

VA PROPERTY OWNERS ASSOCIATION DISCLOSURE

Roseberry Community Association Inc

Current Owner: Nancy B. Hall Estate

**Property Address: 9400 Signal Station Dr
Manassas, VA 20111-8253**

Requestor Name: Frank Pugh

Requestor Phone: 703-777-6084

Date Prepared: 02-11-2020

In accordance with Section 55.1-1809 of the Virginia Property Owners' Association Act, as amended, we hereby certify that, based on the best knowledge and belief of the association, the information set forth below is accurate as the date hereof.

1. Is the Association an incorporated entity in the Commonwealth of Virginia?

Roseberry Community Association is incorporated in Virginia

2. If yes, the name and address of the registered agent is:

**Chadwick, Washington, Moriarty, Elmore & Bunn, P.C.
3102 Jermantown Road, Suite 600
Fairfax, Virginia 22030**

3. The regular assessment amount is:

The Association levies annual assessments of \$560.00 payable in equal quarterly installments of \$140.00 due on the 1st of each quarter to pay common expenses. A late charge of \$14.00 is currently applied to any assessment or installment thereof, which is not paid within 30 days after the date it becomes due.

4. Other fees or charges imposed by the Association:

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The Association charges fees for the preparation of this Disclosure Packet and for related expenses. The fees are charged pursuant to Va. Code 55-509.6. The fee schedule is as follows:

If this packet is prepared and delivered in paper format, a fee of \$294 shall be charged for delivery. If this packet is prepared and delivered in electronic format, a fee of \$264 shall be charged.

If expedited handling is requested by the seller or his agent, a fee of up to \$58 shall be charged.

Unless otherwise specified herein, all fees shall be collected at settlement and shall be due and payable out of the settlement proceeds.

The seller shall be responsible for all costs associated with the preparation and delivery of this packet, except for the costs of any disclosure packet update or financial update, which costs shall be the responsibility of the requester, payable at settlement.

All fees and costs for this disclosure packet shall be the personal obligation of the lot owner and shall be an assessment against the lot and collectible as any other assessment, if not paid at settlement or within 60 days of the delivery of the disclosure packet, whichever occurs first.

5. Any approved expenditures that require an additional assessment during the current year or the immediately succeeding fiscal year are:

At the present time, the Board of Directors of the Association has not approved any expenditure of funds that will require an assessment against all owners in addition to the regular assessment during the current or the immediately succeeding fiscal year.

6. The status of the account is as follows. Total assessments, other fees or charges in arrears, through the date above, are:

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Current Assessment Amount:\$140.00

Assessment in Arrears: \$154.00

Disclosure Package Fee: \$264.00

TOTAL BALANCE DUE: \$418.00

Association Dues Paid Through: December 31, 2019

Please have your settlement agent call (703) 803-9641 for an update of amounts due at least two business days before settlement.

7. The post-closing fees associated with the purchase, disposition and maintenance of the lot and the use of the common area, payable to Sequoia Management Co., Inc., are:

A post-closing fee in the amount of \$58 shall be charged to the purchaser (and collected at settlement) for administrative costs incurred by the Association for the change of Association records to reflect the ownership of the lot by the new member.

8. Other fees and charges by other entities or facilities are as follows:

The Lot Owner is not responsible to any other entity or facility for fees or charges.

9. The current amount of any reserve or replacement fund is (summary & copy is enclosed):

As of December 31, 2019, there is a balance in the reserve for replacement fund (reserve account) of approximately \$281,500.00.

10. No portion of the reserve fund has been allocated by the board of directors for a specific project except as follows:

11. Attached are a copy of the Association's current budget (or a summary thereof) and a copy of its statement of income and expenses or financial condition for the last fiscal year available.

See attached

12. The balance due of any outstanding loans of the Association is:

13. There are no pending suits or unpaid judgments to which the Association is a party which either could or would have a material impact on the association or its members or which relates to the lot being purchased except as follows:

14. As required by the Associations Declaration and Bylaws, certain insurance policies including liability, hazard, property damage, comprehensive liability, and directors and officers, as well as a fidelity bond are maintained. Members of the Association are strongly urged to obtain property damage, flood, comprehensive liability and any other typical homeowner coverage recommended by their personal insurance agent.

15. Fidelity Bond Amount:

16. Insurance contact information:

**Nationwide Insurance
Keith Puffenbarger - Agent
540-347-7322**

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17. There is no restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale except as follows:

Only one sign advertising a property for sale or for rent may be displayed. Such signs may not exceed five (5) square feet in area. The signs may only be placed in the front yard of the available properties. Two directional signs are permitted on association common area beginning Fridays at 5PM and ending Sundays at 7PM. Signs and signpost are to be maintained in vertical alignment and without any unsightly, broken, or loose hanging face boards. Real estate signs shall be removed within 72 hours after a sales or rental contract is finalized.

