



# **Lakeport Cluster Association Handbook**

**Organization, Management and Policies**

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**Rules and Traditional Courtesies**

*This handbook has been prepared by the Lakeport Cluster Association for the exclusive use of the residents of Lakeport Cluster. It contains information, rules and guidelines that pertain only the Lakeport Cluster.*

CHECK [www.lakeportcluster.org](http://www.lakeportcluster.org) FOR LATEST UPDATE

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## **Introduction**

This handbook has been prepared for the residents of Lakeport Cluster by its Board of Directors to provide (a) useful and current information about living in Lakeport Cluster, (b) a reference document on Cluster management and rules, and (c) an overview of the processes for property modification and maintenance. It incorporates appropriate rules of the Reston Association and Fairfax County ordinances. The rules specifically address topics that both govern the use of the Cluster common areas and foster peaceful coexistence in the adjoining living spaces that we occupy. Each Cluster rule was adopted with neighbors in mind.

Homeowners must seek and receive approval from the Reston Association Design Review Board (DRB) for all exterior changes to owned structures and for major landscaping modifications. Guidance on the process and references to the Reston Design Guidelines and the Lakeport Cluster Design Standards are provided. A summary of the Lakeport Standards (approved house and trim paints, shingles, etc.) is included as Appendix A. The guidelines and decisions of the Reston Association Design Review Board take precedence over any material printed here.

Save this handbook and use it as a reference. Check the Lakeport website for the latest update – [www.lakeportcluster.org](http://www.lakeportcluster.org). Hopefully it will answer your questions when they arise. The board welcomes questions as well as suggestions for the document's improvement.

## **Lakeport Cluster Overview**

The Lakeport Cluster Association is a non-profit corporation chartered under the laws of the State of Virginia. Each homeowner is a Member of the association. Its purpose is to maintain and improve that property owned in common by the 82 homeowners. The common property in our case includes the Lakeport Way and Lakespray Way streets, forty-eight (48) parking spaces, sidewalks, a common dock, a Cluster park, a number of landscaped areas, and natural areas.

The cluster association concept is based on the assumption that individual Members of the corporation will volunteer periodically to be responsible for one of the several necessary functions:

1. Management of the corporation by being a member of the 5-person Board of Directors from which the corporate officers are selected.
2. Supporting the Board by leading or being a member of committees established by the board to perform selected ad hoc or ongoing activities such as maintenance and improvement of common property, homeowner communication, cluster social activities, and liaison with other community organizations and activities.

If you are a new owner/resident, this handbook will introduce you to our Cluster and Cluster Association. For all owner/residents, the document will provide information on:

1. Cluster Organization, Management and Policies
2. Cluster Rules and Traditional Courtesies.

The “Organization, Management and Policies” section describes the basis for and the basic operation of the Cluster. The “Cluster Rules and Traditional Courtesies” section focuses on the rules and regulations which govern various aspects of community life as outlined in the covenants and codes, e.g., noise, storage and parking.

## **Section I -- Organization, Management and Policies**

The following summary is based on the Lakeport Cluster's By-Laws dated August 29, 1980, and its Articles of Incorporation. Copies of these documents are included in each homeowners Disclosure packet and at [www.lakeportcluster.org](http://www.lakeportcluster.org) . Should there be a conflict, the legal documents take precedence over this summary.

### **A. Directors**

The affairs of the corporation are managed by a Board of five (5) directors who are elected for two (2) year terms by the Members of the corporation. At the annual meeting, held in September of each year, the Members vote to elect directors to fill the number of terms that are expiring.

The Board of Directors is responsible for:

- adopting and publishing rules and regulations governing the use of the common area and facilities and establishing procedures for dealing with violations thereof;
- ensuring that the corporation operates within the legal constraints of the Articles of Incorporation and obligations set forth in the Association By-Laws;
- setting membership assessments (dues) consistent with financial obligations;
- approving the annual budget and controlling expenditures during the fiscal year;
- providing for a continuing review of Association operations;
- defining appropriate operating policies; authorizing contracts; and
- holding an annual homeowners meeting.

### **B. Assessments (Dues) and What They Are Used For**

The 82 homeowners in the Cluster Association collectively own the streets, the parking areas, most of the sidewalks, the common dock, several wooded and landscaped areas and other common infrastructure. Maintenance and improvement or replacement of these is funded by the annual assessment. Maintenance includes cutting and treating the grassed areas, caring for trees and shrubbery by mulching, spraying, fertilizing, removing, and replacing, and the repair or replacement of streets, sidewalks and other infrastructure.

Additional funds are required for trash collection, liability and Directors insurance, electricity for street and area lights, snow removal, office supplies, administrative support, postage, and other miscellaneous expenses related to the operation of a small corporation.

The Board of Directors fixes the amount of assessment and sends, or authorizes to be sent, written notice of each assessment to every member subject thereto. Assessments are due and payable on or before the last day of the first month of the quarter being billed. Reminder statements are sent as a courtesy. Homeowners are responsible for paying dues on time. Late payment charges are assessed as reflected in Policy Resolution 1995/1: Collection of Routine and Delinquent Assessments. The Policy is attached as Appendix B.

### C. Board Meetings

The Board of Directors meets monthly to transact Cluster business. Each meeting is divided into an open segment and a closed segment. Property owners are welcome at the open segments. However, participation will be limited to those Members who have submitted agenda items according to the following procedures:

- prior to a Board meeting, submit a written letter to the Board President stating the problem or area of concern and requesting a certain length of time to discuss the issue; or
- prior to a Board meeting, contact a Board member and verbally comply with the intent of a written request.

Closed segments, when needed, are used to discuss and deal with matters involving specific properties and homeowners where privacy might be an issue.

