

## NEW RESIDENT KINGSTON CHASE HOA DATABASE INFORMATION SHEET

The following information is required by the Association for mailing the Kingston Chase newsletter (the *Crier*), billing purposes, admission to the pool (with photo of all residents), and publication of the Kingston Chase directory. It will not be used for any other purpose.

Please return this form to [info@kchoa.org](mailto:info@kchoa.org) or: KCHOA, PO Box 332, Herndon, VA 20172.

DATE: \_\_\_\_\_ LOT #: \_\_\_\_\_

Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

*Please check if appropriate. Your name and phone number will be published in the Kingston Chase phone directory (published once every three years) unless you indicate otherwise.*

**DO NOT** publish my **name** in the Kingston Chase phone directory.

**DO NOT** publish my **phone number** in the Kingston Chase phone directory.

**Please complete the sections below.**

### **SECTION 1**

I own this home or  I rent this home (if so, please also fill out Section 3)

Primary Resident's Name: \_\_\_\_\_

Co-Resident's Full Name: \_\_\_\_\_

Main Phone Number: \_\_\_\_\_

Alternate Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please list all *other* current or anticipated occupants of this lot, including all children:

Occupant Full Name: \_\_\_\_\_

Occupant Full Name: \_\_\_\_\_

Occupant Full Name: \_\_\_\_\_

### **SECTION 2**

A recent picture (within last three years) of all residents is enclosed, with names and lot number on the back. You may email you photo(s) to [info@kchoa.org](mailto:info@kchoa.org).

Please check the boxes below to sign up for email updates from:

KCHOA Neighborhood Watch (crime and safety).

KCHOA general information (community events, speakers and deadlines).

KCHOA newsletter (the *Crier*) in electronic format only (except December issue). Please provide your email address under Section 1. Please print clearly.

**SECTION 3** *If you are not the owner of this lot, please also complete the following:*

Owner's Name: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Owner's Telephone Number: \_\_\_\_\_

Owner's Email Address: \_\_\_\_\_

# 2019 POOL SCHEDULE

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## School Schedule: May 25<sup>th</sup>-June 13<sup>th</sup> & Aug 26<sup>th</sup>- 30<sup>th</sup>

|                   |            |
|-------------------|------------|
| Monday - Thursday | 4 pm – 8pm |
| Friday            | 4 pm – 9pm |
| Saturday          | 11am – 9pm |
| Sunday            | 11am – 8pm |

## Regular Schedule June 14<sup>th</sup> - Sept 2<sup>nd</sup>

|   |            |
|---|------------|
| Sunday -Wednesday                                   | 11am – 8pm |
| Thursday - Saturday                                 | 11am – 9pm |
| May 27, July 4 <sup>th</sup> & Sept 2 <sup>nd</sup> | 11am – 8pm |

## Summer Bonus Days Sept 6<sup>th</sup> - Sept 8<sup>th</sup>

|                     |            |
|---------------------|------------|
| Friday              | 4pm – 8pm  |
| Saturday and Sunday | 11am – 8pm |

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**Adult Pool Party:** July 20<sup>th</sup> - 6pm – 12am - Pool will close at 5pm

**Teen Pool Party:** Date and time to be determined

**Swim Team Party:** Sunday July 21<sup>st</sup> – Pool closes at 5pm

**Lap Lanes:** There will be two lap lanes (1 & 2) reserved for lap swimmers only, Lane 1 only when pool is overly crowded and none during home swim meets. During swim team evening practice, the lap lane will be lane 5 only. Lane 6 will be for open swim.

**Swim Team:** Practices from May 28<sup>th</sup> until July 19<sup>th</sup>

Swim team will have four dedicated swim lanes (1-4) for team practice on Mondays through Thursdays between 5:00pm and 7:00pm from May 28<sup>th</sup> through June 13<sup>th</sup>.

Morning practice for swim team will be 8am-10am Monday –Friday beginning June 14<sup>th</sup> and continue until July 19<sup>th</sup>. **Go Fighters!**

## **Home Swim Meets – The main and baby pools are closed during swim meets:**

- Saturday June 8<sup>th</sup> – Time Trials – Pool may not open until noon
- Saturday June 15<sup>th</sup> – against KINGSTREAM – Pool may not open until noon
- Saturday June 22<sup>nd</sup> – against COMMUNITY CENTER & FAIRCREST – Pool may not open until noon
- Wednesday June 26<sup>th</sup> - against FOXFIELD – Pool closes at 5pm
- Saturday July 6<sup>th</sup> – against HUNTERS CREEK – Pool may not open until noon
- **Monday July 8<sup>th</sup> the pool will close at 2pm for Clinic**
- **Tuesday July 9<sup>th</sup> the pool will be closed all day while Kingston Chase hosts the Herndon Swim Olympics. All are welcome to see the best swimmers in the area and enjoy the food!**
- Saturday July 13<sup>th</sup> - against REFLECTIONS – Pool MAY NOT open until noon

**You may swim at Hiddenbrook Pool when our pool is closed for meets.**

Post Office Box 29570  
Richmond, Virginia 23242-0570  
(804) 367-8510  
[cic@dpor.virginia.gov](mailto:cic@dpor.virginia.gov)  
[www.dpor.virginia.gov](http://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 § 55-509.5 of the *Code of Virginia*.

The lot being purchased is in a development subject to the Virginia 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.

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### Assessments

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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.

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### Declaration and Other Governing Documents

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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.

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## Limitations

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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.**

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## Important Notice for Purchasers

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**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.***

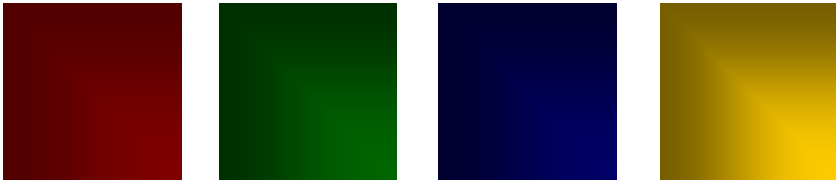
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The Disclosure Packet must include the following:

- 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 §55-516.1, 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.



*Improving the Way You Manage Facilities*

**Report of**

# **Condition Assessment and Reserve Study Update**

# **Kingston Chase Homeowners Association Herndon, Virginia**

**FEA Report No. R01.2014.008306  
June 4, 2015**



12701 Fair Lakes Circle, Ste 101  
Fairfax, Virginia 22033  
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703.591.4857 fax  
[www.feapc.com](http://www.feapc.com)



June 4, 2015

Kingston Chase Homeowners Association  
P.O. Box 332  
Herndon, VA 20172

**ATTENTION:** Kingston Chase Board of Directors

**SUBJECT:     REPORT OF RESERVE STUDY UPDATE**  
**Kingston Chase Homeowners Association (KCHOA)**  
**Herndon, Virginia**  
**FEA Project No.: R01.2014.008306**

Esteemed Board:

Facility Engineering Associates, P.C. (FEA) has completed this report of our Reserve Study and Condition Assessment for Kingston Chase Homeowners Association in Herndon, Virginia.

KCHOA reported a reserve balance of \$280,119 on January 1, 2015. An annual contribution of **\$40,961** to the reserve fund is currently budgeted for 2015, and approximately \$14,500 in expenditures are projected for 2015, including repairs to the tennis court and replacement of the pool house flooring. Our analysis uses a reserve balance of **\$224,658** after these projected expenditures.

Table 4, in Appendix D, shows that an annual reserve contribution of \$40,961 is not sufficient to maintain a positive reserve balance throughout the 20-year study period, in fact, it falls below zero in 2030. Table 4A shows an increase to the annual reserve contribution by 2% throughout the study period in order to maintain a reserve balance within the recommended levels.

FEA recommends that reserve studies be updated every three to five years. We have enjoyed working with you on this project and look forward to serving you in the future.

Very truly yours,  
**FACILITY ENGINEERING ASSOCIATES, P.C.**

A handwritten signature in blue ink that reads "Kristin Moreno Westover".

Kristin Moreno Westover, LEED AP O+M  
Project Engineer

A handwritten signature in blue ink that reads "Mayra Portalatin".

Mayra Portalatin, RS, SFP, LEED AP O+M  
Senior Professional



## CASH FLOW SUMMARY EXPLANATION

The following tables present cash flow summaries over the twenty-year study period.

Table 4 shows the cash flow summary using the **current reserve contribution of \$40,961 and a reserve balance of \$226,619** based on a \$280,119 starting balance on January 1, 2015 and various projected expenditures totaling \$53,500. Based on projected reserve expenditures and the current level of contribution, funding falls below zero in 2030. **Table 4A shows the effect of a 2% increase starting in 2016.** The 2% increase would allow KCHOA to be adequately funded for the study period.

The tables are followed by bar charts showing expenditures vs. reserve balance, and a graph illustrated funding levels versus recommended funding.

Tables assume a 3% inflation rate. This is the average annual increase in the Consumer Price Index for the past 10 years. Tables assume a 0.5% interest rate on reserve fund investments, based on information provided by KCHOA.

Individual columns in each table contain the following information:

- Column 1. **Year**
- Column 2. **Total Component Value** - total worth of all reserve component repair/replacement costs in that year
- Column 3. **Beginning Reserve Balance**, which shows the amount after all activity in the prior year is completed
- Column 4. **Yearly Contribution**
- Column 5. **Component Method Contribution**, which represents the sum of all component contributions required for each year
- Column 6. **Interest Paid on Reserve Balance.** This is the interest paid on the reserve balance calculated as if the annual expenditures were paid at the beginning of the year.
- Column 7. **Capital Expenditures.** This is the sum of all replacement reserve projects that need to be completed in a given year.
- Column 8. **Ending Reserve Balance.** This is the result of the beginning reserve balance, plus annual contribution, plus interest income, less expenditures made during the year.
- Column 9. **% Total Component Value.** Ratio of the ending reserve balance to the total component value, expressed as a percentage.

**TABLE 4  
CASH FLOW SUMMARY  
Current Funding**

| KINGSTON CHASE HOMEOWNERS ASSOCIATION |                               |                                 |                        |                                     |  |                        |                           |                               |      |
|---------------------------------------|-------------------------------|---------------------------------|------------------------|-------------------------------------|--|------------------------|---------------------------|-------------------------------|------|
| Initial Contribution:                 |                               | \$40,961                        |                        |                                     |  |                        | Begin Study Period:       |                               | 2010 |
| Projected Increase:                   |                               |                                 |                        |                                     |  |                        | End Study Period:         |                               | 2029 |
| Beginning Balance                     |                               | \$224,658                       |                        |                                     |  |                        |                           |                               |      |
| Year                                  | Reserve<br>Component<br>Value | Beginning<br>Reserve<br>Balance | Yearly<br>Contribution | Component<br>Method<br>Contribution | Interest Paid<br>On Reserve<br>Balance | Capital<br>Expenditure | Ending Reserve<br>Balance | % Total<br>Component<br>Value |      |
| 2015                                  | \$415,748                     | \$224,658                       | \$40,961               | \$107,632                           | \$428                                  | \$139,000              | \$127,047                 | 31%                           |      |
| 2016                                  | \$428,220                     | \$127,047                       | \$40,961               | \$67,688                            | \$303                                  | \$66,448               | \$101,863                 | 24%                           |      |
| 2017                                  | \$441,067                     | \$101,863                       | \$40,961               | \$54,220                            | \$256                                  | \$50,637               | \$92,444                  | 21%                           |      |
| 2018                                  | \$454,299                     | \$92,444                        | \$40,961               | \$54,306                            | \$429                                  | \$6,556                | \$127,278                 | 28%                           |      |
| 2019                                  | \$467,927                     | \$127,278                       | \$40,961               | \$53,898                            | \$453                                  | \$36,618               | \$132,074                 | 28%                           |      |
| 2020                                  | \$481,965                     | \$132,074                       | \$40,961               | \$57,658                            | \$365                                  | \$59,123               | \$114,276                 | 24%                           |      |
| 2021                                  | \$496,424                     | \$114,276                       | \$40,961               | \$57,961                            | \$510                                  | \$12,358               | \$143,389                 | 29%                           |      |
| 2022                                  | \$511,317                     | \$143,389                       | \$40,961               | \$59,574                            | \$461                                  | \$51,286               | \$133,524                 | 26%                           |      |
| 2023                                  | \$526,656                     | \$133,524                       | \$40,961               | \$59,574                            | \$668                                  |                        | \$175,153                 | 33%                           |      |
| 2024                                  | \$542,456                     | \$175,153                       | \$40,961               | \$63,692                            | \$707                                  | \$33,794               | \$183,027                 | 34%                           |      |
| 2025                                  | \$558,730                     | \$183,027                       | \$40,961               | \$62,249                            | \$428                                  | \$97,434               | \$126,982                 | 23%                           |      |
| 2026                                  | \$575,492                     | \$126,982                       | \$40,961               | \$63,159                            | \$490                                  | \$29,069               | \$139,364                 | 24%                           |      |
| 2027                                  | \$592,757                     | \$139,364                       | \$40,961               | \$63,845                            | \$589                                  | \$21,572               | \$159,342                 | 27%                           |      |
| 2028                                  | \$610,539                     | \$159,342                       | \$40,961               | \$65,128                            | \$563                                  | \$46,699               | \$154,167                 | 25%                           |      |
| 2029                                  | \$628,855                     | \$154,167                       | \$40,961               | \$67,309                            | \$480                                  | \$58,265               | \$137,342                 | 22%                           |      |
| 2030                                  | \$647,721                     | \$137,342                       | \$40,961               | \$56,176                            |  | \$215,778              | (\$37,475)                | -6%                           |      |
| 2031                                  | \$667,153                     | (\$37,475)                      | \$40,961               | \$58,567                            |  | \$71,089               | (\$67,603)                | -10%                          |      |
| 2032                                  | \$687,167                     | (\$67,603)                      | \$40,961               | \$56,535                            |  | \$44,462               | (\$71,103)                | -10%                          |      |
| 2033                                  | \$707,782                     | (\$71,103)                      | \$40,961               | \$56,587                            |  | \$1,702                | (\$31,845)                | -4%                           |      |
| 2034                                  | \$729,016                     | (\$31,845)                      | \$40,961               | \$50,544                            |  | \$52,956               | (\$43,839)                | -6%                           |      |

**TABLE 4A  
CASH FLOW SUMMARY  
2% Annual Increase to Reserve Contribution**

| <b>KINGSTON CHASE HOMEOWNERS ASSOCIATION</b> |                               |                                 |                        |                                     |  |                        |                            |                               |             |
|--|-------------------------------|---------------------------------|------------------------|-------------------------------------|--|------------------------|----------------------------|-------------------------------|-------------|
| <b>Initial Contribution:</b>                 |                               | <b>\$40,961</b>                 |                        |                                     |  |                        | <b>Begin Study Period:</b> |                               | <b>2010</b> |
| <b>Projected Increase:</b>                   |                               | <b>2.0%</b>                     |                        |                                     |  |                        | <b>End Study Period:</b>   |                               | <b>2029</b> |
| <b>Beginning Balance</b>                     |                               | <b>\$224,658</b>                |                        |                                     |  |                        |                            |                               |             |
| Year   | Reserve<br>Component<br>Value | Beginning<br>Reserve<br>Balance | Yearly<br>Contribution | Component<br>Method<br>Contribution | Interest Paid<br>On Reserve<br>Balance | Capital<br>Expenditure | Ending Reserve<br>Balance  | % Total<br>Component<br>Value |             |
| 2015   | \$415,748                     | \$224,658                       | \$40,961               | \$107,632                           | \$428                                  | \$139,000              | \$127,047                  | 31%                           |             |
| 2016   | \$428,220                     | \$127,047                       | \$41,780               | \$67,688                            | \$303                                  | \$66,448               | \$102,683                  | 24%                           |             |
| 2017   | \$441,067                     | \$102,683                       | \$42,616               | \$54,220                            | \$260                                  | \$50,637               | \$94,922                   | 22%                           |             |
| 2018   | \$454,299                     | \$94,922                        | \$43,468               | \$54,306                            | \$442                                  | \$6,556                | \$132,276                  | 29%                           |             |
| 2019   | \$467,927                     | \$132,276                       | \$44,338               | \$53,898                            | \$478                                  | \$36,618               | \$140,473                  | 30%                           |             |
| 2020   | \$481,965                     | \$140,473                       | \$45,224               | \$57,658                            | \$407                                  | \$59,123               | \$126,981                  | 26%                           |             |
| 2021   | \$496,424                     | \$126,981                       | \$46,129               | \$57,961                            | \$573                                  | \$12,358               | \$161,324                  | 32%                           |             |
| 2022   | \$511,317                     | \$161,324                       | \$47,051               | \$59,574                            | \$550                                  | \$51,286               | \$157,640                  | 31%                           |             |
| 2023   | \$526,656                     | \$157,640                       | \$47,992               | \$59,574                            | \$788                                  |                        | \$206,421                  | 39%                           |             |
| 2024   | \$542,456                     | \$206,421                       | \$48,952               | \$63,692                            | \$863                                  | \$33,794               | \$222,442                  | 41%                           |             |
| 2025   | \$558,730                     | \$222,442                       | \$49,931               | \$62,249                            | \$625                                  | \$97,434               | \$175,565                  | 31%                           |             |
| 2026   | \$575,492                     | \$175,565                       | \$50,930               | \$63,159                            | \$732                                  | \$29,069               | \$198,158                  | 34%                           |             |
| 2027   | \$592,757                     | \$198,158                       | \$51,948               | \$63,845                            | \$883                                  | \$21,572               | \$229,418                  | 39%                           |             |
| 2028   | \$610,539                     | \$229,418                       | \$52,987               | \$65,128                            | \$914                                  | \$46,699               | \$236,619                  | 39%                           |             |
| 2029   | \$628,855                     | \$236,619                       | \$54,047               | \$67,309                            | \$892                                  | \$58,265               | \$233,293                  | 37%                           |             |
| 2030   | \$647,721                     | \$233,293                       | \$55,128               | \$56,176                            | \$88                                   | \$215,778              | \$72,731                   | 11%                           |             |
| 2031   | \$667,153                     | \$72,731                        | \$56,231               | \$58,567                            | \$8                                    | \$71,089               | \$57,881                   | 9%                            |             |
| 2032   | \$687,167                     | \$57,881                        | \$57,355               | \$56,535                            | \$67                                   | \$44,462               | \$70,842                   | 10%                           |             |
| 2033   | \$707,782                     | \$70,842                        | \$58,502               | \$56,587                            | \$346                                  | \$1,702                | \$127,987                  | 18%                           |             |
| 2034   | \$729,016                     | \$127,987                       | \$59,672               | \$50,544                            | \$375                                  | \$52,956               | \$135,079                  | 19%                           |             |

# Kingston Chase HOA 2019 Budget

| INCOME                               | Item                | Amount              |
|--------------------------------------|---------------------|---------------------|
| Homeowner<br>(KC 537 @ \$358)        | Disclosure Packets  | \$1,500.00          |
|                                      | Homeowners Dues     | \$192,246.00        |
|                                      | Interest Earned     | \$500.00            |
|                                      | Late Payments/Liens | \$0.00              |
| Total Homeowner                      |                     | \$194,246.00        |
| Pool (9 @ \$358)                     | Herndon Crossing    | \$3,222.00          |
|                                      | Visitors            | \$1,778.00          |
| Total Pool Membership and Guest Fees |                     | \$5,000.00          |
| Publication                          | Crier Ads           | \$1,500.00          |
| Social                               | Adult Pool Party    | \$1,600.00          |
|                                      | Teen Pool Party     | \$60.00             |
| Total Social                         |                     | \$1,660.00          |
| <b>TOTAL INCOME</b>                  |                     | <b>\$202,406.00</b> |

| EXPENSES                               | Item                       | Amount      |
|--|----------------------------|-------------|
| ARC                                    | Meeting Expenses           | \$250.00    |
| Total Architectural Review Committee   |                            | \$250.00    |
| BG&M                                   | Clubhouse HVAC Maintenance | \$500.00    |
|  | Building Repairs           | \$300.00    |
|  | Tennis Court               | \$250.00    |
|  | Pest Control               | \$765.00    |
| Total Buildings, Grounds & Maintenance |                            | \$1,815.00  |
| Landscape                              | Grass Mowing               | \$7,000.00  |
|  | Planting/Removals          | \$7,000.00  |
|  | Snow Removal               | \$400.00    |
|  | Seed/Fertilizer/Mulch      | \$3,500.00  |
| Total Landscape                        |                            | \$17,900.00 |

|            |                                   |             |             |
|------------|-----------------------------------|-------------|-------------|
| Management | Tax & Accounting Services         | \$2,500.00  |             |
|            | Administrative Services           | \$10,000.00 |             |
|            | President's Disc Fund             | \$700.00    |             |
|            | Clubhouse Cleaning                | \$1,000.00  |             |
|            | Neighborhood Watch                | \$100.00    |             |
|            | Playgroup                         | \$300.00    |             |
|            | Swim Team                         | \$2,900.00  |             |
|            | Conservation Corps                | \$500.00    |             |
|            | Electricity and Water             | \$1,600.00  |             |
|            | Insurance                         | \$4,300.00  |             |
|            | Legal Services                    | \$5,000.00  |             |
|            | Mailbox Rental                    | \$220.00    |             |
|            | Mileage Reimbursement             | \$100.00    |             |
|            | Board Mtg Expenses                | \$250.00    |             |
|            | Postage                           | \$1,200.00  |             |
|            | Supplies                          | \$700.00    |             |
|            | Taxes/Registration                | \$2,500.00  |             |
|            | Welcome Supplies                  | \$200.00    |             |
|            | Bank Service Charges              | \$20.00     |             |
|            | Website Hosting (Online Payments) | \$525.00    |             |
|            | Wi-Fi Pool Season                 | \$900.00    |             |
|            | Software and File Mgmt            | \$500.00    |             |
|            | Grill                             | \$300.00    |             |
|            | Trash Service                     | \$800.00    |             |
|            |                                   |             | \$37,115.00 |

| EXPENSES, cont.       | Item                   | Amount      |
|-----------------------|------------------------|-------------|
| Pool Operations       | Electricity            | \$6,000.00  |
|                       | Extra Open Hours       | \$200.00    |
|                       | Management             | \$68,600.00 |
|                       | Permit Fees            | \$300.00    |
|                       | Phone                  | \$550.00    |
|                       | Supplies & Maintenance | \$12,000.00 |
|                       | Toys                   | \$100.00    |
|                       | Water                  | \$3,000.00  |
| Total Pool Operations |                        | \$90,750.00 |

|                    |                 |             |
|--------------------|-----------------|-------------|
| Publications       | Labels/Supplies | \$100.00    |
|                    | Postage/Fees    | \$2,700.00  |
|                    | Printing        | \$6,600.00  |
|                    | Layout/Editing  | \$3,300.00  |
| Total Publications |                 | \$12,700.00 |

|        |                      |            |            |
|--------|----------------------|------------|------------|
| Social | Adult Pool Party     | \$4,200.00 |            |
|        | 4th of July Parade   | \$25.00    |            |
|        | Easter Egg Hunt      | \$250.00   |            |
|        | Halloween            | \$350.00   |            |
|        | Oktoberfest          | \$900.00   |            |
|        | Brew Fest            | \$650.00   |            |
|        | Teen Pool Party      | \$250.00   |            |
|        | Opening Day of Pool  | \$225.00   |            |
|        | Santa Drive-Thru     | \$25.00    |            |
|        | Yard Sale            | \$25.00    |            |
|        | Movie Nights         | \$200.00   |            |
|        | Equipment & Supplies | \$200.00   |            |
|        | Total Social         |            | \$7,300.00 |

|                       |                     |
|-----------------------|---------------------|
| <b>TOTAL EXPENSES</b> | <b>\$167,830.00</b> |
|-----------------------|---------------------|

|                              |             |
|------------------------------|-------------|
| Budget Surplus Before Cap Ex | \$34,576.00 |
|------------------------------|-------------|

| CAPITAL EXPENDITURES                            | Amount      |             |
|---|-------------|-------------|
| Tennis Court Re-Painting                        | \$7,500.00  |             |
| Pool Re-Web Chairs                              | \$400.00    |             |
| Pool Fence Replacement                          | \$42,500.00 |             |
| Pole Light Replacement                          | \$1,600.00  |             |
| Main Pool Pump Replacement                      | \$3,600.00  |             |
| Guard Stand Refurbishment                       | \$1,200.00  |             |
| Paint Interior of Pool House                    | \$6,500.00  |             |
| Chlorine & Chemical Storage Container           | \$2,500.00  |             |
| Pool Pump Room Piping Reconfiguration & Heating | \$3,000.00  |             |
| Total Capital Expenditures                      |             | \$68,800.00 |

|  |                      |
|--|----------------------|
| <b>Budget Deficit to Draw from Capital Reserve</b> | <b>(\$34,224.00)</b> |
| Current Assets as of 10/31/2018                    | \$299,822.03         |
| of which part of Capital Reserve Account           | \$202,175.00         |

