3 above shall be subject to attorney's fees and all court costs incurred in collecting these accounts.

Section 6. Uncollectible Accounts. In the event an account becomes uncollectible such as by foreclosure on the property, the Board of Directors shall take action to declare the account uncollectible and direct the Treasurer to write the account off the books.

ARTICLE X - STANDARDS FOR MAINTENANCE

Section 1. Property. Property owners are required to follow all Reston Association design guidelines and procedures for maintenance (available on the Reston Association website). Each owner of

property located within the Cluster shall keep all parts of his/her property that are visible from the outside clean and attractive with all improvements and exterior accessories in a condition substantially similar to their original condition. Such maintenance shall include but is not limited to, the following:

(A) Repainting, restaining, and renovating, on a periodic basis as needed, exterior surfaces which have deteriorated by weathering, fading, peeling, cracking, blistering, staining, mildewing, spalling, or otherwise.

(B) The repair of exterior damage and deterioration and the replacement of missing elements, including, but not limited to, the repair or replacement of:

- (1) Siding, trim, fascia, roofing, handrails, doors, shutters, gutters, downspouts, flues, windows, and screens;
- (2) Fences, gates, retaining walls, decks, sheds, and exterior light fixtures; and
- (3) Walkways, steps, and pavement.

(C) The repair or replacement of fences, walls, retaining walls, and bulkheads which are no longer substantially stable and plumb.

(D) No visible plastic drains protruding from ground. No wires coming out of the ground due to erosion.

Section 2. Vegetation. Each owner of property located within the Cluster shall maintain all vegetation on his/her property in accordance with the following:

(A) The grass or lawn area of each property within the Cluster shall be cut and maintained in such a manner that its appearance shall, in the opinion of the Board of Directors, not be detrimental to neighboring properties, by way of appearance or otherwise. In no event shall the growth of any grass or lawn exceed six (6) inches in height or length; provided, however, that trees, shrubs, ornamental grasses, ferns, fruits and vegetables, herbs, spices, and flowers are specifically excluded from said height limitation.

(B) No tree, shrub, plant, or vegetation of any kind shall obstruct or interfere with any pathway, sidewalk, or sight line of vehicular traffic or be planted, installed, or maintained in such a manner as to be, in the opinion of the Board of Directors, detrimental to neighboring property, by way of appearance or otherwise.

(C) Dead trees and shrubs must be replaced within sixty (60) days during the planting season (April 1 through November 15), unless acceptable alternative arrangements are approved the Board of Directors.

No property owner or resident is permitted to plant any type of vegetation on common Cluster Property without receiving written permission from the Board of Directors.

Section 3. Restoration. The exterior of any building which has been damaged or destroyed by fire or other casualty, shall be substantially restored to its original condition within a reasonable time, unless otherwise permitted in writing by the Board of Directors.

Section 4. Remedies for Owner's Failure to Maintain. If an owner fails to maintain his/her property in accordance with this Article, the Board of Directors shall give one written notice of the violations to the owner of the property. If the violations cited in the written notice are not corrected within the time limit set in the notice, the Board of Directors may cause the necessary work to be performed at the owner's expense,

with the charges for any such work performed by the Association to be due and payable by the owner to the Association upon invoice by the Association. Prior to authorizing and commencing such work, the Board of Directors shall provide the owner an opportunity to be heard on the matter, with the owner to be given at least ten (10) days notice of any such hearing, unless the Board of Directors in its sole discretion determines that the need for such work arises from a condition that constitutes a safety hazard, interferes with the free flow of vehicular or pedestrian traffic or access to any parking space, or causes or is likely to cause damage to property.

If an owner does not respond to the written notice of the violations, the Board of Directors may pursue action as described in Virginia § 55-513.

If an owner does not respond to the written notice to address the violations, the Board of Directors may also report the violations to Reston Association.

Section 5. Definitions. As used herein, unless otherwise indicated or the context requires otherwise:

(A) "Original Condition" means the condition of the subject property, building, improvement, or accessory at the time of completion of its original construction, subject to any changes required or approved then or thereafter by the Reston Design Review Board.