## Section II: Cluster Rules and Traditional Customs & Courtesies

Living in a community with shared facilities and close proximity of homes requires that everyone cooperate with his or her neighbors to provide an enjoyable living environment for all. Human nature being what it is, this living environment usually needs to be shaped by the development and enforcement of rules and regulations that inform every one of the limitations placed on their personal activities.

All Cluster residents and their guests have a right to use the common grounds and are responsible for ensuring that such use does not damage its beauty and value or impair its enjoyment by other Cluster residents. Also, each homeowner is responsible for meeting minimum standards for property maintenance and conforming to established processes and standards for property modification. Each homeowner's attention is called to the following quote from Article II of the Articles of Incorporation of the Lakeport Cluster Association:

"Each Member of the corporation, by becoming such, agrees that he shall be personally responsible for compliance by himself, his 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."

In Section II:  
***Rules are in bold-italics.***  
Explanatory context and traditional custom & courtesy statements are in standard type.

### A. Speed Limit

Residents and their guests are expected to ***drive slowly and safely and not in excess of 15 mph on cluster property, inclusive of parking areas and streets.*** Compliance is extremely important because of the frequent presence of children. It is also the case that a number of our townhouses have very short driveways and drivers must enter the street almost blind to oncoming traffic.

### B. Snow Removal

Snow removal from streets is handled through a Board-managed contract. Vehicle owners are responsible for moving vehicles where necessary to facilitate snow removal.

Residents are asked to remove snow from the sidewalks in front of their homes for safety reasons.

### C. Trash Collection

Trash is collected under a Board-managed contract (currently with American Disposal Services, 703-368-0500). Pickup days are Mondays and Thursdays with the exception of Thanksgiving Day, Christmas Day, and New Year's Day. A separate pickup of newspapers, glass bottles, plastic containers, aluminum cans and other materials for recycling is on Fridays (same holiday exceptions) – separate newspapers from other recyclables. The contractor provides a trashcan and recycling container(s) to each residence.

See [www.fairfaxcounty.gov/dpwes/recycling](http://www.fairfaxcounty.gov/dpwes/recycling) for Fairfax County trash and recycle requirements. See Appendix F for American Disposal's guidelines.

Trash containers are ugly. To keep our neighborhood looking as neat and uncluttered as possible:

- Please ***do not put trash or recycling out prior to sunset of the evening before the scheduled pickup.***
- ***Trash containers should be promptly placed out of sight ASAP after they are emptied by the trash removal service and no later than end of the pickup day.*** This is consistent with the Reston covenant which states that refuse is to be stored in a way that it is not exposed to view except for the temporary placement awaiting pickup.
- ***Do not place liquids or paint in the trash.*** They leak from the trash truck and mess up the street – it costs at least \$8000 to seal coat the street. ***Use sealable trash bags, especially for loose paper and packing “popcorn”.*** We don’t have a litter pickup service -- don’t expect your neighbors to pick up after you.

If your schedule precludes following the above schedule, ask a neighbor to help -- and offer to do the same for them when they need help.

#### D. Pet Control

Because of the close proximity of our townhouses to each other and the lake, pet control is a concern. The Fairfax County dog control laws apply within Reston and are summarized in the Fairfax County Citizen's Handbook. In addition, Chapter 41 of the County Code prohibits animals from running loose on public property, requires that dogs be leashed when off their owner's property, and prohibits animals from trespassing or damaging another's property or creating a nuisance. The Fairfax County Animal Warden is specifically authorized to enforce the animal control ordinances on the common area.

The following rules apply within the Lakeport Cluster:

- ***Pets are not permitted to run loose on common property. Owners of dogs and cats are expected to exercise adequate control over their pets.***
- ***All dog owners are expected to use "pooper scoopers", or the owner's method of choice, to collect and remove any excrement/deposits made by their pets.***

The Board has purchased and stocks several strategically located dispensers of pet-waste bags for use of occupants as well as users of the Reston path through our community.

#### E. Vehicles / Parking

WARNING: Illegally parked vehicles are subject to towing at the sole risk and expense of the owner.

The Lakeport Cluster is a garage-based development where most residences have at least one garage/carport parking space and one driveway space. Some homes have additional covered and driveway space. Currently, most residences in the Cluster have two cars and some have more. It should be noted that we have only forty-eight (48) extra parking spaces distributed throughout the Cluster to handle overflow, guests, and visitors. Since this translates into only 0.6 of a space per home, and since there is no legal on-street parking available, residents are encouraged to work toward effective utilization of their garages and driveways.

Parking on Lakeport Cluster common property is subject to the following rules and guidelines:

- ***Adhere to posted time limits on specific spaces.*** Such time limits may be established by the board to discourage multi-day parking and/or free up space for delivery and maintenance vehicles in congested parking areas. To date, no such limits have been established but they will be considered if problems worsen.
- ***Overnight parking of commercial vehicles on Cluster common property is prohibited.*** A commercial vehicle is defined as any vehicle with a rated carrying capacity of 1500 pounds or more and any vehicle, regardless of capacity, which displays advertising lettering thereon or is licensed as a "for hire" vehicle.
- ***The repair of vehicles within Cluster is strictly forbidden*** with the exception of minor emergency repairs.
- ***Parking of inoperative motor vehicles on Cluster property is prohibited.*** An inoperative vehicle is any vehicle, which is not in operating condition, or which, for a period of fourteen (14) days or longer has been partially or totally disassembled by the removal of tires, wheels, the engine, or other essential parts required for the operation of the vehicle.
- ***Any vehicle, regardless of owner (either owner/resident/guest) which is left on Cluster common property for more than forty eight (48) hours and which does not display a current State of Virginia license plate and, if applicable, a Fairfax County sticker will be considered abandoned and subject to towing at the sole risk and expense of the owner.***
- ***Storage of vehicles on Cluster common property is prohibited.*** A vehicle not moved during a period of fourteen (14) days is considered a stored vehicle.
- ***No recreational vehicles and/or campers etc. may remain parked overnight within the Cluster.***
- ***No trailers, boats, go-karts, commercial construction equipment, etc. may be parked overnight in any Cluster parking space. Likewise, Cluster Parking spaces may not be used for storage of personal goods/materials.***
- ***Vehicles are to be parked such that they do not extend over the curbs and sidewalks, neither blocking nor impeding passage, or over landscaped areas, neither blocking maintenance nor impairing plantings.***
- ***Parking is not permitted on any Association owned property that is not paved or marked for parking, nor at any time in the fire lanes designated by yellow curb. This includes parking in front of the carports and driveways.*** Since violations of this type threaten prompt access to homes by fire and other emergency vehicles, residents are encouraged to report such violations directly to the Fairfax County Police Department using the non-emergency number.
- ***Parking (even partially) in another person's driveway, without explicit permission of that owner, is prohibited.***

Parking violation notices will be issued by the Association or it's agent, and enforcement action may include towing and storage at the sole risk and expense of the owner.

#### F. Cluster Park

This mini-park is designed for Resident use. Cooperation is requested in preventing damage by pets, in helping to keep the area free from trash or other debris, and in preventing damage to the plantings.

## G. Pathways

All Residents are asked to use and instruct their children to use the designated paved pathways, sidewalks, etc. and avoid shortcuts through landscaped common property or privately owned property.

## H. Home Improvements / Alterations

Nearly any ***change that affects the appearance of the exterior of your property requires Reston Association Design Review Board (DRB) approval*** – e.g., adding a light fixture, cutting down a tree, installing a flagpole, or replacing windows. For details on the application and approval process, see [www.reston.org](http://www.reston.org). To make the process easier, Lakeport Cluster has established DRB-approved standards for the more common improvements; see them at [www.lakeportcluster.org](http://www.lakeportcluster.org).

When considering making an alteration or an addition to the exterior of your property, do not rely on what your neighbors may have done to their property. It may not have been approved, or it may have been disapproved and be awaiting modification. You are responsible for getting Design Review Board (DRB) approval for your alteration or addition.

***Lakeport Cluster property owners (or renters with written owner approval) must deliver to the President of the Cluster Association a complete copy of the identical home improvement plan, which that applicant is required to submit to the DRB.*** As a precondition to the application being considered by the DRB, the Cluster President or his designee must acknowledge in writing on the application that the Cluster has received a copy of the application and has been given the opportunity to file as an affected party. Usually, similar acknowledgements must be acquired from the two nearest homeowners.

## I. Common Dock

The common dock was designated as a place to sit and enjoy the view and wildlife; a place to fish; and a place to launch small boats into the water for day use.

The limited area allocated for our common dock has created special problems and concerns. Specifically, the Dock area cannot support the storage of boats, whether in the water or ashore. This may be contrary to what residents may have been told by the real estate agents or others. Use of the common dock should conform to the following rules:

- ***All canoes, kayaks, floats and small boats must be removed from the water and stored at the owner's residence at the end of each day.***
- ***Any vessel temporarily secured to the dock must be tied to a proper cleat and not to a tree or bench.***
- ***Group use of the dock is limited to daylight hours.*** Any after dusk use should have prior approval from the Board.

## J. Noise

Fairfax County has established a noise ordinance that prohibits excessive noise that disturbs the neighborhood. Enforcement is provided by the County Police. ***Cluster quiet hours are 11 pm***

*to 7 am, and specifically cover construction and (inside as well as outside) party noise & music.*

K. Littering *Discarding yard refuse or trash on Cluster property is prohibited.* The Cluster Association prohibits the discarding or storing of debris, trash, or other items from private property on Cluster common grounds. The Association has the right to assess any identified Homeowner or Resident who violates this regulation.

L. Trespassing The Cluster Association, in order to provide improved security, has "Private Property" signs posted at all entrances to the Cluster. These notices give the Cluster a restricted-access status pertaining to non-residential vehicle parking of vehicles not expressly visiting a residence. Examples include vehicles driven by commuter(s) or visitors to areas such as the swimming pool or other commercial or residential areas nearby. The Fairfax County Police non-emergency number can be called to enforce this regulation.

M. Signs Signs and attention-attracting paraphernalia detract from the overall appearance of the Cluster. The Cluster Association regulates the type and design of signs permitted in the Cluster.

- *All permanent signs must have Cluster Association and Reston Design Review Board approval – and approval is not likely.*
- *Attaching signs and notices to the cluster mailboxes is prohibited by the USPS. Likewise, attaching signs and notices to cluster or RA property (e.g., signposts) is prohibited.*
- *Realty signs are permitted on the homeowner's property – they are limited to a total of 8 sq.ft., must be removed no later than 24 hours after settlement or rental, and should be situated so that there is no ambiguity as to which house it applies to.*
- *Only one realty sign (limited to 1.5 sq.ft.) per unit on the market is permitted on cluster property (e.g., at the cluster entrance).*
- *Short-term signs (e.g., "Open house" or birthday party) are limited to 1.5 sq.ft. in size and 24 hours per month maximum per home.*

N. Trees and brush The trimming or cutting of trees, both on private property and common property, must meet Cluster guidelines and Reston Association Design Review Board regulations. The Cluster Association may trim trees that interfere with sidewalks or parking area access or free movement. Likewise, the Cluster may prune large trees that are considered cluster assets in order to prolong their life and improve their appearance. *The cutting down of trees must have Cluster Association and Design Review Board approval.* The Reston Association requires Design Review Board approval for the removal of any ornamental tree and any live tree with a trunk diameter of four (4) inches or more. *No homeowner is permitted to clear (or have cleared) any brush, or to dispose of anything, on common property.* Trimming a tree with a base on cluster property is permitted where it overhangs a homeowner's property, but only to the extent that the pruning is on the homeowners side of the property line and the tree's health or structural integrity is not damaged. If there is a problem, contact the board.