## Kingston Chase HOA 2018 Budget

| INCOME                               | Item                | Amount              |
|--------------------------------------|---------------------|---------------------|
| Homeowner<br>(KC 537 @ \$351)        | Disclosure Packets  | \$1,500.00          |
|                                      | Homeowners Dues     | \$188,487.00        |
|                                      | Interest Earned     | \$500.00            |
|                                      | Late Payments/Liens | \$0.00              |
| Total Homeowner                      |                     | \$190,487.00        |
| Pool (8 @ \$351)                     | Herndon Crossing    | \$2,808.00          |
|                                      | Visitors            | \$2,192.00          |
| Total Pool Membership and Guest Fees |                     | \$5,000.00          |
| Publication                          | Crier Ads           | \$2,500.00          |
| Social                               | Adult Pool Party    | \$1,600.00          |
|                                      | Teen Pool Party     | \$100.00            |
| Total Social                         |                     | \$1,700.00          |
| <b>TOTAL INCOME</b>                  |                     | <b>\$199,687.00</b> |

| EXPENSES                               | Item                  | Amount      |
|--|-----------------------|-------------|
| ARC                                    | Meeting Expenses      | \$250.00    |
| Total Architectural Review Committee   |                       | \$250.00    |
| BG&M                                   | Heat Pump             | \$200.00    |
|  | Building Repairs      | \$300.00    |
|  | Tennis Court          | \$250.00    |
| Total Buildings, Grounds & Maintenance |                       | \$750.00    |
| Landscape                              | Grass Mowing          | \$7,000.00  |
|  | Planting/Removals     | \$7,000.00  |
|  | Snow Removal          | \$400.00    |
|  | Seed/Fertilizer/Mulch | \$1,000.00  |
| Total Landscape                        |                       | \$15,400.00 |

|            |                                   |            |             |
|------------|-----------------------------------|------------|-------------|
| Management | Accounting Services               | \$2,000.00 |             |
|            | Administrative Services           | \$9,500.00 |             |
|            | President's Disc Fund             | \$700.00   |             |
|            | Clubhouse Cleaning                | \$1,000.00 |             |
|            | Contrib Neighbor Watch            | \$100.00   |             |
|            | Contrib Playgroup                 | \$300.00   |             |
|            | Contrib Swim Team                 | \$2,900.00 |             |
|            | Contrib Conserv Corps             | \$500.00   |             |
|            | Electricity and Water             | \$1,600.00 |             |
|            | Insurance                         | \$4,800.00 |             |
|            | Legal Services                    | \$8,000.00 |             |
|            | Mailbox Rental                    | \$220.00   |             |
|            | Mileage Reimbursement             | \$100.00   |             |
|            | Board Mtg Expenses                | \$100.00   |             |
|            | Postage                           | \$650.00   |             |
|            | Supplies                          | \$700.00   |             |
|            | Taxes/Registration                | \$2,500.00 |             |
|            | Welcome Supplies                  | \$200.00   |             |
|            | Bank Service Charges              | \$20.00    |             |
|            | Website Hosting (Online Payments) | \$525.00   |             |
|            | Wi-Fi Pool Season                 | \$900.00   |             |
|            | Software and File Mgmt            | \$500.00   |             |
|            | Trash Service                     | \$800.00   |             |
|            |                                   |            | \$38,615.00 |

| EXPENSES, cont.    | Item                  | Amount          |             |
|--------------------|-----------------------|-----------------|-------------|
| Pool Operations    | Electricity           | \$6,000.00      |             |
|                    | Extra Open Hours      | \$200.00        |             |
|                    | Management            | \$63,000.00     |             |
|                    | Permit Fees           | \$300.00        |             |
|                    | Phone                 | \$350.00        |             |
|                    | Pump Maintenance      | \$0.00          |             |
|                    | General Pool Maint    | \$500.00        |             |
|                    | Supplies              | \$6,000.00      |             |
|                    | Toys                  | \$100.00        |             |
|                    | Water                 | \$3,000.00      |             |
|                    | Total Pool Operations |                 | \$79,450.00 |
|                    | Publications          | Labels/Supplies | \$200.00    |
| Postage/Fees       |                       | \$2,700.00      |             |
| Printing           |                       | \$6,600.00      |             |
| Layout/Editing     |                       | \$3,300.00      |             |
| Total Publications |                       | \$12,800.00     |             |

|        |                      |            |            |
|--------|----------------------|------------|------------|
| Social | Adult Pool Party     | \$4,100.00 |            |
|        | 4th of July Parade   | \$25.00    |            |
|        | Easter Egg Hunt      | \$200.00   |            |
|        | Halloween            | \$400.00   |            |
|        | Oktoberfest          | \$900.00   |            |
|        | St Patricks Day      | \$550.00   |            |
|        | Teen Pool Party      | \$250.00   |            |
|        | Opening Day of Pool  | \$200.00   |            |
|        | Santa Drive-Thru     | \$25.00    |            |
|        | Yard Sale            | \$25.00    |            |
|        | Movie Nights         | \$200.00   |            |
|        | Equipment & Supplies | \$0.00     |            |
|        | Total Social         |            | \$6,875.00 |

### TOTAL EXPENSES \$154,140.00

Budget Surplus Before Cap Ex \$45,547.00

| CAPITAL EXPENDITURES                 | Amount      |
|--------------------------------------|-------------|
| Pool House Awnings (2)               | \$5,665.00  |
| Main Pool Pump                       | \$3,605.00  |
| Pole Light Replacement               | \$1,591.00  |
| New Section of Pool Concrete         | \$14,062.50 |
| Lap Lanes - Storage Reel             | \$1,914.36  |
| Gazebo - Electric                    | \$2,000.00  |
| Rewebbing                            | \$400.00    |
| Clubhouse/Poolhouse Roof             | \$9,100.00  |
| Maintenance and Replacement of Signs | \$6,000.00  |
| Grill                                | \$1,000.00  |
| Stormwater Management Repairs        | \$1,000.00  |

Total Capital Expenditures \$46,337.86

### Budget Surplus - to Contribute to Capital Reserve \$790.86

Current Assets as of 10/31/2016 \$275,450.74  
of which part of Capital Reserve Account \$192,150.00

## Kingston Chase HOA 2017 Budget

| INCOME                               | Item                | Amount              |
|--------------------------------------|---------------------|---------------------|
| Homeowner<br>(KC 537 @ \$345)        | Disclosure Packets  | \$1,500.00          |
|                                      | Homeowners Dues     | \$185,265.00        |
|                                      | Interest Earned     | \$500.00            |
|                                      | Late Payments/Liens | \$400.00            |
| Total Homeowner                      |                     | \$187,665.00        |
| Pool (7 @ \$345)                     | Herndon Crossing    | \$2,415.00          |
|                                      | Visitors            | \$2,660.00          |
| Total Pool Membership and Guest Fees |                     | \$5,075.00          |
| Publication                          | Crier Ads           | \$2,500.00          |
| Social                               | Adult Pool Party    | \$1,600.00          |
|                                      | Teen Pool Party     | \$100.00            |
| Total Social                         |                     | \$1,700.00          |
| <b>TOTAL INCOME</b>                  |                     | <b>\$196,940.00</b> |

| EXPENSES                               | Item                  | Amount      |
|--|-----------------------|-------------|
| ARC                                    | Mailbox Rental        | \$150.00    |
| Total Architectural Review Committee   |                       | \$150.00    |
| BG&M                                   | Heat Pump             | \$200.00    |
|  | Building Repairs      | \$300.00    |
|  | Tennis Court          | \$250.00    |
| Total Buildings, Grounds & Maintenance |                       | \$750.00    |
| Landscape                              | Grass Mowing          | \$7,000.00  |
|  | Planting/Removals     | \$7,000.00  |
|  | Snow Removal          | \$400.00    |
|  | Seed/Fertilizer/Mulch | \$1,000.00  |
| Total Landscape                        |                       | \$15,400.00 |

|            |                         |            |             |
|------------|-------------------------|------------|-------------|
| Management | Accounting Services     | \$2,000.00 |             |
|            | Administrative Services | \$8,500.00 |             |
|            | President's Disc Fund   | \$700.00   |             |
|            | Clubhouse Cleaning      | \$1,000.00 |             |
|            | Contrib Neighbor Watch  | \$100.00   |             |
|            | Contrib Playgroup       | \$300.00   |             |
|            | Contrib Swim Team       | \$2,900.00 |             |
|            | Contrib Conserv Corps   | \$500.00   |             |
|            | Electricity and Water   | \$1,600.00 |             |
|            | Insurance               | \$4,800.00 |             |
|            | Legal Services          | \$8,000.00 |             |
|            | Mailbox Rental          | \$220.00   |             |
|            | Mileage Reimbursement   | \$100.00   |             |
|            | Board Mtg Expenses      | \$100.00   |             |
|            | Postage                 | \$650.00   |             |
|            | Supplies                | \$700.00   |             |
|            | Taxes/Registration      | \$2,500.00 |             |
|            | Welcome Supplies        | \$200.00   |             |
|            | Website Hosting         | \$240.00   |             |
|            | Wi-Fi Pool Season       | \$900.00   |             |
|            | Software and File Mgmt  | \$420.00   |             |
|            | Trash Service           | \$500.00   |             |
|            |                         |            | \$36,930.00 |

| EXPENSES, cont.    | Item                  | Amount      |
|--------------------|-----------------------|-------------|
| Pool Operations    | Electricity           | \$6,000.00  |
|                    | Extra Open Hours      | \$500.00    |
|                    | Management            | \$63,000.00 |
|                    | Permit Fees           | \$300.00    |
|                    | Phone                 | \$350.00    |
|                    | Pump Maintenance      | \$550.00    |
|                    | General Pool Maint    | \$500.00    |
|                    | Supplies              | \$7,000.00  |
|                    | Toys                  | \$100.00    |
|                    | Water                 | \$3,000.00  |
|                    | Total Pool Operations |             |
| Publications       | Labels/Supplies       | \$200.00    |
|                    | Postage/Fees          | \$2,700.00  |
|                    | Printing              | \$6,600.00  |
|                    | Layout/Editing        | \$3,300.00  |
| Total Publications |                       | \$12,800.00 |

|        |                      |            |
|--------|----------------------|------------|
| Social | Adult Pool Party     | \$4,050.00 |
|        | 4th of July Parade   | \$25.00    |
|        | Easter Egg Hunt      | \$200.00   |
|        | Halloween            | \$400.00   |
|        | Oktoberfest          | \$750.00   |
|        | St Patricks Day      | \$300.00   |
|        | Teen Pool Party      | \$250.00   |
|        | Opening Day of Pool  | \$200.00   |
|        | Yard Sale            | \$25.00    |
|        | Equipment & Supplies | \$600.00   |
|        | Total Social         |            |

|                       |                     |
|-----------------------|---------------------|
| <b>TOTAL EXPENSES</b> | <b>\$154,130.00</b> |
|-----------------------|---------------------|

|                              |             |
|------------------------------|-------------|
| Budget Surplus Before Cap Ex | \$42,810.00 |
|------------------------------|-------------|

| CAPITAL EXPENDITURES                   | Amount      |
|--|-------------|
| Bathroom Partitions                    | \$8,450.00  |
| Purchase New Covers for Old Funbrellas | \$1,900.00  |
| Rewebbing - 21 items                   | \$1,200.00  |
| New Section of Concrete                | \$15,625.00 |
| Lap Lanes - 2 each                     | \$1,553.88  |
| Fence for Footbath Area (County)       | \$3,300.00  |
| Repair & Paint Gazebo                  | \$3,183.00  |
| New Large Funbrellas                   | \$10,477.40 |
| Relocate Old Funbrellas to Baby Pool   | \$1,877.71  |
| Storage Building: Painting and Repairs | \$1,591.00  |
| Clubhouse Roof                         | \$5,513.00  |
| Clubhouse Fridge                       | \$2,300.00  |
| Parking Lots Seal Coat and Restripe    | \$4,000.00  |
| Maintenance and Replacement of Signs   | \$6,000.00  |
| Heat Pump Replacement                  | \$7,000.00  |

|                            |             |
|----------------------------|-------------|
| Total Capital Expenditures | \$73,970.99 |
|----------------------------|-------------|

|  |                      |
|--|----------------------|
| <b>Budget Deficit to Draw from Capital Reserve</b> | <b>(\$31,160.99)</b> |
|--|----------------------|

|  |              |
|--|--------------|
| Current Assets as of 10/31/2016          | \$283,420.06 |
| of which part of Capital Reserve Account | \$66,131.15  |

## Kingston Chase Homeowners Association

01/11/19

## Profit &amp; Loss Budget vs. Actual

Cash Basis

January through December 2018

|   | Jan - Dec 18      | Budget            | \$ Over Budget  |
|---|-------------------|-------------------|-----------------|
| <b>Ordinary Income/Expense</b>                      |                   |                   |                 |
| <b>Income</b>                                       |                   |                   |                 |
| 4000 · Homeowner Income                             |                   |                   |                 |
| 4001 · HOA Dues                                     | 187,434.00        | 188,487.00        | (1,053.00)      |
| 4010 · HOA Interest Income                          | 10.50             | 25.00             | (14.50)         |
| 4015 · Disclosure Packets                           | 2,875.00          | 1,500.00          | 1,375.00        |
| <b>Total 4000 · Homeowner Income</b>                | <b>190,319.50</b> | <b>190,012.00</b> | <b>307.50</b>   |
| 4030 · Pool Guest Fees                              |                   |                   |                 |
| 4031 · Herndon Crossing Pool Fees                   | 3,159.00          | 2,808.00          | 351.00          |
| 4032 · Visitor Pool Fees                            | 1,678.82          | 2,192.00          | (513.18)        |
| <b>Total 4030 · Pool Guest Fees</b>                 | <b>4,837.82</b>   | <b>5,000.00</b>   | <b>(162.18)</b> |
| 4040 · Publication Income- Advertising              |                   |                   |                 |
| 4041 · Advertising Income - Residents               | 713.61            |                   |                 |
| 4042 · Advertising Income - External                | 1,134.00          |                   |                 |
| 4040 · Publication Income- Advertising - Other      | (16.26)           | 2,500.00          | (2,516.26)      |
| <b>Total 4040 · Publication Income- Advertising</b> | <b>1,831.35</b>   | <b>2,500.00</b>   | <b>(668.65)</b> |
| 4100 · Social Income                                |                   |                   |                 |
| 4101 · Adult Pool Party                             | 1,412.03          | 1,600.00          | (187.97)        |
| 4102 · Teen Pool Party                              | 75.00             | 100.00            | (25.00)         |
| <b>Total 4100 · Social Income</b>                   | <b>1,487.03</b>   | <b>1,700.00</b>   | <b>(212.97)</b> |
| 4300 · Swim Team Income                             | 170.31            |                   |                 |
| <b>Total Income</b>                                 | <b>198,646.01</b> | <b>199,212.00</b> | <b>(565.99)</b> |
| <b>Expense</b>                                      |                   |                   |                 |
| 5000 · ARC  |                   |                   |                 |
| 5004 · Postage and Supplies                         | 6.70              |                   |                 |
| 5006 · ARC Meeting Expenses                         | 0.00              | 250.00            | (250.00)        |
| <b>Total 5000 · ARC</b>                             | <b>6.70</b>       | <b>250.00</b>     | <b>(243.30)</b> |
| 5010 · BG&M   |                   |                   |                 |
| 5011 · Heat Pump Maintenance                        | 284.13            | 200.00            | 84.13           |
| 5012 · Building Repairs                             | 0.00              | 300.00            | (300.00)        |
| 5014 · Tennis Court Maintenance                     | 0.00              | 250.00            | (250.00)        |
| 5015 · Pest Control                                 | 1,735.00          |                   |                 |
| <b>Total 5010 · BG&amp;M</b>                        | <b>2,019.13</b>   | <b>750.00</b>     | <b>1,269.13</b> |
| 5020 · Landscape                                    |                   |                   |                 |
| 5021 · Grass Cutting                                | 5,400.00          | 7,000.00          | (1,600.00)      |
| 5022 · Planting/Removals                            | 6,780.00          | 7,000.00          | (220.00)        |
| 5023 · Seed/Fertilizer/Mulch                        | 2,683.97          | 1,000.00          | 1,683.97        |
| 5024 · Snow Removal                                 | 115.00            | 400.00            | (285.00)        |
| <b>Total 5020 · Landscape</b>                       | <b>14,978.97</b>  | <b>15,400.00</b>  | <b>(421.03)</b> |
| 5030 · Management                                   |                   |                   |                 |
| 5031 · Accounting Services                          | 2,525.00          | 2,000.00          | 525.00          |
| 5032 · Administrative Services                      | 10,908.00         | 9,500.00          | 1,408.00        |
| 5033 · President's Discretionary                    | 0.00              | 700.00            | (700.00)        |
| 5034 · Club House Cleaning                          | 720.00            | 1,000.00          | (280.00)        |
| 5035 · Neighborhood Watch                           | 0.00              | 100.00            | (100.00)        |
| 5036 · Playgroup                                    | 174.20            | 300.00            | (125.80)        |
| 5037 · Swim Team                                    | 2,900.34          | 2,900.00          | 0.34            |
| 5038 · Conservation Corps                           | 140.98            | 500.00            | (359.02)        |
| 5039 · Electricity and Water                        | 1,381.44          | 1,600.00          | (218.56)        |
| 5041 · Insurance                                    | 4,186.00          | 4,800.00          | (614.00)        |
| 5042 · Legal Services                               | 3,571.80          | 8,000.00          | (4,428.20)      |
| 5043 · Mailbox Rental                               | 200.00            | 220.00            | (20.00)         |
| 5044 · Board Meeting Expenses                       | 142.44            | 100.00            | 42.44           |
| 5045 · Postage                                      | 1,177.60          | 650.00            | 527.60          |