(B) "Notice" shall mean written notice delivered, mailed, or electronically mailed to the intended recipient at his/her address of record with the Association. In the absence of a known name or address, the notice may be addressed to "Owner" or "Occupant" at the subject property, and the fact that the owner may not reside thereat shall not invalidate such notice. If notice is sent by registered or certified mail, return receipt requested, it shall be deemed given when mailed.

ARTICLE XI - PARKING

Section 1. Laws of Virginia and Fairfax County. The street and parking lots of Harpers Square Cluster are subject to the laws and regulations of the Commonwealth of Virginia and the County of Fairfax as though they are publicly owned.

Section 2. Prohibited Vehicles. The following vehicles are expressly prohibited from storage on the Property:

(A) Vehicles not belonging to residents or guests of residents of the Cluster.

(B) Vehicles that are garaged in the State of Virginia for 60 days and not having current Virginia State license tags and registration stickers, and current inspection stickers.

(C) Junk or abandoned vehicles or vehicles which are not operable. A junk vehicle as defined by Fairfax County ordinance is any motor vehicle, trailer, or semitrailer that cannot be operated in its existing condition because the parts necessary for operation, such as but not limited to tires, windshields, engines, drive trains, driver's seats, steering wheels or columns, gas or brake pedals, are removed, destroyed, damaged, or deteriorated. Abandoned vehicles may be disposed of in accordance with Section 46.1- 555.10 of the Code of Virginia as amended.

(D) Garbage trucks, tractor trailers, dump trucks, construction equipment, cement mixers, or commercial vehicles. Commercial vehicles shall be defined as any vehicle with a carrying capacity of three-fourths of a ton and including any vehicle, regardless of capacity, which displays advertising or a company name lettered on it, or which is licensed as a "for hire" vehicle, unless acceptable alternative arrangements are approved by the Board of Directors.

(E) Recreational vehicles (RV's), trailers (camping, horse, or boat), boats, mobile homes, campers, except on an overnight basis before and after a trip in which the vehicle will be or has been used.

(F) Public use vehicles with a capacity of fifteen (15) persons or more.

Section 3. Prohibited Activity. The following activity related to vehicles is expressly prohibited from occurring on the Property:

(A) Major repairs to vehicles, including painting and drainage of any automotive fluids onto the parking area.

Section 4. Prohibited Areas. The following provisions shall govern parking in prohibited areas:

(A) All vehicles must park in designated parking spaces.

(B) No vehicle may park at a yellow curb.

(C) No vehicle may park next to a fire hydrant.

(D) Parking on curbs, sidewalks, or areas with grass (whether owned individually or by the Cluster) is prohibited.

Section 5. Enforcement. The following shall be the measures used to enforce this Article:

(A) Any vehicle in violation of regulations in this Article will be subject to towing.

(B) For violations of this Article, the Board of Directors shall give one written warning posted on the vehicle. If the violation as cited in the written warning is not corrected within the time limit set in the warning, the vehicle will be towed from the Cluster at the owner's expense, with the charges for any such towing to be due and payable by the owner to the Association upon invoice by the Association. Exceptions to this Section may be made for short term guests or overnight emergencies, subject to approval by the Board of Directors.

(C) Decisions to tow can only be made by members of the Board of Directors.

(D) Decisions to tow can be made by any two members of the Board of Directors. Such decisions have the full authority of the Cluster Association and will be backed by the resources of the Cluster in the event of legal action.

(E) All towing risk and expenses will be borne by the owner of the vehicle.

(F) Residents who cause damage to the paved area, including curbs, will be subject to assessment by the Board of Directors for repair of such damages.

Section 6. Liability. The following shall govern liability under the provisions of this Article:

(A) Nothing in this Article shall be construed to hold the Cluster Association, the Board of Directors, or individual Board members responsible for damage to, theft of, or loss of property from vehicles parked at or towed from Harpers Square Cluster.