O. Easements Utility companies (power, phone, cable, sanitary sewer, storm sewer and water – we have no gas) have easements across cluster and some individual property, usually for underground cables and pipes. Check your plat to understand easements through your property. Periodic maintenance and needed repair or upgrade sometimes requires extensive digging which

may disrupt the flow of traffic within the Cluster and/or affect your landscaping.

P. Fire Hydrants Periodically the Fairfax County Water Authority and/or Fairfax County Fire Department may run tests on the fire hydrants. This commonly occurs at night and stirs up some of the sediment in the pipes, but it usually clears up within a few hours.

The cluster association occasionally uses a fire hydrant water meter attachment (issued by Fairfax County) to support watering of cluster property and other cluster maintenance.

#### Q. Lake Thoreau

Lakeport Cluster wraps around the northeast corner of Lake Thoreau. The lake is man-made and depends upon rainfall runoff from surrounding streets and land for its water supply. South Lakes Drive west of the shopping center sits atop the dam, and Lake Thoreau overflow runs into Lake Audubon (then down Difficult Run to the Potomac and ultimately to the Chesapeake). A big chunk of our property values depend upon a healthy and clean Lake Thoreau. Thus some lake-related rules:

- Dumping ***Don't dispose of anything in the water***
- Storm sewers The storm sewers flow directly into the lake. ***Don't dispose of anything down the storm sewers.*** Remind your home maintenance contractors of this rule – especially painters who like to clean their equipment this way. ***Clean up all toxic and non-biodegradable residue and spills.*** When cleaning outside ***don't use soaps, detergents or chemical cleaning agents that will be washed into the lake.***
- Ducks and Geese ***Don't feed the waterfowl.*** Reston Association publishes a brochure on the many reasons why this is harmful to both the birds and the community.
- Swimming ***Do not swim from cluster property*** -- and otherwise it's not a good idea. Remember where the water comes from and recognize that the bacteria count is very high.

#### R. Outdoor Decorations

In general, permanent outdoor lighting and decorations are subject to Reston Association design guidelines. The cluster places the following constraints on temporary outdoor lighting and decorations:

- ***Winter holiday lighting and decorations shall not be installed prior to Thanksgiving Day and shall be removed by January 15th.***
- ***Installation of lighting and decorations for other occasions celebrated throughout the community (e.g., Halloween) shall be limited to the day of the occasion plus and minus one week.***
- ***Installation of lighting and decorations for resident-specific occasions (e.g., birthdays, parties) shall be limited to the day of the occasion and the prior day.***

#### S. Yard and Home Appearance

Landscape design and exterior structure appearance are subject to Reston Association design guidelines. The cluster has established the following rules to minimize eyesores that detract from the appearance of the cluster:

- ***Garage doors should be remain closed except for normal garage ingress and egress.***
- ***Landscaping should be regularly maintained*** (e.g., weeds and dead vegetation removed, grass mowed, trees and shrubs trimmed)
- ***Structures, driveways, walkways and walls/fences should be regularly maintained*** (e.g.,

repaired/replaced, cleaned, painted/stained)

- ***Trash should be removed*** (independent of whether you put it there, someone else dropped it, or it blew in)
- ***Structures or equipment for athletics or play*** (e.g., basketball backboards, tetherball poles) ***are prohibited in front yards and driveways overnight.***

#### T. Property Lines – Who’s Responsible for What

Lakeport’s developers have left us with some commonplace property maintenance situations as well as some truly unusual ones. Property lines (homeowner/homeowner, homeowner/cluster, and homeowner/RA) are specified in the approved survey plat that each homeowner should have received as part of the purchase settlement process. Maintenance responsibilities at and in the vicinity of property lines are defined as follows unless superceded by specific language in a property’s legal description:

- Party Walls (house structures shared with neighboring homeowner)  
***Reston Party Wall rules apply.*** Section VII.4. of the Reston Deed generally defines responsibilities related to shared walls/fences on property lines:
  - General Rules of Law. Each wall or fence that is built on the dividing line between two or more Lots shall constitute a party wall. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
  - Rights of Owners. Owners of contiguous Lots who have a party wall or party fence shall equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owners. There shall be no impairment of the structural integrity of any party wall or fence without the prior consent of all affected Owners.
  - Damage or Destruction. In the event that any party wall or fence is damaged or destroyed (including deterioration from ordinary wear and tear or lapse of time), it shall be the obligation of all Owners whose lots adjoin such wall or fence to restore it promptly at their joint and equal expense, unless such damage is caused through the act of less than all Owners, whereupon it shall be the obligation of such Owners to restore promptly such wall or fence without cost to the adjoining Owner or Owners not causing such damage.
  - Arbitration. In the event of any dispute concerning a party wall or fence, each Owner shall choose one arbitrator, who jointly shall choose an additional arbitrator, and their decision with respect to the dispute shall be by a majority and shall be binding upon the Owners.

Application of these principles may sometimes yield counter-intuitive results (like you are 50% responsible for one side of your neighbor’s chimney housing, or 50% responsible for a side of a shared wall that you can’t see from your property).