3:00 PM

## Kingston Chase Homeowners Association

## Profit &amp; Loss Budget vs. Actual

01/11/19

Cash Basis

January through December 2018

|                                     | Jan - Dec 18      | Budget            | \$ Over Budget     |
|-------------------------------------|-------------------|-------------------|--------------------|
| 5046 · Supplies                     | 800.66            | 700.00            | 100.66             |
| 5047 · Taxes and Registration       | 353.17            | 2,500.00          | (2,146.83)         |
| 5051 · Mileage Reimbursement        | 0.00              | 100.00            | (100.00)           |
| 5052 · Welcome                      | 0.00              | 200.00            | (200.00)           |
| 5056 · Bank Service Charges         | 15.50             | 20.00             | (4.50)             |
| 5057 · Website Hosting              | 351.47            | 525.00            | (173.53)           |
| 5058 · WiFi Pool Season             | 857.38            | 900.00            | (42.62)            |
| 5059 · Software and File Management | 525.99            | 500.00            | 25.99              |
| 5060 · Trash Service                | 1,084.00          | 800.00            | 284.00             |
| 5061 · Swim Team Snack Passes       | 170.31            |                   |                    |
| <b>Total 5030 · Management</b>      | <b>32,186.28</b>  | <b>38,615.00</b>  | <b>(6,428.72)</b>  |
| 5100 · Pool Operations              |                   |                   |                    |
| 5101 · Pool Electricity             | 6,184.14          | 6,000.00          | 184.14             |
| 5102 · Extra Hours                  | 117.50            | 200.00            | (82.50)            |
| 5103 · Management Contract          | 63,000.00         | 63,000.00         | 0.00               |
| 5104 · Permit Fees                  | 0.00              | 300.00            | (300.00)           |
| 5105 · Phone                        | 528.36            | 350.00            | 178.36             |
| 5106 · Pool Supplies                | 4,370.86          | 6,000.00          | (1,629.14)         |
| 5107 · Toys                         | 71.29             | 100.00            | (28.71)            |
| 5108 · Water                        | 2,805.14          | 3,000.00          | (194.86)           |
| 5110 · General Pool Maintenance     | 0.00              | 500.00            | (500.00)           |
| <b>Total 5100 · Pool Operations</b> | <b>77,077.29</b>  | <b>79,450.00</b>  | <b>(2,372.71)</b>  |
| 5200 · Publications                 |                   |                   |                    |
| 5201 · Labels and Supplies          | 23.50             | 200.00            | (176.50)           |
| 5202 · Postage and Fees             | 1,225.00          | 2,700.00          | (1,475.00)         |
| 5203 · Printing                     | 2,478.63          | 6,600.00          | (4,121.37)         |
| 5204 · Layout/Editing               | 3,300.00          | 3,300.00          | 0.00               |
| <b>Total 5200 · Publications</b>    | <b>7,027.13</b>   | <b>12,800.00</b>  | <b>(5,772.87)</b>  |
| 5300 · Social                       |                   |                   |                    |
| 5301 · Adult Pool Party             | 3,927.32          | 4,100.00          | (172.68)           |
| 5303 · Easter Egg Hunt              | 240.68            | 200.00            | 40.68              |
| 5304 · Family Picnic/Oktoberfest    | 895.66            | 900.00            | (4.34)             |
| 5305 · Yard Sale                    | 0.00              | 25.00             | (25.00)            |
| 5306 · Fourth of July Parade        | 0.00              | 25.00             | (25.00)            |
| 5307 · Halloween                    | 300.00            | 400.00            | (100.00)           |
| 5308 · Teen Pool Party              | 268.42            | 250.00            | 18.42              |
| 5310 · St. Patricks Day             | 407.70            | 550.00            | (142.30)           |
| 5311 · Opening Day of Pool          | 234.29            | 200.00            | 34.29              |
| 5313 · Movie Nights                 | 191.49            | 200.00            | (8.51)             |
| 5314 · Santa Drive-Thru             | 0.00              | 25.00             | (25.00)            |
| <b>Total 5300 · Social</b>          | <b>6,465.56</b>   | <b>6,875.00</b>   | <b>(409.44)</b>    |
| 9900 · Contribution to Reserves     | 40,000.00         |                   |                    |
| <b>Total Expense</b>                | <b>179,761.06</b> | <b>154,140.00</b> | <b>25,621.06</b>   |
| <b>Net Ordinary Income</b>          | <b>18,884.95</b>  | <b>45,072.00</b>  | <b>(26,187.05)</b> |
| <b>Other Income/Expense</b>         |                   |                   |                    |
| Other Income                        |                   |                   |                    |
| 7000 · Bank and CD Interest Income  | 200.23            | 475.00            | (274.77)           |
| <b>Total Other Income</b>           | <b>200.23</b>     | <b>475.00</b>     | <b>(274.77)</b>    |



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01/11/19

Cash Basis

# Kingston Chase Homeowners Association

## Profit & Loss Budget vs. Actual

January through December 2018

|  | <u>Jan - Dec 18</u>       | <u>Budget</u>          | <u>\$ Over Budget</u>     |
|--|---------------------------|------------------------|---------------------------|
| <b>Other Expense</b>                     |                           |                        |                           |
| <b>9000 · Capital Expenditures</b>       |                           |                        |                           |
| 9002 · Swimming Pool                     | 6,065.92                  | 9,270.00               | (3,204.08)                |
| 9006 · Pool Re-web chairs                | 0.00                      | 400.00                 | (400.00)                  |
| 9008 · Pool Lap Lanes                    | 1,767.36                  | 1,914.36               | (147.00)                  |
| 9010 · Clubhouse Roof                    | 11,609.00                 | 9,100.00               | 2,509.00                  |
| 9012 · Signs & Monuments                 | 0.00                      | 6,000.00               | (6,000.00)                |
| 9017 · Pool Deck Concrete                | 14,062.50                 | 14,062.50              | 0.00                      |
| 9019 · Painting & Repairs - Shed & Gaz   | 0.00                      | 2,000.00               | (2,000.00)                |
| 9022 · Pool Electrical                   | 1,628.75                  |                        |                           |
| 9023 · Pole Light Replacement            | 0.00                      | 1,591.00               | (1,591.00)                |
| 9024 · Grill                             | 287.18                    | 1,000.00               | (712.82)                  |
| 9025 · Stormwater Management             | 0.00                      | 1,000.00               | (1,000.00)                |
| 9000 · Capital Expenditures - Other      | 699.88                    |                        |                           |
| <b>Total 9000 · Capital Expenditures</b> | <u>36,120.59</u>          | <u>46,337.86</u>       | <u>(10,217.27)</u>        |
| <b>Total Other Expense</b>               | <u>36,120.59</u>          | <u>46,337.86</u>       | <u>(10,217.27)</u>        |
| <b>Net Other Income</b>                  | <u>(35,920.36)</u>        | <u>(45,862.86)</u>     | <u>9,942.50</u>           |
| <b>Net Income</b>                        | <u><b>(17,035.41)</b></u> | <u><b>(790.86)</b></u> | <u><b>(16,244.55)</b></u> |

## Kingston Chase Homeowners Association

## Profit &amp; Loss

01/08/18

January through December 2017

Accrual Basis

|   | <u>Jan - Dec 17</u> |
|---|---------------------|
| <b>Ordinary Income/Expense</b>                      |                     |
| <b>Income</b>                                       |                     |
| 4000 · Homeowner Income                             |                     |
| 4001 · HOA Dues                                     | 185,265.00          |
| 4010 · HOA Interest Income                          | 21.81               |
| 4015 · Disclosure Packets                           | 3,875.00            |
| 4000 · Homeowner Income - Other                     | 1,220.47            |
| <b>Total 4000 · Homeowner Income</b>                | <u>190,382.28</u>   |
| 4030 · Pool Guest Fees                              |                     |
| 4031 · Herndon Crossing Pool Fees                   | 2,760.00            |
| 4032 · Visitor Pool Fees                            | 2,008.08            |
| <b>Total 4030 · Pool Guest Fees</b>                 | <u>4,768.08</u>     |
| 4040 · Publication Income- Advertising              |                     |
| 4041 · Advertising Income - Residents               | 1,627.00            |
| 4042 · Advertising Income - External                | 1,375.00            |
| <b>Total 4040 · Publication Income- Advertising</b> | <u>3,002.00</u>     |
| 4100 · Social Income                                |                     |
| 4101 · Adult Pool Party                             | 2,252.77            |
| 4102 · Teen Pool Party                              | 66.00               |
| <b>Total 4100 · Social Income</b>                   | <u>2,318.77</u>     |
| 4200 · Misc Income                                  |                     |
| 4201 · Fairfax County Rebate                        | 3,125.00            |
| <b>Total 4200 · Misc Income</b>                     | <u>3,125.00</u>     |
| <b>Total Income</b>                                 | <u>203,596.13</u>   |
| <b>Expense</b>                                      |                     |
| 5010 · BG&M   |                     |
| 5011 · Heat Pump Maintenance                        | 95.00               |
| 5014 · Tennis Court Maintenance                     | 403.49              |
| <b>Total 5010 · BG&amp;M</b>                        | <u>498.49</u>       |
| 5020 · Landscape                                    |                     |
| 5021 · Grass Cutting                                | 4,950.00            |
| 5022 · Planting/Removals                            | 8,110.00            |
| 5024 · Snow Removal                                 | 100.00              |
| 5020 · Landscape - Other                            | 165.00              |
| <b>Total 5020 · Landscape</b>                       | <u>13,325.00</u>    |
| 5030 · Management                                   |                     |
| 5031 · Accounting Services                          | 1,550.00            |
| 5032 · Administrative Services                      | 10,889.00           |
| 5033 · President's Discretionary                    | 442.99              |
| 5034 · Club House Cleaning                          | 810.00              |
| 5036 · Contrib Children Corner                      | 291.37              |
| 5037 · Contrib Swim Team                            | 2,905.55            |
| 5038 · Contrib Cons. Corps                          | 149.54              |
| 5039 · Electricity and Water                        | 1,137.48            |
| 5041 · Insurance                                    | 4,159.00            |
| 5042 · Legal Services                               | 8,596.79            |
| 5043 · Mailbox Rental                               | 200.00              |
| 5044 · Board Meeting Expenses                       | 159.72              |
| 5045 · Postage                                      | 518.67              |
| 5046 · Supplies                                     | 671.26              |
| 5047 · Taxes and Registration                       | 1,117.13            |
| 5056 · Bank Service Charges                         | 11.35               |
| 5057 · Website Hosting                              | 528.50              |
| 5058 · WiFi Pool Season                             | 747.84              |

## Kingston Chase Homeowners Association

## Profit &amp; Loss

01/08/18

January through December 2017

Accrual Basis

|  | <u>Jan - Dec 17</u> |
|--|---------------------|
| 5059 · Software and File Management    | 758.68              |
| 5060 · Trash Service                   | 800.00              |
| <b>Total 5030 · Management</b>         | <b>36,444.87</b>    |
| <b>5100 · Pool Operations</b>          |                     |
| 5101 · Pool Electricity                | 6,337.66            |
| 5102 · Extra Hours                     | 168.75              |
| 5103 · Management Contract             | 63,000.00           |
| 5104 · Permit Fees                     | 0.00                |
| 5105 · Phone                           | 410.81              |
| 5106 · Pool Supplies                   | 5,554.38            |
| 5107 · Toys                            | 51.25               |
| 5108 · Water                           | 2,519.02            |
| <b>Total 5100 · Pool Operations</b>    | <b>78,041.87</b>    |
| <b>5200 · Publications</b>             |                     |
| 5201 · Labels and Supplies             | 49.84               |
| 5202 · Postage and Fees                | 2,275.00            |
| 5203 · Printing                        | 2,745.86            |
| 5204 · Layout/Editing                  | 3,300.00            |
| <b>Total 5200 · Publications</b>       | <b>8,370.70</b>     |
| <b>5300 · Social</b>                   |                     |
| 5301 · Adult Pool Party                | 5,202.33            |
| 5302 · Christmas Potluck               | 63.93               |
| 5303 · Easter Egg Hunt                 | 187.65              |
| 5304 · Family Picnic/Oktoberfest       | 768.18              |
| 5307 · Halloween                       | 300.00              |
| 5308 · Teen Pool Party                 | 222.72              |
| 5310 · St. Patricks Day                | 307.40              |
| 5311 · Opening Day of Pool             | 225.60              |
| 5312 · Equipment and Supplies          | 1,068.61            |
| <b>Total 5300 · Social</b>             | <b>8,346.42</b>     |
| <b>9900 · Contribution to Reserves</b> | <b>2,359.00</b>     |
| <b>Total Expense</b>                   | <b>147,386.35</b>   |
| <b>Net Ordinary Income</b>             | <b>56,209.78</b>    |
| <b>Other Income/Expense</b>            |                     |
| <b>Other Income</b>                    |                     |
| 7000 · Bank and CD Interest Income     | 317.13              |
| <b>Total Other Income</b>              | <b>317.13</b>       |
| <b>Other Expense</b>                   |                     |
| <b>9000 · Capital Expenditures</b>     |                     |
| 9002 · Swimming Pool                   | 337.83              |
| 9006 · Pool Re-web chairs              | 1,774.99            |
| 9008 · Pool Lap Lanes                  | 1,007.57            |
| 9011 · Parking Lots                    | 5,554.23            |
| 9013 · Heat Pump                       | 6,250.00            |
| 9015 · Pool House Bathroom Partitions  | 12,175.00           |
| 9016 · Funbrellas                      | 14,031.56           |
| 9017 · Pool Deck Concrete              | 15,625.00           |
| 9019 · Painting & Repairs - Shed & Gaz | 2,500.00            |
| 9020 · Fridge                          | 1,505.39            |

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# Kingston Chase Homeowners Association

## Profit & Loss

01/08/18

January through December 2017

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Accrual Basis

|                                   | <u>Jan - Dec 17</u>     |
|-----------------------------------|-------------------------|
| 9021 · Office Equipment           | 1,404.66                |
| 9022 · Pool Electrical            | <u>1,050.00</u>         |
| Total 9000 · Capital Expenditures | 63,216.23               |
| Total Other Expense               | <u>63,216.23</u>        |
| Net Other Income                  | <u>-62,899.10</u>       |
| Net Income                        | <u><u>-6,689.32</u></u> |

**Kingston Chase Homeowners Association**  
**Profit & Loss**  
 January through December 2016

|   | Jan - Dec 16 |
|---|--------------|
| <b>Ordinary Income/Expense</b>                      |              |
| <b>Income</b>                                       |              |
| <b>4000 · Homeowner Income</b>                      |              |
| 4001 · HOA Dues                                     | 180,185.35   |
| 4010 · HOA Interest Income                          | 22.05        |
| 4015 · Disclosure Packets                           | 3,875.00     |
| 4025 · Clubhouse Rental                             | -200.00      |
| <b>Total 4000 · Homeowner Income</b>                | 183,882.40   |
| <b>4030 · Pool Guest Fees</b>                       | 5,066.00     |
| <b>4040 · Publication Income- Advertising</b>       |              |
| 4041 · Advertising Income - Residents               | 758.00       |
| 4042 · Advertising Income - External                | 1,626.00     |
| <b>Total 4040 · Publication Income- Advertising</b> | 2,384.00     |
| <b>4100 · Social Income</b>                         |              |
| 4101 · Adult Pool Party                             | 1,913.25     |
| 4102 · Teen Pool Party                              | 75.00        |
| <b>Total 4100 · Social Income</b>                   | 1,988.25     |
| <b>Total Income</b>                                 | 193,320.65   |
| <b>Expense</b>                                      |              |
| <b>5000 · ARC</b>                                   |              |
| 5001 · Administrative Services                      | 299.47       |
| 5003 · Mailbox Rental                               | 134.00       |
| 5004 · Postage and Supplies                         | 98.00        |
| <b>Total 5000 · ARC</b>                             | 531.47       |
| <b>5010 · BG&amp;M</b>                              |              |
| 5013 · Snow Removal                                 | 1,150.00     |
| 5014 · Tennis Court Maintenance                     | 33.39        |
| <b>Total 5010 · BG&amp;M</b>                        | 1,183.39     |
| <b>5020 · Landscape</b>                             |              |
| 5021 · Grass Cutting                                | 8,017.68     |
| 5022 · Planting/Removals                            | 3,000.00     |
| <b>Total 5020 · Landscape</b>                       | 11,017.68    |
| <b>5030 · Management</b>                            |              |
| 5031 · Accounting Services                          | 1,137.50     |
| 5032 · Administrative Services                      | 10,859.86    |
| 5033 · President's Discretionary                    | 626.06       |
| 5034 · Club House Cleaning                          | 941.68       |
| 5036 · Coontrib Children Corner                     | 223.95       |
| 5037 · Contrib Swim Team                            | 2,300.00     |
| 5038 · Contrib Cons. Corps                          | 77.60        |
| 5039 · Electricity and Water                        | 1,227.68     |
| 5041 · Insurance                                    | 4,786.77     |
| 5042 · Legal Services                               | 3,144.98     |
| 5043 · Mailbox Rental                               | 200.00       |
| 5045 · Postage                                      | 551.28       |
| 5046 · Supplies                                     | 308.47       |
| 5047 · Taxes and Registration                       | 1,346.72     |
| 5049 · Web Site Management                          | 1,000.00     |
| 5050 · MGT Miscellaneous Expense                    | 281.44       |
| 5051 · Mileage Reimbursement                        | 759.52       |
| 5057 · Website Hosting                              | 353.67       |
| 5058 · WiFi Pool Season                             | 712.78       |
| 5059 · Software and File Management                 | 213.18       |
| 5060 · Trash Service                                | 200.00       |
| <b>Total 5030 · Management</b>                      | 31,253.14    |
| <b>5100 · Pool Operations</b>                       |              |
| 5101 · Pool Electricity                             | 6,198.10     |
| 5102 · Extra Hours                                  | 1,658.00     |
| 5103 · Management Contract                          | 63,000.00    |

**Kingston Chase Homeowners Association**  
**Profit & Loss**  
 January through December 2016

|  | <b>Jan - Dec 16</b> |
|--|---------------------|
| 5104 · Permit Fees                       | 392.95              |
| 5105 · Phone                             | 440.22              |
| 5106 · Pool Supplies                     | 4,939.11            |
| 5107 · Toys                              | 197.12              |
| 5108 · Water                             | 2,037.25            |
| 5109 · Pump Maintenance                  | 213.52              |
| <b>Total 5100 · Pool Operations</b>      | <b>79,076.27</b>    |
| <b>5200 · Publications</b>               |                     |
| 5201 · Labels and Supplies               | 71.01               |
| 5202 · Postage and Fees                  | 2,050.00            |
| 5203 · Printing                          | 3,637.58            |
| 5204 · Layout/Editing                    | 3,300.00            |
| <b>Total 5200 · Publications</b>         | <b>9,058.59</b>     |
| <b>5300 · Social</b>                     |                     |
| 5301 · Adult Pool Party                  | 4,340.48            |
| 5303 · Easter Egg Hunt                   | 186.44              |
| 5304 · Family Picnic/Oktoberfest         | 1,231.08            |
| 5307 · Halloween                         | 300.00              |
| 5308 · Teen Pool Party                   | 224.51              |
| 5310 · St. Patricks Day                  | 568.99              |
| 5300 · Social - Other                    | 145.88              |
| <b>Total 5300 · Social</b>               | <b>6,997.38</b>     |
| <b>Total Expense</b>                     | <b>139,117.92</b>   |
| <b>Net Ordinary Income</b>               | <b>54,202.73</b>    |
| <b>Other Income/Expense</b>              |                     |
| <b>Other Income</b>                      |                     |
| 7000 · Bank and CD Interest Income       | 1,626.05            |
| <b>Total Other Income</b>                | <b>1,626.05</b>     |
| <b>Other Expense</b>                     |                     |
| <b>9000 · Capital Expenditures</b>       |                     |
| 9002 · Swimming Pool                     | 152,188.28          |
| 9003 · Tennis Courts                     | 3,380.00            |
| 9005 · Buildings                         | 19,672.69           |
| 9006 · Pool Re-web chairs                | 587.30              |
| 9008 · Pool Lap Lanes                    | 1,018.25            |
| 9009 · Pool Deck Extension               | 27,782.00           |
| 9014 · Pool Water Cooler (Fountain)      | 1,566.18            |
| <b>Total 9000 · Capital Expenditures</b> | <b>206,194.70</b>   |
| <b>Total Other Expense</b>               | <b>206,194.70</b>   |
| <b>Net Other Income</b>                  | <b>-204,568.65</b>  |
| <b>Net Income</b>                        | <b>-150,365.92</b>  |

Auto-Owners Ins. Co.

Issued 03-13-2019

AGENCY SCHOOLCRAFT INSURANCE AGENCY  
45-0241-00 MKT TERR 119Company  
BillPOLICY NUMBER 164645-43719163-19  
43-46-VA-1605

INSURED KINGSTON CHASE HOMEOWNERS

Term 05-12-2019 to 05-12-2020

54104 (07-87)

**COMMERCIAL PROPERTY COVERAGE**

55198 (12-10)

**PREMIER PROPERTY PLUS COVERAGE PACKAGE DECLARATION**

The coverages and limits below apply separately to each location or sublocation that sustains a loss to covered property and is designated in the Commercial Property Coverage Declarations. No deductible applies to the below Property Plus Coverages.

| COVERAGE  | LIMIT                                   |
|---|---|
| ACCOUNTS RECEIVABLE   | \$200,000                               |
| BAILEES   | \$15,000                                |
|   | \$10,000 PER ITEM                       |
| BUSINESS INCOME & EXTRA EXPENSE INCLUDING<br>NEWLY ACQUIRED LOCATIONS | \$150,000                               |
| DEBRIS REMOVAL  | \$100,000                               |
| ELECTRONIC DATA PROCESSING EQUIPMENT                                  | \$100,000                               |
| EMPLOYEE DISHONESTY   | \$50,000                                |
| FINE ARTS, COLLECTIBLES AND MEMORABILIA                               | \$50,000                                |
|   | \$10,000 PER ITEM                       |
| FIRE DEPARTMENT SERVICE CHARGE  | \$25,000                                |
| FORGERY AND ALTERATION  | \$50,000                                |
| MONEY AND SECURITIES INSIDE PREMISES                                  | \$50,000                                |
| MONEY AND SECURITIES OUTSIDE PREMISES                                 | \$50,000                                |
| NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY                             | \$500,000 FOR 90 DAYS                   |
| NEWLY ACQUIRED OR CONSTRUCTED PROPERTY                                | \$1,000,000 FOR 90 DAYS                 |
| ORDINANCE OR LAW  | SEE COMMERCIAL PROPERTY<br>DECLARATIONS |
| OUTDOOR PROPERTY  | \$25,000                                |
| TREES, SHRUBS OR PLANTS   | \$1,000 PER ITEM                        |
| RADIO OR TELEVISION ANTENNAS  | \$20,000                                |
| PERSONAL EFFECTS AND PROPERTY OF OTHERS                               | \$50,000                                |
| POLLUTANT CLEAN UP AND REMOVAL  | \$100,000                               |
| PROPERTY IN TRANSIT   | \$100,000                               |
| PROPERTY OFF PREMISES   | \$100,000                               |
| REFRIGERATED PRODUCTS   | \$25,000                                |
| SALESPERSON'S SAMPLES   | \$25,000                                |
| UTILITY SERVICES FAILURE  | \$150,000                               |
| VALUABLE PAPERS AND RECORDS ON PREMISES                               | \$150,000                               |
| VALUABLE PAPERS AND RECORDS OFF PREMISES                              | \$25,000                                |
| WATER BACK-UP FROM SEWERS OR DRAINS                                   | \$50,000                                |

Auto-Owners Ins. Co.