18. There is no restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including, but not limited to reasonable restrictions as to size, place and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag except as follows:

An application is required for permanent flagpoles. Permanent flagpoles shall not exceed 12ft in height. Color and location shall be appropriate for the size of the property and background. Permanent freestanding flagpoles must be installed and maintained in a vertical position. Applications are not required for temporary flagpole staffs not exceeding 6ft in length and attached to an incline to the front wall or pillar of the house.

The Association restricts the display of holiday flags and banners except to thirty (30) days prior to and after the commemorated holiday.

19. There is no restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property except as follows:

An architectural application must be submitted and approved prior to installation.

20. Known project approvals currently in effect by secondary mortgage market agencies:

The Association has no known project approvals that have been issued by secondary mortgage market agencies and currently in effect, including but not limited to the Federal Housing Administration (FHA), the Veterans Administration (VA), and Federal National Mortgage Association (Fannie Mae).

21. The association complaint procedure as required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50 is:

See attached

22. Attached to this packet are the current Declarations, Articles of Incorporation, Bylaws, and any Rules and Regulations or Architectural Guidelines adopted per Governing Documents. Also attached are any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the resale disclosure packet.

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23. If notice has been given to the lot owner by the association of any current or pending rule or architectural violation, then it is attached.
24. The association has filed with the Common Interest Community Board the annual report required by 55.1-1835 of the Code of Virginia. The certificate number is (#) and expires on:

Certificate Number: 0550005353

Expires: 10-31-2019

25. The name and address of the Management Agent is:

Sequoia Management Co., Inc.

13998 Parkeast Circle

Chantilly, VA 20151

All fees and costs for the disclosure packet shall be the personal obligation of the lot owner and shall be an assessment against the lot and collectible as any other assessment in accordance with the provisions of the declaration and Section 55.1-1833, if not paid at settlement or within 60 days of the delivery of the disclosure packet, whichever occurs first.

- (i) the purchaser is responsible for his own examination of the documents included in the resale disclosure;
(ii) the purchaser shall carefully review the entire disclosure package; and
(iii) the contents of the resale certificate or disclosure package shall control to the extent that there are any inconsistencies between the CIC Board form and the resale certificate or disclosure package.

The information above was obtained by the following representative of the project's Homeowners Association

Name: Danny Niemi

Phone: 703-803-9641

Title: Community Manager

Date: 02-11-2020



Signature

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Comments

ALL DOCUMENTS AND INFORMATION CONTAINED IN THIS DISCLOSURE PACKAGE PLAY AN IMPORTANT ROLE IN LIVING WITHIN A COMMON INTEREST COMMUNITY AND SHOULD BE REVIEWED CAREFULLY PRIOR TO YOUR PURCHASE OF THE PROPERTY.

Closing Agents MUST register at HomeWiseDocs.com and request the Escrow Instructions-Payoff Statement request to get payoff &/or closing instructions.

It is essential that Sequoia receives a copy of the settlement statement at the time of settlement.

Failure to provide this information could delay the receipt of the assessment statement for the lot for payment and could result in legal proceedings against the new owner if assessment fees are not received on time.

Please forward this information to:

Sequoia Management Company, Inc.
13998 Parkeast Circle
Chantilly, Virginia 20151-2283

If you have any questions or concerns, please feel free to contact me at (703) 803-9641.

Thank you for your cooperation.

Post Office Box 29570
Richmond, Virginia 23242-0570
(804) 367-8510
cic@dpor.virginia.gov
www.dpor.virginia.gov

Common Interest Community Board PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET NOTICE

Section 54.1-2350 of the *Code of Virginia* requires that this form accompany disclosure packets issued pursuant to § 55.1-1809 of the *Code of Virginia*.

The lot being purchased is in a development subject to the Property Owners' Association Act ("Act"). Properties subject to the Act are considered "common interest communities" under the law. Owning and living in a community governed by a common interest community association has benefits and obligations. Upon accepting title to a lot within a community governed by a common interest community association, membership in the property owners' association ("association") is mandatory and automatic. The Act specifies the contents of the **disclosure packet**, and fees that may be charged for preparation and distribution of the disclosure packet.

In addition to information provided in the disclosure packet, the following are important considerations when purchasing a lot in a community governed by an association.