- Bulkheads (1963, 1965, 1967, 1969, 1971, 1973, 1975, 1977, 1979, 1981 & 1983 Lakeport only)  
The purpose of a bulkhead is to prevent the shoreline from washing into the lake and to keep house foundations from being undermined. Maintenance of the bulkheads on

cluster property near the community dock are the responsibility of the Cluster Association; *bulkheads behind the aforementioned houses are the responsibility of each homeowner; party wall rules apply to portions of bulkheads which straddle property lines.*

- Driveways

In Lakeport, many adjacent pairs of homes have what appears to be, at least in part, a common driveway where there is no visual demarcation of the property line. Maintenance of these driveways is the shared responsibility of both homeowners, essentially following party wall rules. The Lakeport Cluster's Deed of Resubdivision, dated 4/30/86, specifically states that lots 81A and 82A (1977 & 1979 Lakeport), as well as lots 83A and 84A (1981 & 1983 Lakeport), are "subject to a private common driveway easement for their mutual use and benefit" with maintenance costs shared equally; the deed is silent on other lot pairs.

All driveways adjoin a cluster-owned street. Maintenance of the street as well as its concrete gutter, curb and apron is cluster responsibility, and maintenance of the asphalt driveway is homeowner responsibility – even if the property line may not exactly coincide with concrete/asphalt junction.

- Carports

Five homes (1951, 1953, 1955, 1957 & 1959 Lakeport) have no garage but do have a carport. The carports are on cluster property and are owned by the cluster. By a 10/2/81 License Agreement, each of these homeowners has perpetual license to use the carport associated with his/her home; the cluster has the responsibility to maintain the carports with costs borne by the five homeowners. Each of the affected homeowners should have a copy of this agreement.

- Landscaped Areas Between Driveways

Maintenance of the landscaped area between driveways, from the structures to the curb/sidewalk, is the shared responsibility of the two homeowners.

- Lakefront Property Line

Reston Association (RA) owns lake Thoreau. The "back" property line of all Lakeport lakefront homes adjoins RA property – in some cases the property line extends beyond the shoreline into the water, and in other cases the property line is inland from the shore. In many cases, individual homes have permission to build decks/docks on RA property, and the homeowners are responsible for maintenance of such structures. In no case may a homeowner, without RA written approval, build or modify a lakefront structure, modify the shoreline in any way, or modify shoreline vegetation.

- Cluster Common Area Property Line

Many Lakeport homes back onto (or are next to) cluster common area, which is in some cases landscaped and in other cases "natural". Paragraph N above defines the limitations on use and modification of natural common area. In cases where an approved fence is located on or near a property line, maintenance of the fence and everything inside the fence is the homeowner's responsibility. The cluster is responsible for maintenance of the common area.

#### U. Non-specified Rules

The Cluster Association on a case-by-case basis will consider any situation not dealt with in the above rules. Where no fair or mutually acceptable resolution can be determined, the situation will be referred to the Board of Directors and the membership of the Cluster.

#### V. Hearing Procedures and Charges of Assessments for Violation of the Lakeport Cluster Association's Governing Documents

See Appendix C

# APPENDIX A

## Lakeport Cluster Standards Summary APPENDIX A

### Lakeport Cluster Standards Summary

*See standards documentation for details and for items not covered in this summary*

| <u>Address</u>    | <u>Siding Color</u> <sup>1</sup> | <u>Trim Color</u> <sup>2</sup> | <u>Door Color</u> <sup>3</sup> | <u>Roof</u> <sup>4</sup> | <u>House #</u> | <u>Outdoor Lighting</u> |
|-------------------|----------------------------------|--------------------------------|--------------------------------|--------------------------|----------------|-------------------------|
| 1907 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 1         | Types 1W, 2P            |
| 1909 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 1         | Types 1W, 1C            |
| 1911 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 1         | Types 1W, 1C            |
| 1913 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 1         | Types 1W, 1C            |
| 1915 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 1         | Types 1W, 2P, R         |
| 1917 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 1         | Types 1W, 2P, R         |
| 1919 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 1         | Types 1W, 1C            |
| 1921 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 1         | Types 1W, 1C            |
| 1923 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 1         | Types 1W, 2P, R         |
| 1924 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 2         | Types 1W, 2P, R         |
| 1926 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 2         | Types 1W, R             |
| 1928 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 2         | Types 1W, R             |
| 1930 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 2         | Types 1W, 2P, R         |
| 1925 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 1         | Types 1W, R             |
| 1927 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 1         | Types 1W, 1C            |
| 1929 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 1         | Types 1W, 1C            |
| 1931 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 2         | Types 1W, 2P, R         |
| 1933 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 2         | Types 1W, 2P            |
| 1935 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 1         | Types 1W, 1C            |
| 1937 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 1         | Types 1W, 1C            |
| 1939 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 2         | Types 1W, 2P            |
| 1932 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 2         | Types 1W, 2P, R         |
| 1934 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 2         | Types 1W, R             |
| 1936 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 2         | Types 1W, R             |
| 1938 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 2         | Types 1W, R             |
| 1940 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 2         | Types 1W, R             |
| 1942 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 2         | Types 1W, 2P, R         |
| 1944 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Cedar Brown              | Type 1         | Types 1W,               |
| 1946 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Cedar Brown              | Type 1         | Types 1W,               |
| 1948 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Cedar Brown              | Type 1         | Types 1W,               |
| 1950 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Cedar Brown              | Type 1         | Types 1W,               |
| 1952 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Cedar Brown              | Type 1         | Types 1W,               |
| 1951 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Cedar Brown              | Type 1         | Types 1W, 1C            |
| 1953 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Cedar Brown              | Type 1         | Types 1W,               |
| 1955 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Cedar Brown              | Type 1         | Types 1W,               |
| 1957 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Cedar Brown              | Type 1         | Types 1W,               |
| 1959 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Cedar Brown              | Type 1         | Types 1W, 1C            |
| 1954 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Weathered Wood           | Type 2         | Types 1W, 2P, R         |
| 1956 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Weathered Wood           | Type 2         | Types 1W, R             |
| 1958 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Weathered Wood           | Type 2         | Types 1W, R             |
| 1960 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Weathered Wood           | Type 2         | Types 1W, R             |
| 1962 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Weathered Wood           | Type 2         | Types 1W, R             |
| 1964 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Weathered Wood           | Type 2         | Types 1W, R             |
| 1966 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Weathered Wood           | Type 2         | Types 1W, 2P, R         |
| 1963 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 2         | Types 1W, 2P            |
| 1965 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 1         | Types 1W,               |
| 1967 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 1         | Types 1W,               |
| 1969 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 1         | Types 1W,               |
| 1971 Lakeport Way | Beachwood                        | Wheat #109                     | Incense #106                   | Slate Grey               | Type 2         | Types 1W, 2P, R         |
| 1973 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 2         | Types 1W, 2P, R         |
| 1975 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 1         | Types 1W,               |
| 1977 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 1         | Types 1W,               |
| 1979 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 1         | Types 1W,               |
| 1981 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 1         | Types 1W,               |
| 1983 Lakeport Way | Monterey Grey                    | Amber White #101               | Hearthstone #216               | Slate Grey               | Type 1         | Types 1W, 2P            |