Issued 03-13-2019

AGENCY SCHOOLCRAFT INSURANCE AGENCY  
45-0241-00 MKT TERR 119

Company POLICY NUMBER 164645-43719163-19  
Bill 43-46-VA-1605

INSURED KINGSTON CHASE HOMEOWNERS

Term 05-12-2019 to 05-12-2020

Forms that apply to this coverage part:

|               |               |               |               |               |
|---------------|---------------|---------------|---------------|---------------|
| 64004 (12-10) | 54198 (12-10) | 54334 (12-10) | 54267 (12-10) | 54189 (12-10) |
| 54186 (12-10) | 54218 (03-13) | 54217 (03-13) | 54216 (03-13) | 54214 (03-13) |
| 54221 (12-10) | 54220 (06-00) | 54219 (12-10) | 54338 (03-13) | 54339 (03-13) |
| 64010 (12-10) | 64000 (12-10) |               |               |               |

**Coverages Provided**

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

**LOCATION 0001 - BUILDING 0001**

**Location:** 1623 Hiddenbrook Dr, Herndon, VA 20170-2915

**Occupied As:** Hoa

**Secured Interested Parties:** None

**Rating Information**

|                              |                               |
|------------------------------|-------------------------------|
| Territory: 150               | County: Fairfax               |
| Program: Service             | Construction: Frame           |
| Protection Class: 01         | Class Code: 0702              |
| Class Rate - Building: 0.262 | Class Rate - Pers Prop: 0.280 |

| COVERAGE                              | COINSURANCE | DEDUCTIBLE | LIMIT              | RATE  | PREMIUM  |
|---------------------------------------|-------------|------------|--------------------|-------|----------|
| BUILDING                              |             |            | \$155,900          |       |          |
| Causes of Loss                        |             |            |                    |       |          |
| Basic Group I                         | 80%         | \$500      |                    | 0.119 | \$186.00 |
| Basic Group II                        | 80%         | \$500      |                    | 0.125 | \$195.00 |
| Special                               | 80%         | \$500      |                    | 0.074 | \$115.00 |
| Theft                                 | 80%         | \$500      |                    |       | Included |
| OPTIONAL COVERAGE                     |             |            |                    |       |          |
| Inflation Guard Factor Building 1.038 |             |            |                    |       |          |
| Replacement Cost                      |             |            |                    |       |          |
| Equipment Breakdown                   |             | \$500      | See Form 54843     |       | \$10.00  |
| Property Plus Coverage Package        |             | None       | See 55198 (12-10)  |       | \$77.00  |
| Tier: Premier                         |             |            |                    |       |          |
| ORDINANCE OR LAW                      |             |            |                    |       |          |
| Coverage A-Undamaged Portion          |             | \$500      | Incl in Bldg Limit |       | Included |
| Coverage B-Demolition                 |             | \$500      | \$160,000          |       | Included |
| Coverage C-Increased Cost             |             | \$500      | \$160,000          |       | Included |
| PERSONAL PROPERTY                     |             |            | \$19,190           |       |          |
| Causes of Loss                        |             |            |                    |       |          |
| Basic Group I                         | 80%         | \$500      |                    | 0.136 | \$26.00  |
| Basic Group II                        | 80%         | \$500      |                    | 0.084 | \$16.00  |
| Special                               | 80%         | \$500      |                    | 0.336 | \$64.00  |
| Theft                                 | 80%         | \$500      |                    |       | Included |



Auto-Owners Ins. Co.

Issued 03-13-2019

AGENCY SCHOOLCRAFT INSURANCE AGENCY  
45-0241-00 MKT TERR 119

Company POLICY NUMBER 164645-43719163-19  
Bill 43-46-VA-1605

INSURED KINGSTON CHASE HOMEOWNERS

Term 05-12-2019 to 05-12-2020

| COVERAGE                                       | COINSURANCE | DEDUCTIBLE | LIMIT             | RATE | PREMIUM  |
|--|-------------|------------|-------------------|------|----------|
| OPTIONAL COVERAGE                              |             |            |                   |      |          |
| Replacement Cost                               |             |            |                   |      |          |
| Inflation Guard Factor Personal Property 1.025 |             |            |                   |      |          |
| Equipment Breakdown                            |             | \$500      | See Form 54843    |      | \$2.00   |
| Property Plus Coverage Package                 |             | None       | See 55198 (12-10) |      | \$16.00  |
| Tier: Premier                                  |             |            |                   |      |          |
| ORDINANCE OR LAW                               |             |            |                   |      |          |
| Coverage D-Tenant's I&B                        |             | \$500      | \$160,000         |      | Included |

Forms that apply to this building:

|                |               |                |                |                |
|----------------|---------------|----------------|----------------|----------------|
| 59353 (01-08)  | 54833 (07-08) | IL0003 (07-02) | IL0022 (05-87) | 54740 (05-02)  |
| IL0152 (10-15) | 64224 (01-16) | CP0130 (10-15) | CP0090 (07-88) | CP0203 (01-12) |
| 64000 (12-10)  | 64013 (12-10) | 64010 (12-10)  | 54843 (12-10)  | 54267 (12-10)  |
| 64004 (12-10)  | 54334 (12-10) | 54338 (03-13)  | 54339 (03-13)  | 59509 (11-15)  |
| 59390 (01-15)  |               |                |                |                |

**LOCATION 0001 - BUILDING 0002**

Location: 1623 Hiddenbrook Dr, Herndon, VA 20170-2915

Occupied As: Hoa

Secured Interested Parties: None

**Rating Information**

Territory: 150

County: Fairfax

Program: Service

Construction: Frame

Protection Class: 01

Class Code: 0702

Class Rate - Building: 0.262

Class Rate - Pers Prop: 0.280

| COVERAGE                              | COINSURANCE | DEDUCTIBLE | LIMIT             | RATE  | PREMIUM  |
|---------------------------------------|-------------|------------|-------------------|-------|----------|
| BUILDING                              |             |            | \$115,600         |       |          |
| Causes of Loss                        |             |            |                   |       |          |
| Basic Group I                         | 80%         | \$500      |                   | 0.125 | \$145.00 |
| Basic Group II                        | 80%         | \$500      |                   | 0.135 | \$156.00 |
| Special                               | 80%         | \$500      |                   | 0.080 | \$92.00  |
| Theft                                 | 80%         | \$500      |                   |       | Included |
| OPTIONAL COVERAGE                     |             |            |                   |       |          |
| Inflation Guard Factor Building 1.038 |             |            |                   |       |          |
| Replacement Cost                      |             |            |                   |       |          |
| Equipment Breakdown                   |             | \$500      | See Form 54843    |       | \$8.00   |
| Property Plus Coverage Package        |             | None       | See 55198 (12-10) |       | \$61.00  |
| Tier: Premier                         |             |            |                   |       |          |

Auto-Owners Ins. Co.

Issued 03-13-2019

AGENCY SCHOOLCRAFT INSURANCE AGENCY  
45-0241-00 MKT TERR 119

Company Bill POLICY NUMBER 164645-43719163-19  
43-46-VA-1605

INSURED KINGSTON CHASE HOMEOWNERS

Term 05-12-2019 to 05-12-2020

| COVERAGE                                       | COINSURANCE | DEDUCTIBLE | LIMIT              | RATE  | PREMIUM  |
|--|-------------|------------|--------------------|-------|----------|
| ORDINANCE OR LAW                               |             |            |                    |       |          |
| Coverage A-Undamaged Portion                   |             | \$500      | Incl in Bldg Limit |       | Included |
| Coverage B-Demolition                          |             | \$500      | \$160,000          |       | Included |
| Coverage C-Increased Cost                      |             | \$500      | \$160,000          |       | Included |
| PERSONAL PROPERTY                              |             |            | \$18,570           |       |          |
| Causes of Loss                                 |             |            |                    |       |          |
| Basic Group I                                  | 80%         | \$500      |                    | 0.138 | \$26.00  |
| Basic Group II                                 | 80%         | \$500      |                    | 0.086 | \$16.00  |
| Special  | 80%         | \$500      |                    | 0.342 | \$64.00  |
| Theft  | 80%         | \$500      |                    |       | Included |
| OPTIONAL COVERAGE                              |             |            |                    |       |          |
| Replacement Cost                               |             |            |                    |       |          |
| Inflation Guard Factor Personal Property 1.025 |             |            |                    |       |          |
| Equipment Breakdown                            |             | \$500      | See Form 54843     |       | \$2.00   |
| Property Plus Coverage Package                 |             | None       | See 55198 (12-10)  |       | \$16.00  |
| Tier: Premier                                  |             |            |                    |       |          |
| ORDINANCE OR LAW                               |             |            |                    |       |          |
| Coverage D-Tenant's I&B                        |             | \$500      | \$160,000          |       | Included |

Forms that apply to this building:

|                |               |                |                |                |
|----------------|---------------|----------------|----------------|----------------|
| 59353 (01-08)  | 54833 (07-08) | IL0003 (07-02) | IL0022 (05-87) | 54740 (05-02)  |
| IL0152 (10-15) | 64224 (01-16) | CP0130 (10-15) | CP0090 (07-88) | CP0203 (01-12) |
| 64000 (12-10)  | 64013 (12-10) | 64010 (12-10)  | 54843 (12-10)  | 54267 (12-10)  |
| 64004 (12-10)  | 54334 (12-10) | 54338 (03-13)  | 54339 (03-13)  | 59509 (11-15)  |
| 59390 (01-15)  |               |                |                |                |

**LOCATION 0001 - BUILDING 0003**

**Location:** 1623 Hiddenbrook Dr, Herndon, VA 20170-2915

**Occupied As:** Hoa

**Secured Interested Parties:** None

**Rating Information**

Territory: 150

Program: Service

Protection Class: 01

Class Rate - Building: 0.262

County: Fairfax

Construction: Frame

Class Code: 0702

Class Rate - Pers Prop: 0.280

Auto-Owners Ins. Co.

Issued 03-13-2019

AGENCY SCHOOLCRAFT INSURANCE AGENCY  
45-0241-00 MKT TERR 119

Company POLICY NUMBER 164645-43719163-19  
Bill 43-46-VA-1605

INSURED KINGSTON CHASE HOMEOWNERS

Term 05-12-2019 to 05-12-2020

| COVERAGE                                       | COINSURANCE | DEDUCTIBLE | LIMIT              | RATE  | PREMIUM  |
|--|-------------|------------|--------------------|-------|----------|
| BUILDING                                       |             |            | \$220,300          |       |          |
| Causes of Loss                                 |             |            |                    |       |          |
| Basic Group I                                  | 80%         | \$500      |                    | 0.112 | \$247.00 |
| Basic Group II                                 | 80%         | \$500      |                    | 0.114 | \$251.00 |
| Special  | 80%         | \$500      |                    | 0.068 | \$150.00 |
| Theft  | 80%         | \$500      |                    |       | Included |
| OPTIONAL COVERAGE                              |             |            |                    |       |          |
| Inflation Guard Factor Building 1.038          |             |            |                    |       |          |
| Replacement Cost                               |             |            |                    |       |          |
| Equipment Breakdown                            |             | \$500      | See Form 54843     |       | \$13.00  |
| Property Plus Coverage Package                 |             | None       | See 55198 (12-10)  |       | \$100.00 |
| Tier: Premier                                  |             |            |                    |       |          |
| ORDINANCE OR LAW                               |             |            |                    |       |          |
| Coverage A-Undamaged Portion                   |             | \$500      | Incl in Bldg Limit |       | Included |
| Coverage B-Demolition                          |             | \$500      | \$160,000          |       | Included |
| Coverage C-Increased Cost                      |             | \$500      | \$160,000          |       | Included |
| PERSONAL PROPERTY                              |             |            | \$18,570           |       |          |
| Causes of Loss                                 |             |            |                    |       |          |
| Basic Group I                                  | 80%         | \$500      |                    | 0.138 | \$26.00  |
| Basic Group II                                 | 80%         | \$500      |                    | 0.086 | \$16.00  |
| Special  | 80%         | \$500      |                    | 0.342 | \$64.00  |
| Theft  | 80%         | \$500      |                    |       | Included |
| OPTIONAL COVERAGE                              |             |            |                    |       |          |
| Replacement Cost                               |             |            |                    |       |          |
| Inflation Guard Factor Personal Property 1.025 |             |            |                    |       |          |
| Equipment Breakdown                            |             | \$500      | See Form 54843     |       | \$2.00   |
| Property Plus Coverage Package                 |             | None       | See 55198 (12-10)  |       | \$16.00  |
| Tier: Premier                                  |             |            |                    |       |          |
| ORDINANCE OR LAW                               |             |            |                    |       |          |
| Coverage D-Tenant's I&B                        |             | \$500      | \$160,000          |       | Included |

Forms that apply to this building:

|                |               |                |                |                |
|----------------|---------------|----------------|----------------|----------------|
| 59353 (01-08)  | 54833 (07-08) | IL0003 (07-02) | IL0022 (05-87) | 54740 (05-02)  |
| IL0152 (10-15) | 64224 (01-16) | CP0130 (10-15) | CP0090 (07-88) | CP0203 (01-12) |
| 64000 (12-10)  | 64013 (12-10) | 64010 (12-10)  | 54843 (12-10)  | 54267 (12-10)  |
| 64004 (12-10)  | 54334 (12-10) | 54338 (03-13)  | 54339 (03-13)  | 59509 (11-15)  |
| 59390 (01-15)  |               |                |                |                |

| COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY     | PREMIUM           |
|--|-------------------|
| TERRORISM - CERTIFIED ACTS SEE FORM: 59353, 54833, 59390 | \$44.00           |
| <b>LOCATION 0001</b>                                     | <b>\$2,222.00</b> |

Auto-Owners Ins. Co.

Issued 03-13-2019

AGENCY SCHOOLCRAFT INSURANCE AGENCY  
45-0241-00 MKT TERR 119

Company Bill POLICY NUMBER 164645-43719163-19  
43-46-VA-1605

INSURED KINGSTON CHASE HOMEOWNERS

Term 05-12-2019 to 05-12-2020

55040 (11-87)

**COMMERCIAL GENERAL LIABILITY COVERAGE**

| COVERAGE  | LIMITS OF INSURANCE       |
|---|---------------------------|
| General Aggregate<br>(Other Than Products-Completed Operations) | \$3,000,000               |
| Products-Completed Operations Aggregate                         | \$3,000,000               |
| Personal Injury and Advertising Injury                          | \$2,000,000               |
| Each Occurrence   | \$2,000,000               |
| Damage to Premises Rented to You (Fire Damage)                  | \$50,000 Any One Premises |
| Medical Payments  | \$5,000 Any One Person    |
| Assn Directors/Officers Errors and Omissions Agg                | \$2,000,000               |
| Assn Directors/Officers Errors and Omissions Occ                | \$2,000,000               |

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

**AUDIT TYPE:** Non-Audited

Forms that apply to this coverage:

|                |                |               |               |               |
|----------------|----------------|---------------|---------------|---------------|
| 59353 (01-08)  | 55405 (07-08)  | 55146 (06-04) | 55592 (02-14) | 55010 (02-08) |
| 55160 (12-04)  | IL0021 (07-02) | 55296 (09-09) | 55300 (07-05) | 55513 (11-11) |
| IL0017 (11-85) | 55556 (03-13)  | 55279 (12-04) | 55637 (09-14) | 55306 (10-15) |
| 55718 (11-15)  | 59390 (01-15)  |               |               |               |

**LOCATION 0001 - BUILDING 0001**

**Location:** 1623 Hiddenbrook Dr, Herndon, VA 20170-2915

**Territory:** 008

**County:** Fairfax

| CLASSIFICATION  | CODE  | SUBLINE      | PREMIUM BASIS      | RATE           | PREMIUM    |
|---|-------|--------------|--------------------|----------------|------------|
| Assn Directors/Officers Errors And Omissions  | 00811 | Professional | Flat Charge<br>537 | 2.818          | \$1,513.00 |
| Clubs - Civic, Service Or Social - No Buildings Or Premises Owned Or Leased Except For Office Purposes (Not-For Profit) | 41670 | Prem/Op      | Members<br>537     | Each 1<br>.584 | \$314.00   |
|   |       | Prod/Comp Op | 537                | .013           | \$7.00     |
| Swimming Pools Noc  | 48925 | Prem/Op      | Pools<br>1         | 313.463        | \$313.00   |
|   |       | Prod/Comp Op | 1                  | 4.725          | \$5.00     |

| COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY | PREMIUM           |
|---|-------------------|
| TERRORISM - CERTIFIED ACTS SEE FORM: 59353, 55405, 59390      | \$22.00           |
| <b>LOCATION 0001</b>  | <b>\$2,174.00</b> |

Auto-Owners Ins. Co.

Issued 03-13-2019

AGENCY SCHOOLCRAFT INSURANCE AGENCY  
45-0241-00 MKT TERR 119

Company POLICY NUMBER 164645-43719163-19  
Bill 43-46-VA-1605

INSURED KINGSTON CHASE HOMEOWNERS

Term 05-12-2019 to 05-12-2020

55041 (02-88)

**COMMERCIAL CRIME COVERAGE**

THIS DECLARATIONS PAGE SHOWS THE COVERAGE FORM(S) AND SECTION(S) WHICH APPLY AND FOR WHICH YOU HAVE PAID A PREMIUM.

**Plan:** 01 Combination Crime-Separate Limits Option

**Location:** All Premises

| COVERAGE                       | BY PERSON/<br>POSITION | SECTION | LIMIT     | DEDUCTIBLE | PREMIUM  |
|--------------------------------|------------------------|---------|-----------|------------|----------|
| A-Schedule Employee Dishonesty | President, Vp,<br>T    |         | \$500,000 | \$500      | \$204.00 |

Cancellation of prior insurance: By acceptance of this fidelity bond you give us notice cancelling prior fidelity bond with the cancellation to be effective at the time this policy becomes effective.

Forms that apply to all premises:

IL0017 (11-85) IL0003 (07-02) CR0153 (01-12) IL0152 (10-15) 29415 (01-16)  
CR0002 (10-90) CR1000 (06-95) CC175 (01-86) 25053 (07-16) CR1026 (10-90)

| COMMERCIAL CRIME COVERAGE - ALL PREMISES PREMIUM SUMMARY | PREMIUM         |
|--|-----------------|
| <b>ALL PREMISES PREMIUM</b>                              | <b>\$204.00</b> |

**Kingston Chase Homeowners Association, Inc.**

**Policy Resolution No.** 2012-1

(Procedures Related to the Submission and Resolution of Complaints)

Duly adopted at a meeting of the Board of Directors held SEPTEMBER 10.

Motion by: JACK McDONALD

Seconded by: CHRIS BULEY

| VOTE:   | Yes      | No    |
|---|----------|-------|
| <u>SILVIO KRVARIC</u><br>President            | <u>X</u> | _____ |
| <u>John H. McDonald Jr.</u><br>Vice President | <u>X</u> | _____ |
| <u>Chris Buley</u><br>Treasurer               | <u>X</u> | _____ |
| <u>Andrew Cassell</u><br>Secretary            | <u>X</u> | _____ |
| <u>Boyer Smicicich</u><br>Director            | <u>X</u> | _____ |
| _____<br>Director                             | _____    | _____ |
| _____<br>Director                             | _____    | _____ |
| _____<br>Director                             | _____    | _____ |
| _____<br>Director                             | _____    | _____ |
| _____<br>Director                             | _____    | _____ |
| _____<br>Director                             | _____    | _____ |
| _____<br>Director                             | _____    | _____ |

ATTEST: Andrew Cassell  
Secretary

9/10/2012  
Date

Resolution effective: SEPTEMBER 11, 2012

**Resolution of the Board of Directors of  
Kingston Chase Homeowners Association, Inc.  
Adopting Association Complaint Procedures  
Resolution No. 2012-1**

WHEREAS, Section 55-530 of the Code of Virginia and the Common Interest Community Ombudsman Regulations (the "Ombudsman Regulations") authorize community associations in Virginia to adopt a written process for resolving complaints from members and citizens (the "Association Complaint Procedures"); and

WHEREAS, the Board of Directors of the Kingston Chase Homeowners Association, Inc. desires to adopt procedures that are in compliance with these statutes and regulations;

IT IS THEREFORE HEREBY RESOLVED THAT the Board of Directors adopts the following Association Complaint Procedures:

**1. Initiation, Delivery and Acknowledgement**

1.1 To initiate action under these Association Complaint Procedures, an owner, resident or citizen shall complete and submit the Association Complaint Form attached to these Procedures. The person initiating an Association Complaint is referred to in these procedures as the "Complainant."

1.2 The Association Complaint Form shall be readily available and shall be provided to any person upon request to the Board of Directors of Kingston Chase Homeowners Association, Inc (the "Board").

1.3 An Association Complaint shall concern a matter regarding actions, inactions or decisions by the Board or the Association that are alleged to be inconsistent with applicable laws and regulations governing common interest communities.

1.4 Initiation of a Complaint pursuant to the Association Complaint Procedures requires a complete Association Complaint Form. If the Association Complaint Form is incomplete, the Association may return it to the Complainant with a request stating what needs to be completed, and processing of the Association Complaint shall not begin until a complete Association Complaint Form is received by the Association.

1.5 The Association Complaint Form shall provide sufficient information to enable the Board to be able to make a determination on the issue(s) raised in the Association Complaint. To the extent the Complainant has knowledge of the laws, regulations or provisions applicable to the Association Complaint, the Complainant shall provide those references. The Complainant shall describe the action or resolution the Complainant is requesting.

1.6 The Complainant shall deliver the Association Complaint Form to the person identified in the instructions in the Association Complaint Form, by the method described in the Association Complaint Form.

## **2. Acknowledgement**

2.1 The Association shall send the Complainant an acknowledgement of receipt of a completed Association Complaint Form within seven days after a completed form is received. Acknowledgment shall be sent by certified mail, return receipt requested or by hand delivery, or by electronic means if the Complainant has expressed a preference in writing (including email) to receive communications regarding the Association Complaint electronically. If sent electronically, the Association shall retain sufficient proof of the electronic delivery.

## **3. Additional Information**

3.1 If the Association determines that additional information is needed in order to be able to make a decision on the Association Complaint, it may request that information from the Complainant. The request may be made by any reasonable means deemed appropriate by the Association, including regular U. S. mail, hand delivery, or by electronic means if the Complainant has agreed in writing (including by email) to receive communications regarding the Association Complaint electronically. Complainant shall respond to any such request to the best of Complainant's ability within a reasonable time after receiving such a request. If Complainant does not respond within thirty days, the Board may dispose of the Association Complaint based upon the information available to it.

## **4. Notice of Consideration of Association Complaint**

4.1 When the Association has determined when the matter will be considered by the Board of Directors, notice shall be given to the Complainant of the date, time and location that the Association Complaint will be considered by the Board. The notice shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant at the address provided, or shall be given by electronic means if the Complainant has expressed a preference in writing (including by email) to receive communications regarding the Association Complaint electronically. If sent electronically, the Association shall retain sufficient proof of the electronic delivery. The Association will make reasonable efforts to consider issues properly raised in the Association Complaint within 60 days of receiving all information it considers necessary to make a decision and in any event within 90 days after an Association Complaint is received.