(B) The Cluster Association will indemnify the members of the Board of Directors, either individually or as a Board, in the event that they are sued or threatened with a suit either individually or as a Board. The Cluster Association will pay for or reimburse reasonable expenses incurred in the costs of defense against such actions and for any damages incurred, provided that the act or acts of the Board members, either jointly or as individuals, were in good faith and were not found to be intentional wrongdoings.

ARTICLE XII - TRASH REGULATIONS

Section 1. Household Trash. The following provisions shall govern household trash:

(A) All household trash, except empty cardboard boxes and Christmas trees, when placed at curbside for pick-up must be placed in plastic or metal trash cans or in heavy-duty dark plastic trash bags which are sealed or tied shut.

(B) Household trash that is not contained in a trash can must not be left outside of a house, either in a front or back yard or on a porch. Trash cans may be kept on back porches or in back yards between pickup.

(C) The trash company will not pick up and remove rocks, concrete, dirt, sod, tree stumps, paint, motor oil, construction trash, and combustible or toxic materials.

(D) Definition: Heavy-duty plastic trash bags are defined as bags intended for yard trash or bags which are three-ply or stronger. Thin bags which are one-ply or two-ply must not be used to hold trash which is outside a trash can.

Section 2. Yard Debris. All yard debris must be placed at curbside following the guidelines specified by the cluster disposal company. This can information can be found on the cluster website. Yard debris must not be left outside of a house for more than seven (7) days before it is disposed of.

Section 3. Designated Times for Placing Trash at Curbside. Household and yard trash for curbside pickup must be placed at curbside no earlier than sunset on the night before pickup. Empty trash cans must be retrieved no later than the evening of the day on which pickup occurs.

Section 4. Large or Heavy Objects as Trash. Large or heavy objects, such as refrigerators, appliances, and large items of furniture, must be handled separately from items of regular trash. Such arrangements must be made by residents (not the Board of Directors) privately or through special arrangement with the trash company under contract to the Cluster. There may be a charge. No large or heavy object trash may sit outside on porches, in front yards, or at curbside for more than twenty-four (24) hours before it is picked up.

Note 1: For large or heavy object pick-up, residents must call the cluster disposal company themselves and make arrangements. There may be a charge.

Note 2: Under Virginia law, it is illegal to place refrigerators, freezers, dryers, washing machines, or other appliances outside in a condition that could allow a person to be trapped inside.

Section 5. Trash by Guests. All residents are responsible for trash left on private or Cluster Property by their guests. Residents are asked to inform their guests about these trash regulations. Residents must remove any trash (beer bottles/cans, containers, paper, etc.) left by their guests within thirty (30) minutes after the trash has been left.

Section 6. Newspapers and Other Recyclables. Under Fairfax County Ordinance, newspapers and glass, plastic, and metal containers must not be thrown out with regular trash. Recyclables as defined by current Fairfax County regulations and the cluster disposal company must be placed in appropriate recycle bins. Recyclables and recycle bins must not be stored on front or back porches or in front or back yards between pickups.

Section 7. Disposal by Fire. Neither household nor yard trash may be disposed of by fire anywhere in the Cluster.

Section 8. Pet Guidelines. Residents must not allow their pets to defecate or urinate on the property of other residents or on common Cluster Property. They must clean up after their pets immediately if this does occur. Residents must not allow their pets to urinate or defecate on their own yards or porches so as to cause a health hazard, create a bad odor, or be unsightly.

All pets residing in the cluster must meet Fairfax County registration and vaccination requirements.

Section 9. Enforcement. These regulations will be enforced by the Board of Directors as follows:

(A) Citations will be issued by the Board of Directors for violations of these regulations.

(B) Violations which cause the Board of Directors expense will be passed on to residents in the form of a surcharge on their quarterly dues. Examples might be having large or heavy object trash removed, cleaning up leaves improperly disposed of, clean-up after parties, and special arrangements for trash removal in order to rectify violations. A lien may be placed against violating households when surcharges are not paid within the period allowed for the payment of quarterly dues.