\*\* Continuation \*\*

| <u>Address</u>      | <u>Siding Color<sup>1</sup></u> | <u>Trim Color<sup>2</sup></u> | <u>Door Color<sup>3</sup></u> | <u>Roof<sup>4</sup></u> | <u>House #</u> | <u>Outdoor Lighti</u> |
|---------------------|---------------------------------|-------------------------------|-------------------------------|-------------------------|----------------|-----------------------|
| 1985 Lakeport Way   | Beachwood                       | Wheat #109                    | Incense #106                  | Slate Grey              | Type 2         | Types 1W, 2P, R       |
| 1987 Lakeport Way   | Beachwood                       | Wheat #109                    | Incense #106                  | Slate Grey              | Type 1         | Types 1W, 1C          |
| 1989 Lakeport Way   | Beachwood                       | Wheat #109                    | Incense #106                  | Slate Grey              | Type 1         | Types 1W, 1C          |
| 1991 Lakeport Way   | Beachwood                       | Wheat #109                    | Incense #106                  | Slate Grey              | Type 1         | Types 1W, 1C          |
| 1993 Lakeport Way   | Beachwood                       | Wheat #109                    | Incense #106                  | Slate Grey              | Type 2         | Types 1W, 2P, R       |
| 1995 Lakeport Way   | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Slate Grey              | Type 2         | Types 1W, 2P, R       |
| 1997 Lakeport Way   | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Slate Grey              | Type 1         | Types 1W, 1C          |
| 1999 Lakeport Way   | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Slate Grey              | Type 1         | Types 1W, 1C          |
| 2001 Lakeport Way   | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Slate Grey              | Type 1         | Types 1W, 1C          |
| 2003 Lakeport Way   | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Slate Grey              | Type 2         | Types 1W, 2P          |
| 11100 Lakespray Way | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Weathered Wood          | Type 2         | Types 1W, 2P          |
| 11102 Lakespray Way | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Weathered Wood          | Type 1         | Types 1W,             |
| 11104 Lakespray Way | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Weathered Wood          | Type 1         | Types 1W,             |
| 11106 Lakespray Way | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Weathered Wood          | Type 1         | Types 1W,             |
| 11108 Lakespray Way | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Weathered Wood          | Type 1         | Types 1W,             |
| 11110 Lakespray Way | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Weathered Wood          | Type 2         | Types 1W, 2P          |
| 11112 Lakespray Way | Beachwood                       | Wheat #109                    | Incense #106                  | Weathered Wood          | Type 2         | Types 1W, 2P, 1C      |
| 11114 Lakespray Way | Beachwood                       | Wheat #109                    | Incense #106                  | Weathered Wood          | Type 1         | Types 1W, 1C          |
| 11116 Lakespray Way | Beachwood                       | Wheat #109                    | Incense #106                  | Weathered Wood          | Type 1         | Types 1W, 1C          |
| 11118 Lakespray Way | Beachwood                       | Wheat #109                    | Incense #106                  | Weathered Wood          | Type 1         | Types 1W, 1C          |
| 11120 Lakespray Way | Beachwood                       | Wheat #109                    | Incense #106                  | Weathered Wood          | Type 1         | Types 1W, 1C          |
| 11122 Lakespray Way | Beachwood                       | Wheat #109                    | Incense #106                  | Weathered Wood          | Type 2         | Types 1W, 2P          |
| 11121 Lakespray Way | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Slate Grey              | Type 2         | Types 1W, 2P, R       |
| 11123 Lakespray Way | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Slate Grey              | Type 2         | Types 1W, R           |
| 11125 Lakespray Way | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Slate Grey              | Type 2         | Types 1W, R           |
| 11127 Lakespray Way | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Slate Grey              | Type 2         | Types 1W, R           |
| 11129 Lakespray Way | Monterey Grey                   | Amber White #101              | Hearthstone #216              | Slate Grey              | Type 2         | Types 1W, 2P, R       |

Note (1): Olympic Solid Color Stain

Note (2): McCormick Paints

Note (3): McCormick Paints (originally oil-based which is being phased out; colors still supported in semi-gloss)

Note (4): Certainteed Asphalt Shingle

## APPENDIX B

### Lakeport Cluster Association Policy Resolution 1995/1 Collection of Routine and Delinquent Assessments

WHEREAS, the Virginia Property Association Act empowers the Board of Directors to set policies and to adopt Rules and Regulations for the Association;