4.2 If Complainant attends a meeting at which the Association Complaint is considered, the Board of Directors may give the Complainant an opportunity to briefly address the Board on the issue(s) raised in the Association Complaint, within reasonable time constraints to be determined by the Board.



**5. Notice of Final Determination**

5.1 Within seven days after the final determination is made on the Association Complaint, a written Notice of Final Determination shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the Complainant, and sent to the Complainant by electronic means if the Complainant has expressed a preference in writing (including email) to receive communications regarding the Association Complaint electronically.

5.2 The Notice of Final Determination shall be dated as of the date it is issued. It shall include specific citations to applicable Association governing documents, laws, or regulations that led to the final determination, as well as the Virginia Department of Professional and Occupational Regulation (DPOR) registration number of the Association.

5.3 The Notice of Final Determination shall include a statement of the Complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman and the applicable contact information.

**6. No Appeal Procedure**

6.1 No appeal to any Association party shall be available from the determination set forth in the Notice of Final Determination, and the decision set forth therein shall be the final decision of the Association on the matter set forth in the Association Complaint.

**7. Record Keeping**

7.1 A record of each Association Complaint filed with the Association, including all documents, correspondence, and other materials related to a decision made pursuant to the Association Complaint Procedures, shall be maintained for no less than one year after the Association acts on the Association Complaint.

**8. Distribution of Association Complaint Procedures**

8.1 The Association Complaint Procedures shall be readily available to all members of the Association, residents and citizens upon request. Requests for copies of the Procedures and forms can be obtained by contacting the Board by mail or by email.

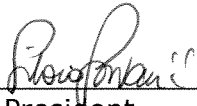
8.2 The Association Complaint Procedures shall be included as an attachment to the Association disclosure packet.

5. This Resolution shall be effective SEPTEMBER 11, 2012.

ADOPTED SEPTEMBER 10, 2012.

BOARD OF DIRECTORS

Kingston Chase Homeowners  
Association, Inc.

By:   
President

Attest:   
Secretary

## ASSOCIATION COMPLAINT FORM

Pursuant to Chapter 29 of Title 55 of the Code of Virginia, the Board of Directors ("Board") of the Kingston Chase Homeowners Association, Inc. ("Association") has established this Association Complaint Form for use by persons who wish to file written complaints with the Association regarding the action, inaction or decision by the Board, managing agent or Association inconsistent with applicable laws and regulations.

This form may be sent to the Association:

By U. S. Mail to:            Board of Directors, KCHOA  
   P.O. Box 332  
   Herndon, VA 20172

or

By email to:                info@kchoa.org

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Your Name: \_\_\_\_\_

Your Mailing Address: \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

If you are an owner in the Association, please provide the address of the Association property owned:

\_\_\_\_\_

\_\_\_\_\_ Your Contact Preference  Phone             E-mail  
Your E-mail Address    Your Phone Number             Other \_\_\_\_\_

Initial Here -> \_\_\_\_\_ if you would prefer to receive written communications regarding this matter by email rather than by certified mail or hand delivery. **By initialing you agree to send a confirmation of receipt by email to the sender.** Failure to do so may necessitate the Association sending written communication by certified mail or hand delivery in addition to email.

Please legibly describe the Complaint in the area provided below, as well as the requested actions or resolutions of the issues described in the Complaint. Please include references to the specific facts and circumstances at issue and the provisions of applicable laws and regulations that support the Complaint. If there is insufficient space, please attach a separate sheet of paper to this Complaint form. Please write legibly or type below and feel free to attach accompanying sheets. Also, please attach any supporting documents, correspondence and other materials related to the Complaint.

**Complaint:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Requested resolution:**

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**Provisions of applicable laws and regulations that support the Complaint:**

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\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**KINGSTON CHASE HOMEOWNERS  
ASSOCIATION, INC.**

**DECLARATION OF COVENANTS,  
CONDITIONS AND  
RESTRICTIONS**

## EXHIBIT A

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 24th day of August, 1977, by A & A HOMES, INC., a Virginia corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property on Crestview Drive in the County of Fairfax, State of Virginia, which is more particularly described as set forth on Schedule A, which Schedule is attached hereto, initialed on behalf of the Declarant and incorporated herein.

AND WHEREAS, Declarant will convey the said properties, subject to certain, protective covenants, conditions, restrictions reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Kingston Chase Home Owners Association, Inc., a Virginia corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of members of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to A & A Homes, Inc., a Virginia corporation, and its successors and assigns.

104716 0528

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder; the Association may not borrow money pursuant to this section unless agreed to by two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for that purpose;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed Sixty (60) days for any infraction of its published rules and regulations;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members and the Department of County Development of Fairfax County, Virginia. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded and there has been written approval by the appropriate officials of Fairfax County, Virginia.

Section 2. Delegation of Use. Any member may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will, prior to the conveyance of the first lot to a purchaser, convey fee simple title to the Common Area to the Association, free and clear of any encumbrances and liens, but subject to easements, covenants and conditions herein and subject to easements for utilities and other public purposes regardless of when recorded, as may be required in the orderly development of the property, prior to the conveyance of the first Lot, but provided, however, that no such future easements shall affect the beneficial use and enjoyment of the Common Area by the Association and its Members.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity, who is a record owner of a fee or undivided interest in any lot which is subject by covenants of record to assessment by the association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest as security for the performance of any obligation. No owner shall have more than one membership for each lot owned as described above. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1980.



ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties (including administrative and overhead expense), and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Optional and Discretionary Exterior Maintenance of Other than Common Area. In addition to maintenance upon the Common Area, the Association may provide, at its option and in its sole discretion, exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, in the event that the need for maintenance or repair is caused through the willful or negligent acts of the owner, his family, guests or invitees. Such exterior maintenance shall not include glass surfaces. The costs of said discretionary exterior maintenance shall be a special assessment against the particular Lot upon which the work is performed and shall be a lien upon said Lot and the personal obligation of the Lot owners as any other special assessment for capital improvements as is herein provided.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot owned by the Class A Members; provided, however, that the maximum annual assessment per Lot owned by the Class B Members shall be twenty-five percent (25%) of the actual assessment paid by Class A Members for unoccupied Lots but shall be one hundred percent (100%) of the actual assessment paid by Class A Members for occupied Lots.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment applicable to each Lot may be increased each year not more than the "Maximum Percentage" (as defined below) above the maximum

and annual assessment applicable to each such Lot for the previous year without a vote of the membership. The "Maximum Percentage" for any year shall be the percentage of increase in the Consumer Price Index, 1957-59 Base, All Items, District of Columbia Area, as published by the Bureau of Labor Statistics, of the United States Department of Labor, or its successor, in the report most current on the first day of such year as compared to the report most current on the first day of the preceding year. (If the aforesaid Index shall be discontinued, there shall be substituted therefor such other comparable index as may be furnished by the United States Government or the District of Columbia).

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment applicable to each Lot may be increased more than the "Maximum Percentage" above the maximum annual assessment, with respect to each class of Members, by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum annual assessment permitted.

Section 5. Special Assessments for Capital Improvements.  
In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Both annual and special assessments must be fixed at a uniform rate for all lots in accordance with Section 4 above and may be collected on a quarterly or less frequent basis as the Board of Directors may determine.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than thirty (30) days nor more than Sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required

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quorum at the preceding meeting. No such subsequent meeting shall be held more than Sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments:  
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments:  
Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner can escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or otherwise.

Section 10. Subordination of the Lien to Mortgages.  
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any judicial proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change in or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such

design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Declarant is not subject to the provisions of this Article.

ARTICLE VI  
USE RESTRICTIONS

Section 1. No property shall be used other than for residential purposes except for a builder's construction or sales office during the construction and sales period and other construction purposes incidental to development.

Section 2. No building, accessory building or structure, shed, awning, porch or porch covering, garage, trailer, tent, driveway, T.V. antennas, other types of antennas, mail boxes, fences hedges, screens, barns, walls or appurtenances to any such structures shall be allowed, constructed or altered upon any property or dwelling thereon without the plans and specifications of such having been approved by the Architectural Control Committee as to quality or workmanship, design, colors and materials and harmony of same to the project as a whole.

Section 3. No fence, wall, or walls or other similar type structure shall be allowed except those approved by the Architectural Control Committee.

Section 4. No exterior clothesline or hanging device shall be allowed upon any property.

Section 5. No boats on cradles or trailers may be parked in streets, driveways, yards or common parking areas.

Section 6. No vehicles except as may be classified as passenger cars or station wagons shall be regularly parked in residential areas.

Section 7. No noxious or offensive activities shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

W: 4710 W: 534

Section 8. During the construction and sales period no signs other than those of the builders may be displayed. Thereafter, no signs exceeding two square feet shall be displayed.

Section 9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose.

Section 10. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

#### ARTICLE VII EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the recorded plat of the project, and, in addition over the rear 10 feet of the Lot.

#### ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended

for successive periods of Ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded. However, anything to the contrary contained herein notwithstanding the covenants contained in Articles I, II, III, IV and VIII shall not be amended at any time or vacated without the written approval of the Directors of County Development for Fairfax County, Virginia.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration, provided, however, that said approval shall be required only in the event FHA/VA shall have insured a first trust loan on a residence lot in Kingston Chase and the proceeds of the loan shall have been used to acquire said residence lot from the Declarant: annexation of additional properties, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions. Continued eligibility of Kingston Chase for FHA/VA financing shall be conditioned upon FHA/VA approval of any of the aforementioned actions.

Section 5. Deeds of Trust. The use herein of the word "mortgage" shall be deemed to mean "deed or deeds of trust" where such security instruments are used in lieu of or instead of a mortgage or mortgages.

Section 6. Non-applicability to Other Property. The covenants, conditions and restrictions set forth herein shall apply only to the property described in Schedule A attached hereto and shall create no rights, benefits, burdens or obligations with respect to any other property owned by Declarant, its successors or assigns.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24<sup>TH</sup> day of August, 1977.



ATTEST:  
[Signature]  
Secretary

A & A HOMES, INC.

By [Signature]  
President

STATE OF VIRGINIA

COUNTY OF Tazewell, to-wit:

I, Linda Ann Tishback, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_ Harvey Artigore and Giles R. Schuttler, whose names as President and Secretary, respectively, of A & A Homes, Inc., a Virginia Corporation, are signed to the foregoing and annexed writing bearing date on the 2<sup>nd</sup> day of August, 1977, have personally appeared before me in my jurisdiction aforesaid and acknowledged that the same was executed by due and proper corporate authority.

GIVEN under my hand this 15<sup>th</sup> day of September, 1977.

Linda Ann Tishback  
Notary Public

My Commission Expires May 25, 1981

SCHEDULE A

All of those certain lots or parcels of land situate and being in the County of Fairfax, Virginia, more particularly described as follows:

Lots 414 through 537, both inclusive, and Parcel F, Section Three, Kingston Chase, as the same is dedicated, platted and recorded in Deed Book 4201 at Page 55 among the land records of Fairfax County, Virginia.

This instrument with certificate annexed, admitted to record-Office of Circuit Court Fairfax County, Va. SEP 29 1977 at 2:49 p.m.  
Tested: Janna E. Hoffmeyer Clerk

A COPY TESTE:  
WARREN E. BARRY, CLERK

By: Verna L. Barry  
Deputy Clerk



ARTICLES OF INCORPORATION

FOR

KINGSTON CHASE HOMEOWNERS  
ASSOCIATION, INC.

ARTICLES OF INCORPORATION

800 65.1.37

OF

KINGSTON CHASE HOME OWNERS ASSOCIATION, INC

In compliance with the requirements of Chapter 2 of Title 13.1 of the Code of Virginia, the undersigned, Harvey Antigone, Bernard Alterman and Hugh C. Cregger, Jr., all of whom are of full age, having this day voluntarily associated themselves together for the purpose of forming a corporation not for profit, do hereby certify that:

ARTICLE I

The name of the Corporation is KINGSTON CHASE HOME OWNERS ASSOCIATION, INC., hereinafter called the "Association."

ARTICLE II

The name of the County wherein the initial registered office of said Association is to be located is Arlington, and the post office address is 2054 N. 14th Street, Arlington, Virginia 22201.

ARTICLE III

Hugh C. Cregger, Jr., whose address is 2054 N. 14th Street, Arlington, Virginia 22201, is hereby appointed as the initial registered agent of this Association. He is a resident of Virginia and a Member of the Virginia State Bar.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for management, maintenance, preservation and architectural control of the residence Lots and Common Area of Section 1, Kingston Chase, consisting of 151 residence lots, and for any additional sections developed with residence Lots and Common Area within that certain tract of real property located on Crestview Drive in Fairfax County, Virginia.

said property consisting of 186.14871 acres of land which is a part of the property conveyed in one deed recorded among the land records of Fairfax County, Virginia, in Deed Book 3686, at Page 419, described more particularly by metes and bounds as follows:

Beginning at a point in the easterly line of Crestview Drive (Route #679) said point being a common corner to the lands of Folly Lick Associates and R. A. and C. W. Wendlen, said point also lying in the corporate limit of the Town of Herndon; thence with the easterly line of Crestview Drive N 10° 25' 49" E 2030.71 feet; N 44° 45' 36" E 500.19 feet; N 28° 49' 43" E 154.82 feet; and N 16° 41' 00" E. 416.16 feet to a common corner to the land of John C. Wood, Trustee; thence with the line of J. C. Wood S 69° 38' 00" E 2987.45 feet to a point in the center of Folly Lick Branch (also the corporate line of the Town of Herndon); thence running with the center of Folly Lick Branch (also the corporate limit of the Town of Herndon) the following average courses and distances: S 14° 58' 58" W 59.88 feet; S 42° 20' 27" E 39.21 feet; S 7° 13' 36" E 87.09 feet; S 59° 50' 45" W 25.50 feet; S 89° 56' 27" W 86.28 feet; S 54° 04' 38" W 107.70 feet; S 32° 16' 33" W 110.00 feet; S 3° 20' 56" E 46.01 feet; S 53° 55' 35" E 93.61 feet; S 21° 01' 24" E 81.32 feet; S 1° 28' 42" W 47.27 feet; S 25° 02' 39" W 66.73 feet; S 4° 42' 10" W 142.37 feet; and S 33° 21' 51" W 98.46 feet to a common corner of F. G. and N. S. Young; thence with the line of F. G. and N. S. Young the following courses and distances: N 72° 51' 31" W 588.95 feet; S 20° 20' 13" W 125.00 feet; N 72° 50' 34" W 254.80 feet; and S 11° 11' 31" W 298.50 feet to a common corner to the land of J. C. and A. H. Young; thence with the line of J. C. and A. H. Young the following courses and distances: N 78° 09' 39" W 200.00 feet; S 11° 50' 21" W 400.00 feet; and S 75° 04' 29" E 652.00 feet to a point in the center of Folly Lick Branch (also the corporate limit of the Town of Herndon); thence with the center of Folly Lick Branch (also the corporate limit of the Town of Herndon) the following average courses and distances: S 14° 21' 31" W 128.85 feet; S 11° 40' 39" E 85.15 feet; S 2° 06' 56" W 34.23 feet; S 53° 10' 37" W 27.19 feet; S 18° 25' 53" W 86.93 feet; S 69° 08' 44" W 50.00 feet; S 29° 05' 45" W 43.27 feet; S 0° 18' 18" E 80.23 feet; S 32° 23' 00" W 106.40 feet; S 1° 01' 04" E 48.09 feet; S 27° 46' 32" W 108.33 feet; S 17° 37' 58" E 48.76 feet; S 35° 54' 03" W 117.03 feet; N 72° 11' 31" W 70.85 feet; S 82° 14' 52" W 72.61 feet; S 48° 32' 09" W 60.00 feet; S 35° 33' 29" E 34.99 feet; S 18° 20' 17" W 28.23 feet; S 73° 38' 15" W 49.03 feet; S 25° 53' 57" W 52.22 feet; S 77° 47' 45" E 27.68 feet; S 14° 25' 53" W 30.68 feet; S 80° 44' 20" W 49.16 feet; S 50° 24' 50" W 36.62 feet; S 76° 18' 56" W 25.32 feet; N 39° 54' 19" W 29.41 feet; and S 73° 03' 38" W 35.43 feet to a common corner to the land

may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Circuit Court for Fairfax County and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of more than two-thirds (2/3rds) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on December 31, 1980.

## ARTICLE VII

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors of three (3) persons who need not be members of the Association. The names and addresses of the persons who shall hold office as the initial directors until the election of their successor or successors are:

|                      |   |
|----------------------|---|
| Harvey Antigone      | 4600 Connecticut Avenue, N.W.<br>Washington, D.C. 20008 |
| Bernard Alterman     | 2947 Birch Tree Lane<br>Silver Spring, Md. 20906        |
| Hugh C. Cregger, Jr. | 3619 N. Harrison Street<br>Arlington, Virginia 22207    |

The Board of Directors may, from time to time by amendments to the By-Laws, increase the number of Directors and upon such increase the Board shall appoint successors to serve until the next annual meeting of the members of the Association.

At the next annual meeting the Board of Directors shall be elected by the members casting votes in the proportion to which they are entitled.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by more than two-thirds (2/3rds) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by more than two-thirds (2/3rds) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of more than two-thirds (2/3rds) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Virginia by law may now or hereafter have or exercise.

#### ARTICLE V MEMBERSHIP

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

#### ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles. Continued eligibility of Kingston Chase for FHA/VA financing shall be conditioned upon FHA/VA approval of any of the aforementioned actions.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Virginia, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 20th day of February, 1974

Harvey Antigone  
Harvey Antigone  
Bernard Alterman  
Bernard Alterman  
Hugh C. Cregger, Jr.  
Hugh C. Cregger, Jr.



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

AT RICHMOND,  
March 4, 1974

The accompanying articles having been delivered to the State Corporation Commission on behalf of  
Kingston Chase Home Owners Association, Inc.

and the Commission having found that the articles comply with the requirements of law and that all required fees  
have been paid, it is

ORDERED that this CERTIFICATE OF INCORPORATION

be issued, and that this order, together with the articles, be admitted to record in the office of the Commission; and  
that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions  
and restrictions imposed by law.

Upon the completion of such recordation, this order and the articles shall be forwarded for recordation in the  
office of the clerk of the Circuit Court of Arlington County

STATE CORPORATION COMMISSION

By Thomas P. Hammond  
Commissioner

VIRGINIA:

In the Clerk's Office of the Circuit Court of Arlington County

The foregoing certificate (including the accompanying articles) has been duly recorded in my office this 14<sup>th</sup>  
day of March 1974 and is now returned to the State Corporation Commission by certified mail.

Robert E. Smith  
Clerk

# Commonwealth of Virginia



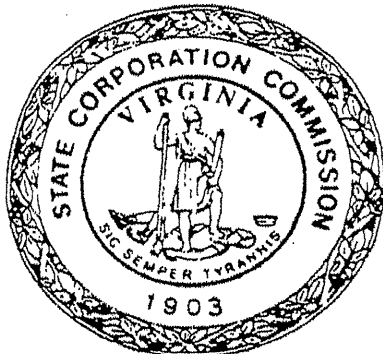
## State Corporation Commission

I, William J. Bridge, Clerk of the State Corporation Commission, do hereby certify that

the foregoing is a true copy of all documents constituting the charter of KINGSTON CHASE HOME OWNERS ASSOCIATION, INC..

Nothing more is hereby certified.

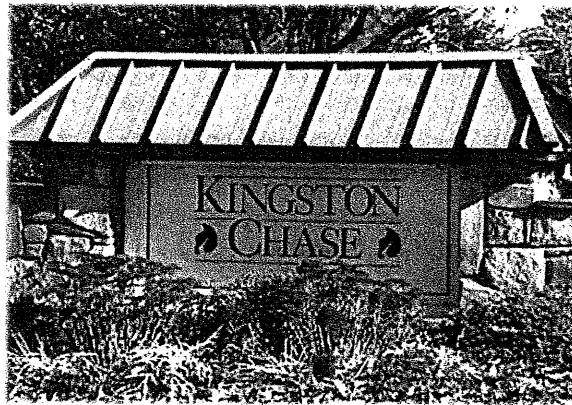
In Testimony Whereof I hereunto set my hand and affix the Official Seal of the State Corporation Commission, at Richmond, this 12 day of June A. D. 19 91



William J. Bridge

Clerk of the Commission

**KINGSTON CHASE  
HOME OWNERS ASSOCIATION, INC.**



**BY-LAWS**

**November 14, 2005**

*Joe Honda*  
KCHOA President

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**BY-LAWS OF THE  
KINGSTON CHASE HOME OWNERS ASSOCIATION, INC.  
PO Box 332  
Herndon, VA 20172**

**ARTICLE 1. NAME AND LOCATION**

The name of the association is Kingston Chase Home Owners Association, Inc., hereinafter referred to as the “Association.” The principal office of the Association as well as all meetings of members and directors shall be located at the Association Clubhouse at 1623 Hiddenbrook Drive, unless otherwise designated and/or noticed by the Board of Directors.

**ARTICLE 2. DEFINITIONS**

2.1 Association

“Association” shall mean and refer to the Association, its successors and assigns.

2.2 Properties

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

2.3 Common Area

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

2.4 Lot

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

2.5 Owner

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

2.6 Declarant

“Declarant” shall mean and refer to A & A Homes, Inc., a Virginia corporation, and its successors and assigns.

2.7 Declaration

“Declaration” shall mean and refer to the Declaration of Covenants, Conditions and

Restrictions applicable to the Properties recorded in the Office of Clerk of the Circuit Court of Fairfax County, Virginia.

2.8 Member

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

**ARTICLE 3. MEMBERSHIP**

3.1 Membership

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

3.2 Suspension of Membership.

During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of recreational facilities of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for violation of any published rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

**ARTICLE 4. PROPERTY RIGHTS; RIGHTS OF ENJOYMENT**

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

**ARTICLE 5. BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

5.1 Number

The affairs of this Association shall be managed by a Board not to exceed eleven (11) directors.

## 5.2 Election

Members of the Board of Directors shall be elected to terms of three years. Terms will be set at staggered intervals to insure continuity. In the event of the resignation, removal or death of a director, the successor shall be selected by the remaining members of the Board and shall serve for the remainder of the unexpired term of the predecessor director.