Assessments

Each owner is responsible for and obligated to pay regular assessments and, if applicable, other assessments, including special assessments, and other mandatory fees to ensure that the association's financial requirements are met. Assessments are mandatory, imposed by the association for expenses incurred for maintenance and services provided for the benefit of some or all of the lots, reserves for future expenditures, the maintenance, repair, and replacement of the common area, including for the construction or maintenance of stormwater management facilities, insurance, administrative expenses, and other costs and expenses established in the governing documents. Failure or refusal to pay assessments and any other mandatory fees may result in imposition of late fees, interest, costs and attorney fees, recordation of a lien, filing a lawsuit and obtaining judgment against the lot owner, foreclosing on the lot to enforce the lien, and other actions permitted by the governing documents and the Act.

Declaration and Other Governing Documents

Governing documents typically include a declaration, plats, articles of incorporation, bylaws, rules and regulations, and architectural standards or guidelines ("governing documents"). The governing documents, association policies, and other information contained in the disclosure packet describe the basis for living in a community governed by a common interest community association. The form of governance, nature and scope of services, as well as limitations on property use are addressed in the governing documents, and association policies.

Owners have the responsibility, among other things, to comply with the restrictive covenants and association policies that outline what owners may and may not do on lots and common area. Use of common area, financial obligations of owners and other rights, responsibilities and benefits associated with ownership in a common interest community are subject to the provisions of governing documents and association policies. Some decisions are made by the association board of directors, while other decisions

are reserved to a vote of association members. Failure to comply with the governing documents and association policies may result in monetary penalties, a lien against the lot, suspension of certain privileges, and legal action against the lot owner.

Limitations

The governing documents and association policies may establish limitations affecting use of individual lots and the common area. While the limitations applicable to each association may vary from community to community, § 54.1-2350 of the Code of Virginia makes particular reference to the following. The governing documents and association policies may establish:

- Limitations on an owner's ability to rent the lot.
- Limitations on parking and storage of certain types of motor vehicles and boats within the community.
- Limitations on maintenance of pets on a lot or in common areas.
- Limitations on operation of a business within a dwelling unit on a lot.
- Architectural restrictions applicable to an owner's lot.
- The period or length of time that the declarant (developer) may control membership on the board, make decisions on behalf of the association, and therefore operate the association. This period is often referred to as the *declarant control period*. At the conclusion of the declarant control period, control of the association is transferred to the members.

This list does not represent all limitations that may affect lots within the common interest community.

Important Notice for Purchasers

The contract to purchase a lot within a community governed by a common interest community association is a legally binding document. The purchaser may have the right to cancel the contract after receiving the disclosure packet.

Information provided in this form is a summary of select matters to consider when purchasing a lot in a community governed by a common interest community association but should not be relied upon exclusively to understand the character and nature of the community and association.

The purchaser is responsible for examining the information contained in and provided with the disclosure packet. The purchaser shall carefully review the entire disclosure packet. The purchaser may request an update of the disclosure packet.

The contents of the disclosure packet control to the extent that there are any inconsistencies between this form and the disclosure packet.

The Disclosure Packet must include the following:

- 1 Association name, and if incorporated, the state of incorporation and the name and address of its registered agent in Virginia;
- 2 A statement of any expenditures of funds approved by the association or the board of directors that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year;
- 3 A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association, together with any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition, and maintenance of the lot and to the right of use of common areas, and the status of the account;
- 4 A statement of whether there is any other entity or facility to which the lot owner may be liable for fees or other charges;
- 5 The current reserve study report or summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund allocated by the board of directors for a specified project;
- 6 A copy of the association's current budget or a summary thereof prepared by the association, and a copy of its statement of income and expenses or statement of its financial position (balance sheet) for the last fiscal year for which such statement is available, including a statement of the balance due of any outstanding loans of the association;
- 7 A statement of the nature and status of any pending suit or unpaid judgment to which the association is a party and that either could or would have a material impact on the association or its members or that relates to the lot being purchased;
- 8 A statement setting forth what insurance coverage is provided for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- 9 A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto, are or are not in violation of any of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any, of the association;
- 10 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
- 11 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including but not limited to reasonable restrictions as to the size, place, and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- 12 A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property;
- 13 The current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- 14 Any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet;
- 15 The notice given to the lot owner by the association of any current or pending rule or

architectural violation;

- 16 A copy of the fully completed form developed by the Common Interest Community Board pursuant to § 54.1-2350;
- 17 Certification that the association has filed with the Common Interest Community Board the annual report required by § 55.1-1835, which certification shall indicate the filing number assigned by the Common Interest Community Board and the expiration date of such filing;
- 18 A statement indicating any known project approvals currently in effect by secondary mortgage market agencies; and
- 19 The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.