WHEREAS, Article VIII, Section 1 of the Bylaws personally obligates each lot owner, henceforth referred to as the homeowner, to pay an annual assessment to fund the common expenses of the Association; and

WHEREAS, The Board of Directors deems it necessary and in the best interest of the Association to establish orderly procedures for the billing and collection of assessments;

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

#### I ROUTINE COLLECTIONS

- A. All quarterly installments of the annual assessment shall be due and payable on the first day of the applicable quarter ("Due Date").
- B. The Board, or its managing agent, shall mail a notice to every homeowner to inform the homeowner of the amount of the homeowner's fee; however, no homeowner shall be excused of the obligation to pay the assessment if the notice is not received. Each homeowner is under a legal duty to seek out information from the Association about the assessment if the notice is not received.
- C. Non-resident homeowners must furnish the Board with a telephone number and address where they can be contacted; otherwise, all notices shall be sent to the property address within the Association and the members shall be responsible for the information contained therein.
- D. Questions regarding the assessment may be directed to the Association's managing agent, currently the Koger Management Group, (703) 591-2414, or their successors in this capacity.

#### II REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

- A. Late Charge -- Any installment of the assessment which is not fully paid to the Association within 30 days of the Due Date shall be considered delinquent and a late charge in the amount of twenty-five dollars (\$25.00) shall be posted to the account every thirty (30) days thereafter until the installment and all associated late charges and collection costs are fully paid.
- B. Returned Check Charge – If the Association receives a check from a member that fails to clear the homeowner's account, an administrative fee of thirty-five dollars (\$35.00) shall be posted to the account.
- C. Acceleration and Suspension of Privileges – Whenever any homeowner fails to pay any portion of the assessment, the following action may be taken by the Board:
  - 1. The entire balance of the annual assessment may be accelerated and declared due in full; a lien in the accelerated amount may be recorded against the title of the lot; and/or a lawsuit may be filed against the homeowner in the Fairfax County Courts.
  - 2. The Board may suspend a homeowner's privileges and benefits of membership in the Association. If imposed, the suspension shall continue until payment in full on the account is received by the Board of Directors. Suspension may include, but is not limited

to, revocation of common area parking privileges. The homeowner shall be responsible for all costs that the association incurs while effectuating the suspension or reinstatement of the privileges and benefits of membership.

- D. Method of Crediting Payments – Payments received by the association from delinquent homeowners shall be credited in the following priority, as applicable:
1. Any legal fees or costs of collection;
  2. Late charges;
  3. All other charges and fees incurred by the association as a result of any violation by a member, his family, employees, agents, tenants, or licensees of the regulations of the Association;
  4. Any or all special assessments;
  5. Any and all previously billed assessments attributed to that lot/home.
- E. Remedies to Handle Disputes – Homeowners who believe their billing to be wrong, or need more information about a transaction posted to their account must notify the Board, in writing, through the management company, within forty-five (45) days of the “due date” of the first bill on which the error or problem appeared. The Board and Management Company will respond and either explain the billing or adjust the account if a billing error has occurred. The homeowner is responsible for the prompt payment of all charges which are not in dispute. Late payment fees will be adjusted only if the resolution would have brought the original balance to zero (\$0.00) or credit condition.

### III ASSISTANT SECRETARY

- A. The Board of Directors hereby appoints Michell N. Roth, counsel for the Association, or his successor(s) in this capacity, as Assistant Secretary for the purpose of signing Memoranda of Lien.

This Resolution was duly adopted by the Board of Directors this fourth day of December 1995.

LAKEPORT CLUSTER ASSOCIATION

by: s/ Donna Miller, President

## APPENDIX C

### Lakeport Cluster Association Policy Resolution 1991/1

#### Hearing Procedures and Charges of Assessments For Violation of the Lakeport Cluster Association's Governing Documents

WHEREAS, the purposes of the Lakeport Cluster Association are to own, manage, improve, and beautify Cluster Common Area, to promote the peace, health, comfort, safety, and general welfare for the Owners and Occupants of the Cluster; and

WHEREAS, the Cluster Association Board of Directors shall have all powers needed to carry out the purposes of the Cluster association which are enabled by law or the governing documents of the association; and

WHEREAS, every Cluster member shall have the right of enjoyment of the Cluster Common Area and may delegate such right to members of his family, tenants or guests, subject to the right of the Cluster Association Board of Directors to establish reasonable rules of use,

NOW, THEREFORE BE IT RESOLVED THAT the following rules and regulations are hereby adopted, after due notice to the members and a public hearing:

1. The Board of Directors shall have the power to assess charges against any member for any violation of the Deed of Dedication or rules or regulations for which the member or his family members, tenants, guests, or other invitees are responsible.
2. Before any such charges may be assessed, the member shall be given an opportunity to be heard and to be represented by counsel before the Board of Directors or other tribunal constituted by the Board of Directors.
3. Notice of a hearing shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the Association at least fourteen (14) days prior to the hearing.
4. The amount of any charges so assessed shall not exceed ten dollars (\$10.00) per day for any offense of a continuing nature and the charge shall commence no sooner than #2 above.
5. The charges assessed hereunder shall be treated as an assessment against the member's lot for the purposes of Article VII, Section VII.3 and other applicable provisions of the Reston Deed of Dedication, as amended, and for the purposes of Section 55-516 of the Virginia Property Owners Association Act.

These Rules and Regulations shall go into effect thirty (30) days after dissemination to all members of record of the Association.