## 5.3 Removal

Any director may be removed from the Board, with or without cause, by either a vote of twenty percent (20%) of the Members of the Association, or a majority vote of the Board of Directors.

## 5.4 Compensation

No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

## 5.5 Action Taken Without a Meeting

The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written or electronic mail (email) approval of the majority of directors. Any action so taken shall have the same effect as though taken at a meeting of the Board of Directors.

# **ARTICLE 6. MEETING OF DIRECTORS**

## 6.1 Regular Meetings

Regular meetings of the Board of Directors shall be held the second Monday of each month, at 7:30 p.m. at the Association Clubhouse at 1623 Hiddenbrook Drive, or at such place and hour as may be fixed from time to time by resolution of the Board.

## 6.2 Special Meetings

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

## 6.3 Quorum

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

# **ARTICLE 7. NOMINATION AND ELECTION OF DIRECTORS**

## 7.1 Nomination

Nominations for election to the Board of Directors may be made by any Member of the



Association in good standing. Nominations may be made from the floor at the annual meeting, at a regular Board meeting, or through any Board member.

## 7.2 Election

The election to the Board shall be conducted at the regular Board meeting in December, with terms beginning the following January 1st. Election to the Board of Directors shall be by secret written ballot. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

# **ARTICLE 8. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

## 8.1 Powers

The Board of Directors shall have the power to:

1. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
2. exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and
3. employ a manager, an independent contractor, or such other persons as they deem necessary, and to prescribe their duties.

## 8.2 Duties

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

1. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by ten percent (10%) of the Members who are entitled to vote;
2. supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed; and as more fully provided herein, and in the Declaration, to:
  - a. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article 12;
  - b. send written notice of each annual assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment due date;
  - c. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates; if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
  - d. procure and maintain adequate liability and hazard insurance on property owned by the Association;
  - e. cause all officers or employees having fiscal responsibilities to be bonded,

as it may deem appropriate;

- f. cause the Common Area to be maintained; and
- g. at the option and in the sole discretion of the Association, to cause the exterior of the dwellings to be maintained if the maintenance or repair is caused by the willful or negligent acts of the Owner or Owner's family, guests, or invitees.

## **ARTICLE 9. COMMITTEES**

### 9.1 Architectural Review Committee

The Board of Directors shall appoint an Architectural Review Committee, as provided in the Declaration, and in addition the Board may appoint other committees as it deems appropriate to carry out the purposes of the Association.

### 9.2 Complaint Processing

It shall be the duty of each committee to receive complaints from Members of any matter involving Association functions, duties, and activities within the scope of its responsibility. Each committee shall dispose of such complaints as it deems appropriate or refer them to such other committee, director, or officer of the Association as may be further concerned with the matter presented.

## **ARTICLE 10. MEETING OF MEMBERS**

### 10.1 Annual Meetings

Each regular annual meeting of the Members shall also be the regular December meeting of the Board of Directors, unless otherwise directed by the Board of Directors or a vote of the Members.

### 10.2 Special Meetings

Special meetings of the Members may be called at any time by the president or by the Board of Directors or upon written request of ten percent (10%) of the Members who are entitled to vote.

### 10.3 Notice of Meetings

Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing (or electronic mail, if the Member has chosen this method to be informed of meetings) a copy of such notice, at least fifteen 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

#### 10.4 Quorum

The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

#### 10.5 Proxies

At all meetings of members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of the Lot.

### **ARTICLE 11. OFFICERS AND THEIR DUTIES**

#### 11.1 Enumeration of Offices

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

#### 11.2 Election of Officers

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members, or at such time as a vacancy occurs.

#### 11.3 Term

The officers of this Association shall be elected annually by the Board and each officer shall hold office for one (1) year unless they resign, are removed, or are otherwise disqualified to serve.

#### 11.4 Special Appointments

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

#### 11.5 Resignation and Removal

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

### 11.6 Vacancies

A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer replaced.

### 11.7 Multiple Offices

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to subsection 11.4 of this Article.

### 11.8 Duties

The duties of the officers are as follows.

#### 11.8.1 President

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments; and shall co-sign all checks and promissory notes.

#### 11.8.2 Vice President

The vice president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

#### 11.8.3 Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; ensure that appropriate current records showing the Members of the Association together with their addresses are kept; and shall perform such other duties as required by the Board.

#### 11.8.4 Treasurer

The treasurer shall ensure that the Board receives and deposits in appropriate bank accounts all monies of the Association and disburses such funds as directed by resolution of the Board of Directors; shall co-sign checks and promissory notes of the Association as required; ensure that the Board keeps proper books of account and cause a regular audit of the Association books to be made by a public accountant; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership on a regular basis and at its regular annual meeting.

## **ARTICLE 12. ASSESSMENTS**

### 12.1 Creation of the Lien and Personal Obligation of Assessments

By the Declaration each Member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to the successors in title unless expressly assumed by them.

### 12.2 Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

### 12.3 Basis of Annual Assessments

Effective January 1, 2004, the annual assessment per Lot shall be Two Hundred Sixty-two dollars (\$262.00). From and after January 1, 2005, the maximum annual assessment applicable to each Lot may be increased each year not more than the "Maximum Percentage" (as defined below) above the maximum and annual assessment applicable to each such Lot for the previous year without a vote of the membership. The "Maximum Percentage" for any year shall be the percentage of increase in the Consumer Price Index, for Fairfax County, as published by the United States Department of Labor, or its successor, in the report most current on the first day of such year as compared to the report most current on the first day of the preceding year. (If the aforesaid Index shall be discontinued, there shall be substituted therefore such other comparable index as may be furnished by the United States Government). However, after consideration of current costs and future needs of the Association, the Board of Directors may fix the annual assessment at a lesser amount, on an annual basis, provided the requirements of the Association's budget and capital reserve account are maintained.

If, in any year, consideration of current and future needs of the Association cause the Board of Directors to believe an increase greater than the CPI for Fairfax County, Virginia, is required, the assessment must be approved by a two-thirds (2/3) majority of all Members who are voting in person or by proxy at a meeting duly called for that purpose. Notice of the meeting shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance, setting forth the details and purpose of the meeting.

### 12.4 Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy in any

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

#### 12.5 Uniform Rate

Both annual and special assessments must be fixed at a uniform rate for all Lots.

#### 12.6 Date of Commencement of Annual Assessments; Due Dates

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Annual assessments are payable and due April 1, or as shall be established otherwise by the Board of Directors. Upon demand at any time, the Association shall furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

#### 12.7 Effect of Non-Payment of Assessments; Remedies of the Association

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

#### 12.8 Subordination of the Lien to First Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of all first mortgages. Sale or transfer of any Lot shall not affect the assessment lien, unless the sale or transfer is pursuant to a decree of foreclosure under a first mortgage or any proceeding in lieu of foreclosure thereof under a first mortgage, in which case the lien of such assessments as to payments thereof which became due prior to such sale or transfer shall be extinguished. No sale or transfer, whether by foreclosure under a first mortgage or otherwise, shall relieve such Lot from liability for any future assessments becoming due thereon or from the lien therefore.

### 12.9 Exempt Property

The following property subject to the Declaration shall be exempt from the assessments created therein: a) all properties dedicated to and accepted by a local public authority; b) the Common Area; and c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the Commonwealth of Virginia. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## **ARTICLE 13. BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.

## **ARTICLE 14. CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Kingston Chase Home Owners Association, Inc.

## **ARTICLE 15. AMENDMENTS**

These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## **ARTICLE 16. MISCELLANEOUS; EFFECTIVE DATE**

The fiscal year of the Association shall begin January 1 and end December 31 of each year. The effective date of these By-Laws, as amended and approved by the Association's Members entitled to vote, shall be 14 November 2005.

# Kingston Chase Pool Rules & Regulations For the 2018 Season

Any person who permanently resides in Kingston Chase may use the pool provided the homeowner dues for that lot have been paid, there is no Board judgment against the lot, and a current picture is on file. **Payment of dues will not be accepted at the pool.** Renters with written authorization on file are treated as owners, provided dues are paid and owners are not using pool privileges. Swim team members will not be permitted to practice or swim until homeowner dues have been paid.

**CASH WILL NOT BE ACCEPTED AT POOL. IF YOU DO NOT HAVE A PICTURE ON FILE YOU MUST PAY GUEST FEES TO BE PERMITTED ENTRY TO THE POOL AREA.**

## KCHOA Residents

- Must be 14 years of age or older to supervise children 11 years of age or younger (who have not passed the swim test).
- Must remain within 20 feet of any child that has not passed the established swim test and shall be considered the primary supervisor of the child.

## Non-Resident Children of Resident Parents

- Non-Resident children (under the age of 18) living outside of Kingston Chase who come for overnight visits with parents or grandparents are considered members while staying with their resident parent(s) / grandparents.
- Non-resident children over 18 must have a guest pass and must be accompanied by the resident when using the pool.

## Au Pairs and exchange students

- Au Pairs and exchange students shall be treated as permanent residents provided their legal address is the same as homeowner, homeowner dues are paid, and a current picture is on file.

## KCHOA Non-Resident Baby Sitters Watching Resident Children

- Must be 14 years of age or older.
- Must pay guest fee. Homeowners may submit a picture of full time sitters – one additional per lot
- May not bring guests to the pool.
- May only use pool with children they are watching.
- Must stay in the water with any child that has not passed the established swim test. (See rule #27.)

## KCHOA Resident Baby Sitters Watching Non-resident Children

- Must be 14 years of age or older.
- Must pay guest fee per non-resident child. (Except children 2 and under.)
- Must stay in the water with any child that has not passed the established swim test. (See rule #27.)

## Pool Passes / Guest Fees

- There will be a \$5.00 per day charge for guests. Children age 2 and under and adults over 65 are free.
- A Kingston Chase member of at least 14 years of age must remain at the pool with their guest(s) at all times.
- Books of 5 tickets are available for \$20.00 and books of 50 tickets are available for \$150 from the manager on duty or from the KCHOA web site.
- Checks only – **NO CASH** accepted at the pool. Pool passes will no longer expire at the end of the season. Pool passes are provided to residents and children to help defray the cost of running the pool and are available from the KCHOA web site or at the pool.

## Pool Toys

- Toys for children of various ages are available at the pool and are to remain at the wading pool area. Donations are welcome – no small parts please.

## Lost and Found

- Due to sanitary problems created by the overflow of lost and found items, these items will be held for one month and then donated or discarded at the end of the month.

## Baby Changing

- Baby Changing tables are provided in the men's bathroom and the women's bathroom - PLEASE USE THEM.

## Emergency Closings

- Vomit or fecal contamination in the pool will result in the pool closing for the time specified by Fairfax County health code. See health code posting.
- In case of lightning or thunder, the pool WILL be closed at the decision of the on-duty manager as required by Fairfax Code and pool company procedures. The times will be posted in the pool office.

## Pool Parties

- Pool parties are encouraged as long as the number of attendees is kept to reasonable numbers. In order to help accomplish this, please **reserve at least one week in advance.** This will also help us ensure we have the appropriate number of guards on duty. Guest rules are in effect - therefore all non-residents must pay guest fees. At least 75% of the attendees must be residents and one adult resident may bring in up to five guests per lot. Therefore, if additional guests are anticipated, additional resident adults must be present. A party is considered any group over 10 persons. There may not be more than three parties in a day and tables should be reserved at time of reservations. First come first served.



## **The following are the stated rules and regulations for the pool:**

1. Drive slowly in the parking lot.
2. All bikes must be parked in the designated area - by the bike rack. Do not lean them up against the building or leave on sidewalk.
3. No overnight parking is permitted without prior permission.
4. **Two handicap parking spaces are reserved for those with valid state issued handicap parking permits only.**
5. No person is allowed in the pool unless a lifeguard is on duty.
6. No loud, abusive, or profane language or breach of good behavior will be tolerated.
7. No intoxicated persons shall be allowed in the pool area.
8. The pool property is a smoke, tobacco and drug free area. No smoking is permitted on the pool property including parking lots.
9. Eating and drinking is allowed within the designated area only. Except water in non-glass containers.
10. There shall be no glass containers permitted in the pool enclosure.
11. No pets allowed, except after the pool closes for human use after the season.
12. Street clothes may not be used for swimming.
13. Rubber-soled shoes only will be allowed on the pool deck.
14. All swimmers must take a shower before entering the pool.
15. Any damage to pool equipment or the premises will be paid for by the member responsible. If the damage is determined to be deliberate by the Board of Directors, the Pool Committee/Board can suspend the member's use of the pool. (Remember that since property owners are members, their children and guests are their responsibility.)
16. Any person having infectious diseases, sores, or inflamed eyes, colds, nasal discharges, or any other communicable disease of any kind will not be permitted inside the pool area.
17. Any incontinent person or person not toilet trained is required to wear SWIM DIAPERS WITH TIGHT RUBBER PANTS.
18. Children 5 years and under are permitted in the main pool during the safety break if accompanied by a designated supervisor.
19. Children 5 years and under are allowed in the baby pool ONLY when accompanied by a parent or guardian (14 years and older) at all times. The baby pool is not monitored by guards, children are the parents' or guardian's responsibility, and children must be accompanied by a parent. No horseplay is allowed in the baby pool enclosure.
20. Any misuse of the shower area including loitering will result in expulsion from the pool. The length will be determined by the General Manager, not to exceed 5 consecutive days.
21. When the pool is closed for any reason, staff members are the only people allowed to stay in the enclosed pool area or bathhouse.
22. No flotation device over 26" in diameter will be allowed except on Thursdays from 1 PM to closing. If manager on duty feels that the pool is becoming unsafe because of too many floats, he/she may require everyone to take them out of the water.
23. Two lap lanes are provided for patrons to swim laps. Please do not use these lanes if not swimming laps. Please do not swim over ropes and be aware of swimmers in lanes before crossing – look both ways as you would on a road.
24. Games will be allowed in the diving area at the discretion of the manager on duty.
25. There will be a 15-minute safety break at the end of every hour during which parents or guardians shall ensure that anyone under their supervision less than 14 years old is resting out of the water. Anyone under the age of 14 shall be required to exit the pool to give lifeguards the opportunity to ensure rules are being followed. (Except as stated in Rule #18.)
26. Inappropriate use of any pool toys will cause them to be confiscated by the lifeguard or manager. Squirt guns - NOT WATER CANNONS - will be allowed in the pool.
27. KCHOA children who have had their 9<sup>th</sup> birthday may come to the pool without adult supervision PROVIDED THEY PASS A BASIC SWIM TEST. (The test consists of swimming 25 meters free style [1 length of the pool] and treading water for 1 minute.)
28. The lifeguards are the authorities in charge to provide a safe environment for all. Patrons shall obey any instructions provided by the guards immediately without question. Failure to follow instructions may result in disciplinary action to include expulsion from the pool.

## **Table of Consequences / Suspensions**

Any violation of the above rules, including failure to pay attention to a guard's instruction, can result in the suspension of pool privileges for any member, a family member, or guest for the length of time identified below.

A guard can determine the length of suspension, from a few minutes up to the remainder of the day and make recommendations for longer periods. The pool manager on duty shall confirm and document any suspensions recommended exceeding 1 day.

Any subsequent violation resulting in suspension of more than 1 day by a member, a family member or guest shall result in immediate suspension of pool use until the pool committee has reviewed the violation.

The issue may, at the discretion of the pool committee, be elevated to the Board of Directors to review the situation and make a decision at the next scheduled board meeting, thus resulting in a significantly longer suspension of up to 60 days.

Any egregious activity or threats made to any guard shall result in immediate expulsion and may warrant calling 911 and filing charges to include trespassing or a restraining order against a member or guest.

**Kingston Chase Homeowners Association, Inc.**  
**Architectural Control Committee Guidelines**  
hereafter referred to as  
**Architectural Review Committee (“ARC”) Guidelines**

**Approved and Voted Into Regulation**  
**November 1984 (revised 1989, 1996, 2007, 2014, 2016)**

**As adopted on October 10, 2016**

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## Article 1. Objective

This document is a guide for both members of the Architectural Review Committee (“ARC”) and Kingston Chase homeowners. The purpose of these Architectural Review Committee Guidelines (the “Guidelines”) is to assist the homeowner in complying with the Declaration of Covenants, Conditions and Restrictions (“Protective Covenants”). The guidelines address those exterior improvements for which homeowners most commonly submit applications and are not intended to be all-inclusive. These guidelines are presented as “performance criteria” that outline minimum requirements necessary to meet the intent of the Protective Covenants.

**Please be advised that according to the relevant parts of the [Declaration of Covenants, Conditions and Restrictions](#), all exterior improvements and changes are subject to the approval of the ARC by way of application and should not be started until approval of said application has been granted.**

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

The merits of each application will be considered on a case-by-case basis wherein the homeowner has the opportunity, if need be, to express individual needs inherent to his or her particular situation or request. An example might be the extenuating circumstances of an environmental problem impacting the homeowner and no one else within the community. Simply, any application that establishes a case for a unique request based upon a unique problem that is judged to be valid, will receive special consideration. The use of these guidelines should assist the homeowner in gaining timely ARC consideration.

### 1.1 Specific Objective

The specific objective of this document is to provide uniform minimum guidelines to be used by the ARC in reviewing applications, in light of the requirements set forth in the Protective Covenants of Kingston Chase Home Owners Association, Inc. (the “KCHOA”).

- 1.1.1 To increase the homeowners' awareness and understanding in meeting the requirements of the Protective Covenants.
- 1.1.2 To provide basic design principles and concepts that will assist Kingston Chase homeowners in developing exterior improvements which are in harmony with the community as a whole.
- 1.1.3 To assist homeowners in preparing an acceptable application for submittal to the ARC.
- 1.1.4 To maintain and improve the quality of the living environment within Kingston Chase.
- 1.1.5 To protect the value and desirability of the real property.

## **1.2 Introduction**

All homeowners benefit from the planning and design that are important parts of the development of our community. The design controls and guidelines contained herein are developed as a means to assure homeowners that a high standard of design and quality is maintained.

The maintenance of design and quality will in turn protect property values while enhancing the overall environment of the community.

These guidelines are directed to exterior alterations and additions erected or maintained upon the lot; however, the KCHOA must also review plans for all new construction by builders to ensure adherence to the Protective Covenants.

Every homeowner should have received a copy of the [Declaration of Covenants, Conditions and Restrictions](#) at time of settlement on his or her home. If a homeowner does not have a copy, please contact the KCHOA. It is imperative that they be read and understood.

A purchaser of a Lot in Kingston Chase Homeowners Association has a right, pursuant to VA Code Ann Section 55-512A(9) (The Virginia Property Owners' Association Act) to request a resale disclosure packet stating any violations of the Declaration, Articles of Incorporation, Bylaws or the ARC Guidelines. The purchaser of any Lot, upon becoming the Owner, shall be personally liable for remedying any such existing violations.

## **1.3 Protective Covenants**

The legal document responsible for the maintenance and control of quality of design within the community is the Protective Covenants, which are a part of every deed of home ownership. These guidelines supplement the Protective Covenants.

Each homeowner is legally bound to the rules, regulations and stipulations of these covenants. Ignorance, indifference or lack of possession does not excuse or nullify this obligation.

Among other things, the Protective Covenants establish the KCHOA and the ARC. The ARC is empowered by the Protective Covenants and appointed by the Board of Directors of the KCHOA to ensure that proposed exterior alterations comply with the standards set forth in the document.

Among the duties delegated to the ARC is the principal responsibility to review all applications for exterior alterations submitted by homeowners. The ARC is also responsible for notifying the homeowners of any infractions on their property that must be rectified.

## **1.4 Amendments to these Guidelines**

These guidelines are subject to review by the ARC. Homeowners are invited to submit written proposed changes or recommendations. Revisions to the guidelines are approved solely by the KCHOA Board. The revised guidelines will be distributed to the Owners in compliance with Section 55-513.A of the Virginia Property Owners' Association Act.

## **1.5 What Must Homeowners Have Approved?**

All exterior alterations to a homeowner's property must have approval of the ARC before work begins. Any work contracted for should have a contingency subject to the ARC approval. Upon approval, no change can be made without the consent of the ARC. Approvals are valid for 365 days, after which re-approval is required from the ARC.

## **1.6 How to Make an Application**

An ARC application form is available on the community web page at <http://www.KCHOA.org>. In addition, when an application is being prepared, homeowners must use copies of the homeowner's property plot plan for use in illustrating structures such as fences, patios, decks, etc. This helps the ARC to visualize the proposed request in the proper perspective of the existing property. When the application is for exterior color change of siding, roof, shutters, trim, doors, etc., samples of color chips should be included along with a description of the existing color. Color photographs are required.

For consideration of a homeowner's request, application and supportive information should be sent to:

KCHOA  
Architectural Review Committee  
P.O. Box 332  
Herndon, VA 20170

Homeowners may also send applications via email to the address listed on the KCHOA website at [www.kchoa.org](http://www.kchoa.org). Emailed applications are subject to the same requirements as mailed applications: complete description of project, property plot, color samples, and a description and/or photo of the existing color or materials (when applicable) must be attached. Links to exact colors on manufacturer websites may be included in lieu of scanned samples.

It is also acceptable to present an application in person at the monthly ARC meeting. This is strongly advisable when a large project is involved. These meetings are advertised in the KC Crier. A homeowner may verify the day, time and location with any member of the ARC, Board of Directors, or through the monthly newsletter (the Kingston Chase Crier). An application may be granted, denied or sent back for more information. An application that is not considered due to lack of information shall be deemed to be denied. No application will be considered or reconsidered between monthly meetings except in emergency situations.

## **1.7 The Application**

Copies of final plans should be submitted to the ARC. All submitted applications and supportive information will be retained on file in the ARC records. These documents will be maintained by the ARC and will not be returned. Upon approval of an application, homeowners will receive an approval letter and a copy of the first page of the submitted application for reference. Applications need to include the following items:

- 1.7.1 Plot plan showing dimensions, relation to the house where it will be constructed, and relation to adjacent residences, property lines and proposed landscaping and/or screen planting.
- 1.7.2 Description of type of materials to be used.
- 1.7.3 Color samples of exterior paint, siding, roofing, trim, doors and other building materials as applicable. These are required for exterior color changes.
- 1.7.4 Color photographs are required. Samples of professional brochures and sketches to further illustrate design and style are strongly encouraged.
- 1.7.5 If applicable, sketch or photograph showing in elevation the relationship to the applicant's house and adjacent residences.
- 1.7.6 All information and details pertaining to railings, posts, stairs, steps, benches, current house and trim color and other such items as applicable.
- 1.7.7 Any other descriptive information which would assist the ARC in the approval of the submitted application.
- 1.7.8 Estimated starting and completion date.