(C) Notification of health authorities when a health hazard is posed.

(D) Legal action by the Board of Directors through the courts of the Commonwealth of Virginia.

Section 10. Entry into force. These regulations will enter into force on the day after they are passed by the Board of Directors (effective November 1, 2016).

ARTICLE XIII - ENFORCEMENT OF LEASH LAWS

Dogs are not allowed to run loose in Harpers Square Cluster and must be on a leash at all times when outside of the owner's unit. All property within Harpers Square Cluster shall be subject to the leash laws imposed by Fairfax County.

ARTICLE XIV - SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation, the year of its incorporation and the words "Corporate Seal-Virginia."

ARTICLE XV - AMENDMENTS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority vote of the Board of Directors. However, such action must be taken at a meeting at which all directors are present, unless a vote on any alteration, amendment, repeal, or addition is obtained in writing from the director(s).

**HARPERS SQUARE CLUSTER ASSOCIATION
PROCEDURE FOR COLLECTION OF FEES
ASSOCIATED WITH THE COLLECTION OF DELINQUENT ACCOUNTS**

WHEREAS, Article IX-Dues of the Bylaws of Harpers Square Cluster Association obligates each unit owner to pay annual dues and associated late fees and interest, and

WHEREAS, Article IX, Section 3, of the Bylaws of Harpers Square Cluster Association describes the collection procedures for past due accounts, and

WHEREAS, the Board of Harpers Square Cluster has retained a management firm to collect dues and associated late fees and interest on its behalf, and

WHEREAS, the management firm charges reasonable and appropriate fees for the preparation and mailing of demand letters to unit owners who have past due accounts,

NOW, THEREFORE, BE IT RESOLVED THAT, all fees charged by the management firm for the preparation and mailing of demand letters will be billed to the unit owner for which the demand letters are prepared.

The effective date of this Resolution is February 25, 2011.

This Resolution was adopted by the Board of Directors of Harpers Square Cluster this 25th day of February 2011.

By:

A handwritten signature in black ink, appearing to read 'Kirstin L. Dolan', with a horizontal line extending to the right.

Kirstin L. Dolan
President, Harpers Square Cluster Association

c/o GHA Community Management LLC
3020 Hamaker Court, Suite 300
Fairfax, VA 22031

- D. Means of Providing Notices to Complainant.** All written acknowledgments or other notices required by these procedures to be provided by the Association to the Complainant shall be hand-delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided on the Complaint Form, or by facsimile transmission or email if the Complainant has previously provided the Association with the Complainant's written consent to communicate with him/her by electronic transmission. The Managing Agent shall retain in the Association's records proof of the mailing, delivery or electronic transmission of the acknowledgments and notices per Section H below.
- E. Acknowledging Receipt of Complaint.** Within seven (7) days of receipt of a Complainant's Complaint Form, the Managing Agent shall provide the Complainant with written acknowledgement of the Association's receipt of the Complaint.
1. Incomplete Complaint. If it appears to the Managing Agent that the submitted Complaint is missing the required minimum information, then the acknowledgment of receipt shall include notice to the Complainant of the identified problem(s) with the Complaint and advise the Complainant that he/she will need to submit a revised/corrected Complaint before it can be accepted and forwarded to the Board for consideration.
 2. Forwarding to the Board. If it appears to the Managing Agent that the submitted Complaint includes the required minimum information, then on the same day that acknowledgment of receipt of the Complaint is provided to the Complainant, the Managing Agent shall provide the Board with a copy of the Complaint for consideration.
- F. Formal Action – Consideration of Complaint by Board.** All completed, signed and dated Complaints forwarded to the Board shall be considered by the Board at a meeting, and the Board shall decide what action, if any, to take in response to the Complaint.
1. Meeting at which Complaint will be Considered. Complaints will be considered by the Board at a regular or special Board meeting held within 90 days from the date on which the Complaint was forwarded to the Board for consideration.
 2. Notice to the Complainant. At least fourteen (14) days prior to the Board meeting at which the Complaint will be considered, the Managing Agent shall provide the Complainant with notice of the date, time, and location of the Board meeting at which the matter will be considered by the Board. This Notice may be combined with the acknowledgment of receipt referenced in Section D above.
 3. Board's Decision on Complaint. The Board shall make a decision on the Complaint by an appropriate vote of the members of the Board at the meeting pursuant to the Association's governing documents. The Board's decision at the meeting shall fall into one of the following two categories:
 - (a) A decision that there is *insufficient information* on which to make a final determination on the Complaint *or that additional time is otherwise required* to make a final determination, in which case the Board shall postpone making a final determination on the Complaint until a later scheduled Board meeting (announced at the meeting or by giving at least 14 days notice