July, 22, 1991

X \_\_\_\_\_  
Yes No  
X \_\_\_\_\_  
Yes No  
X \_\_\_\_\_  
Yes No  
X \_\_\_\_\_  
Yes No  
X \_\_\_\_\_  
Yes No

s/ Barbara Lintner, President  
Director  
s/ Glen Surbey  
Director  
s/ Gil Blankespoor  
Director  
s/ Ben Rush  
Director  
s/ Verona Evans  
Director

## APPENDIX D

### Lakeport Cluster Association Policy Resolution 2005/1

#### Financial Management: Reserve Accounts

WHEREAS, the Bylaws of the Lakeport Cluster Homeowners Association provide the Board of Directors with the authority to adopt reasonable rules and regulations; and

WHEREAS, the Virginia Property Owners Association Act requires the Board of Directors to formally adopt and publish a written resolution as such;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. For budget and cost accounting purposes, the following criteria must be met for an expense to be considered a reserve expense:
  - It is normally required less frequently than once per year, AND
  - It's expected useful life is greater than one (1) year, AND
  - It's total cost is \$1000 or more

All other expenses shall be considered within the context of the annual operating budget.

2. Consistent with requirements of the Virginia Property Owners Association Act, every fifth year the Cluster will contract with a qualified, independent third party to perform a Condition Assessment and Reserve Study.
3. Because the dominant reserve requirements are pavement-related, two separate reserve accounts shall be maintained: Pavement and Non-Pavement. Monthly allocations from operating income to each reserve account will be made according to a reserve plan that is derived from the Condition Assessment and Reserve Study. The reserve plan shall be designed to assure repair and replacement of aging Cluster assets, and Cluster improvements as needed, while maintaining a positive balance for the sum of the two reserve accounts over a 20-year horizon.

December 12, 2005

LAKEPORT CLUSTER ASSOCIATION

by: s/ Ron Goodes, President

## **APPENDIX E**

### **Lakeport Cluster Association Policy Resolution 2004/1 Association Member Approval of Use of Reserve Funds**

**Passed at the Annual Meeting, September 13, 2004**

WHEREAS, the Bylaws of the Lakeport Cluster Homeowners Association provide the Board of Directors with the authority to adopt reasonable rules and regulations; and

WHEREAS, the Virginia Property Owners Association Act requires the Board of Directors to formally adopt and publish a written resolution as such;

NOW, THEREFORE, BE IT RESOLVED THAT:

Reserve Funds. In certain cases, the use of funds from Association accounts requires notification and/or pre-approval by Association members. Specifically, the Board of Directors may spend Reserve Funds of up to \$5000 without approval of or notice to members. Spending of Reserve Funds in the amount of \$5001 - \$14,999 requires that members receive 30 days advance notice of the expenditure, with a mechanism to voice their concerns or opinions for the Board's consideration prior to the action. The board of Directors may spend reserve funds in the amount of \$15,000 or more only with the approval of a majority of members at a regular meeting or special meeting of members duly called for such a purpose.

BE IT RESOLVED this 13<sup>th</sup> day of September 2004.

Lakeport Cluster Homeowners Association

## APPENDIX F

### Trash Pickup Guidance

*Extracted from material provided by American Disposal Services*

#### Statement of Service

TRASH – Our service is provided for household waste only. Construction and remodeling debris is not household waste. Paint, stain and gas containers are not accepted and are considered hazardous waste. Trash set out to the curb must be in leak-proof metal or plastic containers with tight-fitting lids. For periods of up to 12 hours, heavy-duty plastic bags securely closed at the top may be used. Special pick-ups can be made for larger items. Please call in advance for pricing and to schedule.

RECYCLING – Before January 2006, solid waste collectors in Fairfax County were only required to collect newspaper, metal food and beverage cans, glass bottles and jars and yard waste for recycling. Now, they must also collect mixed paper, flattened cardboard and plastic bottles at the curb. Fairfax County definitions are:

- Mixed paper = any color paper, magazines, phone books, cracker and cereal boxes, catalogs, junk mail, envelopes (with or without windows), newspaper, computer paper. Do not include paper plates or napkins, hardback books, wax paper, etc. (NOTE: If you shred your paper first, please put it in a paper bag and tape or staple it shut. This will keep it from blowing out of your bin and around your neighborhood.)
- Flattened cardboard = any clean cardboard can be recycled. However, it must be flattened. Do not include items with food residue such as pizza boxes, etc.
- Plastic bottles = plastic containers where the neck is narrower than the base. The number on the plastic does not matter! Do not include plastic containers other than bottles.

Newspapers need to be bundled and tied or placed in a brown paper bag separate from the other recyclables.

YARD DEBRIS – Grass clippings, leaves and tree limbs are what we consider to be acceptable. Grass and leaves must be bagged or put in cans. Tree limbs and brush must be bundled and tied. Limbs no longer than 5 feet in length and 3 inches in diameter. Items that are bagged or bundled are not to exceed 50 pounds. Concrete, rocks, sod and dirt are not accepted.

American Disposal Service observes the following holidays: New Years Day, Thanksgiving, and Christmas Day. If your service falls on any of these holidays, your next pickup will be scheduled on your next scheduled service day. We reserve the right to cancel service on any day that we consider unsafe due to inclement weather. Weather permitting, your refuse will be picked up on your next scheduled service day. No adjustments will be made to your account.

#### **PLEASE HAVE YOUR TRASH AND RECYCLING TO THE CURB THE NIGHT BEFORE PICKUP**

If you have any questions please call American Disposal at 703-368-0500.

PROPERTY – Please do not write or paint on the trashcans or recycling bins. Lost, stolen, or damaged trashcans are subject to a \$75.00 fee. Lost, stolen or damaged recycling bins are subject to a \$10.00 fee. All trash cans and recycling bins remain the property of American Disposal Services.