## **1.8 ARC Review Criteria of an Application**

All applications submitted will be evaluated for conformance with the ARC guidelines and Protective Covenants, along with their individual merit and relevancy towards maintaining continuity and value status of the community as intended by the Protective Covenants.

### **Open Space Concept**

The need and desire to maintain open space will be the basis for many application considerations. For example, fencing, if not of the proper design and placement, can have a detrimental effect upon the community efforts towards open space. Front and side yard shrubbery, creation of evergreen walls, sheds and additions to a home must also be considered within the parameters of this concept.

### **Location and Impact on Neighbors**

The proposed application change must relate favorably to the environment of the area. Points that must be considered include view, sunlight, drainage, access ventilation and privacy. To illustrate, certain additions to the house could affect the view, access, ventilation or the sunlight of an adjacent property. In those cases it is imperative to discuss proposed changes with the homeowner's neighbors prior to making an application.

The ARC encourages cooperation between neighbors to help ensure the continuity of community standards and values. You are encouraged to submit the homeowner's neighbors' signatures of acknowledgement of the project with the ARC application.

### **Design Compatibility**

Proposed changes must be compatible with the architectural characteristics of the applicant's house and yard, as well as adjoining homes and the entire community setting. This encompasses similarity of architectural style, quality of workmanship, similar use of materials, colors and construction details. Reference to existing or similar modifications to other homes are not a basis for approval.

### **Workmanship**

The quality of workmanship involving alterations or additions is as important as any other consideration. The work must be equal to or better than that of the existing or surrounding structures. Failure to maintain this standard would only result in shoddy construction, problems for the owner, a detrimental appearance and the possibility of creating a safety hazard.

### **Materials**

Continuity is a necessary consideration with relationship to the materials being used. Options may be limited to the design and materials of the original home. However, other properly coordinated components may be acceptable.

### **Color**

Color can play an important part in the overall appearance of a home and yard. A change that is inconsistent with the color scheme of the community could have a negative impact on the value of other properties. As such, components of additions that are similar to the existing house, such as roofs and trim, should be matching in color.

### **Scale**

The actual finished size of any proposed alteration or change should balance and complement adjacent structures and surroundings. The backyard is defined as the area in the back of the house and in a line from each corner of the back of the house directly to the lot side boundaries. The front elevation of the home must not exceed thirty-two (32) feet from ground to the peak of the roof, excluding the chimney. Exceptions to this guideline will be considered on a case-by-case basis.

### **Timing and Homeowner Responsibilities**

Projects that remain uncompleted for long periods of time are visually objectionable and can be both a nuisance and safety hazard for neighbors and the community. We therefore encourage expeditious completion of all projects.



All applications must include an estimated completion schedule. If unforeseeable or uncontrollable delays are incurred, please advise the ARC so that potential complaints may be properly addressed.

Approvals are valid for 365 days, after which re-approval is required from the ARC.

Homeowners are responsible for adhering to appropriate county safety and building codes. The Board of Directors reserves the right to take appropriate action against unsafe or unsightly conditions, during and following construction.

## **Article 2. ARC Activities and Procedures**

### **2.1 Identifying ARC Guideline Non-Compliance**

The ARC *identifies* homes as potentially in *non-compliance* with the ARC guidelines or the Protective Covenants in the following ways:

2.1.1 Any homeowner may report potential non-compliance of the ARC guidelines directly to the ARC. This includes side and back yards that are not viewable from the street.

2.1.2 Volunteer members of the ARC conduct Spring and Fall walkthroughs of the community to identify non-compliance. These walkthroughs do not include entering onto the property, so non-compliance that is not visible from the street or sidewalk is not identified by a walkthrough.

2.1.3 When a home is being sold, a letter is required from the KCHOA Board identifying any violations of the Protective Covenants, which includes ARC non-compliance. When a homeowner requests this letter, the homeowner authorizes a Board designee to enter onto the entire property's exterior and identify any ARC non-compliance. At the same time, photos may be taken of the entire exterior of the property for future reference.

### **2.2 Maintenance**

Proper maintenance of all structures and grounds are the responsibility of the homeowner. This includes lawns, fences, landscaping, playground equipment, sporting equipment and unattached structures. Items that are observed for non-compliance during walkthroughs can include the following:

2.2.1 Each lot is observed for overall continuity and conformity with regard to the ARC Guidelines and Protective Covenants. Outdoor lighting, proper storage of landscaping and barbecue equipment, lawnmowers, grills, firewood, workmanship on existing and new structures, and storage of building/construction materials can be noted.

2.2.2 House, garage and fence items are observed for general maintenance needs such as cleaning, painting, repair and if necessary

replacement of old, worn, broken or missing items. This can include siding, trim, roofing, shutters, gutters, chimneys, attic grills/vents, house doors and garage doors, windows, screens, satellite dishes, solar panels and porch/deck/patio areas as visible from the street. Paints and materials that are pre-colored do fade and streak. For these, homeowners will need to repaint or replace with the original color or request a change in color through the ARC.

2.2.3 Unattached structures can include sheds, greenhouses, mail boxes, paper boxes and posts, outdoor post lighting, playground equipment, basketball equipment and storage of refuse containers.

2.2.4 Landscaping items can include general maintenance needs on lawns, such as mowing and weeding grass areas, maintaining garden areas and retaining walls, trimming trees, shrubs and stumps as necessary, removing dead trees, shrubs, branches and stumps, and edging along sidewalk and driveway areas.

2.2.5 Vehicles on or near a homeowner's property can be cited for non-compliance. These can include commercial, non-licensed, and non-operating vehicles as well as boats, campers, trailers, motor homes and the like.

Failure of the homeowner to accept this responsibility could result in corrective action as outlined in the Protective Covenants, Article IV, Section 3.

## **2.3 Notification**

After the ARC has *identified* a home that is potentially in non-compliance, the ARC will continue the process by *notifying* the homeowner of the potential non-compliance. The non-compliance notification must include:

2.3.1 The homeowner's name, address and lot number.

2.3.2 A description of the items in non-compliance.

2.3.3 A reference to the KCHOA Architectural Guidelines (by title as listed in the table of contents) and optionally a description of the pertinent section of the guideline.

2.3.4 The ARC will notify a homeowner twice before making a recommendation to the KCHOA Board. A homeowner has thirty (30) days to respond to each notice. The second letter will allow 30 days to comply or request the resident to appear at the next Board meeting to discuss. Ongoing violation beyond the set Board meeting date will result in the loss of pool and social activity privileges for a period not to exceed 60 days or until the issue is resolved.

2.3.5 If the homeowner fails to respond or bring the home into compliance within thirty (30) days of the second notice, the ARC will recommend action to the KCHOA Board.

## **2.4 Homeowner Response**

A homeowner may write or email the ARC to resolve the complaint. There is no rigid set of rules for a proper response and the ARC reserves the right to

continue the process at its discretion. The homeowner may appeal to the KCHOA Board at any time during the process. Some possible responses include:

- 2.4.1 Explain that some corrective action has or will be taken by a certain date.
- 2.4.2 Justify why the home is in compliance.
- 2.4.3 Submit an ARC application for approval.
- 2.4.4 Attend an ARC or Board meeting to discuss the non-compliance.

## **2.5 Appeal**

If a homeowner disagrees with the contents of a non-compliance letter, they may request a review by the ARC. If the ARC determines that the home is in compliance, the homeowner is notified. If the ARC determines that the home is in non-compliance, the ARC will continue the process.

## **2.6 Recommendations to the KCHOA Board**

After the thirty (30) day response period of the second notice has elapsed, the ARC will recommend action to the KCHOA Board in writing with supporting material. These guidelines do not describe Board procedures for handling ARC non-compliance or appeals.

# **Article 3. Exterior Alterations (Major)**

Major alterations are those that substantially alter the exterior of the existing structure either by adding a new section, modifying an existing section or removing an existing portion of the structure.

## **3.1 General Guidelines**

The design of exterior alterations should be compatible in scale, material and color with the existing structure and adjacent structures.

Pitched roofs on additions should match the slope of the existing roof on the applicant's home.

New windows and doors should match the type used in the applicant's house and should be situated in such a way that they blend with the existing doors and windows.

If changes affect drainage, they must be indicated. Drainage changes which will have an adverse effect on neighboring properties generally will not be approved.

## **3.2 Garages and Carports**

Garages should be compatible with the structure to which they are attached.

Garage doors should be of the overhead type. Any ornamentation must be approved by the ARC.

Ridge lines and general roof configuration should be compatible with the applicant's house.

Carports are generally not acceptable but will be considered on a case-by-case basis.

### 3.3 Driveways and Parking Pads

Only hard stabilized surfaces such as asphalt or concrete will be approved. No vehicle will be permitted to be parked on any part of the lawn other than temporarily for washing, loading, or unloading material. Vehicles must not be parked in driveways so that they block access around or to the sidewalk.

All driveway extensions must have ARC approval. In keeping with the aesthetics of the neighborhood, driveways may not extend beyond the edges of the garage and must taper to meet the existing sidewalk apron as seen in the example below. Aprons cannot be altered without a valid VDoT permit and proof of Fairfax County zoning approval. These documents must be submitted along with the ARC application and do not guarantee ARC approval. Applications for extensions are rarely approved but will be considered on a case-by-case basis.



### 3.4 Additions

The design of an addition should incorporate the major features of the house to include such items as vertical and horizontal lines, projections and the trim details.

### 3.5 Decks

Since decks are an extension of the house and have much to do with its overall appearance, certain guidelines must be taken into consideration. Remember

that decks affect the privacy of neighboring properties. These two factors are considered heavily in the review of all applications.

3.5.1 Any changes to existing decks should provide for continuity in regard to items such as materials, color and overall design of railings and trim.

3.5.2 The placement of decks should take into account the relation to the overall plan of the house and other exterior windows, doors, etc.

3.5.3 Decks should be primarily located in the rear yard. There will be, however, certain other situations (e.g., landscaped-enclosed side yard decks) where decks will be permitted; each case will be evaluated on its own merits.

3.5.4 All materials used in the construction of decks and the colors should complement the house colors. A legitimate option here would be to leave the wood in a natural state.

3.5.5 Privacy of adjacent homes should be considered when planning decks.

3.5.6 Planting should be provided at post foundation and on low decks to screen other structural elements and soften visual impacts.

### **3.6 Patios and Ground Level Decks**

Patios should be constructed in the back yard. Front and side locations will be reviewed on a case-by-case basis.

Patios and decks should be constructed of wood, synthetic wood, stone, brick or concrete. If wood is used and not left to weather naturally, then the color used should blend with the surroundings.

Care should be given to drainage so as not to adversely affect surrounding properties.

### **3.7 Porches**

Porches are also an extension of the house, but unlike decks and patios, porches may be attached to the front of the house.

3.7.1 Any changes to existing porches should provide for continuity in regard to height and such items as materials, color, and overall design for railing and trim.

3.7.2 Porches must relate according to the plan of the house and established porch plans for the homeowner's model within the community. Front porches within the community are roof covered. Additionally, railings and posts are painted to match existing house color, and roofing tile matched to existing roofing tile.

3.7.3 Plantings should be provided at post foundations to screen other structural elements and to soften visual impact.

### **3.8 Greenhouses**

Only one greenhouse will be approved per yard. A larger greenhouse can replace an existing greenhouse. The size of the greenhouse must not exceed eight (8) feet in height, sixteen (16) in length and a total of 160 square feet.

Greenhouses must be located at the rear of the house. The design of the greenhouse should ensure a continuity of the vertical and horizontal lines of the structure to which it is attached.

Greenhouses should be properly maintained. Every effort must be made to make the greenhouse not visible from street. Special care should be given to the location of the greenhouse on the property so as to lessen any negative impact that the greenhouse may bring to the property itself.

Greenhouses must be self-supporting structures. Greenhouses of straightforward and non-ornamental design will be considered on their individual merits.

## **Article 4. Fences**

### **4.1 Summary**

Generally, fencing is an area that will be of primary concern for the community, as many homeowners will build fences to effect privacy, security and physical/visual definitions.

While individual tastes are of paramount concern, the entire community can be affected by the building of a fence that creates a 'closed' atmosphere.

Please understand that the guidelines presented are general in nature and each fence will be considered on its individual merit. Approval, rejection or modification will be based in part on the individual need and desired effect of the proposed fencing.

Property line fencing should be rendered as unobtrusive as possible to minimize the visual impact on the open character of Kingston Chase. Fencing should not detrimentally limit the line of sight for vehicles that may use roads located close to properties. Planting and vegetation around the fencing must be kept in a neat and orderly state, and should not be planted so close to a sidewalk as to cause problems with trimming or overgrowth.

No fences will be allowed in the front yard. Any existing decorative split rail fences at the front corners of the property that are properly maintained will be allowed to remain. Fences should generally be restricted to the rear or no more than halfway along the side of one's house and must not exceed six (6) feet in height.

## 4.2 General Guidelines

Careful consideration should be exercised when planning the fence so that the physical and visual impact on neighbors is minimal. When considering fencing for a homeowner's property, please remember that one of the primary objectives within these overall guidelines is to maintain an open atmosphere within the community.

The ARC would like everyone to give first consideration to the alternatives for fencing, such as landscaping and plant materials. If however a fence is chosen to satisfy a homeowner's needs, the following general criteria should be considered:

Planting may be integrated with fencing to soften any harsh effects of a long stretch of stark fence.

Gates should match the fence in design, material and color. The fence must be installed with the finished side of the fence facing out. **(See 4.6 Approved Fence Styles, for descriptions and illustrations).**

Stockade, basket-weave, chain-link, and barbed-wire fencing are not acceptable. **(See 4.7 Unacceptable Fence Styles, for descriptions and illustrations.)**

Green or brown wire or vinyl mesh attached to the inside (within the homeowner's yard) of open fence styles such as split rail is acceptable and will be considered for approval on a case-by-case basis by the ARC. Material must not be installed higher than the fence (not post).

Fence types depend primarily on the need or use required by the fence to be built. The following definitions and illustrations will assist the planner in determining the type of fence needed.

## 4.3 Property Separation

If the goal of the homeowner is property separation, but not privacy, then an open fence such as a split rail or four, five, or six board estate, provides a physical and visual definition of the property without obstructing views and creating a closed situation.

## 4.4 Security

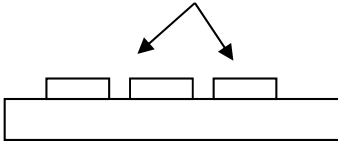
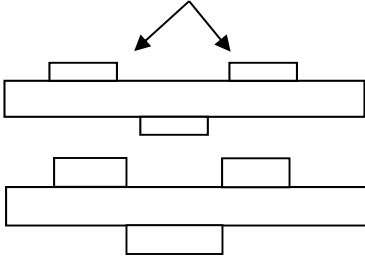
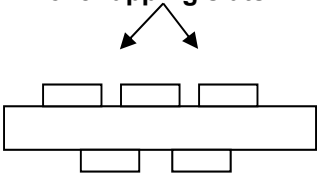
Should a homeowner desire more security than can be provided by an open style fence (discussed above), then a fence using a vertical architectural style is allowed. For example, picket fences (with adequate spacing between boards), or board-on-board fences are acceptable in that they satisfy most security objectives while maintaining a degree of openness in the community.

## 4.5 Privacy

Privacy may be achieved with a semi-open fence or a board-on-board fence. To maintain an open atmosphere, a homeowner is encouraged to choose a board-on-board style in which the boards do not overlap.

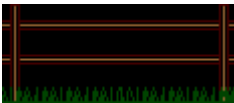

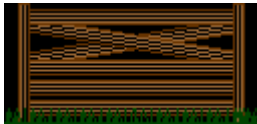
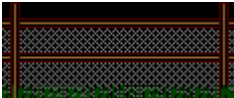


This diagram illustrates how the relationship of the fence to the area to be 'hidden' is affected by the location of the boards on the fence.

Homeowners are responsible for communicating to the contracted fence company the style of board-on-board fence (overlapping or non-overlapping) approved by the ARC. An application approved for a non-overlapping board-on-board fence WILL be held in non-compliance if an overlapping board-on-board fence is installed and may need to be altered at the homeowner's expense.

|   |  |   |
|---|--|---|
| <b>Preferable:</b><br>promotes an open space concept.                               |  | <b>Undesirable:</b><br>maintains a closed atmosphere not conducive to community.      |
| at least 3/4" spacing (when slats are only on one side)                             | with some spacing between slats, or no closer than even on opposing slats            | overlapping slats   |
|  |  |  |

## 4.6 Approved Fence Styles

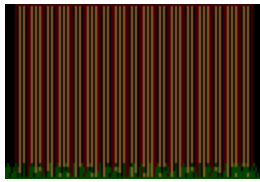
The following illustrated fence styles are approved. Lattice, decorative and scalloped topped fences are also encouraged.

|  |   |  |
|--|---|--|
| <br><b>Split Rail</b>                       | <br><b>Four Board Estate</b> | <br><b>Six Board Estate</b> |
| <br><b>Split Rail with Mesh Inside rail</b> | <br><b>Board-on-Board</b>    | <br><b>Picket</b>           |

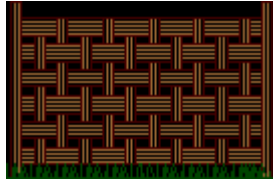


## 4.7 Unacceptable Fence Styles

Certain types of fences are inconsistent with the objective of maintaining a degree of openness and projecting a friendly community atmosphere. These include stockade, basket weave, chain-link, and barbed wire fences, as well as hedges intended for fencing. Hedges along sidewalks should not exceed four (4) feet in height.



**Stockade**



**Basket Weave**



**Chain Link**



**Barbed Wire**

## 4.8 Height

The height of a fence should generally be reflective of the topography and purpose that the fence is being built to accomplish. A fence should be no taller than six (6) feet high and it would be preferable that the fence facing the street be no taller than four (4) feet high.

When the fence makes a turn from the front to the rear, and the fence is four (4) feet in height at the front, and no higher than six (6) feet at the rear, it should graduate in height within the first section of fencing, which is usually eight (8) lateral feet.

## 4.9 Additional Application Requirements for Fences (See also article 1.7 The Application)

The application for fencing should also include the following:

- 4.9.1 Plot plan showing relation to adjacent property lines, houses and open space with proposed and existing fence.
- 4.9.2 Fence style, material and color.
- 4.9.3 Dimensions.
- 4.9.4 Since fencing close to property lines affects neighboring properties, it is suggested that fencing schemes be discussed with neighboring homeowners and that their comments be included with the application.

# Article 5. Recreation and Play Equipment

## 5.1 Location, Materials and Color

Children's play equipment must be placed in the rear of yards. The use of natural material for recreational and play equipment is encouraged. The proper use of wood, material and paint may be necessary to make this equipment as unobtrusive as possible.

## **5.2 Maintenance**

All recreation and play equipment should be properly maintained so as not to have a negative effect upon a homeowner's property and neighbors. Begin by making it look attractive and keep it that way. Fading/peeling and rusting must be repaired. Broken or neglected equipment must be fixed or removed.

## **Article 6. Solar Panels**

Due to differing house styles and new advancements in solar technology resulting in new panels, designs and changes in size requirements, each request for approval will be considered individually on its own merits.

A panel which lies flat with the roof pitch would be the most readily accepted. When a flat installation is not possible, design considerations must be given to how the installation will blend in with the design of the building.

Installations which are more easily seen from the street or neighboring properties require more attention towards blending them as inconspicuously as possible with the existing structure.

### **6.1 Panel, Mounting and Color**

- 6.1.1 The panels should be mounted as close to flat on the roof as possible.
- 6.1.2 No part of the installation should be visible above the peak of the roof on which it is mounted.
- 6.1.3 All non-absorbing parts must be painted to match the roof or in certain circumstances, be enclosed and painted to match the background.
- 6.1.4 There should be minimal space between panels.
- 6.1.5 Piping, wiring and color devices must be hidden or minimally visible.

### **6.2 Additional Application Requirements for Solar Panels (See also article 1.7 The Application)**

The application for solar panels should also include the following:

- 6.2.1 Drawings and/or photos showing proposed location on the roof, with color photos taken from street.
- 6.2.2 Detailed information regarding size, installation details, materials and color. Manufacturers' brochure would be helpful.

## **Article 7. Storage Sheds**

Only one shed will be approved per yard. A larger shed can replace an existing shed. An application for replacing an existing shed where two exist will only be approved if both sheds are replaced by one new shed. When a property is sold with two sheds the seller will be requested to remove one of the sheds.

No metal sheds will be approved. Experience has shown that metal sheds are not as structurally sound as wooden sheds. They deteriorate quickly in both stability and appearance due to weather factors and rust. When a property is sold with an existing metal shed the seller will be requested to remove the metal shed.

### **7.1 Location**

Sheds must be located in rear yards and may not be attached to the house. Special care should be given to the location of the shed on the property so as to lessen any negative impact that the shed may bring to the property itself. The homeowner may be encouraged to include evergreens, landscaping, trellis forms, lattice work, etc., to soften the visual impact.

### **7.2 Materials and Color**

Materials and color should match or be compatible with the house or fence to which it is most visually related or physically attached. This includes matching major materials such as siding, roofing, dominant colors and construction details such as trim and the pitch of roof. Windows must match each other and door(s) on the shed.

### **7.3 Construction**

Storage sheds of straightforward and non-ornamental design will be considered based upon their individual merits. Consideration will be given to how it will be shielded by landscaping and other optional methods of concealment.

The ARC has consistently preferred matching shed to house colors regardless of location. The shed will not exceed eight (8) feet in height, sixteen (16) feet in length and a total of 160 square feet.

## **Article 8. Storm and Screen Windows and Doors**

When installing storm doors, care should be given to the general appearance of the development and surrounding properties. They should be plain without ornamentation. Preferably, the color should match the door, frame or the predominant color of the trim.

The frames of storm/screen windows should blend with the color of the trim. Full-view glassed or screened storm doors are preferred.

### **8.1 Replacement of Windows and Doors**

If windows and doors are replaced by the same color and style anywhere on the house, they do not have to be approved by the ARC. Keep in mind that all windows in the front shall be the same style. This should also apply to side windows that are readily visible from the street. Front and side windows that are

visible from the street that are going to be replaced with a different color or style need to be approved by the ARC. An exception to this requirement is that replacement windows may be white-trimmed.