to the Complainant) and, if needed, make a written request for additional information from the applicable party(s), specifying a deadline by which time the additional information must be received by the Managing Agent for forwarding to the Board; or

- (b) A *final determination* on the Complaint, indicating whether the Complainant's requested action or resolution is, or is not, being granted, approved or implemented by the Board. A final determination may include, for example, a decision that no action will be taken on the Complaint due to the Complainant failing to timely provide additional information that was requested by the Association. No appeal process is available; the Board's rendered decision is final.

G. Notice of Final Determination. Within seven (7) days after the final determination is made (per subsection F.3.b. above), the Managing Agent shall provide the Complainant with written notice of the Board's final determination. The notice of final determination shall be dated as of the date of issuance and include:

1. Specific citations to applicable provisions of the Association's governing documents, laws or regulations that led to the final determination;
2. The Association's registration number as assigned by the CICB, and if applicable, the name and CICB-issued license number for the Managing Agent; and
3. Notice of the Complainant's right to file a "Notice of Final Adverse Decision" with the CICB via the CIC Ombudsman (providing the applicable contact information).

H. Records. The Managing Agent shall retain, as part of the Association's records, a record of each Complaint (including the Complaint Form and attachments, related acknowledgments and notices, and any action taken by the Association or Board in response to such Complaint) for a period of at least one (1) year from the date of the Association's final action on the Complaint.

I. Resale Disclosure Packet. A copy of this Resolution (including the Exhibit A Complaint Form) shall be included as an attachment to the Association-issued disclosure packet.

**EXHIBIT A
HARPERS SQUARE CLUSTER ASSOCIATION
ASSOCIATION COMPLAINT PROCEDURES**

Mailing: Board of Directors, Harpers Square Cluster Association
c/o GHA Community Management LLC
3020 Hamaker Court, Suite 300
Fairfax, VA 22031
Telephone: (703) 752-8300

ASSOCIATION COMPLAINT FORM
(for Complaints Against Association, Board or Managing Agent)

Pursuant to Section 55-530(E) of the Code of Virginia, 1950, as amended, the Board of Directors (“Board”) of the Harpers Square Cluster Association (the “Association”) has established this complaint form for use by persons who wish to register written complaints with the Association regarding the action, inaction or decision by the Association or its Board or managing agent inconsistent with applicable laws and regulations.

1. Legibly describe your complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint (not including copies of laws, regulations or the Association’s governing documents).

2. Sign, date & print your name and address below and submit this completed form to the Association at the above address.

_____ Printed Name	_____ Signature	_____ Date
_____ Mailing Address		
_____ Unit Address		
_____ E-mail Address	_____ Phone Number	Contact Preference <input type="checkbox"/> Phone <input type="checkbox"/> E-mail <input type="checkbox"/> Other _____

If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
804/367-2941
CICOmbudsman@dpor.virginia.gov

HARPERS SQUARE CLUSTER ASSOCIATION

RESOLUTION ACTION RECORD

Resolution Type: Policy

Pertaining to: CICB-mandated Association Complaint Procedures

Duly adopted by the Board of Directors of the Association on _____, 2012.

Motion by: _____ Seconded by: _____

NAME	TITLE	YES	NO	ABSTAIN	ABSENT
	Director				

Attest: _____(Secretary)

Date: _____

Resolution effective as of date of adoption.