## **Article 9. Swimming Pools**

This section of the guidelines is oriented toward all pools, whether below ground, above ground, or prefabricated. The impact of required security fencing on open space is significant and must be carefully related to adjacent property. In addition, the homeowner should consider safety within the pool area as well as the impact of increased noise levels on adjacent property. Proposed swimming pools should be discussed with adjacent homeowners.

It is the homeowner's responsibility to ensure that the pool conform to applicable local and county codes.

### **9.1 Pool Location**

Pools should be located in rear yards, although consideration will be given to property of unusual configuration or unusual topographic features. Generally the wall of a swimming pool should be kept an adequate distance away from adjacent property. Removal or disturbance of existing trees should be avoided or minimized.

### **9.2 Pool Fencing**

A fence must protect the pool and any mechanical equipment. Fences and gates should conform to that portion of these guidelines pertaining to fencing. **(See Article 4. Fences)**. Approval of the fence will be considered a part of the swimming pool application and must be contingent upon completion of the pool.

## **Article 10. Miscellaneous**

### **10.1 Attic Ventilators**

Attic ventilators or other mechanical apparatus requiring penetration of the roof should be as small in size as functionally possible and should be painted to match the roof. They should be located generally on the least visible side of the roof and should not extend above the ridge line. Ridge vents use no electricity, vent better and do not need approval as long as they are the same color as the roofing.

### **10.2 Chimneys and Flues**

Chimneys should be brick or stone or siding similar to existing exterior siding of house.

### **10.3 Clotheslines**

Clotheslines will be approved on a case-by-case basis, and may not be visible from the street.

### **10.4 Dog Houses and Runs**

Dog houses should be compatible with the applicant's house in color and material, and should be located where they will be visually unobtrusive.

Chain link fences for dog runs will be considered if erected inside and shorter than the exterior fencing, softened by supplemental landscaping.

### **10.5 Exterior Lighting**

Additional or changed exterior lighting fixtures should be compatible with each other and match the style and scale of the house.

Flood lighting is not permissible on the front of the house.

### **10.6 Exterior Painting**

Matching of existing colors during the process of repainting or re-staining does not require application approval. However, when a color change is anticipated and involves the exterior appearance of a home (doors, windows, shutters, roof, trim, garage door, etc.), it will require an application approval. Any change should be considerate to the color continuity and theme of other homes in the general area.

A color photograph of the homeowner's house is encouraged.

### **10.7 Firewood**

Preferably, firewood should be located in rear yards. If it is placed on the side of the house, it should not be visible from the street. This can be achieved by landscaping or fencing, but must not exceed the top of the homeowner's fence.

### **10.8 Commercial Vehicles**

Commercial vehicles are not permitted to be parked overnight within the community.

### **10.9 Inoperable Vehicles**

Inoperable vehicles are not permitted to be parked overnight within the community.

"Inoperable vehicles" include but are not limited to:

10.9.1 Any vehicle, trailer, or semi-trailer not in operating condition, or without a current license plate. This also includes vehicles tagged front and back if licensed in Virginia, as per Virginia State Law.

10.9.2 Any vehicle, trailer, or semi-trailer which has been partially or totally disassembled by the removal of tires, wheels, or other essential parts required for operation of the vehicle.

Any of the above vehicles may be garaged.

### **10.10 Motor homes, Campers, Boats and Trailers**

Motor homes, campers, boats and trailers are not permitted to be parked overnight within the community.

### **10.11 Landscaping**

ARC approval is needed when shrubbery is planted in place of a fence. **(See Article 4. Fences)** The mature height and width of the plants or trees should be considered along with possible damage to the surrounding areas. Care should be taken not to obstruct street corners, sidewalks or the homeowner's neighbor's view. Be considerate of the potential height of trees in regard to neighbors' dish antennae. Trees, shrubbery and vines must not hang over the sidewalk less than seven (7) feet, even when raining, for the entire width of sidewalk. All landscaping must be trimmed back so it does not protrude onto the sidewalk.

### **10.12 Mail and Paper Boxes**

Mailboxes should be of a simple design and placed at the recommended location and height. Acceptable colors include: black, earth tone, natural wood or one which matches the house coloring. Mail and paper boxes must be straight and free of mildew, rust and deteriorating finish or paint. As paper boxes are no longer used, it is encouraged that they be removed.

### **10.13 Permanent Barbecues**

Permanent barbecues should be landscaped so that they blend into the background rather than become the dominant feature of the backyard. Portable barbecues must not be left in the front or side yards or be visible from the street.

### **10.14 Refuse Containers**

10.14.1 Trash cans, refuse containers and bags of garbage should be placed on the curb no earlier than the night before the scheduled pick-up day.

10.14.2 Trash cans, refuse containers and bags of garbage must not be visible from the street or sidewalk at other times.

### **10.15 Retaining Walls**

Retaining walls may be used as a landscaping feature as well as to improve drainage patterns. Any walls installed should be minimal in height.

Wood, rock and masonry are acceptable materials as long as the walls installed are appropriately landscaped. Retaining walls must be approved by the ARC.

## **10.16 Television Antennas and Satellite Dishes**

All external television antennas and satellite dishes require that an application be submitted to the ARC. The ARC recognizes the authority of the FCC's Over the Air Reception Devices (OTARD) Guidelines and the Telecommunications Act of 1996.

10.16.1 Television antennas (old style with cross bars) must first be tried in the attic before mounting outside.

10.16.2 Satellite dishes may not exceed one (1) meter in diameter and placement will be dictated by signal reception. All other things being equal, the community asks homeowners to consider the aesthetics impact when placing the dish on the home.

10.16.3 The primary location is to be on the back side of the house, not visible from the street. If located close to the ground and visible from the street, use evergreen landscaping to make the dish as obscured as possible from the street and sidewalk.

## **10.17 Shutters**

Colors should be compatible with colors on other houses and with the theme of the home. If one or more shutters are removed from the front of the house then all shutters must be removed.

## **10.18 Signs**

Signs on a lot are limited to two (2) square feet pursuant to the Protective Covenants. Temporary political advertising and real estate transaction signs are permitted, but must be removed once the election or transaction is completed. Permanent signs are in general not permitted.

## **10.19 Vegetable Gardens**

Care should be given to storage of garden equipment and reasonable care given to the upkeep of the garden. If a compost heap is kept, care should be given to the placement of the pile and to any offensive odors resulting from it. Vegetable gardens should be placed in the back yard. Possible drainage problems and runoffs should be considered. After the growing season, dead vegetation should be removed and the area generally cleaned up.

## **10.20 Lawn Ornaments**

Lawn ornaments that are above 2 feet in height are subject to ARC approval.

**Kingston Chase Home Owners Association  
Board Meeting  
Minutes of March 11, 2019**

**Call to Order**

- Board President Andy Cassell called the meeting to order at 7:33 p.m.
- Board members present: Jen Baez, Chris Buley, Kerry Buss, Jack McDonald, Joe Seeger, Deke Smith, and Todd Waldrop.
- Others present: Marsha Cassell, Admin Asst; Larry and Beckie Day, homeowners

**Secretary's Report** – February Minutes were approved as printed in March *Crier*.

**Treasurer's Report** – There is \$81,732 in checking and \$235,026 in CDs.

**Member Business** – Homeowners shared concerns over a neighbor's potential fence build.

**Committee Reports**

ARC – Walk-throughs will be finished the week of March 10. Violation letters will be in the mail by April 1.

Buildings and Maintenance – No report.

Landscape – No report.

Children's Corner – No report.

Conservation Corps – No report.

Neighborhood Watch – No report.

Newsletter – No report.

Pool – No report.

Social – A car seat safety inspection will take place after the Easter Egg Hunt on Saturday, April 13. The Kingston Chase Spring Yard Sale will be held Saturday, April 27. Brewfest is moved to Saturday, April 27. The Adult Pool Party will be on Saturday, July 20.

Swim Team – Swim Team will hold its Open House on Thursday, April 25.

Tennis – No report.

Welcome – No report.

**Old Business**

- Declaration Revision needs revisions to Article 4, Section 3.
- Pool fence options: Exterior fence will be replaced as intended. Interior fences are tabled for now. The Board is looking into construction of a pavilion either attached to the clubhouse or freestanding over the picnic area between the pool and parking lot.

**New Business**

- Eagle Scout Storm Drain Labeling Project: Jakob Genest from Clearview Troop 1570 proposed replacement of storm drain labels throughout the neighborhood. Many of the current labels are loose or missing. The labels remind residents and workmen that the storm drains empty into the Chesapeake, as there is a negative environmental impact on dumping chemicals or foreign items into the drains. Jakob will work with Fairfax County to replace/reattach the labels and will also distribute a flyer about the labels' purpose. Jakob is not asking KCHOA for any monetary support for this project.
- Adult Pool Party tickets will be \$20/person, but will increase to \$30/person when purchased the week prior to the event.

There was no Executive Session.

Meeting adjourned at 8:43 p.m.

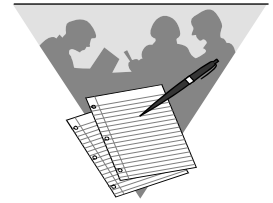
Submitted by Kerry Buss, Secretary

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The Board meets the second Monday of every month at 7:30 p.m. at the clubhouse adjacent to the pool. All homeowners and residents are invited to attend. Please e-mail items for the agenda to [info@kchoa.org](mailto:info@kchoa.org) a week prior to the scheduled meeting.



**Kingston Chase Home Owners Association  
Board Meeting  
Minutes of April 8, 2019**

**Call to Order**

- Board President Andy Cassell called the meeting to order at 7:35 p.m.
- Board members present: Kerry Buss, Mike Klinker, Jack McDonald, Joe Seeger, Deke Smith
- Others present: Marsha Cassell, Administrative Assistant; Heather Kapushoc, Social Committee; Shannon McLain, Swim Team; and homeowners Dominic Toto, Larry and Beckie Day, and Bonne Arnold.

**Secretary's Report** – March Minutes were approved as printed in April *Crier*.

**Treasurer's Report** – There is \$121,054 in checking and \$237,876 in CDs.

**Member Business** – Homeowners objected to ARC approval of a neighbor's fence. ARC ruling was that the neighbor's fence was in compliance with all guidelines and would not negatively affect the homeowners' property aside from personal preference. The Board did not find cause to hold a vote or interfere with the ARC's decision.

**Committee Reports**

ARC – Walk-throughs are completed. Thirty percent of homes received violation letters.

Buildings and Maintenance – The Board voted to change the pool/clubhouse trash company for more consistent trash pickup.

Landscape – Weed cleanup will occur the third week of May.

Conservation Corps – The club has changed its monthly meetings to the third Tuesday of each month beginning at 8:15 p.m.

Neighborhood Watch – No report.

Newsletter – No report.

Playgroup – Spring Party will be May 4.

Pool – No report.

Social – May 25: Hot Dog Day at the Pool for opening day. July 4: 4<sup>th</sup> of July Parade. July 20: Adult Pool Party.

Swim Team – Requested to meet with this summer's life guards about lifeguard needs during swim meets. Event schedule to be approved, but tentative Swim Team Party will be July 21.

Tennis – The tennis court needs power washing.

Welcome – No report.

**Old Business**

- Declaration Revision voted and approved. Moving forward to get resident signatures.
- Voted to change trash service providers to Republic for more reliable service.

**New Business**

- 2019 Pool Rules: Big float day removed. Floats may not exceed 30 inches in diameter in any direction. Pool passes from now on will be punch cards, 5 passes per card. Online purchases are encouraged.
- The chlorine storage shed needs to be replaced. Will get estimates.

There was no Executive Session.

Meeting adjourned at 9:02 p.m.

Submitted by Kerry Buss, Secretary

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The Board meets the second Monday of every month at 7:30 p.m. at the clubhouse adjacent to the pool. All homeowners and residents are invited to attend. Please e-mail items for the agenda to [info@kchoa.org](mailto:info@kchoa.org) a week prior to the scheduled meeting.

**Kingston Chase Home Owners Association  
Board Meeting  
Minutes of May 13, 2019**

**Call to Order**

- Board President Andy Cassell called the meeting to order at 7:35 p.m.
- Board members present: Jen Baez, Chris Buley, Rosemary Buley, Kerry Buss, Mike Klinker, Pat Kollar, Jack McDonald, Deke Smith, and Todd Waldrop.
- Others present: Marsha Cassell, Administrative Assistant; Heather Kapushoc, Social Committee; and Shannon McClain, Swim Team.

**Secretary's Report** – April Minutes were approved as published in the May *Crier*.

**Treasurer's Report** – There is \$184,463 in checking and \$238,135 in CDs.

**Member Business** – None.

**Committee Reports**

ARC – There was clarification on the procedure for amending ARC Guidelines.

Buildings and Maintenance – The common ground on Flagship Avenue has a deep recessed hole.

Landscape – No report.

Conservation Corps – No report.

Neighborhood Watch – No report.

Newsletter – No report.

Playgroup – End of preschool party will be held on May 24.

Pool – The pool is on schedule for opening. The Board is currently pricing four more tables for deck area.

Social – On the last day of school there will be a water slide bounce house to accompany the yearly water balloon fight in the pool parking lot. The July 4th Parade will begin on Attorney Court due to ongoing construction in the Clearview bus loop. The Adult Pool Party is July 20.

Swim Team – Requested to meet to speak with this summer's life guards about guarding during home swim meets. Event schedule to be approved, but tentative Swim Team Party will be July 21.

Tennis – The tennis court needs power washing.

Welcome – No report.

**Old Business**

- Declaration Revision final copy with summary of changes should be available soon.

**New Business**

- Examples of approved pool floats will be included with published Pool Rules.
- A resident inquired about switching trash service to Fairfax County service. Cost: \$384 per year for once per week trash pickup and once per week recycling pickup, includes pickup of 5 large items per year. Leaf pickup is priced according to property assessment. Currently it would be around \$60/year for 3 neighborhood-wide leaf pickups per year. To be eligible for the county trash service, at least 55% of the homes in the neighborhood would have to buy in, and then all would be required to switch after a public hearing.
- A United Bank CD matured on May 10. Motion to renew for one year was approved. There was discussion about moving KCHOA accounts to a different bank.

There was no Executive Session.

Meeting adjourned at 8:15 p.m.

Submitted by Kerry Buss, Secretary

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The Board meets the second Monday of every month at 7:30 p.m. at the clubhouse adjacent to the pool. All homeowners and residents are invited to attend. Please e-mail items for the agenda to info@kchoa.org a week prior to the scheduled meeting.

**Kingston Chase Home Owners Association  
Board Meeting  
Minutes of June 10, 2019**

**Call to Order**

- Board President Andy Cassell called the meeting to order at 7:35 p.m.
- Board members present: Jen Baez, Kerry Buss, Pat Kollar, Jack McDonald, Joe Seeger, and Deke Smith.
- Others present: Marsha Cassell, Administrative Assistant.

**Secretary's Report** – May Minutes were approved as published in June *Crier*.

**Treasurer's Report** – There is \$177,802 in checking and \$238,458 in CDs.

**Member Business** – None.

**Committee Reports**

ARC – No report.

Buildings and Maintenance – No report.

Landscape – Two dead trees by the back pool deck will be removed.

Conservation Corps – No report.

Neighborhood Watch – No report.

Newsletter – No report.

Playgroup – No report.

Pool – Baby pool awning will be fixed once parts arrive.

Social – The Adult Pool Party theme is “Cruise!” and will be held on July 20. Movie Night at the Pool will be July 27.

Swim Team – No report.

Welcome – No report.

**Old Business**

- Declaration Revision Summary to be published in the *Crier*.

**New Business** – None.

There was no Executive Session.

Meeting adjourned at 7:54 p.m.

Submitted by Kerry Buss, Secretary

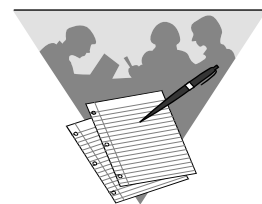
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The Board meets the second Monday of every month at 7:30 p.m. at the clubhouse adjacent to the pool. All homeowners and residents are invited to attend. Please e-mail items for the agenda to [info@kchoa.org](mailto:info@kchoa.org) a week prior to the scheduled meeting.



Kingston Chase provides courtesy WiFi at the pool during the swim season. Please ask the manager on duty for the pass code.

**Kingston Chase Home Owners Association  
Board Meeting  
Minutes of July 8, 2019**



**Call to Order**

- Board President Andy Cassell called the meeting to order at 7:32 p.m.
- Board members present: Jen Baez, Chris Buley, Rosemary Buley, Kerry Buss, Mike Klinker, Pat Kollar, Jack McDonald, Joe Seeger, and Deke Smith.
- Others present: Marsha Cassell, Administrative Assistant.

**Secretary’s Report** – June Minutes were approved as published in the July *Crier*.

**Treasurer’s Report** – There is \$166,771 in checking and \$238,717 in CDs.

**Member Business** – None.

**Committee Reports**

ARC – Second walkthrough violation letters will be mailed out soon.

Buildings and Maintenance – No report.

Landscape – Shared concern over Butterfly Garden needing attention. Will direct to Conservation Corps. Three trees need to come down. Will look at dead trees in the back of Little Tykes common area. Bushes by pool picnic tables were trimmed; there are no plans to remove them this year.

Conservation Corps – No report.

Neighborhood Watch – No report.

Newsletter – No report.

Playgroup – No report.

Pool – NV Pools helped with storm cleanup. Need two new lap lanes. Awning and four new tables to be delivered. Looking at options for umbrella on back deck. Electrician coming to look at shed outage. New chlorine vat this year.

Social – Adult Pool Party is July 20. Movie Night at the Pool is July 27. Teen Pool Party is August 16 from 7:00–10:00 p.m.

Swim Team – Swim Team end-of-season party is July 21.

Tennis – The tennis court needs to be power washed. There is interest in adding pickle ball lines at the next resurfacing/line painting.

Welcome – No report.

**Old Business**

- Declaration Revision to be presented on display table at Adult Pool Party.
- The Board is discussing ideas to build a deck or pavilion off the side of the clubhouse and will get estimates and seek county EPA advice regarding building close to the stream.
- The stormwater management violation correction was delayed; rocks along the sidewalk leading to pool are not wide enough to properly filter runoff.

**New Business**

- HOA printer needs to be replaced: motion approved.
- Movie Night amplifier needs to be repaired: motion approved.

There was no Executive Session.

Meeting adjourned at 8:27 p.m.

Submitted by Kerry Buss, Secretary

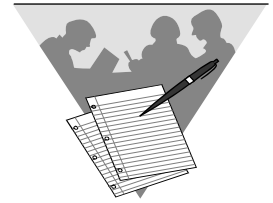
***Dog Day at the Pool***

| September |    |    |    |    |    |    |
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| 8         | 9  | 10 | 11 | 12 | 13 | 14 |
| 15        | 16 | 17 | 18 | 19 | 20 | 21 |
| 22        | 23 | 24 | 25 | 26 | 27 | 28 |
| 29        | 30 |    |    |    |    |    |

**September 14, 1:00 – 3:00 p.m.**

The Board meets the second Monday of every month at 7:30 p.m. at the clubhouse adjacent to the pool. All homeowners and residents are invited to attend. Please e-mail items for the agenda to info@kchoa.org a week prior to the scheduled meeting.

**Kingston Chase Home Owners Association  
Board Meeting  
Minutes of August 12, 2019**

**Call to Order**

- Board President Andy Cassell called the meeting to order at 7:32 p.m.
- Board members present: Jen Baez, Chris Buley, Rosemary Buley, Kerry Buss, Mike Klinker, Jack McDonald, Joe Seeger, Deke Smith, and Todd Waldrop.
- Others present: Marsha Cassell, Administrative Assisstant; Shannon McClain and Jeanette Murphy, Swim Team; and Beth Caldera, and Rob and Tanya Jarrell, homeowners.

**Secretary's Report** – July Minutes were approved as printed in August *Crier*.

**Treasurer's Report** – There is \$160,679 in checking and \$238,986 in CDs.

**Member Business** – Homeowners inquired about approval of a home-based business.

**Committee Reports**

ARC – No report.

Buildings and Maintenance – No report.

Landscape – Dead trees were cut down and some grass spots re-seeded. There was discussion about mowing less of some common areas where there is low traffic.

Conservation Corps – No report.

Neighborhood Watch – No report.

Newsletter – No report.

Playgroup – No report.

Pool – Replaced broken basketball hoop.

Social – Teen Pool Party is August 16. Clubhouse is reserved by a homeowner for an event in March.

Swim Team – Questions regarding taxes. Will contact HOA accountant for more information and clarification.

Tennis – No report.

Welcome – No report.

**Old Business**

- The Board is moving forward with plans and estimates to build a pavilion on the side of the clubhouse. This will likely include updating the engineering study at the same time.

**New Business**

- Addition of feminine hygiene trash cans in the women's pool restroom.
- Repeatedly pulling out the wall cord on the guard house video game broke it. The Board will get estimates to fix.
- GFCI breaker install planned for guardhouse. Game will remain unplugged until GFCI is installed. Afterward the Board will conduct a survey of the community to see if the machine is still wanted.

There was no Executive Session.

Meeting adjourned at 8:58 p.m.

Submitted by Kerry Buss, Secretary

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The Board meets the second Monday of every month at 7:30 p.m. at the clubhouse adjacent to the pool. All homeowners and residents are invited to attend. Please e-mail items for the agenda to info@kchoa.org a week prior to the scheduled meeting.



Wiehle Ave

Fantasia Dr

Rt 6259

Little Stones La Rt 6278

Bayou Dr Rt 6279

Nureyev La

Flagship

Lady Fairfax Ct

Rt 6264  
Scranton Ct

Rt 6263  
Nathan Ct

Rt 7330  
Society Dr

Rt 7334  
Society Ct

Rt 7333

Rt 6262  
H CEML Ct

Rt 6258

Builders Rd

Rt 6258  
Builders Rd

Rt 6261

Tausin La

Rt 6260

Eldridge

CLEARVIEW  
ELEMENTARY  
SCHOOL

FAIRFAX COUNTY LINE

CORPORATE LINE

TOWN OF HERNDON CORP. LIN

TOWN OF HERNDON

FAIRFAX COUNTY  
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